



**City of Saint John  
Common Council Meeting  
AGENDA**

Monday, March 29, 2021

6:15 pm

Meeting Conducted by Electronic Participation

Si vous avez besoin des services en français pour une réunion de Conseil communal, veuillez contacter le bureau du greffier communal au 658-2862.

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	<b>Pages</b>
1. Call to Order	
2. Approval of Agenda	
3. Disclosures of Conflict of Interest	
4. Consent Agenda	
4.1. Fundy Quay – Infrastructure Funding Agreements (Recommendation in Report)	2 - 67
4.2. City Market Tower Lease with Envision Saint John (Recommendation in Report)	68 - 86
4.3. Low Carbon Economy Fund (LCEF) Amending Agreement – Municipal Buildings Energy Retrofit Project (Recommendation in Report)	87 - 94
4.4. Low Carbon Economy Fund (LCEF) Amending Agreement – District Energy System (DES) Project (Recommendation in Report)	95 - 102
4.5. Statement of Work Agreement with Ricoh Canada Inc. (Recommendation in Report)	103 - 112
5. Consideration of Issues Separated from Consent Agenda	
6. Committee of the Whole	
7. Consideration of By-laws	
7.1. Weight Restriction By-Law Amendment on Wentworth Street (3rd Reading)	113 - 121



8. Public Hearings - 6:30 p.m.

- 8.1. Proposed Municipal Plan Amendment and Zoning ByLaw Amendment – 2100 122 - 447  
Sandy Point Road (Ethos Ridge) Supplementary Report (1st and 2nd Reading)

9. Adjournment





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Common Council Meeting  
Monday, March 29, 2021**

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**Committee of the Whole**

**1. Call to Order**

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Each of the following items, either in whole or in part, is able to be discussed in private pursuant to the provisions of subsection 68(1) of the Local Governance Act and Council / Committee will make a decision(s) in that respect in Open Session:

**5:45 p.m., Meeting Conducted through Electronic Participation**

- 1.1 Personnel Matter 68(1)(j)
- 1.2 Nominating Committee 68(1)(b)



## COMMON COUNCIL REPORT

M&C No.	2021-087
Report Date	March 24, 2021
Meeting Date	March 29, 2021
Service Area	Utilities and Infrastructure Services

His Worship Mayor Don Darling and Members of Common Council

### **SUBJECT: Fundy Quay – Infrastructure Funding Agreements**

#### **AUTHORIZATION**

Primary Author	Commissioner/Dept. Head	City Manager
<b>Jeffrey Cyr</b>	<b>J. Brent McGovern</b>	<b>John Collin</b>

#### **RECOMMENDATION**

1. It is recommended that the City enter into Agreement with the Regional Development Corporation for funding under the *Canada – New Brunswick Integrated Bilateral Agreement for Investing in Canada Infrastructure Program* for the project entitled “Harbour Passage (Phase 1) - Loyalist Plaza and Pedway Connection” in the form as presented to Council at its March 29, 2021 meeting; and that the Mayor and Common Clerk be authorized to execute the said Agreement.
2. It is recommended that the City enter into Agreement with the Regional Development Corporation for funding under the *Canada – New Brunswick Integrated Bilateral Agreement for Investing in Canada Infrastructure Program* for the project entitled “Fundy Quay – Harbour Passage Phase 2” in the form as presented to Council at its March 29, 2021 meeting; and that the Mayor and Common Clerk be authorized to execute the said Agreement.

#### **EXECUTIVE SUMMARY**

The overall infrastructure funding package for the Fundy Quay project is comprised of a series of funding agreements with both the Provincial and Federal Governments, with a total value of just over \$18.4 Million. The purpose of this report is to bring forward two infrastructure funding agreements for the Fundy Quay project which in addition to previously approved funding agreements represent more than 95% of the Fundy Quay infrastructure funding package.

#### **PREVIOUS RESOLUTION**

At its March 22<sup>nd</sup> meeting, Common Council approved the following motion:

1. It is recommended that the City accept the offer by the Regional Development Corporation for funding from the Community Development



Fund for the project entitled “Fundy Quay – Infill” as presented to Council at its March 22, 2021 meeting and that the Mayor and Common Clerk be authorized to execute the said offer.

2. It is recommended that the City accept the offer by the Regional Development Corporation for the project entitled “City of Saint John – Infrastructure” as presented to Council at its March 22, 2021 meeting and that the Mayor and Common Clerk be authorized to execute the said offer.

## **REPORT**

The Fundy Quay property represents one of the highest profile development opportunities on the Atlantic Canadian Coast and the single greatest opportunity to realize the transformation of Saint John’s urban waterfront. A re-imagined Fundy Quay will serve to enhance the Saint John urban experience through a mix of uses such as retail and commercial space and services, specialty shops and boutiques, residential condominiums and apartments, hospitality, entertainment, cultural uses, green spaces, cafes, and transportation systems that will truly make the site a vibrant catalyst for future waterfront activity.

As one of Saint John’s three catalytic projects, Envision Saint John is providing project leadership and management support for the Fundy Quay project, a transformational waterfront development project for the City of Saint John.

### **Background**

In spring of 2019, Develop Saint John (now Envision Saint John) embarked upon a new strategy to pursue the development of the Fundy Quay property. The revised strategy was to secure a developer to undertake a phased approach to the build out of the site, while municipal infrastructure projects would address key barriers and strategic infrastructure needs for the area. The municipal investment would be recovered through the enhanced value of the property, Federal and Provincial infrastructure funding, and property tax growth from the development.

Early in the process, DevelopSJ (now Envision Saint John) put out a call for expressions of interest for the development of the property and submitted a funding application through the Investing in Canada Infrastructure Program (ICIP). Since this time, an agreement was signed with Fundy Quay Developments Inc. (a subsidiary of the Elias Management Group) for the development of the property and in June of 2020, Provincial cabinet approved the infrastructure applications and initiated the submission for Final Federal approvals.

***With the formal announcement of the Provincial and Federal infrastructure funding on February 19<sup>th</sup>, the Fundy Quay project was formally launched at Common Council at its February 22<sup>nd</sup> meeting.***



**Tri-lateral Infrastructure Funding Agreements**

The overall infrastructure funding package for the Fundy Quay project is comprised of a series of funding agreements with both the Provincial and Federal Governments with a total value of \$18.4 Million. Currently, the City has executed a funding agreement with the Federal government under the Disaster Mitigation and Adaptation Fund (DMAF), valued at \$3.27 Million. At its previous meeting on March 22<sup>nd</sup>, Common Council approved two provincial funding agreements with a value of roughly \$3,865,000 Million in funding. This report brings forward the two remaining formal funding agreements for Council approval and execution, representing an additional \$10,448,750 in Federal and Provincial infrastructure funding. The remaining \$825,000 is to be provided by the Province in the form offsetting funding to other municipal projects through its Community Development Fund. The table below outlines the funding contributions and associated funding agreements.

<b><i>Fundy Quay Tri-Lateral Funding Breakdown</i></b>					
	<b><i>Agreement(s)</i></b>	<b><i>Total Cost</i></b>	<b><i>Total Federal</i></b>	<b><i>Provincial</i></b>	<b><i>Municipal</i></b>
<b>Soil Remediation</b>	N/A	\$4,121,000	\$0	\$0	\$4,121,000
<b>Infill</b>	GNB Community Development Fund	\$2,500,000	\$0	\$625,000	\$1,875,000
<b>Harbour Passage Phase 1, Loyalist Plaza, and Pedway</b>	Infrastructure Canada Integrated Bilateral Agreement Contribution Agreement	\$9,995,000	\$7,996,000	\$0	\$1,999,000
<b>Harbour Passage Extension, Phase 2</b>	Infrastructure Canada Integrated Bilateral Agreement Contribution Agreement	\$2,675,000	\$1,070,000	\$1,382,750	\$222,250
<b>Seawall Repair</b>	DMAF Agreement (Executed)  Dividend Agreement with the Elias Management Group (Executed)  Dividend Agreement with the Province of New Brunswick (Executed)	\$8,175,000	\$3,270,000	\$3,240,000	\$1,665,000
<b>Offsetting Community Development Fund Contribution to SJ Capital Budget</b>	Applications being prepared for submission & approval	\$0	\$0	\$825,000	(\$825,000)
<b>Total</b>		<b>\$27,466,000</b>	<b>\$12,336,000</b>	<b>\$6,072,750</b>	<b>\$9,057,250</b>



**Harbour Passage (Phase 1), Loyalist Plaza and Pedway Connection:** This funding agreement is through the Investing in Canada Infrastructure Program's Covid-19 Resiliency Stream. The value of this agreement contribution is \$7,996,000 and covers 80% of the cost of this project component. The agreement requires that construction begin by September 30<sup>th</sup>, 2021 and be completed by December 31<sup>st</sup>, 2021. It was noted in the previous Council report that the entirety of this project cannot be completed within this timeframe and an extension will be required. It is noteworthy that at this time, the Province has advised the project team that formal requests have been made by all Provinces across Canada for the Federal Government to extend the timeline for the funding. The schedule challenges faced by the City in this agreement are being felt by communities across the country and there is significant pressure on the Federal Government to provide an extension.

If an extension is not provided by the Federal Government for Harbour Passage (Phase 1) funding agreement, the City does face the risk of default under section 16.3 of the agreement. The Province has provided verbal assurances to the City that the program does not claw back funding spent, however, they do have the authority (they may do so) within the agreement however this would be an impact to all municipalities in the same situation across Canada who have funding under this program and hence the reason the Provinces are united in requesting a deadline extension. The risk is considered to be very low. At the request of City officials, amendments have been made by the Province to Section 4 of these agreements to reduce the risk to the City. It is noteworthy that this section does still require repayment should the project be cancelled. If components of the project cannot be moved forward on-time, the resolution for the City would be at the discretion of the Province through the negotiation of a scope change request for the project, allowing the City to avoid cancellation of the project. While the City has received verbal assurance from Provincial staff that they would be supportive of scope change requests associated with an inability to complete the project or specific components, this is still a risk exposure for the City should Provincial positions change. The City's architectural and engineering consultants are preparing strategies into the design and tendering of this project to manage this risk. This could include delaying some tenders or not tendering any of the construction work for this project without having received the extension.

One additional schedule challenge for the City is the completing of required consultations with Aboriginal groups in New Brunswick. Seven communities have been identified under the City's duty to consult and consultations were initiated in early March. The agreement prohibits the City from initiating construction activities until these consultations are completed, posing a schedule risk for the City.

Staff at both the City and Envision Saint John continue to work with the Provincial and Federal governments on an extension of the funding timeline. Additionally, a risk management and phasing strategy is being prepared by the City's architectural and engineering consultants to manage the risk associated with this aggressive timeline.



**Fundy Quay - Harbour Passage Phase 2:** This funding agreement is through the Investing in Canada Infrastructure Program's Community, Culture and Recreation stream. The value of this agreement contribution is \$2,452,750 and covers 91.7% of the cost of this project component. The City has received a signed copy of this agreement; however, a minor amendment had been requested to provisions of the agreement. The Province has agreed to make these amendments. Initiation of project work must begin within 60 days of executing the agreement and the final payments may be no later than March 31, 2024. Neither of these requirements are perceived as project risks.

This funding agreement also has the requirement to consult with Aboriginal groups in New Brunswick as noted above under the Harbour Passage Phase 1 funding agreement. The agreement prohibits the City from initiating construction activities until these consultations are completed, posing a schedule risk for the City.

With the approval of the two funding agreements on March 22<sup>nd</sup> and the additional two funding agreements attached, the City will have legally secured 95% of the Fundy Quay infrastructure funding package. Staff continue to work towards securing the final \$825,000 in offsetting project contributions from the Provinces Community Development Fund however this is being done on a project basis for projects within the City's revised and approved 2021 General Fund Capital Program.

### ***STRATEGIC ALIGNMENT***

The development of the Fundy Quay is aligned with Council's priorities of Fiscal Responsibility, Growth and Prosperity, and Vibrant Safe City and it is one of Saint John's three catalytic projects. It is also a strategic Growth Concept identified in the City's Central Peninsula Neighbourhood Plan.

### ***SERVICE AND FINANCIAL OUTCOMES***

The Fundy Quay public space improvements are part of a broader project to transform Saint John's urban waterfront, with an agreement for private sector development on the Fundy Quay site, creating a strong business case for the project. The Ground Lease with Fundy is based on a maximum value of \$6.45M and will generate initial lease payments of \$250,000 annually until purchased. The development of the site is anticipated to generate \$2M - \$3M in annual property tax revenue at full build out and securing the development has been instrumental in the approval of additional federal and provincial infrastructure investments.

### ***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

The attached agreements have been reviewed by the City's General Counsel office.



## **ATTACHMENTS**

1. Agreement with the Regional Development Corporation for funding under the *Canada – New Brunswick Integrated Bilateral Agreement for Investing in Canada Infrastructure Program* for the project entitled “Harbour Passage (Phase 1) - Loyalist Plaza and Pedway Connection”
2. Agreement with the Regional Development Corporation for funding under the *Canada – New Brunswick Integrated Bilateral Agreement for Investing in Canada Infrastructure Program* for the project entitled “Fundy Quay – Harbour Passage Phase 2”





## INTEGRATED BILATERAL AGREEMENT CONTRIBUTION AGREEMENT

This Agreement is made as of the date of last signature.

**BETWEEN:** HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NEW BRUNSWICK,  
as represented by the Minister of Regional Development Corporation ("New  
Brunswick")

**AND:** CITY OF SAINT JOHN  
in the Province of New BRUNSWICK ("Recipient")

Individually referred to as a "Party" and collectively referred to as the "Parties".

**WHEREAS CANADA AND NEW BRUNSWICK** entered into a funding agreement, the *Canada – New Brunswick Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program*, effective March 18, 2018, to establish the terms and conditions whereby Canada will provide funding to New Brunswick for Projects;

**AND WHEREAS** Canada agrees to deliver up to a maximum of \$673,217,568 to New Brunswick in four key areas: public transit; green infrastructure; community, culture and recreation infrastructure; and rural and northern communities infrastructure;

**AND WHEREAS** New Brunswick agrees to enter into Agreements with Recipients for funding, namely the present *Integrated Bilateral Agreement Contribution Agreement* (Agreement);

**AND WHEREAS** this Agreement is made pursuant to the *Canada - New Brunswick Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program* and therefore all relevant provisions of that Funding Agreement shall apply;

**NOW THEREFORE**, in accordance with the mutual covenants and agreements herein, the Parties agree as follows:

### 1. PURPOSE

The purpose of this Agreement is to establish the terms and conditions whereby New Brunswick will provide funding to the Recipient for the Project described in Schedule A.



## 2. ANNEXES AND SCHEDULES

The following schedules are attached to, and form part of this Agreement:

Schedule A – Project Description

Schedule B – Eligible and Ineligible Expenditures

Schedule C – Communications Protocol

Schedule D – Detailed Claim Form (*Document to follow*)

Schedule E – Progress Report Form (*Document to follow*)

Schedule F – Completion Documents (*Documents to follow*)

- F.1 Declaration of Substantial Completion
- F.2 Project Completion Form

## 3. INTERPRETATION

### 3.1 DEFINITIONS

In addition to the terms and conditions defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this section.

**“Agreement”** means this *Integrated Bilateral Agreement Contribution Agreement* and all schedules, as may be amended from time to time.

**“Agreement End Date”** means the date at which the final payment is made to the Recipient which will, in any case, be no later than March 31<sup>st</sup>, 2022.

**“Asset”** means any real or personal property or immovable or movable asset, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with contribution funding provided by New Brunswick under the terms and conditions of this Agreement.

**“Asset Disposal Period”** means the period ending five (5) years after a Project is Substantially Completed.

**“Canada”** means the Government of Canada, as represented by the President of the Queen’s Privy Council for Canada, Minister of Infrastructure, Communities and Intergovernmental Affairs.

**“Communications Activity” or “Communications Activities”** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences. Public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

**“Contract”** means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to a Project in return for financial consideration.



**“Effective Date”** means the date of last signature of this Agreement.

**“Eligible Expenditures”** means those costs incurred and paid that are eligible for reimbursement by New Brunswick, with funds from New Brunswick and Canada, as set out in Schedule B that have been approved as part of a Project approval.

**“Fiscal Year”** means the period beginning April 1<sup>st</sup> of a calendar year and ending on March 31<sup>st</sup> of the following calendar year.

**“IBA Funding Agreement”** means the *Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program*, which sets out the roles and responsibilities of Canada and New Brunswick for the delivery of the program, including attached Schedules.

**“Incurred”** means an event or transaction has taken place for which an obligation to pay exists, even if an invoice has not been received, such that the underlying evidence indicates there is little or no discretion to avoid the obligation. The value of the obligation is to be calculated in accordance with recognized Canadian accounting standards.

**“Joint Communications”** means events, news releases, and signage that relate to this Agreement and are collaboratively developed and approved by Canada, New Brunswick and, where applicable, the Ultimate Recipient, and are not operational in nature.

**“Oversight Committee”** means the committee established under the IBA Funding Agreement consisting of representatives from Canada and New Brunswick.

**“Person”** means, without limitation, a person, New Brunswick, an Ultimate Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

**“Project” or “Projects”** means the project approved by New Brunswick and Canada under the IBA Funding Agreement as described in Schedule A.

**“Substantial Completion” or “Substantially Completed”** means, when referring to a Project, that the Project can be used for the purpose for which it was intended.

### **3.2 ENTIRE AGREEMENT**

This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject of the Agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by New Brunswick to the Recipient except as expressly set out in this Agreement.

### **3.3 DURATION OF AGREEMENT**

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date.



## **4. OBLIGATIONS OF THE PARTIES**

### **4.1 COMMITMENTS BY NEW BRUNSWICK**

- a) New Brunswick agrees to provide funding from Canada and New Brunswick to the Recipient in accordance with Schedule A.
- b) Subject to paragraph 4.2 c) the Parties agree that New Brunswick's role is limited to providing funding to Projects and that New Brunswick and Canada will have no involvement in the implementation of any Project or its operation. New Brunswick and Canada are neither a decision-maker nor an administrator of the Project.

### **4.2 COMMITMENTS BY THE RECIPIENT**

- a) The Recipient agrees to advance the Project, claim only for Eligible Expenditures in a diligent and timely manner, and is responsible for any unapproved expenditures and cost overruns.
- b) The Recipient will be responsible for the costs of producing and installing federal and provincial program signs. Signage costs are an Eligible Expenditure.
- c) If the Project is cancelled, the Recipient agrees to return any previous payments to New Brunswick within thirty (30) days of written notification to that effect.
- d) The Recipient shall allow any authorized representative of New Brunswick or Canada reasonable access to the project site to assess the Project's progress, to review all records and accounts maintained and to carry out the evaluation process required for the implementation of the IBA Funding Agreement. The Recipient shall provide all records and accounts as requested by New Brunswick.
- e) The Recipient agrees to bear all operating expenditures of the Project.
- f) Construction must begin by September 30<sup>th</sup>, 2021
- g) Project must be substantially completed by December 31<sup>st</sup>, 2021, or by December 31<sup>st</sup>, 2022 if located in a remote community (Remote community defined as being located 25km outside either Fredericton, Moncton, or Saint John with a population of 5,000 or less)



#### **4.3 APPROPRIATIONS**

Notwithstanding New Brunswick's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Legislature of New Brunswick or the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. New Brunswick and Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act of the provincial or federal Crown's main or supplementary estimates expenditures. New Brunswick and Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

#### **5. FISCAL YEAR BUDGETING**

- a) The amount of contribution funding payable by New Brunswick and Canada each Fiscal Year is set out in Schedule A.
- b) If the actual amount payable by New Brunswick and Canada in respect of any Fiscal Year is less than the estimated maximum amounts in Schedule A, the Recipient may request that New Brunswick and Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 4 (Appropriations), New Brunswick and Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of New Brunswick and Canada's contribution funding to a Project will require appropriation adjustments or provincial and federal Crown approvals.
- c) In the event that any requested re-allocation of New Brunswick and Canada's contribution funding to a Project is not approved, the amount of New Brunswick and Canada's contribution payable in accordance with Schedule A may be reduced by the amount of the requested re-allocation. If the contribution payable by New Brunswick and Canada in accordance with Schedule A is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

#### **6. PROJECT IMPLEMENTATION**

- 6.1 The Recipient shall not change the Project scope, timing or location without the prior written approval of New Brunswick. The Recipient will promptly inform New Brunswick should the project be cancelled.



- 6.2 Progress reports (as set out in Schedule E) for all approved projects under the Covid-19 Resilient Infrastructure Stream (CVRIS) will need to be submitted to INFC, at a minimum, on a quarterly basis (May 15<sup>th</sup>, August 15<sup>th</sup>, November 15<sup>th</sup> and February 15<sup>th</sup>).
- 6.3 The Recipient will be responsible for arranging the engineering design, calling of public tenders, and awarding of the contract to the successful bidder, and overall management of the contract. The Recipient will award and manage all contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international and interprovincial trade agreements, and all other applicable laws, including the *Procurement Act*, SNB 2012, c.20. If New Brunswick determines that a Contract is awarded in a manner that is not in compliance with the foregoing, upon notification to the Recipient, New Brunswick may consider the expenditures associated with the Contract to be ineligible.
- 6.4 The Recipient agrees to ensure that the Project work shall be carried out in accordance with all federal, provincial, or municipal (local government) rules, regulations and laws governing such work and in accordance with the best general practices then current at the time of construction of the project. In addition, the Project must also:
- Meet or exceed any applicable energy efficiency standards for buildings outlined in the Pan-Canadian Framework on Clean Growth and Climate Change.
  - Meet or exceed the requirement of the highest published accessibility standard in a jurisdiction, in addition to applicable provincial building codes and relevant municipal by-laws.
- 6.5 The Recipient consents to the participation of New Brunswick or its representative at all public tender openings if requested by New Brunswick.
- 6.6 New Brunswick reserves the right to request additional information for review and approval purposes, including assessment of risks, or to make a determination as per Sections 8 (Environmental Assessment and Licensing) and 9 (Aboriginal Consultation).
- 6.7 Repair, restoration or replacement of property that was required to be removed, altered, damaged or destroyed in the course of carrying out the Project will be performed to bring the property to its pre-existing condition, meaning the same condition that the property was in at the time of the removal, alteration, damage, or destruction. Except as may be required by law, the work and materials required to bring the property to its pre-existing condition shall not exceed the quality or quantity as originally existed. Eligible Expenditures will not include any expenditures for enhancements or improvements.

## **7. ASSETS**

### **7.1 DISPOSAL OF ASSETS**

- a) Unless otherwise agreed to by New Brunswick, the Recipient agrees to retain title and



ownership of an Asset for the Asset Disposal Period.

- b) If at any time within the Asset Disposal Period, the Recipient sells, leases, or otherwise disposes of, directly or indirectly, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, other than to Canada, New Brunswick, a Local Government, or with New Brunswick's written consent, the Recipient may be required to reimburse New Brunswick any funds received from New Brunswick and Canada for the Project and will notify New Brunswick in writing within ninety (90) business days of the transaction.

## **7.2 REVENUE FROM ASSETS**

The Recipient acknowledges that New Brunswick and Canada's contributions to a Project is meant to accrue to the public benefit. The Recipient will notify New Brunswick in writing within ninety (90) business days of the end of a Fiscal Year if any Asset owned by a for-profit Recipient is used in such a way that, in the Fiscal Year, revenues are generated from it that exceed its operating expenses. New Brunswick and Canada may require the Recipient to immediately pay to New Brunswick and Canada a portion of the excess in the same portion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

## **7.3 REPAYABLE CONTRIBUTIONS**

Any funding provided to a Recipient that is a private sector body intended to allow the business to generate profits or to increase the value of the business, will be repayable to New Brunswick and Canada.

## **8. ENVIRONMENTAL ASSESSMENT AND LICENSING**

- 8.1 The Project may be subject to, among others, New Brunswick *Regulation 87-83 Environmental Impact Assessment Regulation – Clean Environment Act*. That Regulation contains a list of undertakings found in Schedule A of the Regulation, which are required to be registered and screened to determine whether a full Environmental Impact Assessment is warranted. If the project requires registration, a determination on the project must be obtained from the Minister of Environment and Local Government prior to any site work on the Project beginning.
- 8.2 The Project may also be subject to, among others, *Canadian Environmental Assessment Act (2012)*. This Act contains a list of physical activities found in *Regulations Designating Physical Activities* of the Act, which are required to be a designated project for an environmental assessment. If the Project is a designated project under the *Canadian Environmental Assessment Act (2012)*, a decision statement must be obtained prior to any site work on the Project beginning.



8.3 If the Project requires registration under New Brunswick *Regulation 87-83 Environmental Impact Assessment Regulation – Clean Environment Act* and/or is deemed to be a designated project under the *Canadian Environmental Assessment Act (2012)*, no site preparation, vegetation removal or construction will occur for a Project and no funds will be advanced to a recipient for expenditures related to construction work until New Brunswick and Canada are satisfied that all requirements under this act, other applicable federal environmental assessment legislation that is or may come into force during the term of this Agreement, and other applicable agreements between Canada and Aboriginal groups are met and continue to be met.

8.4 The Recipient will obtain all necessary licenses, permits, and approvals required for the Project by applicable legislation, regulations and by-laws be they Federal, Provincial or Municipal.

## **9. ABORIGINAL CONSULTATION**

9.1 Funding for the Project is conditional upon New Brunswick and Canada being satisfied that obligations with respect to the legal duty to consult, and if applicable, requirement to accommodate Aboriginal groups are met.

9.2 No site preparation, vegetation removal or construction will occur for a Project and New Brunswick and Canada has no obligation to pay any Eligible Expenditures that are capital costs, as determined by New Brunswick and Canada, until New Brunswick and Canada are satisfied that any legal duty to consult, and where appropriate, to accommodate Aboriginal groups or other federal consultation requirement has been met and continues to be met. If required, New Brunswick and Canada must be satisfied that for each Project:

- a) Aboriginal groups have been notified and, if applicable, consulted;
- b) If applicable, a summary of consultation or engagement activities has been provided, including a list of Aboriginal groups consulted, concerns raised, and how each of the concerns have been addressed, or if not addressed, an explanation as to why not;
- c) Accommodation measures, where appropriate, are being carried out by the Recipient and these costs may be considered Eligible Expenditures; and
- d) Any other information has been provided that New Brunswick and Canada may deem appropriate.

9.3 The Recipient will comply with all obligations (i) under Applicable Law; (ii) as required by regulatory bodies having jurisdiction over the subject matter of the project; and (iii) under



common law, to engage in Aboriginal consultation and consider Aboriginal interests.

## **10. CLAIMS AND PAYMENT**

- 10.1 Each claim for reimbursement of Eligible Expenditures shall be submitted on forms herein provided in Schedule D. Claims will include copies of invoices along with all supporting documents, proof of payment of each invoice submitted for reimbursement, and such other documents as may be requested by New Brunswick.
- 10.2 When any other federal or provincial assistance is given or is to be given in respect of the Project which was not taken into consideration in the original application, the contribution hereunder may be reduced by a corresponding amount.
- 10.3 New Brunswick reserves the right to withhold any or all reimbursements of Eligible Expenditures until completion documents provided in Schedule F are completed and returned to New Brunswick by the Recipient.
- 10.4 New Brunswick will not pay interest for failing to make a payment under this Agreement.
- 10.5 New Brunswick will not pay capital costs for a Project until the requirements under Section 8 (Environmental Assessment and Licensing) and Section 9 (Aboriginal Consultation), if applicable, are, in New Brunswick's opinion, satisfied to the extent possible at the date the claim is submitted to New Brunswick.
- 10.6 No claim for reimbursement shall be paid by New Brunswick unless it is received on or before January 31<sup>st</sup> of the year following the Fiscal Year in which the Eligible Expenditure is incurred and, in all circumstances, no later than March 31<sup>st</sup>, 2022.

## **11. REPORTING**

The Recipient will provide to New Brunswick at minimum on a quarterly basis a Project progress report in a format acceptable to New Brunswick and in accordance with Schedule E (Progress Report Form); and will submit, in a format acceptable to New Brunswick, a final project report in accordance with Schedule F (Completion Documents).

## **12. RETENTION OF CONTRIBUTION**

There will be no retention of contribution for this project.

## **13. AUDITS**

The Recipient agrees to allow New Brunswick reasonable and timely access to all its



documentation, records and accounts and those of their respective agents or third Parties related to the Project, and all other relevant information and documentation requested by New Brunswick, or their designated representatives, for the purposes of audit, evaluation, and ensuring compliance with this Agreement.

#### **14. RECORD KEEPING**

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers in respect of the Project, for at least seven (7) years after the IBA Funding Agreement End Date and will provide New Brunswick and their designated representatives with reasonable and timely access to documentation for the purposes of audit, evaluation, and ensuring compliance with this Agreement.

#### **15. DISPUTE RESOLUTION**

- a) The Parties will keep each other informed of any issue that could be contentious.
- b) If a contentious issue arises, the Oversight Committee will examine it and will, in good faith, attempt to resolve the contentious issue as soon as possible, and, in any event, within thirty (30) business days from the receipt of notice of such contentious issue. Where the Oversight Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within ninety (90) business days from the date of referral to the Parties.
- c) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the contentious issue.
- d) Any payments related to any contentious issue raised by either Party may be suspended by New Brunswick together with the obligations related to such issue, pending resolution.
- e) The Parties agree that nothing in this section will affect, alter or modify the rights of New Brunswick to terminate this Agreement.

#### **16. DEFAULT**

##### **16.1 EVENTS OF DEFAULT**

The following event constitutes the "Event of Default" under this Agreement:

- a) The Recipient has not complied with one or more of the terms and conditions of this Agreement.



## **16.2 DECLARATION OF DEFAULT**

New Brunswick may declare default if:

- a) The Event of Default occurs;
- b) New Brunswick gives notice to the Recipient of the event, which in New Brunswick's opinion constitutes an Event of Default; and
- c) The Recipient has failed, within thirty (30) business days of receipt of the notice, either to remedy the Event of Default or to notify and demonstrate to the satisfaction of New Brunswick that it has taken such steps as are necessary to remedy the Event of Default.

## **16.3 REMEDIES ON DEFAULT**

In the event that New Brunswick declares default, New Brunswick may exercise one or more of the following remedies, without limiting any remedy available to it by law:

- a) Suspend or terminate any obligation by New Brunswick to contribute or to continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension or termination;
- b) Require the Recipient to reimburse New Brunswick all or part of the contribution paid by New Brunswick to the Recipient; or
- c) Terminate this Agreement.

## **17. LIMITATION OF LIABILITY**

In no event will New Brunswick or Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation

in relation to this Agreement or the Project.



## **18. INDEMNIFICATION**

The Recipient will at all times indemnify and save harmless New Brunswick and Canada, its officers, servants, employees, or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation

in relation to this Agreement or the Project, except to the extent to which such actions, by claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of this Agreement by an officer, servant, employee or agent of New Brunswick or Canada in the performance or his or her duties.

## **19. COMMUNICATIONS**

- 19.1 No public announcement of an activity related to the Project shall be made by the Recipient without the prior written consent of New Brunswick.
- 19.2 The Parties shall comply with the communications guideline set out in Schedule C referred to as the Communications Protocol.

## **20. GENERAL**

### **20.1 SURVIVAL**

Any provision in this Agreement which imposes an obligation after the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

### **20.2 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.**

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between New Brunswick and the Recipient or between New Brunswick and any third party.



- b) The Recipient will not represent itself, including in any agreement with a third party, as a partner, employee or agent of New Brunswick.

### **20.3 ACCOUNTING PRINCIPLES**

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the public sector accounting standards in effect in Canada.

### **20.4 COUNTERPART SIGNATURE**

This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.

### **20.5 SEVERABILITY**

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

### **20.6 AMENDMENTS**

This Agreement may be amended from time to time on written agreement of the Parties.

### **20.7 WAIVER**

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.



## **20.8 FORCE MAJEURE**

If any of the obligations within this Agreement is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

## **21. OTHER**

- 21.1 New Brunswick and the Recipient acknowledge that the financial contribution by Canada under this Agreement and, in consideration of that contribution and notwithstanding that Canada is not a signatory to this Agreement, the Parties agree that the terms of this Agreement applicable to or with respect to Canada, are for her sole benefit.
- 21.2 Nothing in this Agreement is to be construed as authorizing one Party to contract for or to incur any obligation on behalf of the other or to act as an agent for the other. Nothing in this Agreement is to be construed as authorizing the Recipient or any third Party to contract for or to incur any obligation on behalf of either Party or to act as an agent for either Party.
- 21.3 If there is a conflict between this Agreement and the IBA Funding Agreement, the provisions of the IBA Funding Agreement will apply.
- 21.4 The Recipient will ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada or New Brunswick applies will derive direct benefit from the Project's funding, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.
- 21.5 This Agreement is subject to the provincial *Right to Information and Protection of Privacy Act* as well as the federal *Access to Information Act* and the *Privacy Act*.
- 21.6 In the event of a breach of any of the terms and conditions of this Agreement by the Recipient, no further contributions shall be made by New Brunswick and all previous payments shall be returned to New Brunswick within thirty (30) days of written notification to that effect.

## **22. NOTICE**

Any notice provided under this Agreement may be delivered in person, sent by email, facsimile or mail, addressed to:



For New Brunswick:

Regional Development Corporation  
P.O. Box 6000  
Fredericton, NB E3B 5H1  
Phone: 506-453-2277  
Fax: 506-453-7988  
Email: [IBA-EBI@gnb.ca](mailto:IBA-EBI@gnb.ca)

or such other address, email or facsimile number, or addressed to such other person as New Brunswick may, from time to time, designate in writing to the Recipient; and

City of Saint John  
P.O. Box 1971  
15 Market Square  
Saint John, NB E2L 4L1  
Phone: (506) 648-3713  
Email: [cityclerk@saintjohn.ca](mailto:cityclerk@saintjohn.ca)

Or such other address, email or facsimile number, or addressed to such other person as the Recipient may, from time to time, designate in writing to New Brunswick.

Such notice will be deemed to have been received, if sent by mail or email, when receipt is acknowledged by the other Party; by facsimile, when transmitted and receipt is confirmed; and in person, when delivered.

## **23. COMPLIANCE WITH LAWS**

The Recipient will comply with all applicable laws, regulations, all requirements of regulatory bodies having jurisdiction over the subject matter of the Project and any common law obligations to consult with, and where appropriate, will engage in Aboriginal consultation and consider Aboriginal interests.

## **24. GOVERNING LAW**

This Agreement is governed by the laws applicable in the Province of New Brunswick.

## **25. SUCCESSORS AND ASSIGNS**

This Agreement is binding upon the Parties and their respective successors and assigns.



## SIGNATURES

### REGIONAL DEVELOPMENT CORPORATION SOCIÉTÉ DE DÉVELOPPEMENT RÉGIONAL

Original signed by:

  
\_\_\_\_\_  
Cade Libby  
President

March 18, 2021  
Date

### City of Saint John

I/We hereby confirm that I/we have the authority to bind the CITY OF SAINT JOHN

Original signed by:

\_\_\_\_\_  
Don Darling  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jonathan Taylor  
Common Clerk

\_\_\_\_\_  
Date



## **SCHEDULE A – PROJECT DESCRIPTION**

**RECIPIENT:** City of Saint John      **PROJECT NUMBER:** 13347

**PROJECT TITLE:** Harbour Passage (Phase 1) – Loyalist Plaza and Pedway Connection

### **COVID-19 RESILIENT INFRASTRUCTURE STREAM (CVRIS):**

In response to the significant health and socio-economic challenges brought on by the COVID-19 pandemic, Infrastructure Canada (INFC) has implemented a number of time-limited changes to the existing Investing in Canada Infrastructure Program (ICIP). The COVID-19 Resilience stream will support pandemic recovery efforts by rapidly advancing the project approval process to allow for work to get underway.

Funding will come from transfers of up to 10% of the original allocations under the Public Transit, Green Infrastructure, Community, Culture and Recreation Infrastructure, and Rural and Northern Communities Infrastructure streams.

### **PROJECT DESCRIPTION**

Of the 5 kilometers of waterfront in the City of Saint John's Central Peninsula neighborhood, more than 90% of it is currently inaccessible. This project will extend the City's waterfront boardwalk and harbor passage system, effectively doubling the amount of accessible waterfront in Uptown Saint John. This key transportation and recreational infrastructure will improve connections from the waterfront to the rest of the harbour passage trail system, enhancing linkages between the City's Central Peninsula, the North End and the West Side. The harbour trail extension will encompass a roughly 30-foot-wide public space system along the edge of the Fundy Quay property and the Market Square boardwalk, spanning roughly 750 metres in total length and roughly 10,000 square meters in area. Phase 1 will encompass 350 metres of trail and approximately 7,000 square metres in area and will establish a new southern section of the trail along Fundy Quay, rehabilitate the deteriorating downtown boardwalk system and reroute the existing trail system at Loyalist Plaza to integrate with new sections. The trail system will include ancillary public spaces at Loyalist Plaza to provide public amenities and to encourage usage of the trail system, including amenity space along Market Square, the central destination of the trail system.

### **ELIGIBLE PROJECT EXPENDITURES:**

The Canada – New Brunswick Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program shall contribute a financial incentive of 80% of the aforementioned eligible project expenditures of \$ 9,995,000 being an amount not exceeding \$ 7,996,000. Subject to this Agreement, the Recipient shall be responsible for contributing at least 20% of the Eligible Expenditures of the project implemented under this Agreement.



Expenditure overruns will not be considered as Eligible Expenditures and will be the responsibility of the Recipient. No contribution shall be made under the Canada – New Brunswick Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program with respect to any expenditure incurred other than the eligible project expenditures.

**FINANCING OF PROJECT:**

Funding Source	Fiscal Year 2020-2021	Fiscal Year 2021-2022	Totals	Funding Percentage
Canada	\$200,000	\$7,796,000	\$7,996,000	80 %
New Brunswick	\$0	\$0	\$0	0 %
Recipient	\$50,000	\$1,949,000	\$1,999,000	20 %
Total	\$250,000	\$9,745,000	\$9,995,000	100.00%

New Brunswick will reimburse 80% (80% Canada and 0% New Brunswick) of eligible costs on each claim submitted for reimbursement up to the total approved contributions.

**FEDERAL ENVIRONMENTAL AND/OR IMPACT ASSESSMENT REQUIREMENTS:** No.

**FEDERAL INDIGINOUS CONSULTATION/NOTIFICATION REQUIREMENTS:** Yes. The Infrastructure Canada letter specifying the requirements will be shared with the Recipient.

**ADDITIONAL CONDITION:**

- a) The Recipient will demonstrate to New Brunswick's satisfaction that all funding to complete the Project has been secured, prior to New Brunswick paying eligible costs.
- b) Unless otherwise agreed to by New Brunswick, the Recipient agrees to retain title and ownership of an Asset for the Asset Disposal Period.
- c) For your project to be eligible for funding, construction must start before September 30<sup>th</sup>, 2021 and must be substantially complete by December 31<sup>st</sup>, 2021. Costs incurred after December 31<sup>st</sup> 2021 will not be eligible for reimbursement.

The Project may not proceed with construction until Canada and New Brunswick can confirm that the obligations for environmental assessment, Aboriginal consultation and every additional condition have been met.

**FORCASTED CONSTRUCTION START DATE (YYYY/MM/DD): 2021/02/22**

**FORCASTED CONSTRUCTION END DATE (YYYY/MM/DD): 2021/12/31**

**PROJECT CATEGORY OUTCOMES/BENEFITS** that will need to be quantified:

Category: Active Transportation

Sub-Assets: Foot paths and foot bridges



## **SCHEDULE B – ELIGIBLE AND INELIGIBLE EXPENDITURES**

### **ELIGIBLE EXPENDITURES**

Eligible Expenditures will include the following:

- a) All costs considered by New Brunswick and Canada to be direct and necessary for the successful implementation of an eligible Project, excluding those explicitly identified in the Ineligible Expenditures section below, and which may include capital costs, design and planning, and costs related to meeting specific program requirements, including completing climate lens assessments and creating community employment benefit plans; and
- b) The incremental costs of employees of a Recipient may be included as Eligible Expenditures for a Project under the following conditions:
  - The Recipient is able to demonstrate that it is not economically feasible to tender a Contract; and
  - The arrangement is approved in advance and in writing by New Brunswick and Canada.

### **INELIGIBLE EXPENDITURES**

Ineligible expenditures will include the following:

- a) Costs incurred before November 29<sup>th</sup>, 2020 and any and all expenditures related to contracts signed prior to Project approval, except for expenditures associated with completing climate lens assessments;
- b) Costs incurred after December 31<sup>st</sup>, 2021
- c) Costs incurred for cancelled Projects;
- d) Costs of relocating entire communities;
- e) Land acquisition;
- f) Leasing and, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs;
- g) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of Recipients, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Recipient's staff, except in



accordance with Section b) of Eligible Expenditures;

- h) Financing charges, legal fees, and loan interest payments, including those related to easements (e.g. surveys);
- i) Any goods and services costs which are received through donations or in kind;
- j) Provincial sales tax, goods and services tax, or harmonized sales tax for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
- k) Costs associated with operating expenses and regularly scheduled maintenance work;
- l) Costs related to furnishing and non-fixed assets which are not essential for the operation of the Asset/Project; and
- m) All capital costs, including site preparation and construction costs, until New Brunswick and Canada has confirmed that environmental assessment and Aboriginal consultation obligations as required under Section 8 (Environmental Assessment and Licensing) and 9 (Aboriginal Consultation) have been met and continue to be met.

## **SCHEDULE C – COMMUNICATIONS PROTOCOL**

### **1. Purpose**

- a) This communications protocol outlines the roles and responsibilities of each of the Parties to this Agreement, as well as those of Canada, with respect to communication activities related to the Project.
- b) This communications protocol will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.
- c) The provisions of this communications protocol apply to all Communications Activities related to the Agreement and any Projects funded under the Agreement. Such Communications Activities may include, but are not limited to, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

### **2. Guiding Principles**

- a) The Parties recognize the importance of managing the delivery of coherent Communications Activities based on the principle of transparent and open discussion and collaboration.



- b) Communications Activities undertaken in accordance with this communications protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.
- c) The Communications Activities undertaken jointly by Canada, New Brunswick and the Recipient shall recognize the funding of all Parties to the Project.

### **3. Governance**

- a) The Oversight Committee shall be responsible for monitoring the implementation of this communications protocol.
- b) New Brunswick is responsible for communication the requirements and responsibilities outlined in this communications protocol to the Recipient and for ensuring their compliance.
- c) New Brunswick shall communicate to the Recipient any deficiencies and/or corrective actions identified by Canada or by the Oversight Committee.

### **4. Joint Communications**

- a) Canada, New Brunswick and the Recipient will have Joint Communications about the funding of the Project.
- b) Joint Communications under the Agreement should not occur without the prior knowledge and agreement of all Parties, where applicable.
- c) All Joint Communications material will be approved by Canada and New Brunswick prior to release, and will recognize the funding of all Parties.
- d) Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of the Project. The requestor will provide at least 15 business days' notice to the other Parties. If the communications activity is an event, it will take place at a mutually agreed date and location.
- e) The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative (in the case of an event).
- f) New Brunswick or the Recipient will be responsible for providing onsite communications and logistics support. Any related costs are eligible for cost-sharing in accordance with the formula outlined in the funding agreement.
- g) Canada and New Brunswick have an obligation to communicate in English and French. Joint Communications products must be bilingual and include the Canada and New Brunswick wordmark and other Parties' logos. Canada and New Brunswick will provide the translation and final approval on products.
- h) The conduct of all Joint Communications will follow the *Table of Precedence for Canada*.

### **5. Individual Communications**



- a) Notwithstanding Section 4 of this communications protocol (Joint Communications), Canada and New Brunswick retain the right to meet its obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities.
- b) Canada, New Brunswick and the Recipient may each include general program messaging and examples of projects funded through the Agreement in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties, and if web or social media based, from linking to it.
- c) Canada, New Brunswick or the Recipient may issue digital communications to communicate progress of the Project.
- d) Where a web site or web page is created to promote or communicate progress on a funded Project, it must recognize federal and provincial funding through the use of a digital sign or through the use of the Canada wordmark and the following wordings, "This project is funded in part by the Government of Canada". The Canada wordmark or digital sign must link to Infrastructure Canada's website, at [www.infrastructure.gc.ca](http://www.infrastructure.gc.ca). Canada will provide and publish guidelines for how this recognition is to appear. The Recipient will also recognize the funding of New Brunswick in a similar manner.
- e) The Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual Communications Activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to [INFC.photos@canada.ca](mailto:INFC.photos@canada.ca) along with project name and location.

## **6. Operational Communications**

- a) The Recipient is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, or construction and public safety notices. Operational communications as described above are not subject to the federal official language policy.
- b) Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada". As appropriate, operational communications will also recognize the funding of New Brunswick in a similar manner.

## **7. Media Relations**

- a) Canada and New Brunswick will share information promptly with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

## **8. Signage**

- a) Canada, New Brunswick or the Recipient may request a sign recognizing their funding contribution to the Project.



- b) Where a physical sign is to be installed, unless otherwise agreed upon by Canada, it will be the Recipient that will produce and install a joint physical sign that recognizes funding of each Party at each Project site in accordance with current federal signage guidelines.
- c) The joint sign design, content and installation guidelines will be provided by Canada.
- d) The recognition of funding contributions of each Party and the Recipient will be of equal prominence and visibility.
- e) Digital signage may also be used in addition or in place of a physical sign in cases where a physical sign would not be appropriate due to project type, scope, location or duration.
- f) Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the federal and provincial contributions and be approved by Canada and New Brunswick.
- g) The Recipient agrees to inform New Brunswick of sign installations through the Project progress reports referenced in Section 11 (Reporting) of this Agreement.
- h) Where a physical sign is being installed, signage should be installed at each Project site one (1) month prior to the start of construction, be visible for the duration of that Project, and remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.
- i) Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

## **9. Advertising Campaigns**

- a) Recognizing that advertising can be an effective means of communicating with the public, Canada and New Brunswick may, at their own cost, organize an advertising or public information campaign related to the Agreement or eligible Project. However, such a campaign will respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Recipient will inform the other Parties or of its intention no less than twenty-one (21) working days prior to the campaign launch.



**SCHEDULE D – DETAILED CLAIM FORM**  
*Digital version to be sent at a later date*



**SCHEDULE E - PROGRESS REPORT**  
*Digital version to be sent at a later date*



## SCHEDULE (F.1)

### DECLARATION OF SUBSTANTIAL COMPLETION

Pursuant to the Agreement entered into between the Province, represented by the Minister responsible for the Regional Development Corporation, and City of Saint John, I \_\_\_\_\_, a licensed professional or an acceptable equivalent approved by the Province including the President or legal head of the Ultimate Recipient, do solemnly declare as follows:

1. That I am the \_\_\_\_\_ (title, organization), and as such have knowledge of the matters set forth in this affidavit;
2. That the work identified as Project **13347** as described in Schedule A in the above- mentioned Agreement has been substantially completed on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.
3. That the work:
  - a. Was carried out by \_\_\_\_\_ (the prime contractor). Between the dates of \_\_\_\_\_ (start date) and \_\_\_\_\_ (completion date);
  - b. Was supervised and inspected by qualified staff;
  - c. Conforms with the plans, specifications and other documentation for the work; and
  - d. Conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

Declared at \_\_\_\_\_ (City), in the Province of New Brunswick this day of \_\_\_\_\_ (date).

\_\_\_\_\_  
Signature



## **SCHEDULE (F.2) - PROJECT COMPLETION REPORT**

*Digital version to be sent at a later date*









## INTEGRATED BILATERAL AGREEMENT CONTRIBUTION AGREEMENT

This Agreement is made as of the date of last signature.

**BETWEEN:** HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NEW BRUNSWICK,  
as represented by the Minister of Regional Development Corporation ("New  
Brunswick")

**AND:** CITY OF SAINT JOHN  
in the Province of New Brunswick ("Recipient")

Individually referred to as a "Party" and collectively referred to as the "Parties".

**WHEREAS CANADA AND NEW BRUNSWICK** entered into a funding agreement, the *Canada – New Brunswick Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program*, effective March 18, 2018, to establish the terms and conditions whereby Canada will provide funding to New Brunswick for Projects;

**AND WHEREAS** Canada agrees to deliver up to a maximum of \$673,217,568 to New Brunswick in four key areas: public transit; green infrastructure; community, culture and recreation infrastructure; and rural and northern communities infrastructure;

**AND WHEREAS** New Brunswick agrees to enter into Agreements with Recipients for funding, namely the present *Integrated Bilateral Agreement Contribution Agreement* (Agreement);

**AND WHEREAS** this Agreement is made pursuant to the *Canada - New Brunswick Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program* and therefore all relevant provisions of that Funding Agreement shall apply;

**NOW THEREFORE**, in accordance with the mutual covenants and agreements herein, the Parties agree as follows:

### 1. PURPOSE

The purpose of this Agreement is to establish the terms and conditions whereby New Brunswick will provide funding to the Recipient for the Project described in Schedule A.



## 2. ANNEXES AND SCHEDULES

The following schedules are attached to, and form part of this Agreement:

- Schedule A – Project Description
- Schedule B – Eligible and Ineligible Expenditures
- Schedule C – Communications Protocol
- Schedule D – Detailed Claim Form
- Schedule E – Progress Report Form
- Schedule F – Completion Documents
  - F.1 Declaration of Substantial Completion
  - F.2 Project Completion Form

## 3. INTERPRETATION

### 3.1 DEFINITIONS

In addition to the terms and conditions defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this section.

**“Agreement”** means this *Integrated Bilateral Agreement Contribution Agreement* and all schedules, as may be amended from time to time.

**“Agreement End Date”** means the date at which the final payment is made to the Recipient which will, in any case, be no later than March 31, 2024.

**“Asset”** means any real or personal property or immovable or movable asset, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with contribution funding provided by New Brunswick under the terms and conditions of this Agreement.

**“Asset Disposal Period”** means the period ending five (5) years after a Project is Substantially Completed.

**“Canada”** means the Government of Canada, as represented by the President of the Queen’s Privy Council for Canada, Minister of Infrastructure, Communities and Intergovernmental Affairs.

**“Communications Activity” or “Communications Activities”** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences. Public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

**“Contract”** means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to a Project in return for financial consideration.



**“Effective Date”** means the date of last signature of this Agreement.

**“Eligible Expenditures”** means those costs incurred and paid that are eligible for reimbursement by New Brunswick, with funds from New Brunswick and Canada, as set out in Schedule B that have been approved as part of a Project approval.

**“Fiscal Year”** means the period beginning April 1<sup>st</sup> of a calendar year and ending on March 31<sup>st</sup> of the following calendar year.

**“IBA Funding Agreement”** means the *Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program*, which sets out the roles and responsibilities of Canada and New Brunswick for the delivery of the program, including attached Schedules.

**“Incurred”** means an event or transaction has taken place for which an obligation to pay exists, even if an invoice has not been received, such that the underlying evidence indicates there is little or no discretion to avoid the obligation. The value of the obligation is to be calculated in accordance with recognized Canadian accounting standards.

**“Joint Communications”** means events, news releases, and signage that relate to this Agreement and are collaboratively developed and approved by Canada, New Brunswick and, where applicable, the Ultimate Recipient, and are not operational in nature.

**“Oversight Committee”** means the committee established under the IBA Funding Agreement consisting of representatives from Canada and New Brunswick.

**“Person”** means, without limitation, a person, New Brunswick, an Ultimate Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

**“Project” or “Projects”** means the project approved by New Brunswick and Canada under the IBA Funding Agreement as described in Schedule A.

**“Substantial Completion” or “Substantially Completed”** means, when referring to a Project, that the Project can be used for the purpose for which it was intended.

### **3.2 ENTIRE AGREEMENT**

This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject of the Agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by New Brunswick to the Recipient except as expressly set out in this Agreement.

### **3.3 DURATION OF AGREEMENT**

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date.



#### **4. OBLIGATIONS OF THE PARTIES**

##### **4.1 COMMITMENTS BY NEW BRUNSWICK**

- a) New Brunswick agrees to provide funding from Canada and New Brunswick to the Recipient in accordance with Schedule A.
- b) Subject to paragraph 4.2 c) the Parties agree that New Brunswick's role is limited to providing funding to Projects and that New Brunswick and Canada will have no involvement in the implementation of any Project or its operation. New Brunswick and Canada are neither a decision-maker nor an administrator of the Project.

##### **4.2 COMMITMENTS BY THE RECIPIENT**

- a) The Recipient agrees to advance the Project, claim only for Eligible Expenditures in a diligent and timely manner, and is responsible for any unapproved expenditures and cost overruns.
- b) The Recipient will be responsible for the costs of producing and installing federal and provincial program signs. Signage costs are an Eligible Expenditure.
- c) If the Project is cancelled, the Recipient agrees to return any previous payments to New Brunswick within thirty (30) days of written notification to that effect.
- d) The Recipient shall allow any authorized representative of New Brunswick or Canada reasonable access to the project site to assess the Project's progress, to review all records and accounts maintained and to carry out the evaluation process required for the implementation of the IBA Funding Agreement. The Recipient shall provide all records and accounts as requested by New Brunswick.
- e) The Recipient agrees to bear all operating expenditures of the Project.
- f) If the Project total estimated Eligible Expenditures exceeds ten million dollars (\$10,000,000), the Recipient will report on community employment benefits provided to at least three (3) target groups (apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, new Canadians, or small-medium-sized enterprises and social enterprises).



### **4.3 APPROPRIATIONS**

Notwithstanding New Brunswick's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Legislature of New Brunswick or the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. New Brunswick and Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act of the provincial or federal Crown's main or supplementary estimates expenditures. New Brunswick and Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

## **5. FISCAL YEAR BUDGETING**

- a) The amount of contribution funding payable by New Brunswick and Canada each Fiscal Year is set out in Schedule A.
- b) If the actual amount payable by New Brunswick and Canada in respect of any Fiscal Year is less than the estimated maximum amounts in Schedule A, the Recipient may request that New Brunswick and Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 4 (Appropriations), New Brunswick and Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of New Brunswick and Canada's contribution funding to a Project will require appropriation adjustments or provincial and federal Crown approvals.
- c) In the event that any requested re-allocation of New Brunswick and Canada's contribution funding to a Project is not approved, the amount of New Brunswick and Canada's contribution payable in accordance with Schedule A may be reduced by the amount of the requested re-allocation. If the contribution payable by New Brunswick and Canada in accordance with Schedule A is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

## **6. PROJECT IMPLEMENTATION**

- 6.1 The Recipient shall not change the Project scope, timing or location without the prior written approval of New Brunswick. The Recipient will promptly inform New Brunswick should the project be cancelled.



- 6.2 For the duration of the Project, the Recipient will provide New Brunswick with progress report forms as set out in Schedule E, updated every year on May 15 and November 15.
- 6.3 The Recipient will be responsible for arranging the engineering design, calling of public tenders, and awarding of the contract to the successful bidder, and overall management of the contract. The Recipient will award and manage all contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international and interprovincial trade agreements, and all other applicable laws, including the *Procurement Act*, SNB 2012, c.20. If New Brunswick determines that a Contract is awarded in a manner that is not in compliance with the foregoing, upon notification to the Recipient, New Brunswick may consider the expenditures associated with the Contract to be ineligible.
- 6.4 The Recipient agrees to ensure that the Project work shall be carried out in accordance with all federal, provincial, or municipal (local government) rules, regulations and laws governing such work and in accordance with the best general practices then current at the time of construction of the project. In addition, the Project must also:
- Meet or exceed any applicable energy efficiency standards for buildings outlined in the Pan-Canadian Framework on Clean Growth and Climate Change.
  - Meet or exceed the requirement of the highest published accessibility standard in a jurisdiction, in addition to applicable provincial building codes and relevant municipal by-laws.
- 6.5 The Recipient consents to the participation of New Brunswick or its representative at all public tender openings if requested by New Brunswick.
- 6.6 New Brunswick reserves the right to request additional information for review and approval purposes, including assessment of risks, or to make a determination as per Sections 8 (Environmental Assessment and Licensing) and 9 (Aboriginal Consultation).
- 6.7 Repair, restoration or replacement of property that was required to be removed, altered, damaged or destroyed in the course of carrying out the Project will be performed to bring the property to its pre-existing condition, meaning the same condition that the property was in at the time of the removal, alteration, damage, or destruction. Except as may be required by law, the work and materials required to bring the property to its pre-existing condition shall not exceed the quality or quantity as originally existed. Eligible Expenditures will not include any expenditures for enhancements or improvements.

## **7. ASSETS**

### **7.1 DISPOSAL OF ASSETS**

- a) Unless otherwise agreed to by New Brunswick, the Recipient agrees to retain title and ownership of an Asset for the Asset Disposal Period.



- b) If at any time within the Asset Disposal Period, the Recipient sells, leases, or otherwise disposes of, directly or indirectly, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, other than to Canada, New Brunswick, a Local Government, or with New Brunswick's written consent, the Recipient may be required to reimburse New Brunswick any funds received from New Brunswick and Canada for the Project and will notify New Brunswick in writing within ninety (90) business days of the transaction.

## **7.2 REVENUE FROM ASSETS**

The Recipient acknowledges that New Brunswick and Canada's contributions to a Project is meant to accrue to the public benefit. The Recipient will notify New Brunswick in writing within ninety (90) business days of the end of a Fiscal Year if any Asset owned by a for-profit Recipient is used in such a way that, in the Fiscal Year, revenues are generated from it that exceed its operating expenses. New Brunswick and Canada may require the Recipient to immediately pay to New Brunswick and Canada a portion of the excess in the same portion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

## **7.3 REPAYABLE CONTRIBUTIONS**

Any funding provided to a Recipient that is a private sector body intended to allow the business to generate profits or to increase the value of the business, will be repayable to New Brunswick and Canada.

## **8. ENVIRONMENTAL ASSESSMENT AND LICENSING**

- 8.1 The Project may be subject to, among others, New Brunswick *Regulation 87-83 Environmental Impact Assessment Regulation – Clean Environment Act*. That Regulation contains a list of undertakings found in Schedule A of the Regulation, which are required to be registered and screened to determine whether a full Environmental Impact Assessment is warranted. If the project requires registration, a determination on the project must be obtained from the Minister of Environment and Local Government prior to any site work on the Project beginning.
- 8.2 The Project may also be subject to, among others, *Canadian Environmental Assessment Act (2012)*. This Act contains a list of physical activities found in *Regulations Designating Physical Activities* of the Act, which are required to be a designated project for an environmental assessment. If the Project is a designated project under the *Canadian Environmental Assessment Act (2012)*, a decision statement must be obtained prior to any site work on the Project beginning.



8.3 If the Project requires registration under New Brunswick *Regulation 87-83 Environmental Impact Assessment Regulation – Clean Environment Act* and/or is deemed to be a designated project under the *Canadian Environmental Assessment Act (2012)*, no site preparation, vegetation removal or construction will occur for a Project and no funds will be advanced to a recipient for expenditures related to construction work until New Brunswick and Canada are satisfied that all requirements under this act, other applicable federal environmental assessment legislation that is or may come into force during the term of this Agreement, and other applicable agreements between Canada and Aboriginal groups are met and continue to be met.

8.4 The Recipient will obtain all necessary licenses, permits, and approvals required for the Project by applicable legislation, regulations and by-laws be they Federal, Provincial or Municipal.

## **9. ABORIGINAL CONSULTATION**

9.1 Funding for the Project is conditional upon New Brunswick and Canada being satisfied that obligations with respect to the legal duty to consult, and if applicable, requirement to accommodate Aboriginal groups are met.

9.2 No site preparation, vegetation removal or construction will occur for a Project and New Brunswick and Canada has no obligation to pay any Eligible Expenditures that are capital costs, as determined by New Brunswick and Canada, until New Brunswick and Canada are satisfied that any legal duty to consult, and where appropriate, to accommodate Aboriginal groups or other federal consultation requirement has been met and continues to be met. If required, New Brunswick and Canada must be satisfied that for each Project:

- a) Aboriginal groups have been notified and, if applicable, consulted;
- b) If applicable, a summary of consultation or engagement activities has been provided, including a list of Aboriginal groups consulted, concerns raised, and how each of the concerns have been addressed, or if not addressed, an explanation as to why not;
- c) Accommodation measures, where appropriate, are being carried out by the Recipient and these costs may be considered Eligible Expenditures; and
- d) Any other information has been provided that New Brunswick and Canada may deem appropriate.

9.3 The Recipient will comply with all obligations (i) under Applicable Law; (ii) as required by regulatory bodies having jurisdiction over the subject matter of the project; and (iii) under common law, to engage in Aboriginal consultation and consider Aboriginal interests.



## **10. CLAIMS AND PAYMENT**

- 10.1 Each claim for reimbursement of Eligible Expenditures shall be submitted on forms herein provided in Schedule D. Claims will include copies of invoices along with all supporting documents, proof of payment of each invoice submitted for reimbursement, and such other documents as may be requested by New Brunswick.
- 10.2 When any other federal or provincial assistance is given or is to be given in respect of the Project which was not taken into consideration in the original application, the contribution hereunder may be reduced by a corresponding amount.
- 10.3 New Brunswick reserves the right to withhold any or all reimbursements of Eligible Expenditures until completion documents provided in Schedule F are completed and returned to New Brunswick by the Recipient.
- 10.4 New Brunswick will not pay interest for failing to make a payment under this Agreement.
- 10.5 New Brunswick will not pay capital costs for a Project until the requirements under Section 8 (Environmental Assessment and Licensing) and Section 9 (Aboriginal Consultation), if applicable, are, in New Brunswick's opinion, satisfied to the extent possible at the date the claim is submitted to New Brunswick.
- 10.6 No claim for reimbursement shall be paid by New Brunswick unless it is received on or before January 31<sup>st</sup> of the year following the Fiscal Year in which the Eligible Expenditure is incurred and in all circumstances, no later than March 31, 2024.

## **11. REPORTING**

The Recipient will provide to New Brunswick at minimum on a semi-annual basis a Project progress report in a format acceptable to New Brunswick and in accordance with Schedule E (Progress Report Form); and will submit, in a format acceptable to New Brunswick, a final project report in accordance with Schedule F (Completion Documents).

## **12. RETENTION OF CONTRIBUTION**

New Brunswick will retain a minimum of fifteen percent (15%) of its contribution funding for this Project under this Agreement. The amount retained by New Brunswick will be released by New Brunswick when:

- a) The Recipient fulfils all of its obligations for the Project under this Agreement;
- b) The Recipient submits an attestation, from a delegated official and in a format acceptable to New Brunswick, that the Project has been Substantially Completed and contribution funding under this Agreement has been spent on Eligible Expenditures;



and

- c) The Parties jointly carry out a final reconciliation of all claims and payments in respect of this Agreement and make any required adjustments.

### **13. AUDITS**

The Recipient agrees to allow New Brunswick reasonable and timely access to all its documentation, records and accounts and those of their respective agents or third Parties related to the Project, and all other relevant information and documentation requested by New Brunswick, or their designated representatives, for the purposes of audit, evaluation, and ensuring compliance with this Agreement.

### **14. RECORD KEEPING**

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers in respect of the Project, for at least seven (7) years after the IBA Funding Agreement End Date and will provide New Brunswick and their designated representatives with reasonable and timely access to documentation for the purposes of audit, evaluation, and ensuring compliance with this Agreement.

### **15. DISPUTE RESOLUTION**

- a) The Parties will keep each other informed of any issue that could be contentious.
- b) If a contentious issue arises, the Oversight Committee will examine it and will, in good faith, attempt to resolve the contentious issue as soon as possible, and, in any event, within thirty (30) business days from the receipt of notice of such contentious issue. Where the Oversight Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within ninety (90) business days from the date of referral to the Parties.
- c) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the contentious issue.
- d) Any payments related to any contentious issue raised by either Party may be suspended by New Brunswick together with the obligations related to such issue, pending resolution.
- e) The Parties agree that nothing in this section will affect, alter or modify the rights of New Brunswick to terminate this Agreement.



## **16. DEFAULT**

### **16.1 EVENTS OF DEFAULT**

The following event constitutes the “Event of Default” under this Agreement:

- a) The Recipient has not complied with one or more of the terms and conditions of this Agreement.

### **16.2 DECLARATION OF DEFAULT**

New Brunswick may declare default if:

- a) The Event of Default occurs;
- b) New Brunswick gives notice to the Recipient of the event, which in New Brunswick’s opinion constitutes an Event of Default; and
- c) The Recipient has failed, within thirty (30) business days of receipt of the notice, either to remedy the Event of Default or to notify and demonstrate to the satisfaction of New Brunswick that it has taken such steps as are necessary to remedy the Event of Default.

### **16.3 REMEDIES ON DEFAULT**

In the event that New Brunswick declares default, New Brunswick may exercise one or more of the following remedies, without limiting any remedy available to it by law:

- a) Suspend or terminate any obligation by New Brunswick to contribute or to continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension or termination;
- b) Require the Recipient to reimburse New Brunswick all or part of the contribution paid by New Brunswick to the Recipient; or
- c) Terminate this Agreement.

## **17. LIMITATION OF LIABILITY**

In no event will New Brunswick or Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;



- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation

in relation to this Agreement or the Project.

## **18. INDEMNIFICATION**

The Recipient will at all times indemnify and save harmless New Brunswick and Canada, its officers, servants, employees, or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation

in relation to this Agreement or the Project, except to the extent to which such actions, by claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of this Agreement by an officer, servant, employee or agent of New Brunswick or Canada in the performance or his or her duties.

## **19. COMMUNICATIONS**

- 19.1 No public announcement of an activity related to the Project shall be made by the Recipient without the prior written consent of New Brunswick.
- 19.2 The Parties shall comply with the communications guideline set out in Schedule C referred to as the Communications Protocol.

## **20. GENERAL**

### **20.1 SURVIVAL**

Any provision in this Agreement which imposes an obligation after the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.



## **20.2 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.**

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between New Brunswick and the Recipient or between New Brunswick and any third party.
- b) The Recipient will not represent itself, including in any agreement with a third party, as a partner, employee or agent of New Brunswick.

## **20.3 ACCOUNTING PRINCIPLES**

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the public sector accounting standards in effect in Canada.

## **20.4 COUNTERPART SIGNATURE**

This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.

## **20.5 SEVERABILITY**

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

## **20.6 AMENDMENTS**

This Agreement may be amended from time to time on written agreement of the Parties.

## **20.7 WAIVER**

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.



## **20.8 FORCE MAJEURE**

If any of the obligations within this Agreement is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

## **21. OTHER**

- 21.1 New Brunswick and the Recipient acknowledge that the financial contribution by Canada under this Agreement and, in consideration of that contribution and notwithstanding that Canada is not a signatory to this Agreement, the Parties agree that the terms of this Agreement applicable to or with respect to Canada, are for her sole benefit.
- 21.2 Nothing in this Agreement is to be construed as authorizing one Party to contract for or to incur any obligation on behalf of the other or to act as an agent for the other. Nothing in this Agreement is to be construed as authorizing the Recipient or any third Party to contract for or to incur any obligation on behalf of either Party or to act as an agent for either Party.
- 21.3 If there is a conflict between this Agreement and the IBA Funding Agreement, the provisions of the IBA Funding Agreement will apply.
- 21.4 The Recipient will ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada or New Brunswick applies will derive direct benefit from the Project's funding, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.
- 21.5 This Agreement is subject to the provincial *Right to Information and Protection of Privacy Act* as well as the federal *Access to Information Act* and the *Privacy Act*.
- 21.6 In the event of a breach of any of the terms and conditions of this Agreement by the Recipient, no further contributions shall be made by New Brunswick and all previous payments shall be returned to New Brunswick within thirty (30) days of written notification to that effect.

## **22. NOTICE**

Any notice provided under this Agreement may be delivered in person, sent by email, facsimile or mail, addressed to:



For New Brunswick:

Regional Development Corporation  
P.O. Box 6000  
Fredericton, NB E3B 5H1  
Phone: (506) 453-2277  
Fax: (506) 453-7988  
Email: [IBA-EBI@gnb.ca](mailto:IBA-EBI@gnb.ca)

or such other address, email or facsimile number, or addressed to such other person as New Brunswick may, from time to time, designate in writing to the Recipient; and

City of Saint John  
Common Clerk  
P.O. Box 1971  
15 Market Square  
Saint John, NB E2L 4L1  
Phone: (506) 658-2862  
Email: [cityclerk@saintjohn.ca](mailto:cityclerk@saintjohn.ca)

Or such other address, email or facsimile number, or addressed to such other person as the Recipient may, from time to time, designate in writing to New Brunswick.

Such notice will be deemed to have been received, if sent by mail or email, when receipt is acknowledged by the other Party; by facsimile, when transmitted and receipt is confirmed; and in person, when delivered.

## **23. COMPLIANCE WITH LAWS**

The Recipient will comply with all applicable laws, regulations, all requirements of regulatory bodies having jurisdiction over the subject matter of the Project and any common law obligations to consult with, and where appropriate, will engage in Aboriginal consultation and consider Aboriginal interests.

## **24. GOVERNING LAW**

This Agreement is governed by the laws applicable in the Province of New Brunswick.

## **25. SUCCESSORS AND ASSIGNS**

This Agreement is binding upon the Parties and their respective successors and assigns.



**SIGNATURES**

**REGIONAL DEVELOPMENT CORPORATION  
SOCIÉTÉ DE DÉVELOPPEMENT RÉGIONAL**

Original signed by:

  
\_\_\_\_\_  
Cade Libby  
President

Date March 18, 2021

**CITY OF SAINT JOHN**

I/We hereby confirm that I/we have the authority to bind the CITY OF SAINT JOHN

Original signed by:

\_\_\_\_\_  
Don Darling  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jonathan Taylor  
Common Clerk

\_\_\_\_\_  
Date



## **SCHEDULE A – PROJECT DESCRIPTION**

**RECIPIENT:** City of Saint John      **PROJECT NUMBER:** 13823

**PROJECT TITLE:** Fundy Quay – Harbour Passage Phase 2

### **PROJECT DESCRIPTION:**

Of the 5 kilometers of waterfront in the City of Saint John's Central Peninsula neighborhood, more than 90% of it is currently inaccessible. This project will extend the City's waterfront boardwalk and harbor passage system, effectively doubling the amount of accessible waterfront in Uptown Saint John. This key transportation and recreational infrastructure will improve connections from the waterfront to the rest of the harbour passage trail system, enhancing linkages between the City's Central Peninsula, the North End and the West Side. The harbour trail extension will encompass a 30-foot-wide public space system along the edge of the Fundy Quay property and the Market Square boardwalk, spanning roughly 750 metres in total length and roughly 10,000 square meters in area.

Phase 2 of the Harbour Passage extension will formally connect Loyalist Plaza to the southern extension along Fundy Quay with an additional 350 metres of new trail along the perimeter of Fundy Quay. The trail system will include ancillary public spaces at Loyalist Plaza to provide public amenities and to encourage usage of the trail system. The project will consist of the creation of a new walkway, associated green spaces, park furniture, lighting, and complementary sculpture and other similar components to support programming and use of the trail.

### **ELIGIBLE PROJECT EXPENDITURES:**

The Canada – New Brunswick Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program shall contribute a financial incentive of 40% of the aforementioned eligible project expenditures of \$2,675,000. being an amount not exceeding \$1,070,000. Subject to this Agreement, the Recipient shall be responsible for contributing at least 8.3% of the Eligible Expenditures of the project implemented under this Agreement.

Expenditure overruns will not be considered as Eligible Expenditures and will be the responsibility of the Recipient. No contribution shall be made under the Canada – New Brunswick Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program with respect to any expenditure incurred other than the eligible project expenditures.



**FINANCING OF PROJECT:**

Funding Source	Fiscal Year 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Totals	Funding Percentage
Canada	\$40,000	\$495,000	\$535,000	\$1,070,000	40%
New Brunswick	\$51,692	\$639,683	\$691,375	\$1,382,750	51.7%
Recipient	\$8,308	\$102,817	\$111,125	\$222,250	8.3%
Total	<b>\$100,000</b>	<b>\$1,237,500</b>	<b>\$1,337,500</b>	<b>\$2,675,000</b>	100%

New Brunswick will reimburse 91.7% (40% Canada and 51.7% New Brunswick) of eligible costs on each claim submitted for reimbursement up to the total approved contributions.

**ENVIRONMENTAL ASSESSMENT REQUIREMENTS:** No.

**ABORIGINAL CONSULTATION OBLIGATIONS:** Yes. The Infrastructure Canada letter specifying the requirements will be shared with the Recipient.

**ADDITIONAL CONDITION:**

The Recipient will demonstrate to New Brunswick's satisfaction that all funding to complete the Project has been secured, prior to New Brunswick paying eligible costs.

The Project may not proceed with construction until Canada and New Brunswick can confirm that the obligations for environmental assessment, Aboriginal consultation and every additional condition have been met.

**FORCASTED CONSTRUCTION START DATE (YYYY/MM/DD): 2021/02/15**

**FORCASTED CONSTRUCTION END DATE (YYYY/MM/DD): 2023/08/31**

**PROJECT CATEGORY OUTCOMES/BENEFITS** that will need to be quantified:

Community, Culture and Recreation

- Improved access to and/or increased quality of community, cultural and/or recreational infrastructure

**SCHEDULE B – ELIGIBLE AND INELIGIBLE EXPENDITURES****ELIGIBLE EXPENDITURES**

Eligible Expenditures will include the following:



- a) All costs considered by New Brunswick and Canada to be direct and necessary for the successful implementation of an eligible Project, excluding those explicitly identified in the Ineligible Expenditures section below, and which may include capital costs, design and planning, and costs related to meeting specific program requirements, including completing climate lens assessments and creating community employment benefit plans; and
- b) The incremental costs of employees of a Recipient may be included as Eligible Expenditures for a Project under the following conditions:
  - The Recipient is able to demonstrate that it is not economically feasible to tender a Contract; and
  - The arrangement is approved in advance and in writing by New Brunswick and Canada.

### **INELIGIBLE EXPENDITURES**

Ineligible expenditures will include the following:

- a) Costs incurred before Project approval and any and all expenditures related to contracts signed prior to Project approval, except for expenditures associated with completing climate lens assessments;
- b) Costs incurred for cancelled Projects;
- c) Costs of relocating entire communities;
- d) Land acquisition;
- e) Leasing and, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs;
- f) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of Recipients, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Recipient's staff, except in accordance with Section b) of Eligible Expenditures;
- g) Financing charges, legal fees, and loan interest payments, including those related to easements (e.g. surveys);
- h) Any goods and services costs which are received through donations or in kind;
- i) Provincial sales tax, goods and services tax, or harmonized sales tax for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;



- j) Costs associated with operating expenses and regularly scheduled maintenance work;
- k) Costs related to furnishing and non-fixed assets which are not essential for the operation of the Asset/Project; and
- l) All capital costs, including site preparation and construction costs, until New Brunswick and Canada has confirmed that environmental assessment and Aboriginal consultation obligations as required under Section 8 (Environmental Assessment and Licensing) and 9 (Aboriginal Consultation) have been met and continue to be met.

## **SCHEDULE C – COMMUNICATIONS PROTOCOL**

### **1. Purpose**

- a) This communications protocol outlines the roles and responsibilities of each of the Parties to this Agreement, as well as those of Canada, with respect to communication activities related to the Project.
- b) This communications protocol will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.
- c) The provisions of this communications protocol apply to all Communications Activities related to the Agreement and any Projects funded under the Agreement. Such Communications Activities may include, but are not limited to, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

### **2. Guiding Principles**

- a) The Parties recognize the importance of managing the delivery of coherent Communications Activities based on the principle of transparent and open discussion and collaboration.
- b) Communications Activities undertaken in accordance with this communications protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.
- c) The Communications Activities undertaken jointly by Canada, New Brunswick and the Recipient shall recognize the funding of all Parties to the Project.

### **3. Governance**

- a) The Oversight Committee shall be responsible for monitoring the implementation of this communications protocol.
- b) New Brunswick is responsible for communication the requirements and responsibilities



outlined in this communications protocol to the Recipient and for ensuring their compliance.

- c) New Brunswick shall communicate to the Recipient any deficiencies and/or corrective actions identified by Canada or by the Oversight Committee.

#### **4. Joint Communications**

- a) Canada, New Brunswick and the Recipient will have Joint Communications about the funding of the Project.
- b) Joint Communications under the Agreement should not occur without the prior knowledge and agreement of all Parties, where applicable.
- c) All Joint Communications material will be approved by Canada and New Brunswick prior to release, and will recognize the funding of all Parties.
- d) Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of the Project. The requestor will provide at least 15 business days' notice to the other Parties. If the communications activity is an event, it will take place at a mutually agreed date and location.
- e) The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative (in the case of an event).
- f) New Brunswick or the Recipient will be responsible for providing onsite communications and logistics support. Any related costs are eligible for cost-sharing in accordance with the formula outlined in the funding agreement.
- g) Canada and New Brunswick have an obligation to communicate in English and French. Joint Communications products must be bilingual and include the Canada and New Brunswick wordmark and other Parties' logos. Canada and New Brunswick will provide the translation and final approval on products.
- h) The conduct of all Joint Communications will follow the *Table of Precedence for Canada*.

#### **5. Individual Communications**

- a) Notwithstanding Section 4 of this communications protocol (Joint Communications), Canada and New Brunswick retain the right to meet its obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities.
- b) Canada, New Brunswick and the Recipient may each include general program messaging and examples of projects funded through the Agreement in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties, and if web or social media based, from linking to it.
- c) Canada, New Brunswick or the Recipient may issue digital communications to communicate progress of the Project.
- d) Where a web site or web page is created to promote or communicate progress on a funded Project, it must recognize federal and provincial funding through the use of a



digital sign or through the use of the Canada wordmark and the following wordings, "This project is funded in part by the Government of Canada". The Canada wordmark or digital sign must link to Infrastructure Canada's website, at [www.infrastructure.gc.ca](http://www.infrastructure.gc.ca). Canada will provide and publish guidelines for how this recognition is to appear. The Recipient will also recognize the funding of New Brunswick in a similar manner.

- e) The Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual Communications Activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to [INFC.photos@canada.ca](mailto:INFC.photos@canada.ca) along with project name and location.

## **6. Operational Communications**

- a) The Recipient is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, or construction and public safety notices. Operational communications as described above are not subject to the federal official language policy.
- b) Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada". As appropriate, operational communications will also recognize the funding of New Brunswick in a similar manner.

## **7. Media Relations**

- a) Canada and New Brunswick will share information promptly with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

## **8. Signage**

- a) Canada, New Brunswick or the Recipient may request a sign recognizing their funding contribution to the Project.
- b) Where a physical sign is to be installed, unless otherwise agreed upon by Canada, it will be the Recipient that will produce and install a joint physical sign that recognizes funding of each Party at each Project site in accordance with current federal signage guidelines.
- c) The joint sign design, content and installation guidelines will be provided by Canada.
- d) The recognition of funding contributions of each Party and the Recipient will be of equal prominence and visibility.
- e) Digital signage may also be used in addition or in place of a physical sign in cases where a physical sign would not be appropriate due to project type, scope, location or duration.
- f) Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the federal and provincial contributions and be approved by Canada and New Brunswick.



- g) The Recipient agrees to inform New Brunswick of sign installations through the Project progress reports referenced in Section 11 (Reporting) of this Agreement.
- h) Where a physical sign is being installed, signage should be installed at each Project site one (1) month prior to the start of construction, be visible for the duration of that Project, and remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.
- i) Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

## **9. Advertising Campaigns**

- a) Recognizing that advertising can be an effective means of communicating with the public, Canada and New Brunswick may, at their own cost, organize an advertising or public information campaign related to the Agreement or eligible Project. However, such a campaign will respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Recipient will inform the other Parties or of its intention no less than twenty-one (21) working days prior to the campaign launch.





## SCHEDULE D – DETAILED CLAIM FORM

### Regional Development Corporation

P.O. Box 6000, Fredericton, New Brunswick E3B 5H1

### Community Development Fund

Claim No:

Final Claim:

List all eligible project costs with invoices and cheque numbers on this form. Include a copy of each invoice and proof of payment. Failure to record and support each cost will cause a delay in processing.

Project Number: 13823

Project Name: City of Saint John-Infrastructure

Description of costs	Name of Supplier	Cheque No.	Cheque Amount	Invoice Total	HST
Total					
Eligible & supported costs (total-HST refund)					

#### % of HST refunded by Canada Revenue Agency

☐ 71.43% - municipality ☐ 22.33% - university ☐ 50% - non-profit organization ☐ 100% - other ☐ 0% - none

#### The undersigned hereby certifies that:

- the invoices above represent eligible project costs that have been paid in full and the work completed; and
- no other public financial assistance has been received or is to be received for the part of the project against which this reimbursement is claimed.

Signature	Print Name	Date
Title	Company	Telephone

#### For office use only

Eligible & supported costs		Claim Reviewer	Date
Less: previous advance	122320-14-14	Project Officer	Date
Add: current advance	122320-14-14	Payment Authority	
CITYSJ		9193	
Vendor	Payment request	account	Claim Auditor



## SCHEDULE E - PROGRESS REPORT

### *To be completed by the Ultimate Recipient*

*The Ultimate Recipient submits a Progress Report to the Regional Development Corporation every year on **May 15 and November 15** for the duration of the project. This form should be signed by an authorized official designated in the Integrated Bilateral Agreement Contribution Agreement, with the contact information identified at the bottom of this form.*

Name of Ultimate Recipient:	
Project Number:	
Project Title:	
Reporting Period:	

### **Status of Project**

Scheduled project start date:	Indicate scheduled project start date.
Actual project start date:	<p>Please indicate the actual start date, which may have changed from the scheduled (forecasted) date.</p> <p>The start date for the project should reflect the date the project began incurring eligible expenditures, which could be related to planning, design and procurement or an RFP process that was launched to secure a project manager, rather than construction start date or project announcement date. An exception would be cost related to a project announcement, which is eligible and may occur prior to the actual project start date.</p>
Project status:	<p>Please choose from the project phases listed below:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Not started</li> <li><input type="checkbox"/> Design</li> <li><input type="checkbox"/> Planning/Procurement</li> <li><input type="checkbox"/> Construction</li> <li><input type="checkbox"/> Complete</li> <li><input type="checkbox"/> On hold</li> <li><input type="checkbox"/> Cancelled</li> </ul>
Scheduled date of substantial completion:	Indicate scheduled substantial completion date.
Actual date of substantial completion:	Indicate substantial completion date.



Summary of work conducted during reporting period:	Briefly describe the progress achieved. Attach a few high-resolution digital photographs to demonstrate progress.
Summary of work remaining:	
Progress tracker:	Project completion percentage.
Is the project on schedule? (yes / no)	If not on schedule or the project schedule has been modified, please explain.
Is the project on budget? (yes / no)	Is total spending on the project expected to equal the forecasted total cost submitted on the initial application?  If the project is not on budget, provide an estimate of the percentage (%) amount the project is under or over budget and a description of any planned corrective actions.
Is spending in line with the annual funding profile outlined in the Integrated Bilateral Agreement Contribution Agreement or previous Progress Report? (yes / no)	If not, provide updated forecasts funding, by fiscal year(s) and explain the reason(s) for changes in the annual profile.
Is project on-track to achieve expected results? (yes / no)	If project substantially completed, confirm the actual results.

#### **Funding and Expenditure Status**

Total amount of expenditures incurred by the Ultimate Recipient during the reporting period:	State the total amount of expenditures incurred for the project (including ineligible costs) during the reporting period.
Total amount of expenditures incurred by the Ultimate Recipient to date:	State the total amount of expenditures incurred for the project (including ineligible costs) since project approval. This amount must include the expenditures incurred for this reporting period.
Total amount of eligible expenditures incurred by the Ultimate Recipient during the reporting period:	State the total eligible expenditures incurred by the Ultimate Recipient for the reporting period.
Total amount of eligible expenditures incurred by the Ultimate Recipient to date:	State the total amount of eligible expenditures incurred since project approval. This amount must include the eligible expenditures incurred for this reporting quarter.



## Communications

Summary of communication activities undertaken during the reporting period:	Provide details, including dates and links to any related public announcements and press releases.  Please ensure you inform The Regional Development Corporation about all communication activities.
Is project signage installed? (yes / no)	Please attach picture for confirmation.

## Other

Key overall project risks and mitigation strategies:	This section should be completed with an overview of key project risks and mitigation strategies identified and updated throughout the project if any new risks are identified. Blank entries or N/A should not be used; instead, this section should provide the Ultimate Recipient's assessment even if a project is considered low risk.  Reporting should include the status of all key risks, though this information may not require updating each reporting period. Examples of key risks which may be covered include <u>schedule risk</u> , <u>scope risk</u> , <u>budget risk</u> etc.
Key issues identified during reporting period:	Has anything affected your project's progress during this reporting quarter (e.g., weather, procurement complications, redesign, contracting issues, funding not approved at requested level or not delivered, loss of key personnel, etc.) that may impact your project's implementation, including the Project Start and Substantial Completion dates?  If yes, please provide details, including the length of the delays and any corrective measures taken to minimize the impact on project implementation.

## Contact information

Prepared by:	Please indicate name of authorized official.
Title:	
Telephone:	
Email:	
Date: (yyyy-mm-dd)	



## SCHEDULE (F.1)

### DECLARATION OF SUBSTANTIAL COMPLETION

Pursuant to the Agreement entered into between the Province, represented by the Minister responsible for the Regional Development Corporation, and City of Saint John, I \_\_\_\_\_, a licensed professional or an acceptable equivalent approved by the Province including the President or legal head of the Ultimate Recipient, do solemnly declare as follows:

1. That I am the \_\_\_\_\_ (title, organization), and as such have knowledge of the matters set forth in this affidavit;
2. That the work identified as Project # 13823 as described in Schedule A in the above- mentioned Agreement has been substantially completed on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.
3. That the work:
  - a. Was carried out by \_\_\_\_\_ (the prime contractor). Between the dates of \_\_\_\_\_ (start date) and \_\_\_\_\_ (completion date);
  - b. Was supervised and inspected by qualified staff;
  - c. Conforms with the plans, specifications and other documentation for the work; and
  - d. Conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

Declared at \_\_\_\_\_ (City), in the Province of New Brunswick this day of \_\_\_\_\_ (date).

\_\_\_\_\_  
Signature



## SCHEDULE (F.2) - PROJECT COMPLETION REPORT

To be completed by the Ultimate Recipient

Ultimate Recipients are required to submit a PCR directly to The Regional Development Corporation no later than 90 days after the date of substantial completion of their project. This form must be signed by an Authorized Official of the Ultimate Recipient with the contact information identified at the end of this form.

Please send completed form via email to [IBA-EBI@gnb.ca](mailto:IBA-EBI@gnb.ca)

Ultimate Recipient Identification		
Name of Ultimate Recipient:		Community:
Project Number:	Project Title:	

Section A: Final information on the project status, expenditures, funding status and communication activities	
A.1 Project Status	
Scheduled project start date	Actual project start date (YYYY-MM-DD)
Scheduled date of substantial completion	Date of actual substantial completion (YYYY-MM-DD)
Summary of completed project:	
<p>Attach along with this form, a maximum of three high resolution digital photographs to substantiate the project work completed</p>	



A.2 Expenditure and Funding Status	
<p>Total amount of expenditures incurred by the Ultimate Recipient from actual project start date to substantial completion</p> <p>Provide total spending on the project from project start date to the substantial completion date. Some projects may achieve substantial completion before the program end. Include a breakdown of expenditures for eligible and ineligible costs according to the following cost categories.</p>	
	Amount (\$)
Capital Costs	
Engineering & Environmental Planning & Reviews	
<b>Sub-total Eligible Costs</b>	
Ineligible Costs (Specify):	
Total Costs (Eligible and Ineligible)	

A.3 Communications
<p>Summary of final communication activities undertaken or upcoming</p> <p>Provide details, include dates and links, of any related public announcements and press releases (complete or upcoming). Ensure the Ultimate Recipient informs the Regional Development Corporation about all communication activities.</p>



<b>Section B: Information on the Project Outcomes</b>	
<b>Project Outcomes</b>	
Select all the project outcomes that apply to the project. The selections below should match the information in the application form.	
<b>Green Infrastructure Outcomes</b>	
Increased capacity to manage more renewable energy	
Increased access to clean energy transportation	
Increased energy efficiency of buildings	
Increased generation of clean energy	
Increased structural capacity and/or increased natural capacity to adapt to climate change impacts, natural disasters and/or extreme weather events.	
Increased capacity to treat and/or manage wastewater and storm water	
Increased access to potable water	
Increased capacity to reduce and/or remediate soil and/or air pollutants.	
<b>Community, Culture and Recreation Outcomes</b>	
Improved access to and/or increased quality of cultural, recreational and/or community infrastructure for Canadians, including Indigenous peoples and vulnerable populations.	
<b>Rural &amp; Northern Outcomes</b>	
Improved food security	
Improved and/or more reliable road, air and /or marine infrastructure	
Improved broadband connectivity	
More efficient and/or reliable energy	
Improved education and/or health facilities (specific to the Truth and Reconciliation Commission's Calls to Action)	
<b>Public Transit Outcomes</b>	
Improved capacity of public transit infrastructure	
Improved quality and/or safety of existing or future transit systems	
Improved access to a public transit system	



**Section B2 Project Outcomes**

Confirm that the project outcomes described in the original application were achieved and how they were achieved. Based on the information in the application describe any changes to the identified project outcomes. Indicate and explain if specific outcomes were not achieved or if additional outcomes not originally identified.

**Section C: Other****Substantial Completion**

Attach a copy of the Solemn Declaration of Substantial Completion signed by an authorized representative of the Ultimate Recipient

Has the Solemn Declaration of Substantial Completion been completed?

**Overview of Issues Identified during project**

Provide an overview of the project's progress from start to substantial completion and identify any issues faced by the project. Provide details, as appropriate, regarding measures taken to minimize the impact of delays in completion date, changes in project scope and any other impacts on project implementation.

**Section D: Attestation/Signature**

I, the undersigned, hereby understand and agree with the following:

1. All the documentation submitted through this application process is subject to the provisions of the *Access to Information Act*. Any financial, commercial, scientific or technical information provided in this documentation will be treated in accordance with the *Access to Information Act*. Information provided may be disclosed for the purpose of program review, statistical purposes and program or performance reporting.
2. The information provided in this close-out report is to the recipient's best knowledge and belief, accurate and complete.

Prepared by (Name of Authorized Official)	Title:	Name of Ultimate Recipient:	
Telephone:	Email:	Signature	Date:



## COUNCIL REPORT

M&C No.	2021-093
Report Date	March 23, 2021
Meeting Date	March 29, 2021
Service Area	Growth and Community Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: City Market Tower Lease with Envision Saint John***

### ***OPEN OR CLOSED SESSION***

This matter is to be discussed in open session of Common Council.

### ***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>David Dobbelsteyn</i></b> / <b><i>Curtis Langille</i></b>	<b><i>Jacqueline Hamilton</i></b> / <b><i>Melanie Tompkins</i></b>	<b><i>John Collin</i></b>

### ***RECOMMENDATION***

BE IT RESOLVED that the City enter into a Lease for office space in the City Market Tower with the New Regional Economic Development Agency for Greater Saint John doing business as Envision Saint John: The Regional Growth Agency under the terms and conditions as set out in the Lease submitted with M&C 2021-093; and

FURTHER BE IT RESOLVED that the Mayor and City Clerk be authorized to execute any necessary documents.

### ***EXECUTIVE SUMMARY***

The Economic Development Agencies of DevelopSJ, DiscoverSJ have merged into the new Regional Economic Development Agency of Greater Saint John as of Jan 1, 2021. Prior to the merger, the staff of Discover SJ and Develop SJ had offices in the 3<sup>rd</sup> floor of the City Market Tower. In order to facilitate a smooth merger, the new agency is requesting to enter into a lease with the City on a month-to-month basis in order to maintain use of those existing office spaces for their staff. This lease will generate \$6,168 in revenue for the City monthly.



## **REPORT**

In preparation for the winddown of DevelopSJ and DiscoverSJ and their effective merger into the New Regional Economic Development Agency of Greater Saint John (NREDAGSJ), now known as Envision Saint John, the new agency requested to lease the office space those agencies were using prior to Jan 1, 2021 in order to maintain consistency and allow a quicker start-up of the new agency.

Prior to the merger, the City of Saint John was the only municipal funder for both DevelopSJ and Discover SJ. The City provided IT support to these agencies and effectively fully subsidized their office space. In the case of DevelopSJ, they were charged \$45,000 annually to use office space on the third floor of the City Market tower, which was subsidized by a revenue transfer from the City. DiscoverSJ was not charged rent for their office on the third floor of the Market tower, and it was in essence an additional subsidy the City provided to that agency.

As part of the realignment of Envision Saint John, the surrounding municipalities committed to sharing the costs of economic development as indicated in the prospectus.

In light of this funding consensus, City staff entered into negotiations with Envision Saint John for the lease of the offices that were used by DevelopSJ and DiscoverSJ. The lease attached to this report has been agreed upon by both parties.

The City will be charging \$20 per square foot for the leasable space. This cost is inclusive of CAM charges and utilities and excludes HST. Phones, and IT services will be the agency's own responsibility. As the agency is funded by the City and other municipalities, the cost reflects a cost recovery option for the City rather than a fair market rate.

The term of the lease is for one year but is effectively month-to-month. As they are still in the process of standing up operations and determining functional requirements, Envision Saint John has requested the option to terminate the lease early in the event they no longer have need of the space at the Market tower or find a venue that can host all their staff under one roof. City staff are supportive of including this option in the lease as it is an additional way the City can support the new agency and staff through this early transition.

At least in the interim, this lease provides stability to the new agency, and additional revenue to the City. The City just completed major upgrades to the Market tower, and charging rent is one of the means of cost recovery for the City.



***PREVIOUS RESOLUTION***

N/A

***STRATEGIC ALIGNMENT***

**Growth and Prosperity:**

The City is looking for ways to generate revenue to increase fiscal sustainability; leasing quality office space generates value for taxpayers. There are also additional synergies of having Economic Development Staff in the same building as the City's Growth and Community Planning team.

***SERVICE AND FINANCIAL OUTCOMES***

This Lease will generate revenue of \$6,168.33 plus HST per month beginning April 1, 2021. The Agency will be billed an overholding amount of \$11,250 for the months of January through March – the amount that would have been previously charged to Develop Saint John for that same time period.

In the event that the New Agency ends the lease early, City staff will immediately explore options for fully maximizing the use of that space in a way that provides the good value for taxpayers.

***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

Growth and Community Services, Asset and Energy Management, Finance, and the City Manager's office provided input into the preparation of this report and Real Estate and City's General Counsel Office helped with the drafting and preparation of the Lease Agreement.

***ATTACHMENT***

Lease - New Regional Economic Development Agency for Greater Saint John dba Envision Saint John: The Regional Growth Agency



## LEASE

The parties to this lease are:

**THE CITY OF SAINT JOHN**, having its City Hall at 15 Market Square, Saint John, New Brunswick, a body corporate by Royal Charter, confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick (hereinafter referred to as the "**Lessor**")

- and -

**NEW REGIONAL ECONOMIC DEVELOPMENT AGENCY FOR GREATER SAINT JOHN** doing business as **ENVISION SAINT JOHN: THE REGIONAL GROWTH AGENCY**, a duly incorporated company under the *Canada Not-for-profit Corporations Act*, S.C. 2009, c.23, having its head office at 47 Charlotte Street, Saint John, New Brunswick, E2L 2H7 (hereinafter referred to as the “**Lessee**”)

The Lessor leases to the Lessee the premises described in Schedule "A" attached hereto on the following conditions:

Duration: One (1) year (the “**Term**”)

Date of Commencement: April 1, 2021.

Date of Termination: March 31, 2022.

Rent: The annual rent payable for the Office Space during the Term shall be \$74,020.00 plus HST.

Payment Dates: Rent shall be paid in equal monthly installments of \$6,168.33 plus HST on the first day of each and every month during the Term, commencing on April 1, 2021.

Place of Payment: Cashier's Office of the City of Saint John or any other office substituted by the Lessor in lieu thereof.

This lease contains the covenants and conditions which are attached and set out in:

- a) the Leases Regulation – *Standard Forms of Conveyances Act* and set out in Schedule “B” attached hereto; and
- b) Schedule “C” attached hereto.

DATED the                      day of                      , 2021.

SIGNED, SEALED & DELIVERED )  
In the presence of: )

## THE CITY OF SAINT JOHN

Mayor

City Clerk

Common Council Resolution:



**NEW REGIONAL ECONOMIC DEVELOPMENT  
AGENCY FOR GREATER SAINT JOHN** doing  
business as **ENVISION SAINT JOHN:  
THE REGIONAL GROWTH AGENCY**

And: \_\_\_\_\_



## **SCHEDULE “A”**

That portion of the third floor of the property bearing PID number 00039420, having civic address 47 Charlotte Street, in the City of Saint John and Province of New Brunswick, also known as City Market Tower (the “**Site**”) specifically, the 3701 square foot area highlighted in yellow on the Schedule “A-1” attached hereto and forming part hereof (the “**Office Space**”).

The Lessee shall have the nonexclusive right to use in common with others entitled thereto the common areas included in the Building (the “**Common Areas**”), such as:

- a) bathrooms
- b) boardrooms located on the 4<sup>th</sup> floor;
- c) elevators;
- d) public hallways; and
- e) public stairwells.

Collectively, the “**Leased Premises**”.



## **SCHEDULE "B"**

- 11. The Lessee shall pay rent.
- 16. The Lessee shall not assign or sublet without the Lessor's consent.
- 17. The Lessee shall comply with all laws.
- 18. The Lessee shall deliver vacant possession upon termination of the lease.
- 22. The Lessee shall pay occupancy taxes.
- 25. The Lessee shall conduct his business in a reputable manner.
- 28. The Lessor promises to the Lessee quiet enjoyment of the premises.
- 29. The Lessor shall provide fire and other insurance.
- 30. The Lessor shall pay real property taxes and local improvements.
- 33. The Lessee has an insurable interest in improvements made by him.
- 39. The Lessee may install signs with the Lessor's consent.
- 40. All disputes are to be settled by arbitration.
- 42. All Lessee's insurance policies shall contain a waiver of subrogation.



## **SCHEDULE “C”**

### **ARTICLE I RENT PAST DUE**

#### **1.01 Rent Past Due**

If the Lessee fails to pay, when the same is due and payable, rent or other amount payable by the Lessee under this Lease, such unpaid amounts shall bear interest from the due date thereof to the date of payment, compounded monthly at the rate equal to four (4) percentage points in excess of the Prime Rate.

### **ARTICLE II TAXES**

#### **2.01 HST Payable by Lessee**

The Lessee shall pay to the Lessor all HST on rent and any other HST imposed by the applicable legislation on the Lessor or Lessee with respect to this Lease, in the manner and at the times required by the applicable legislation. Such amounts are not consideration for the rental of space or the provision by the Lessor of any service under this Lease, but shall be deemed to be rent and the Lessor shall have all of the same remedies for and rights of recovery of such amounts as it has for recovery of rent under this Lease. If a deposit is forfeited to the Lessor, or an amount becomes payable to the Lessor due to a default or as consideration for a modification of this Lease, and the applicable legislation deems a part of the deposit or amount to include HST, the deposit or amount will be increased and the increase paid by the Lessee so that the Lessor will receive the full amount of the forfeited deposit or other amount payable without encroachment by any deemed HST portion.

### **ARTICLE III CONDUCT OF BUSINESS BY LESSEE**

#### **3.01 Use of Leased Premises**

The Leased Premises shall be used for the sole and direct purpose of supporting economic development in Greater Saint John and continuing and advancing the Lessee's role as a non-profit organization providing services related to economic development. In connection with the business to be conducted by the Lessee on the Leased Premises, the Lessee will not change the advertised name of the business to be operated in the Leased Premises without the prior written consent of the Lessor.

### **ARTICLE IV FIXTURES, ALTERATIONS AND REPAIRS**

#### **4.01 Installations by the Lessee**

All equipment, fixtures and improvements installed by the Lessee in the Leased Premises shall be new or completely reconditioned. The Lessee shall not make any alterations, additions or improvements or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the Leased Premises without first obtaining the Lessor's written approval and consent. The Lessee shall present to the Lessor plans and specifications in form, content and such detail as the Lessor may reasonably require for such work at the time approval is sought. The Lessee covenants that any work that may be done in respect of the Leased Premises by or on behalf of the Lessee shall be done in such a manner as not to conflict or interfere with any work being done or about to be done by the Lessor in or about the Site and the Lessee shall obtain all requisite permits, licenses and inspections in respect of any such work done by or on the Lessee's behalf. Notwithstanding anything herein contained, the Lessee shall make no alterations, additions or improvements that are of a structural nature or that would lessen the value of the Leased Premises or the buildings in which they are located.

#### **4.02 Surrender of Leased Premises**

The Lessee will leave the Leased Premises in good repair, reasonable wear and tear only excepted. Without limiting the generality of the foregoing, at the expiration or earlier termination of the Term the Lessee shall surrender the Leased Premises in the same condition as the Leased



## Schedule "C"

Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear only excepted, and shall surrender all keys for the Leased Premises to the Lessor at the place then fixed for the payment of rent and shall inform the Lessor of all combinations on locks, safes and vaults, if any, in the Leased Premises. Should the Lessee fail to remove its fixtures and personal property, such fixtures and personal property shall be deemed to be abandoned by the Lessee and may be appropriated, sold or otherwise disposed of by the Lessor without notice or obligation to compensate the Lessee or to account therefor. The Lessee's obligations to observe or perform this covenant shall survive the expiration or earlier termination of the Term of this Lease.

### **4.03 Lessee to Discharge all Liens**

The Lessee will ensure that no construction or other lien or charge, or notice thereof, is registered or filed against:

- a) the Lessee's interest in the Leased Premises or any of the leasehold improvements in the Leased Premises.

by any person claiming by, through, under or against the Lessee or its contractors or subcontractors. If such a lien or charge or notice thereof is registered or filed and the Lessee fails to discharge it within five (5) days after written notice from the Lessor, the Lessor may discharge it by paying the amount claimed to be due into court or directly to the claimant and the Lessee will pay to the Lessor as additional rent on demand all costs (including legal fees) incurred by the Lessor in connection therewith, together with an administrative overhead charge of fifteen percent (15%) thereon.

### **4.04 Maintenance and Repair by the Lessor**

The Lessor shall, subject to the other provisions of this Lease, maintain and repair or cause to be maintained and repaired, the structures in which the Leased Premises are located, including without limitation, the foundations, exterior weather walls, subfloor, roof, bearing walls and structural columns and beams. If, however, the Lessor is required to maintain or repair any structural portions or any other portion of the Leased Premises by reason of the negligent acts or omissions of the Lessee, its employees, agents, invitees, suppliers, agents and suppliers, licensees, concessionaires or subtenants, the Lessee shall pay on demand as additional rent, the Lessor's costs for making such maintenance or repairs, together with an administrative fee of fifteen percent (15%) of such costs.

### **4.05 Lessor's Right to Enter Leased Premises**

- a) It is not a re-entry or a breach of quiet enjoyment if the Lessor or its authorized representatives enter the Leased Premises at reasonable times to:
  - i. examine them;
  - ii. make permitted or required repairs, alterations, improvements or additions to the Leased Premises (including the pipes, conduits, wiring, ducts, columns and other installations in the Leased Premises).
- b) At any time during the Term, the Lessor, its agents, servants and employees may exhibit the Leased Premises to prospective purchasers or tenants during the Term of this Lease with 24 hours notice, the Lessor may exhibit the Leased Premises to prospective tenants and place upon the Site the usual notice "To Let" which notice the Lessee shall permit to remain where placed without molestation;
- c) If the Lessee shall not be personally present to open and permit an entry into the Leased Premises, at any time, when for any reason an entry therein shall be necessary or permissible, the Lessor or the Lessor's agents may enter the same by a master key, or may forcibly enter the same, without rendering the Lessor or such agents liable therefor, and without in any manner affecting the obligations and covenants of this Lease;
- d) Nothing in this Section contained, however, shall be deemed or construed to impose upon the Lessor any obligation, responsibility or liability whatsoever for the care,



maintenance or repair of the Site or any part thereof, except as otherwise in this Lease specifically provided.

## **ARTICLE V INSURANCE AND INDEMNITY**

### **5.01 Lessee's Insurance**

- a) The Lessee shall throughout the Term, at its own cost and expense, take out and keep in full force and effect the following insurance:
  - i. All-risk insurance upon property owned by the Lessee or for which the Lessee is legally liable and which is located upon the Leased Premises in an amount of not less than the full replacement cost thereof;
  - ii. Comprehensive General Liability with minimum limits of at least Two Million Dollars (\$2,000,000.00) or such higher limits as the Lessor may reasonably require from time to time. This policy shall include:
    - a. The City of Saint John added as an Additional Insured;
    - b. Inclusive limits for bodily injury and property damage;
    - c. Personal injury liability;
    - d. Lessee's Legal Liability;
    - e. Contractual Liability with respect to this Lease;
    - f. Premises, Property and Operations;
    - g. Completed Operations;
    - h. A Cross Liability Clause;
    - i. A Thirty (30) days written notice of Cancellation shall be given to the Lessor.
  - iii. The Lessee shall also provide any other form of insurance as the Lessee or the Lessor may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent tenant would insure.
- b) All policies shall be taken out with reputable and recognized insurers acceptable to the Lessor and shall be in a form satisfactory from time to time to the Lessor. The Lessee agrees that certificates of insurance of each such insurance policy will be delivered to the Lessor as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Lessor in writing not less than thirty (30) days prior to any material change, cancellation or termination thereof;
- c) The Lessee agrees that if the Lessee fails to take out or keep in force any such insurance referred to in this Section 5.01, or should any such insurance not be approved by the Lessor and should the Lessee not rectify the situation immediately after written notice by the Lessor to the Lessee, the Lessor has the right without assuming any obligation in connection therewith to effect such insurance at the sole cost of the Lessee and all outlays by the Lessor shall be immediately paid by the Lessee to the Lessor as additional rent without prejudice to any other rights and remedies of the Lessor under this Lease.

### **5.02 Increase in Insurance Premium**



## Schedule "C"

The Lessee will not allow or cause anything to occur in the Leased Premises which shall cause any increase of premium for any insurance on the Leased Premises or the structures in which the Leased Premises are located above the rate for the least hazardous type of occupancy legally permitted in the Leased Premises. If the Lessee is in default under this Section 5.02, the Lessee shall pay any resulting additional premium on any insurance policies taken out or maintained by the Lessor, or if any insurance policy upon the Leased Premises or the structures in which the Leased Premises are located shall be cancelled or refused to be renewed by an insurer by reason of the use or occupation of the Leased Premises or any part thereof or the acts or omissions of the Lessee, the Lessee shall forthwith remedy or rectify such use or occupation upon request to do so in writing by the Lessor, and if the Lessee shall fail to do so within twenty-four (24) hours of such written request, the Lessor shall have the right to enter the Leased Premises and rectify the situation, without liability to the Lessee for any loss or damage occasioned by such entry and rectification, or shall be entitled to hold the Lessee liable for any damage or loss resulting from such cancellation or refusal, or the Lessor may at its option determine this Lease forthwith by leaving upon the Leased Premises notice in writing of its intention to do so, and thereupon rent and any other payments for which the Lessee is liable under this Lease shall be apportioned and paid in full to the date of such determination of the Lease, and together with an amount equal to the rent payable for a period of one (1) year as liquidated damages, and the Lessee shall immediately deliver up possession of the Leased Premises. A schedule issued by the organization making the insurance rate on the Leased Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make the fire insurance rate of the Leased Premises. Bills for such additional premiums shall be rendered by the Lessor to the Lessee at such times as the Lessor may elect and shall be due from and payable by the Lessee when rendered, and the amount thereof shall be deemed to be and be paid as additional rent.

### **5.03 Loss or Damage**

The Lessor shall not be liable for any death or injury arising from or out of any occurrence in, upon, at or relating to the Site, or damage to property of the Lessee or of others located on the Leased Premises, nor shall it be responsible for any loss of or damage to any property of the Lessee or others from any cause whatsoever, except any such death, injury, loss or damage results from the negligence of the Lessor, its agents, servants or employees or other persons for whom the Lessor is in law responsible. Without limiting the generality of the foregoing, the Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the Leased Premises or from the pipes, appliances, plumbing works, roof or subsurface of any floor or ceiling or from the street or any other place or other tenants or persons in the structure in which the Leased Premises are located or by occupants of adjacent property thereto, or the public, or caused by construction or by any private, public or quasi-public work. All property of the Lessee kept or stored on the Leased Premises shall be so kept or stored at the risk of the Lessee only and the Lessee shall indemnify the Lessor and save it harmless from any claims arising out of any damages to the same, including, without limitation, any subrogation claims by the Lessor's insurers. In no event shall the Lessor be liable for any injury to the Lessee, its servants, agents, employees, customers and invitees or for any injury or damage to the Leased Premises or to any property of the Lessee, or to any property of any other person, firm or corporation on or about the Leased Premises caused by an interruption, suspension or failure in the supply of any utilities to the Leased Premises.

### **5.04 Indemnification of the Lessor**

The Lessee will indemnify the Lessor, and save harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, the occupancy or use by the Lessee of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of the Lessee, its agents, contractors, employees, servants, licensees, or concessionaires or invitees. In case the Lessor shall, without fault on its part, be made a party to any litigation commenced by or against the Lessee, then the Lessee shall protect and hold it harmless and shall pay all costs, expenses and solicitors' and counsel fees on a solicitor and client basis incurred or paid by them in connection with such litigation.

## **ARTICLE VI DAMAGE AND DESTRUCTION**

### **6.01 Total or Partial Destruction of Leased Premises**



#### Schedule "C"

If, during the Term, the Leased Premises are totally or partially destroyed or damaged by any cause in respect of which the Lessor is insured, the following provisions shall have effect:

- a) If the Leased Premises are rendered partially unfit for occupancy by the Lessee, rent shall abate in part only, in the proportion that the part of the Leased Premises rendered unfit for occupancy by the Lessee bears to the whole of the Leased Premises or if the Leased Premises are rendered wholly unfit for occupancy by the Lessee the rent hereby reserved shall be suspended in either event until the day following a reasonable period (taking into account the extent of the Lessee's restoration) following completion of the Lessor's restoration;
- b) Notwithstanding the provisions of subparagraph (a), if the Leased Premises in the opinion of the Lessor shall be incapable of being rebuilt and/or repaired or restored with reasonable diligence within 180 days of the happening of such destruction or damage, or if the Lessor determines in good faith that such rebuilding, repairing or restoring is not advisable, then the Lessor may at its option terminate this Lease by notice in writing to the Lessee given within thirty (30) days of the date of such destruction or damage and in the event of such notice being so given this Lease shall cease and become null and void from the date of such destruction or damage and the Lessee shall immediately surrender the Leased Premises and all interest therein to the Lessor and the rent shall be apportioned and shall be payable by the Lessee only to the date of such destruction or damage and the Lessor may re-enter and repossess the Leased Premises discharged of this Lease;

If the Leased Premises are capable of being rebuilt and/or repaired or restored within 180 days of the happening of such damage or destruction and the Lessor chooses to do so, or if within the period of thirty (30) days referred to in Section 6.01(b) the Lessor shall not give notice terminating this Lease, the Lessor shall with reasonable promptitude proceed to rebuild and/or repair or restore the Leased Premises to the extent of the Lessor's repair obligations under the Lease and the Lessee shall immediately upon substantial completion of the Lessor's work and, within a reasonable period determined by the Lessor (given the extent of the Lessee's restoration) complete the restoration of the Leased Premises.

The determination made in good faith by the Lessor shall bind the parties as to the (i) extent to which the Leased Premises are unfit for occupancy; (ii) whether it is advisable to rebuild, repair or restore the Leased Premises or any part thereof; (iii) time required to rebuild and/or repair or restore the Leased Premises; and (iv) due completion of repairs.

### **ARTICLE VII DEFAULT OF LESSEE**

#### **7.01 Right to Re-Enter**

When

- a) the Lessee shall be in default in the payment of any rent whether lawfully demanded or not and such default shall continue for a period of five (5) consecutive days; or
- b) the Lessee shall be in default of any of its covenants, obligations or agreements under this Lease or of any term or condition of this Lease (other than its covenant to pay rent) and such default shall continue for a period of fifteen (15) consecutive days or such longer or shorter period as the Lessor, acting reasonably, determines after five (5) days written notice by the Lessor to the Lessee specifying with reasonable particularity the nature of such default and requiring the same to be remedied;

then and in any of such cases the then current month's rent, together with the rent for the three (3) months next ensuing shall immediately become due and payable, and at the option of the Lessor, the Term shall become forfeited and void, and the Lessor may without notice or any form of legal process whatsoever forthwith re-enter upon the Leased Premises or any part thereof in the name of the whole and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding, provided however, that such forfeiture shall be wholly without prejudice to the right of the Lessor to recover arrears of rent or damages for any antecedent default by the Lessee of its covenants, obligations or agreements



under this Lease or any term or condition of this Lease and provided further that notwithstanding any such forfeiture the Lessor may subsequently recover from the Lessee damages for loss of rent suffered by reason of this Lease having been prematurely determined. In addition, the Lessor shall have the right to remove and sell the Lessee's goods and chattels and trade fixtures and apply the proceeds thereof to rent due under the Lease.

#### **7.02 Right to Re-Let**

Should the Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to re-let the Leased Premises, and re-let the Leased Premises or any part thereof as agent for the Lessee for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental or rentals and upon such other terms and conditions as the Lessor in its sole discretion may deem advisable; upon each re-letting all rentals received by the Lessor from such re-letting shall be applied; first, to the payment of any indebtedness other than rent due hereunder from the Lessee to the Lessor; second, to the repayment of any reasonable costs and expenses of such re-letting, including brokerage fees and solicitors' fees and of costs of such alterations and repairs; third, to the payment of rent due as the same may become due and payable hereunder. If such rent received from such re-letting during any month be less than that to be paid during that month by the Lessee hereunder, the Lessee shall pay any such deficiency to the Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by the Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to the Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, the Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should the Lessor at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the Lessee all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the Term hereof over the then reasonable rental value of the Leased Premises for the remainder of the Term hereof, all of which amounts shall be immediately due and payable from the Lessee to the Lessor.

#### **7.03 Legal Expenses**

In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of the Lessee to be kept or performed and a breach shall be established, the Lessee shall pay to the Lessor all expenses incurred therefor, including reasonable solicitors' and counsel fees on a solicitor and client basis.

#### **7.04 Bankruptcy**

The Lessee covenants and agrees that if the Term or any of the goods and chattels of the Lessee on the Leased Premises shall be at any time during the Term seized or taken in execution or attachment by any creditor of the Lessee or if a receiver, interim receiver or receiver and manager is appointed for the assets or business of the Lessee or if the Lessee shall make any assignment for the benefit of creditors or any bulk sale or, becoming bankrupt or insolvent, shall take the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors or if any order shall be made for the winding up of the Lessee, or if the Leased Premises shall without the written consent of the Lessor become and remain vacant for a period of fifteen (15) days, or be used by any other persons than such as are entitled to use them under the terms of this Lease, or if the Lessee shall without the written consent of the Lessor abandon or attempt to abandon the Leased Premises or to sell or dispose of goods or chattels of the Lessee or to remove them or any of them from the Leased Premises so that there would not in the event of such abandonment, sale or disposal be sufficient goods on the Leased Premises subject to distress to satisfy the rent above due or accruing due, then and in every such case the then current month's rent and the next ensuing three (3) months' rent shall immediately become due and be paid and the Lessor may re-enter and take possession of the Leased premises as though the Lessee or the servants of the Lessee or any other occupant of the Leased Premises were holding over after the expiration of the Term and the Term shall, at the option of the Lessor, immediately without any notice or opportunity for cure provided to the Lessee, become forfeited and determined, and in every one of the cases above such accelerated rent shall be recoverable by the Lessor in the same manner as the rent hereby reserved and if rent were in arrears and the said option shall be deemed to have been exercised if the Lessor or its agents given notice to the Lessee as provided for herein.



#### **7.05 Lessor May Perform Lessee's Covenants**

If the Lessee shall fail to perform any of its covenants or obligations under or in respect of this Lease, the Lessor may from time to time at its discretion, perform or cause to be performed any such covenants or obligations, or any part thereof, and for such purpose may do such things upon or in respect of the Leased Premises or any part thereof as the Lessor may consider requisite or necessary.

All expenses incurred and expenditures made by or on behalf of the Lessor under this Section, together with an administrative fee equal to fifteen (15%) percent thereon, shall be forthwith paid by the Lessee to the Lessor on demand as additional rent.

#### **7.06 Waiver of Exemptions from Distress**

Despite any applicable Act, legislation or any legal or equitable rule of law: (a) none of the inventory, furniture, equipment or other property at any time owned by the Lessee is exempt from distress; and (b) no lack of compliance with any requirement concerning the day of the week, time of day or night, method of entry, giving of notice, appraising of goods, or anything else, will render any distress unlawful where the Lessee owes arrears of rent at the time of the distress.

#### **7.07 Remedies Cumulative**

No reference to nor exercise of any specific right or remedy by the Lessor will prejudice or preclude the Lessor from exercising or invoking any other remedy in respect thereof, whether allowed at law or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Lessor may from time to time exercise any one or more of such remedies independently or in combination.

### **ARTICLE VIII OPTION TO TERMINATE**

#### **8. 01 Option to Terminate**

The Lessor hereby gives to the Lessee an option to terminate this Lease at any time provided that the Lessee gives written notice to the Lessor of its intention to terminate this Lease which notice must be given to the Lessor not later than thirty (30) days prior to the intended date of termination of the Lease.

### **ARTICLE IX MISCELLANEOUS**

#### **9.01 Overholding**

If the Lessee remains in possession of the Leased Premises after the end of the Term and without the execution and delivery of a new lease, there shall be no tacit renewal of this Lease and the Term hereby granted, and the Lessee shall be deemed to be occupying the Leased Premises as a Lessee from month to month at monthly rent payable in advance on the first day of each month equal to the sum of one and one half (1½) times the rent payable during the last month of the Term and otherwise upon the same terms and conditions as are set forth in this Lease, except as to duration of Term, and any right of renewal mutatis mutandis.

#### **9.02 Successors**

This Lease applies to the successors and assigns of the Lessor and the heirs, executors, administrators and permitted successors and permitted assigns of the Lessee. If there is more than one party named as Lessee, they are jointly and severally liable under this Lease.

#### **9.03 Waiver**

Failure by the Lessor to require performance of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by the Lessor shall not be deemed to be a waiver of any preceding breach of the Lessee of any term, covenant or condition of this Lease, other than the failure of the Lessee to pay the particular rent so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term



## Schedule "C"

or condition of this Lease shall be deemed to have been waived by the Lessor, unless such waiver be in writing by the Lessor.

### **9.04 Accord and Satisfaction**

No payment by the Lessee or receipt by the Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement or any cheque or any letter accompanying any cheque or payment as rent be deemed an accord and satisfaction, and the Lessor may accept such cheque or payment without prejudice to the Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

### **9.05 Entire Agreement**

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between the Lessor and the Lessee concerning the Leased Premises and there are no covenants, promises, agreements, conditions or representations, either oral or written, between them other than are herein and in the said schedules set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Lessor or the Lessee unless reduced to writing and signed by them.

### **9.06 No Partnership**

The Lessor does not, in any way or for any purpose, become a partner of the Lessee in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with the Lessee.

### **9.07 Force Majeure**

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labour troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, pandemic, quarantine or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding anything herein contained, the provisions of this Section shall not operate to excuse the Lessee from the prompt payment of rent, additional rent or any other payments required by the terms of this Lease, nor entitle the Lessee to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

### **9.08 Notices**

Any notice herein provided or permitted to be given by the Lessee to the Lessor shall be sufficiently given if delivered personally to the City Clerk, or if transmitted by telecopier or if mailed in Canada, registered and postage prepaid, addressed to the Lessor at: C/O The City Clerk, The City of Saint John, P. O. Box 1971, 15 Market Square, Saint John, New Brunswick, E2L 4L1, with a copy to Real Estate Services, The City of Saint John, P. O. Box 1971, 15 Market Square, Saint John, New Brunswick, E2L 4L1, and any notice herein provided or permitted to be given by the Lessor to the Lessee shall be sufficiently given if delivered personally to the party being given such notice or to a responsible employee of the party being given such notice, or if transmitted by telecopier or if mailed in Canada, registered and postage prepaid, addressed to the Lessee at 47 Charlotte Street, Saint John, New Brunswick, Attention: Chief Executive Officer. Any such notice given as aforesaid shall be conclusively deemed to have been given on the day on which such notice is delivered or transmitted or on the third day that there is postal delivery following the day on which such notice is mailed, as the case may be. Either party may at any time give notice in writing to the other of any change of address of the party given such notice and from and after the giving of such notice the address therein specified shall be deemed to include any request, statement or other writing in this Lease provided or permitted to be given by the Lessor to the Lessee or by the Lessee to the Lessor. If there is more than one party named as Lessee, notice to one shall be deemed sufficient as notice to all.

### **9.09 Place for Payment of Rent**

The Lessee shall pay the rent to the Cashier's Office, City Hall, P. O. Box 1971, 15 Market Square, Saint John, New Brunswick, E2L 4L1 or such other location of which the Lessor gives notice in writing to the Lessee.



**9.10 Approval in Writing**

Wherever the Lessor's consent is required to be given hereunder or wherever the Lessor must approve any act or performance by the Lessee, such consent or approval, as the case may be, shall be given in writing by the Lessor before same and shall be deemed to be effective.

**9.11 Governing Law**

The Lease is to be governed by and construed according to the laws of the Province of New Brunswick.

**9.12 Captions and Section Numbers**

The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles or of this Lease, nor in any way affect this Lease.

**9.13 Partial Invalidity**

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and/or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

**9.14 No Option**

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by the Lessor and the Lessee.

**9.15 Time To Be of the Essence**

Time shall be of the essence of this Lease.

**9.16 Riders and Schedules**

Schedules attached hereto form part of this Lease.



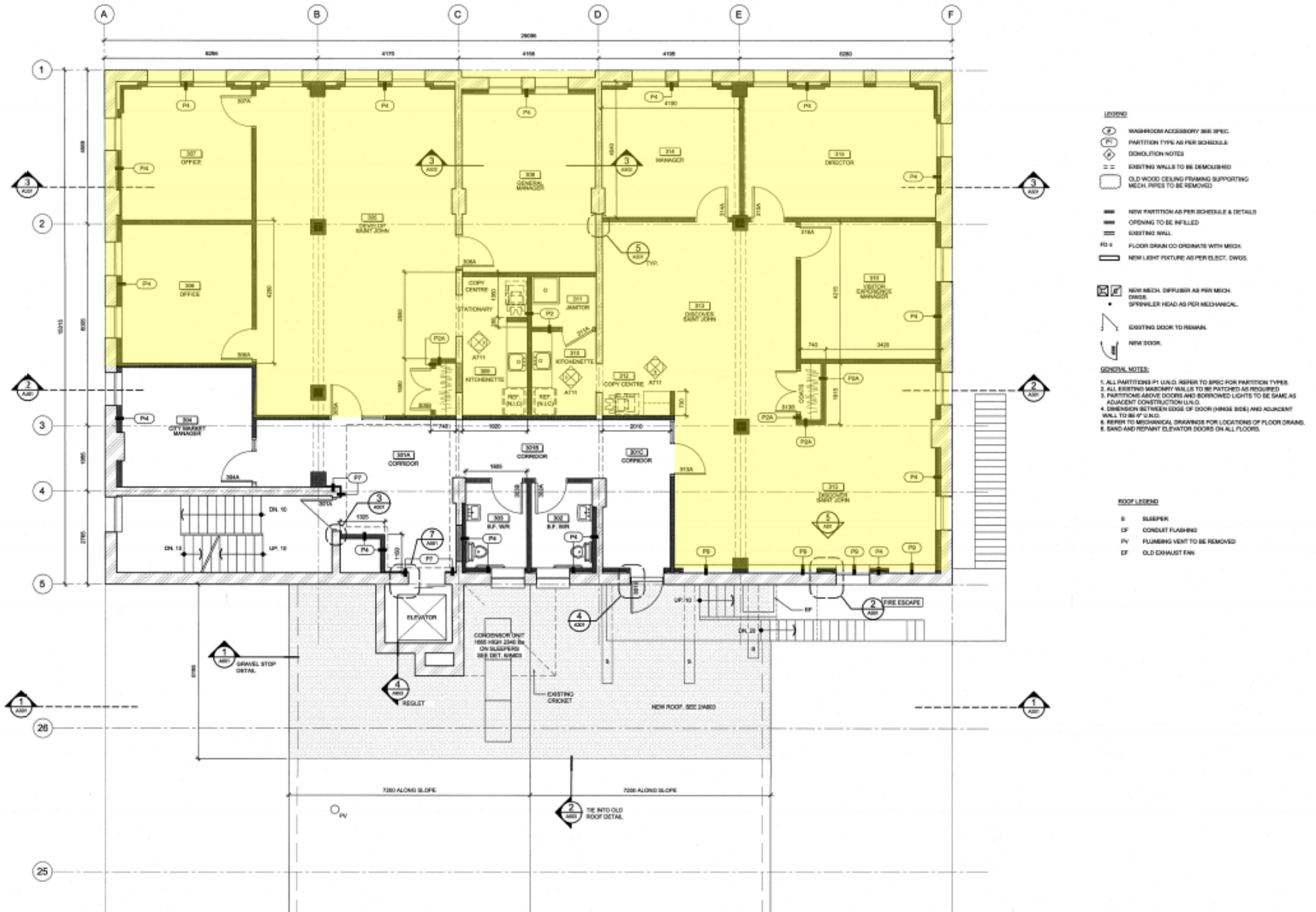








# Schedule A-1—Office Space Premises—January 13, 2021





## COMMON COUNCIL REPORT

M&C No.	2021-090
Report Date	March 24, 2021
Meeting Date	March 29, 2021
Service Area	Utilities and Infrastructure Services

His Worship Mayor Don Darling and Members of Common Council

**SUBJECT: Low Carbon Economy Fund (LCEF) Amending Agreement – Municipal Buildings Energy Retrofit Project**

### **AUTHORIZATION**

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>Samir Yammine</i></b>	<b><i>J. Brent McGovern</i></b>	<b><i>John Collin</i></b>

### **RECOMMENDATION**

It is recommended that Common Council approve the Amending Agreement under the Low Carbon Economy Fund for the Municipal Buildings Energy Retrofit Project in the form and upon the terms and conditions as attached; and that the Mayor and Common Council be authorized to execute the said Amending Agreement.

### **EXECUTIVE SUMMARY**

The purpose of this report is to seek Common Council's approval of the Amending Agreement. The proposed Amending Agreement consists of changes to the Project's fiscal year breakdown i.e., Schedule B.2, B.3 and B.4 of the funding agreement. The Amending Agreement must be signed prior to March 31, 2021 to allow the City to submit claims for funding.

### **PREVIOUS RESOLUTION**

M&C 2019-312. It is recommended that the City enter into the Grant Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of the Environment who is responsible for the Environment and Climate Change Canada under the Low Carbon Economy Fund for the Municipal Buildings Deep Energy Retrofit in the form and upon the terms and conditions as attached; and that the Mayor and Common Clerk be authorized to execute the said Agreement.



### ***STRATEGIC ALIGNMENT***

The Municipal Energy Retrofit Project is clearly aligned with the following City plans, policies, Council Priorities, programs, and practices:

1- City of Saint John Corporate GHG and Energy Action plan to reduce GHG emissions by 30% by 2025 and achieve carbon neutral by 2040.

2- City of Saint John Asset Management Policy objectives to apply risk-based decision and life-cycle costing principles to prioritize capital investment, identify alternative measures, facilitate the leveraging of infrastructure funding from external sources, and improve the reliability of customer service.

3. City of Saint John Capital Investment Policy

### ***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

The City of Saint John Utilities and Infrastructure Services and Legal Departments have reviewed the attached Amending Agreement and are satisfied with the recommendation as they pertain to their respective areas of services.

### ***ATTACHMENTS***

Low Carbon Economy Fund Amending Agreement- Municipal Buildings Energy Retrofit Project.



**AMENDING AGREEMENT  
TO THE CHALLENGE FUND FUNDING AGREEMENT REGARDING  
MUNICIPAL RETROFIT PROJECT**

This Amending Agreement is made as of the date of last signature,

**BETWEEN:**                **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of the Environment who is responsible for Environment and Climate Change Canada (“Canada” or the “Minister”),

**AND**                        **THE CITY OF SAINT JOHN**, incorporated by Royal Charter as confirmed and amended from time to time by the Acts of the Legislative Assembly of New Brunswick (“Recipient”),

Individually referred to as a “Party” and collectively referred to as the “Parties”.

**WHEREAS** the Parties concluded the Challenge Fund Funding Agreement Regarding Municipal Retrofit Project, effective December 5, 2019 (the “Original Agreement”);

**AND WHEREAS** the Parties desire to amend the Original Agreement, in accordance with subsection 39 of the Original Agreement;

**NOW THEREFORE**, the Parties agree to the following amendment made to the Original Agreement:

- 1. Capitalized terms used herein have the same meaning given to them in the Original Agreement.
- 2. Delete Section 40 of the Original Agreement and insert the following Section 40 in its place:

**“40. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement may be signed in multiple counterparts, each of which so signed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one Agreement. The counterparts of this Agreement and all other documents that are signed in connection herewith may be signed by electronic signature by any of the Parties and delivered by “pdf” or other similar attachment to an email to the other party and the receiving Party may rely on the receipt of the electronically signed and delivered document as if the original had been received.”



3. Delete SCHEDULE B.2: PROJECT BUDGET of the Original Agreement and insert in its place the following SCHEDULE B.2: PROJECT BUDGET:

SCHEDULE B.2: PROJECT BUDGET

Project name	Municipal Retrofit Project				
Total costs of the Project				\$5,494,930	100%
Total Eligible Expenditures of the Project				\$5,367,200	98%
Total Ineligible Expenditures of the Project				\$127,730	2%
Recipient’s contribution towards Eligible Expenditures				\$3,220,320	60%
Canada’s maximum contribution towards Eligible Expenditures				\$2,146,880	40%
EXPENDITURES / FUNDING REQUEST	TOTAL	FISCAL YEAR BREAKDOWN			
		2019-2020	2020-2021	2021-2022	2022-2023
Total Project expenditures					
Total Eligible Expenditures	\$5,367,200	\$0	\$851,930	\$4,515,270	\$0
Total Ineligible Expenditures	\$127,730	\$0	\$0	\$127,730	\$0
Total of All Expenditures	\$5,494,930	\$0	\$851,930	\$4,643,000	\$0
Canada’s contribution pertaining to each Fiscal Year					
Uncapped Eligible Expenditures	\$2,042,880	\$0	\$290,772	\$1,752,108	\$0
Eligible planning expenditures (capped at 5% of Canada’s contribution)	\$104,000	\$0	\$50,000	\$54,000	\$0
Eligible incremental employee expenditures (capped at 2% of Canada’s contribution)	\$0	\$0	\$0	\$0	\$0
Eligible travel expenditures (capped at 5% of Canada’s contribution)	\$0	\$0	\$0	\$0	\$0
Total Canada’s contribution toward Eligible Expenditures pertaining to each Fiscal Year	\$2,146,880	\$0	\$340,772	\$1,806,108	\$0



4. Delete SCHEDULE B.3: FISCAL YEAR BREAKDOWN of the Original Agreement and insert in its place the following SCHEDULE B.3: FISCAL YEAR BREAKDOWN:

SCHEDULE B.3: FISCAL YEAR BREAKDOWN

PROJECT NAME	SOURCES OF FUNDING	Estimated Eligible Contribution by Fiscal Year				
		TOTAL	2019-2020	2020-2021	2021-2022	2022-2023
Municipal Retrofit Project	Canada	\$2,146,880	\$0	\$340,772	\$1,806,108	\$0
	Recipient	\$3,220,320	\$0	\$511,158	\$2,709,162	\$0
Total: Canada's contribution		\$2,146,880	\$0	\$340,772	\$1,806,108	\$0
Total: Recipient's contribution		\$3,220,320	\$0	\$511,158	\$2,709,162	\$0



5. Delete SCHEDULE B.4: SUMMARY OF PROJECT COMPONENTS AND ASSOCIATED COSTS of the Original Agreement and insert in its place the following SCHEDULE B.4: SUMMARY OF PROJECT COMPONENTS AND ASSOCIATED COSTS:

SCHEDULE B.4: SUMMARY OF PROJECT COMPONENTS AND ASSOCIATED COSTS

Name of Project Component	Description	Start Date	End Date	Total Project Cost	Total Ineligible Expenditures	Total Eligible Expenditures	Recipient's Contribution to Eligible Expenditures	Canada's Maximum Contribution to Eligible Expenditures
Project Packaging	Costs of planning and assessment <ul style="list-style-type: none"><li>Hire energy consultant to perform assessment and evaluation of energy consuming systems across targeted buildings</li></ul>	Effective Date	Jun 23, 2020	\$18,865	\$1,365	\$17,500	\$10,500	\$7,000
Team Assembly	Costs of planning and assessment <ul style="list-style-type: none"><li>Assemble project team to evaluate energy conservation measures for implementation</li></ul>	Effective Date	Jun 23, 2020	\$18,865	\$1,365	\$17,500	\$10,500	\$7,000
Consultant	Consultant Design Fees <ul style="list-style-type: none"><li>Implementation of measures</li></ul>	Effective Date	Mar 31, 2022	\$350,000	\$125,000	\$225,000	\$135,000	\$90,000
Water Facilities & Municipal Garages	Contractors costs (purchase & installation including measurement and verification, reporting, GHG emissions and energy saving calculations, construction management and commissioning etc.)	Dec 1, 2019	Mar 31, 2022	\$642,200	\$0	\$642,200	\$385,320	\$256,880
Fire Halls & Office Buildings	Contractors costs (purchase & installation including measurement and verification, reporting, GHG emissions and energy saving calculations, construction management and commissioning etc.)	Dec 1, 2019	Mar 31, 2022	\$740,000	\$0	\$740,000	\$444,000	\$296,000
Arenas & Leisure Service Buildings	Contractors costs (purchase & installation including measurement and verification, reporting, GHG emissions and energy saving calculations, construction management and commissioning etc.)	Dec 1, 2019	Mar 31, 2022	\$2,210,000	\$0	\$2,210,000	\$1,326,000	\$884,000



Community Centres & Exterior LED Lighting	Contractors costs (purchase & installation, including measurement and verification, reporting, GHG emissions and energy saving calculations, construction management and commissioning etc.)	Dec 1, 2019	Mar 31, 2022	\$615,000	\$0	\$615,000	\$369,000	\$246,000
Market Square	Contractors costs (purchase & installation including measurement and verification, reporting, GHG emissions and energy saving calculations, construction management and commissioning etc.)	Dec 1, 2019	Mar 31, 2022	\$900,000	\$0	\$900,000	\$540,000	\$360,000
TOTAL				\$5,494,930	\$127,730	\$5,367,200	\$3,220,320	\$2,146,880



- 6. Each Party represents and warrants that it has the full power and authority to enter into this Amending Agreement and has taken all necessary actions to authorize the execution of the Amending Agreement.
- 7. All other provisions of the Original Agreement remain in full force and effect, unamended.

IN WITNESS WHEREOF the Parties’ duly authorized representatives have executed this Agreement:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

THE CITY OF SAINT JOHN

**Fleming, Jesse**  
Per: Jesse Fleming  
Director General  
Programs Directorate  
Digitally signed by Fleming, Jesse  
Date: 2021.03.24 16:36:34 -04'00'

\_\_\_\_\_  
Date

\_\_\_\_\_  
Per: Don Darling  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Per: Jonathan Taylor  
Common Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Common Council Resolution Date



## COMMON COUNCIL REPORT

M&C No.	2021-091
Report Date	March 24, 2021
Meeting Date	March 29, 2021
Service Area	Utilities and Infrastructure Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Low Carbon Economy Fund (LCEF) Amending Agreement – District Energy System (DES) Project***

***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>Samir Yammine</i></b>	<b><i>J. Brent McGovern</i></b>	<b><i>John Collin</i></b>

***RECOMMENDATION***

It is recommended that Common Council approve the Amending Agreement under the Low Carbon Economy Fund for the District Energy System (DES) Project in the form and upon the terms and conditions as attached; and that the Mayor and Common Council be authorized to execute the said Amending Agreement.

***EXECUTIVE SUMMARY***

The purpose of this report is to seek Common Council's approval of the Amending Agreement. The proposed Amending Agreement consist of changes to the Project's fiscal year breakdown i.e., Schedule B.2, B.3 and B.4 of the funding agreement. The Amending Agreement must be signed prior to March 31, 2021 to allow the City to submit claims for funding.

***PREVIOUS RESOLUTION***

M&C 2019-313. It is recommended that the City enter into the Grant Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of the Environment who is responsible for the Environment and Climate Change Canada under the Low Carbon Economy Fund for the District Energy System (DES) Project in the form and upon the terms and conditions as attached; and that the Mayor and Common Clerk be authorized to execute the said Agreement.

***STRATEGIC ALIGNMENT***

The District Energy System (DES) Project is clearly aligned with the following City plans, policies, Council Priorities, programs, and practices:



1- City of Saint John Corporate GHG and Energy Action plan to reduce GHG emissions by 30% by 2025 and achieve carbon neutral by 2040.

2- City of Saint John Asset Management Policy objectives to apply risk-based decision and life-cycle costing principles to prioritize capital investment, identify alternative measures, facilitate the leveraging of infrastructure funding from external sources, and improve the reliability of customer service.

3. City of Saint John Capital Investment Policy.

***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

The City of Saint John Utilities and Infrastructure Services and Legal Departments have reviewed the attached Amending Agreement and are satisfied with the recommendation as they pertain to their respective areas of services.

***ATTACHMENTS***

Low Carbon Economy Fund Amending Agreement- District Energy System (DES) Project.



**AMENDING AGREEMENT  
TO THE CHALLENGE FUND FUNDING AGREEMENT REGARDING  
DISTRICT ENERGY SYSTEM PROJECT**

This Amending Agreement is made as of the date of last signature,

**BETWEEN:**                **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of the Environment who is responsible for Environment and Climate Change Canada (“Canada” or the “Minister”),

**AND**                        **THE CITY OF SAINT JOHN**, incorporated by Royal Charter as confirmed and amended from time to time by the Acts of the Legislative Assembly of New Brunswick (“Recipient”),

Individually referred to as a “Party” and collectively referred to as the “Parties”.

**WHEREAS** the Parties concluded the Challenge Fund Funding Agreement Regarding District Energy System Project, effective December 5, 2019 (the “Original Agreement”);

**AND WHEREAS** the Parties desire to amend the Original Agreement, in accordance with subsection 39 of the Original Agreement;

**NOW THEREFORE**, the Parties agree to the following amendment made to the Original Agreement:

- 1. Capitalized terms used herein have the same meaning given to them in the Original Agreement.
- 2. Delete Section 40 of the Original Agreement and insert the following Section 40 in its place:

**“40. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement may be signed in multiple counterparts, each of which so signed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one Agreement. The counterparts of this Agreement and all other documents that are signed in connection herewith may be signed by electronic signature by any of the Parties and delivered by “pdf” or other similar attachment to an email to the other party and the receiving Party may rely on the receipt of the electronically signed and delivered document as if the original had been received.”



3. Delete SCHEDULE B.2: PROJECT BUDGET of the Original Agreement and insert in its place the following SCHEDULE B.2: PROJECT BUDGET:

SCHEDULE B.2: PROJECT BUDGET

Project name	District Energy System				
Total costs of the Project				\$4,879,900	100%
Total Eligible Expenditures of the Project				\$4,667,729	95.65%
Total Ineligible Expenditures of the Project				\$212,171	4.35%
Recipient’s contribution towards Eligible Expenditures				\$2,800,637	60%
Canada’s maximum contribution towards Eligible Expenditures				\$1,867,092	40%
EXPENDITURES / FUNDING REQUEST	TOTAL	FISCAL YEAR BREAKDOWN			
		2019-2020	2020-2021	2021-2022	2022-2023
Total Project expenditures					
Total Eligible Expenditures	\$4,667,729	\$0	\$681,225	\$3,986,504	\$0
Total Ineligible Expenditures	\$212,171	\$0	\$0	\$212,171	\$0
Total of All Expenditures	\$4,879,900	\$0	\$681,225	\$4,198,675	\$0
Canada’s contribution pertaining to each Fiscal Year					
Uncapped Eligible Expenditures	\$1,778,400	\$0	\$263,226	\$1,515,174	\$0
Eligible planning expenditures (capped at 5% of Canada’s contribution)	\$88,692	\$0	\$9,264	\$79,428	\$0
Eligible incremental employee expenditures (capped at 2% of Canada’s contribution)	\$0	\$0	\$0	\$0	\$0
Eligible travel expenditures (capped at 5% of Canada’s contribution)	\$0	\$0	\$0	\$0	\$0
Total Canada’s contribution toward Eligible Expenditures pertaining to each Fiscal Year	\$1,867,092	\$0	\$272,490	\$1,594,602	\$0



4. Delete SCHEDULE B.3: FISCAL YEAR BREAKDOWN of the Original Agreement and insert in its place the following SCHEDULE B.3: FISCAL YEAR BREAKDOWN:

SCHEDULE B.3: FISCAL YEAR BREAKDOWN

PROJECT NAME	SOURCES OF FUNDING	Estimated Eligible Contribution by Fiscal Year				
		TOTAL	2019-2020	2020-2021	2021-2022	2022-2023
District Energy System	Canada	\$1,867,092	\$0	\$272,490	\$1,594,602	\$0
	Recipient	\$2,800,637	\$0	\$408,735	\$2,391,902	\$0
Total: Canada's contribution		\$1,867,092	\$0	\$272,490	\$1,594,602	\$0
Total: Recipient's contribution		\$2,800,637	\$0	\$408,735	\$2,391,902	\$0



5. Delete SCHEDULE B.4: SUMMARY OF PROJECT COMPONENTS AND ASSOCIATED COSTS of the Original Agreement and insert in its place the following SCHEDULE B.4: SUMMARY OF PROJECT COMPONENTS AND ASSOCIATED COSTS:

SCHEDULE B.4: SUMMARY OF PROJECT COMPONENTS AND ASSOCIATED COSTS

Name of Project Component	Description	Start Date	End Date	Total Project Cost	Total Ineligible Expenditures	Total Eligible Expenditures	Recipient's Contribution to Eligible Expenditures	Canada's Maximum Contribution to Eligible Expenditures
Planning, design, and tender	Costs of planning and assessment related to Project Packaging	Effective Date	Jun 23, 2021	\$18,866	\$1	\$18,865	\$11,319	\$7,546
	Costs of planning and assessment related to Team Assembly	Effective Date	Jun 23, 2021	\$18,865	\$0	\$18,865	\$11,319	\$7,546
	Civil Engineering Contract - Consultant design & construction administration fees	Effective Date	Jun 23, 2021	\$169,787	\$110,287	\$59,500	\$35,700	\$23,800
	Mechanical and Electrical Engineering Contract - Consultant design & construction administration fees	Effective Date	Jun 23, 2021	\$226,383	\$101,883	\$124,500	\$74,700	\$49,800
Installation of central plant	Isolation of Thermal Storage Cells from Main Loop (HX + Pumps) - Contractors costs (purchase & installation including measurement and verification, reporting, GHG emissions and energy saving calculations, construction management and commissioning etc.)	Dec 1, 2019	Oct 28, 2021	\$650,000	\$0	\$650,000	\$390,000	\$260,000
	Heat Recovery Chillers - Contractors costs (purchase & installation including measurement and verification, reporting, GHG emissions and energy saving calculations, construction management and commissioning etc.)	Dec 1, 2019	Oct 28, 2021	\$1,279,789	\$0	\$1,279,789	\$767,873	\$511,916
	Condenser Water Pumps and Accessories for Geo-exchange - Contractors costs (purchase & installation)	Dec 1, 2019	Oct 28, 2021	\$200,000	\$0	\$200,000	\$120,000	\$80,000
	Cold and Hot Water Mains - Contractors costs (purchase & installation)	Dec 1, 2019	Oct 28, 2021	\$500,000	\$0	\$500,000	\$300,000	\$200,000
	Electrical and Controls - Contractors costs (purchase & installation)	Dec 1, 2019	Oct 28, 2021	\$200,000	\$0	\$200,000	\$120,000	\$80,000



Connection of DES to buildings	Connection of the Canada Games Aquatic Centre - Contractors costs (purchase & installation including measurement and verification, reporting, GHG emissions and energy saving calculations, construction management and commissioning etc.)	Sept 1, 2020	Mar 31, 2022	\$1,016,210	\$0	\$1,016,210	\$609,726	\$406,484
	Connection of the Genesis - Contractors costs (purchase & installation)	Sept 1, 2020	Mar 31, 2022	\$200,000	\$0	\$200,000	\$120,000	\$80,000
	Connection of the Market Square - Contractors costs (purchase & installation)	Sept 1, 2020	Mar 31, 2022	\$150,000	\$0	\$150,000	\$90,000	\$60,000
	Connection of the Hilton Hotel - Contractors costs (purchase & installation)	Sept 1, 2020	Mar 31, 2022	\$250,000	\$0	\$250,000	\$150,000	\$100,000
TOTAL				\$4,879,900	\$212,171	\$4,667,729	\$2,800,637	\$1,867,092



- 6. Each Party represents and warrants that it has the full power and authority to enter into this Amending Agreement and has taken all necessary actions to authorize the execution of the Amending Agreement.
- 7. All other provisions of the Original Agreement remain in full force and effect, unamended.

IN WITNESS WHEREOF the Parties’ duly authorized representatives have executed this Agreement:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

THE CITY OF SAINT JOHN

**Fleming, Jesse** Digitally signed  
Per: Jesse Fleming  
Director General  
Programs Director  
by Fleming, Jesse  
Date: 2021.03.24  
16:00:44 -04'00'

\_\_\_\_\_  
Date

\_\_\_\_\_  
Per: Don Darling  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Per: Jonathan Taylor  
Common Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Common Council Resolution Date



## COMMON COUNCIL REPORT

M&C No.	2021-088
Report Date	March 25, 2021
Meeting Date	March 29, 2021
Service Area	Strategic Services

His Worship Mayor Don Darling and Members of Common Council

**SUBJECT: Statement of Work Agreement with Ricoh Canada Inc.**

### **AUTHORIZATION**

Primary Author	Commissioner/Dept. Head	City Manager
<b>Stephanie Rackley-Roach</b>	<b>Kevin Fudge</b>	<b>John Collin</b>

### **RECOMMENDATION**

The City Manager recommends that Mayor and City Clerk be authorized to execute the Statement of Work ("SOW") between Ricoh Canada Inc. ("Rico") and the City of Saint John ("Customer") for professional services to restore Laserfiche RIO ("Laserfiche").

### **EXECUTIVE SUMMARY**

As a result of the cyberattack on November 13, 2020, the City is currently in the process of completing software application and data restores to ensure the cost-effective delivery of public service. Laserfiche RIO ("Laserfiche") is an application that supports records management and workflow processes in the delivery of several public services. The City needs to engage Ricoh Canada Inc. ("Rico"), the third-party vendor for Laserfiche, for the installation and configuration of the software and the weblink to provide secure access as appropriate. The cost of the engagement for the scope of work outlined in the Statement of Work ("SOW") is \$14,900 plus HST.

### **PREVIOUS RESOLUTION**

N/A

### **REPORT**

Many software applications with their related data need to be restored to support cost-effective service delivery due to the cyberattack the City experienced on November 13, 2020. The City's Laserfiche application supports nearly all service areas in the City as it is our official records management system. All public and final records are stored in Laserfiche. This application is also used to support development service offerings in the One Stop Development Shop.

The City's information technology resources can complete a portion of the work in terms of network, server, and data recovery requirements. Professional services are



required from Ricoh, the third-party vendor for Laserfiche. The primary activities include installation and configuration of Laserfiche RIO and Laserfiche Weblink to provide public and employee access to the document repository as appropriate.

The City currently has an agreement with Ricoh for Laserfiche licensing and support. The City will continue to leverage the licensing already in place.

### ***STRATEGIC ALIGNMENT***

Recovery of the Laserfiche application supports quality delivery of service to our citizens. It ensures a more efficient way to store, manage and access records and carry out work process that support service delivery.

### ***SERVICE AND FINANCIAL OUTCOMES***

This is a Fixed Fee engagement in the amount of \$14,900 plus HST. Fees are for professional services only in accordance with the scope of work outlined in the SOW, and do not include the cost of hardware, software, or hardware/software technical support. This software application restoration work is part of the recovery efforts resulting from the cyberattack. The City will claim recovery of these costs under the City's relevant insurance policies. Any portion of the costs that are not recovered under insurance will be funded through the appropriate reserve or operating budget.

### ***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

General Counsel Office has reviewed the SOW and determined in consultation with the CIO that practical risks associated with the terms and conditions of the SOW, if any, are appropriately mitigated; the SOW as provided is satisfactory to both Ricoh and the City.

### ***ATTACHMENTS***

Ricoh – Statement of Work



Customer Information			
<b>Customer Name:</b>	City of Saint John	<b>SOW #:</b>	20210324_VDC_CityofSaintJohn_LFRIO
<b>Billing Address:</b>	15 Market Place, PO Box 1971, Saint John, NB, E2L 4L1	<b>Customer #:</b>	304000353
<b>Date:</b>	03/24/2021	<b>Customer Contact:</b>	Megan Thompson (506) 658-4455 megan.thompson@saintjohn.ca
<b>Account Manager</b>	Ryan Backman	<b>Prepared By</b>	David Cox Solutions Integrator Ricoh Canada

## Statement of Work

*This Statement of Work ("SOW") is made and entered into as of 2021/3/24(the "Effective Date")*

**BETWEEN:** Ricoh Canada Inc.  
("Ricoh")

**AND:** City of Saint John  
("Customer")

This SOW describes certain professional services ("Services") which will be performed by Ricoh in connection with the implementation of the project described in this SOW (the "project").

Ricoh will allocate and schedule resources only after this SOW has been signed.

## Section 1 - Project– General

Ricoh has developed this SOW on the basis of the technical information provided by Customer to Ricoh. To the extent this information is not accurate, Ricoh will provide change order(s) to document any changes, including adjustments to the fees if applicable.

The scope of Services, and the associated fees, are also based on the following key dependencies and key assumptions. In the event an assumption changes or is not correct, or in event a dependency is not met, the scope of Services will change, the project may be delayed, and Ricoh will issue a change order:

1. Customer will assign a dedicated internal project manager with full decision-making authority, and Customer will coordinate reasonably available its technical personnel, managers, and other employees necessary to facilitate Ricoh's performance of the Services.
2. Customer will provide Ricoh with such access to its facilities, networks, software, and systems as may be reasonably necessary for Ricoh to perform the Services. Where Ricoh requires on-line or remote access to Customer's systems in order to provide the Services, Customer shall provide appropriate communication software and/or establish dedicated connections with Ricoh.



Customer agrees that if access to Customer's systems requires a separate agreement, such agreement is subject to the limits of liability of this SOW and Customer will be responsible for any applicable fees.

3. Customer will provide Ricoh with timely feedback on the Services and the project overall.
4. Customer will resolve, in a timely fashion, any infrastructure, network, communication or other issues that may arise during the course of the project, to the extent any such issues are outside of the control of Ricoh.
5. Customer will ensure that all facilities, networks, software, equipment, and systems are fully configured, operational and available prior to the commencement of the Services.
6. A milestone must be successfully completed prior to the project moving to the next phase.
7. All Services will be delivered remotely by Ricoh's technical resources. If, in the course of delivering the Services, Ricoh determines that remote delivery will not be possible due to limitations in the Customer's environment, or if Customer requests that Services be delivered at the Customer location(s), on-site fees will apply.
8. Services will be provided during normal business hours (9:00 am to 5:00 pm) Monday through Friday excluding Ricoh recognized holidays. If Services are requested outside of these hours, overtime rates will apply.
9. Documentation and training provided to Customer will use Ricoh's template forms and methodology. The Services do not include customization of documentation or training materials.

In the event of changes, the project will move ahead only after all applicable change orders are approved and executed and after Customer has made any changes to its infrastructure as detailed in the change order(s), if applicable. Until the change order(s) are signed, Ricoh will place the project on hold in order to conserve the resource budget.

## **Section 2 – Project and Services Description**

### **Project Objective**

The client's on premise Laserfiche RIO system is currently down due to a hack that took place on the City of Saint John's IT infrastructure. The on premise Laserfiche server was affected. The City of Saint John would like to create new servers on the internal network to be used for Laserfiche RIO using backups of existing Laserfiche data. The Laserfiche server will be on an internal server and Laserfiche Weblink/Mobile will be installed on a server located in the City of Saint John's DMZ for external access.

### **Project Requirements and Deliverables**

#### **1. Existing Backups of Laserfiche**

The City of Saint John will provide complete backups of the Laserfiche databases and volume files for all repositories contained in the on premise Laserfiche system. The backups of the database and volume need to be from the same time period (backups taken of both at or around the same time). It is recommended that the City of Saint John's IT department use the Laserfiche Volume Consistency Checker (support for the consistency checker included below) to confirm data integrity.



### Databases:

- The City of Saint John is to setup and restore all backup Laserfiche databases to a new Full SQL server dedicated Laserfiche instance.
- A SQL user can be created in the Laserfiche SQL instance to be used for Laserfiche to communicate with the databases in this instance. Using an SQL user, we can limit the account to just that instance. The user must be able to log in to the SQL Server and create databases by granting the dbcreator fixed server role. If you do not want to add the server service user to any fixed server roles, you can create the database manually and grant the user account full access to the database by making that user the database owner. This will grant the server service user access to the Laserfiche database without granting the ability to create other databases. Alternatively, an AD service user account can also be used.

### Laserfiche Volumes (repositories):

- The City of Saint John is to migrate the Laserfiche volume files from backup to a directory/folder on a defined data drive then added as a mapped drive on the Laserfiche server. This drive size will need to be large enough to contain all volume files and allow for growth as the Laserfiche system is used.
- After all, Laserfiche repositories are restored, if the City of Saint John deems a repository is no longer needed it can be removed from the system.

## 2. Laserfiche Server

### Domain Requirements

- The new Laserfiche VM will need to be connected to the City of Saint John's domain
  - This is required to allow for Windows Authentication to work when end user's login to Laserfiche.

### Laserfiche VM System Recommendations – *ALL Laserfiche Server Products except Weblink and Mobile*

- **Processor Type (CPU):** 4 cores or more
- **Memory:** 16 GB RAM or more
- **Operating system:** Windows Server 2019, all updates completed
- **Drive Allocation:**
  - C:\ drive **minimum** 125 GB for OS and Application Install
  - D:\ data drive to contain the Laserfiche volume files, the size depends on how large the volume is and all volume files should go here.

### Laserfiche Weblink/Mobile VM System Recommendations – *Only Weblink/Mobile components*

- **Processor Type (CPU):** 4 cores or more
- **Memory:** 8 GB RAM or more
- **Operating system:** Windows Server 2019, all updates completed
- **Drive Allocation:**
  - C:\ drive **minimum** 100 GB for OS and Application Install
- This VM should be able to communicate with the Laserfiche server VM.
- Azure gateway configured with external URL and Valid SSL certificate verified by a root authority for use when accessed from external sources.



### Full SQL Server

- The SQL instance that will contain Laserfiche databases should be a Full SQL instance
- The SQL instance, used only for Laserfiche, is highly recommended to have dedicated resources.
- Restored databases should be left the same name as they were before.

### SQL Server Instance Recommendations – dedicated to the Laserfiche Instance

- **Processor Type (CPU):** 4 cores or more
- **Memory:** 16 GB RAM or more
- **Drive Allocation:**
  - No Laserfiche volumes will be stored on this VM and will be located on the Laserfiche server's data drive listed above.

## 3. Ricoh Deliverables

- **Technical Design and Consulting**
  - a. Ricoh will provide support and consulting that will assist in providing detail of what the implementation of Laserfiche on the City of Saint John VMs should look like
- **SOW Activities**
  - a. All activities regarding creation of SOW, approval, review, pre-signature, and completion signature
- **Installation and Configuration of Laserfiche RIO**
  - a. The City of Saint John has an existing Laserfiche RIO license and will be used for the new Laserfiche RIO server
  - b. Support the use of the Laserfiche Volume consistency checker to confirm integrity of the Laserfiche data.
  - c. Install, configure and license Laserfiche RIO on the client's provided VM server – The same version of Laserfiche will be installed to aid in recovery time.
  - d. Attach/configure and smoke test all provided backups of the Laserfiche repositories.
  - e. Install and configure Laserfiche workflow to use the backup of the workflow database.
  - f. Smoke test provided backups of workflow to determine if time is required to troubleshoot the functionality of the workflows.
- **Installation and Configuration of Laserfiche Weblink**
  - a. Install, license, and configure Laserfiche Weblink on the client provided server in the DMZ.
  - b. Review what user is to be used as the Weblink autologin user.
  - c. Review what the autologin user can view in the repository.
  - d. Customizing the look and feel of Weblink is not in scope but the City of Saint John can customize as they feel fit with the Weblink Designer.
- **Admin Knowledge Share**
  - a. City of Saint John Laserfiche Admins to be provided a knowledge transfer pertaining to the new Laserfiche implementation.
- **As-Built Documentation**
  - a. Ricoh to provide a As-Built technical document showing details of the new Laserfiche implementation.
- **Project Coordination/Communication**
  - a. Coordination tasks related to timelines and tasks to be complete.



#### 4. Extra Optional Support Option

The City of Saint John may request additional payable time from Ricoh Canada to assist via a Block of Time SOW where time can be drawn down from a prepaid total amount of hours (not included in this fixed fee SOW). Some workflows created on the Laserfiche workflow server are workflows that were developed and created by the City of Saint John staff.

##### **Workflow Troubleshooting and Weblink Design Customization**

- The City of Saint John has the option to request a separate Block of Time SOW that would consist of a minimum of 10hrs at \$200/hr. whereby the time can be drawn down from and be consumed, once consumed more time can be requested.
  - This time can be used to troubleshoot workflow issues that might arise after the Laserfiche system is up and running again.
  - To help with Weblink Design customization
  - General support issues

#### **Note: Acceptance of Milestones/Deliverables**

Ricoh will notify the Customer when any SOW deliverable or milestone has been achieved ("Achievement Notice").

Customer will be deemed to have fully accepted the achievement of the deliverable or milestone unless Customer provides Ricoh with written notice of any deficiencies within five (5) business days of the date of the Achievement Notice.

In addition, any acceptance or deemed acceptance shall be deemed to represent the Customer's acceptance of the earlier deliverables or milestones.



## Section 3 - Pricing / Financial Scope (for Fixed Fee)

The following fees are payable for the Services described in this SOW. The total fee payable is based on the total hours allocated to the Services, each as described below.

Services Tasks	Notes
Technical Design and Consulting	Consulting regarding existing backups of data, server requirements, etc.
SOW Activities	All activities regarding SOW creation, review and sign-off
Installation, Licensing and Configuration of Laserfiche RIO on the client's provided server	Laserfiche app server implementation tasks
Installation and Configuration of Laserfiche Weblink	Weblink will be install on a separate VM than Laserfiche and located in a DMZ
Admin Knowledge Share	knowledge transfer pertaining to the new Laserfiche implementation
As-Built Documentation	Document showing details of the Laserfiche implementation
Project Coordination/Communication	Communication and coordination throughout the project

This is a Fixed Fee engagement. In consideration of the Services, Customer shall pay Ricoh the fees in the amounts and at the rates set forth as follows:

The total fees shall be **\$14900.00 not including taxes** ("Fees"). Fees are for professional services only, and do not include the cost of hardware, software, hardware/software technical support or the optional Block of Time.

The purchase or lease of any hardware or software is independent from this SOW and therefore not contingent on Customer's acceptance of the Services performed.

### Payment Schedule

100% invoiced upon execution of this SOW.

The Fees set out in this SOW are not refundable.

Customer shall pay all amounts payable to Ricoh hereunder within thirty (30) days of the date of the invoice submitted by Ricoh. Ricoh may suspend or terminate Services for non-payment.

## Section 4 – General Terms & Conditions

To the extent Ricoh and Customer have entered into a separate agreement governing the supply of professional services by Ricoh to Customer, which agreement is still in force between the parties, the terms and conditions of such separate agreement shall govern the supply of Services under this SOW. The



following terms and conditions shall apply to the extent no such separate agreement is in place between the parties:

- a) **Services.** Customer has engaged Ricoh to perform the Services described in this SOW. Changes to the scope of the Services shall be made only in a written change order signed by both parties. Ricoh shall have no obligation to commence work in connection with any requested change order until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. Ricoh shall provide the Services on a remote basis unless otherwise agreed.
- b) **Service Fees.** In consideration of the Services, Customer shall pay Ricoh the Service fees in the amounts and at the rates set forth in this SOW. Customer shall pay all amounts payable to Ricoh hereunder within thirty (30) days of the date of the invoice submitted by Ricoh. Interest shall accrue on any late payments at a rate of 12% per annum, or the highest rate allowable by law if lower. If Ricoh undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees. Ricoh may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of Ricoh).
- c) **Limitation of Liability.** Ricoh shall perform the Services in a professional manner. This warranty shall be for 30 days following the completion of the applicable Services. Ricoh shall make available to Customer any warranties made to Ricoh by third party manufacturers of the software, tools and/or products utilized by Ricoh in connection with the Services hereunder, to the extent transferable and without recourse. Estimated delivery and/or service schedules contained in this SOW are non-binding estimates. EXCEPT AS EXPRESSLY SET FORTH HEREIN, RICOH MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS SOW AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS SOW OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. RICOH'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH HEREUNDER BY CUSTOMER. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO (A) ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR (B) DELAY OF DELIVERY OF SERVICES UNDER THIS SOW. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.
- d) **Confidentiality / Non-Solicitation / Intellectual Property.** Except for purposes of this SOW, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from the Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. Intellectual property rights arising from the Services provided hereunder shall remain the property of Ricoh. Without limiting the foregoing, nothing contained in this SOW shall be construed to transfer, convey, restrict, impair, or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under this SOW or that may be independently developed by Ricoh



outside the scope of this SOW and without use of any confidential or otherwise restricted material or information hereunder.

- e) **General.** This SOW represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations, or communications, oral or written, of either party. Only a writing executed by authorized representatives of both parties may amend this SOW. Any purchase order, service order or other Customer ordering document will not modify or affect this SOW, nor have any other legal effect. All equipment is purchased or leased by Customer pursuant to a separate agreement and are separate and independent obligations of Customer governed solely by the terms set forth in such separate agreement. This SOW may not be transferred or assigned by Customer without the prior written consent of Ricoh. This SOW shall be governed under the applicable law of the province (or territory) where the Services are performed. In the event the Services are performed in multiple locations, this SOW shall be governed under the laws of the province of Ontario. The relationship of the parties is that of independent contractors. Ricoh shall not be responsible for and shall be excused from performance or have reasonable additional periods of time to perform its obligations, where it is delayed or prevented from performing any of its obligations for reasons beyond Ricoh's reasonable control.

This Statement of Work shall be effective as of the Effective Date. Scheduling of resources and project duration estimates can only be provided after this Statement of Work has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this Statement of Work on behalf of their respective entities.

**RICOH CANADA INC.**

<b>Glen Borsheim</b> <small>Digitally signed by: Glen Borsheim  DN: CN = Glen Borsheim OU = British Columbia, Vancouver, ASG  Date: 2021.03.24 08:55:44 -08'00'</small>	<b>Glen Borsheim</b> <b>National Manager, Solution Engineering</b>	<b>March 24, 2021</b>
Ricoh Canada Inc. Authorized Signature	Name and Title	Date

**CUSTOMER**

Name (Print)	Location
Authorized Signature	Title
	Date



## COMMON COUNCIL REPORT

M&C No.	MC 2021 - 086
Report Date	March 24, 2021
Meeting Date	March 29, 2021
Service Area	Public Works and Transportation Services

His Worship Mayor Don Darling and Members of Common Council

**SUBJECT: Weight Restriction By-Law Amendment on Wentworth Street**

### **AUTHORIZATION**

Primary Author	Commissioner/Dept. Head	City Manager
<b>Tim O'Reilly</b>	<b>Michael Hugenholtz</b>	<b>John Collin</b>

### **RECOMMENDATIONS**

Your City Manager recommends Common Council:

1. That Item 10.7 "Weight Restrictions By-law Amendment on Wentworth Street (3rd Reading)" which was tabled at the Common Council Meeting dated March 22, 2021, be lifted from the table;
2. Authorize 3rd Reading to an amendment to the Saint John Weight Restriction By-Law as attached to M&C 2021-086, and
3. That the Mayor and City Clerk be authorized to execute the Agreement with Irving Equipment Limited attached to M&C 2021-086.

### **EXECUTIVE SUMMARY**

The Saint John Weight Restriction By-Law allows the City to mitigate the impact that heavy vehicles impose on City streets. One mechanism in this by-law that achieves this goal is a reduction in the axle loading of trucks on streets during the spring when roads are particularly susceptible to damage. Occasionally trucking companies request deviation from the by-law in relation to these spring weight restrictions.

A deviation from this by-law is required to transport a truck-mounted crane to the Wentworth development at the corner of Wentworth Street and Leinster Street to allow the construction of that building to continue on schedule.

### **PREVIOUS RESOLUTION**

At its March 8, 2021 meeting Common Council authorized 1<sup>st</sup> and 2<sup>nd</sup> Readings to the amendment to the City of Saint John Weight Restriction By-Law attached to this report. City staff note that the 3<sup>rd</sup> and final Reading that Common Council is being requested to approve includes a revised set of dates from those considered in the 1<sup>st</sup> and 2<sup>nd</sup> Readings. The reason for this change is detailed further in this report.



## **REPORT**

The Saint John Weight Restriction By-Law mitigates the impact of heavy vehicles on City streets and infrastructure below the street. One such mechanism in this by-law is that the maximum per-axle mass of various truck configurations permitted in the Provincial Motor Vehicle Act is reduced to 80% of typical limits during a Spring Weight Restrictions period on most City streets.

The structural integrity of the soil below the asphalt that supports it is weakened during the spring as water gets trapped in it by ice as the ice continues to melt from the surface down. The asphalt and underground infrastructure are therefore more susceptible to damage by heavy vehicles with the soil structure's weakened state. Reduced permitted axle weights mitigate this situation. The City uses the Spring Weight Restrictions period that is determined by the Province of New Brunswick each year, the dates of which can fluctuate year to year based on when the weather begins to get warmer causing the thawing ice in the soil below the asphalt.

The by-law exempts some City streets from this reduced axle mass limit during the Spring Weight Restriction period. Streets exempt include some arterial and collector streets and/or those that provide access to major industrial sites.

Spring Weight Restrictions for 2021 are currently in effect. They started March 1 and are expected to continue until May 16, subject to weather conditions.

A phase of construction of the Wentworth development at the corner of Wentworth and Leinster Streets requires a particular vehicle-mounted crane owned by Irving Equipment Ltd. to be transported to and from the site to lift and install heavy concrete panels on the building. This work by this crane is required during the Spring Weight Restrictions period to prevent delaying the overall construction schedule for the building. The axle loadings of the crane are above the 80% limits. The route this crane must travel to get from its origin to the Wentworth and back again must travel on various Provincial Highways as well as City streets that are exempt from the 80% limits. However, the 80% limits must be respected on the final leg of the crane's journey, on Wentworth Street from Broad Street to Leinster Street, to be compliant with the City's current by-law. Wentworth Street would need to be temporarily exempt from the by-law to permit the crane to travel on it during Spring Weight Restriction period. The attached by-law amendment would facilitate this.

Given that the intention of the Saint John Weight Restriction By-Law is to mitigate damage to City streets and underground infrastructure, staff would



facilitate additional measures to manage such risk in this case if Common Council is supportive of the recommended by-law change:

1. The exemption would be in place for a specific period of time,
2. A Saint John Police escort would accompany the transport operation,
3. A pre and post infrastructure condition assessment would be required by a third party Professional Engineer to identify if any damage is attributable to Irving Equipment Ltd.'s transport operation, and
4. An agreement would be in place to ensure Irving Equipment Ltd.'s obligations are confirmed and so that they would be responsible for damage attributable to the transport operation.

The agreement referenced in item #4 in the preceding paragraph is attached to this report for Common Council's consideration.

Staff note however there remains a risk that damage to roadway and particularly underground infrastructure attributable to the operation may not be identifiable between the pre and post condition assessments.

The 3<sup>rd</sup> and Final Reading of the by-law amendment that Common Council is being requested to endorse as part of this report is different than what Council approved in 1<sup>st</sup> and 2<sup>nd</sup> Readings on March 8, 2021. The difference is related to the dates upon which the temporary exemption of the weight restrictions for Wentworth Street will take place, from the period of March 23 through March 28, inclusive, to the period of April 6 through April 17, inclusive. The change in dates is at the request of the developer of the Wentworth. Confirmation of the requested change was received following the March 22, 2021 Council meeting agenda was able to be adjusted with an updated amendment and agreement, hence the need to table 3<sup>rd</sup> Reading at that meeting. The General Counsel's Office has confirmed the appropriateness of that change to the by-law amendment between 1<sup>st</sup>/2<sup>nd</sup> and 3<sup>rd</sup> Readings. The attached agreement reflects these revised dates as well.

### ***STRATEGIC ALIGNMENT***

This report is ultimately about balancing two Common Council priorities with the tools currently available at our disposal. It seeks to align with Common Council's commitment to its Growth priority by supporting taxbase growth development. It also demonstrates efforts to fulfill Common Council's Fiscal Responsibility priority by mitigating risk of and responsibility for excessive damage to street and below ground infrastructure by transport of this heavy vehicle and crane during the Spring Weight Restrictions period.

### ***SERVICE AND FINANCIAL OUTCOMES***

In the absence of a Permitting process to more effectively balance the needs of the trucking industry with the impact that heavy vehicles cause to City streets,



including during Spring Weight Restrictions, a more resource-intensive and lengthy process, such as described in this report must continue in cases such as this. As part of the current process, City staff from both the Public Works & Transportation Department and the Office of General Counsel are engaged in these case-by-case analyses, forming of an agreement, and administering the by-law amendment process over two Council meetings. From the trucking company's perspective, legal efforts to review and sign these agreements and extended timelines to serve their customer's needs as a result of requiring these matters to be considered over two Council meetings are negative impacts. Ultimately, often the customer of the trucking company receiving the goods or service experience impacts as a result of delays. A permitting process would reduce resource requirements and timelines while ensuring measures remain in place to ultimately remaining aligned, or even improve alignment, with Council's Growth and Fiscal Responsibility priorities. Exploring implementation of such a permitting process will be undertaken with a target of implementation for the 2022 Spring Weight Restriction period.

#### ***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

The General Counsel's Office has assisted with the preparation of the attached Weight Restriction By-Law Amendment and attached agreement.

#### ***ATTACHMENTS***

Amendment to City of Saint John Weight Restrictions By-Law.  
Agreement with Irving Equipment Ltd.



**BY-LAW NUMBER MV-17  
A LAW TO AMEND A BY-LAW  
RESPECTING WEIGHT RESTRICTIONS  
WITHIN THE CITY OF SAINT JOHN  
ENACTED UNDER THE AUTHORITY  
OF SECTION 262(1) OF THE MOTOR  
VEHICLE ACT**

Be it enacted by the Common Council of  
The City of Saint John as follows:

A By-Law of The City of Saint John entitled “a By-Law Respecting Weight Restrictions Within The City of Saint John Enacted Under The Authority of Section 262(1) of The Motor Vehicle Act” enacted on the 5<sup>th</sup> day of April, A.D. 2004, is hereby amended as follows:

**1** Schedule A is amended by adding the following words under the following headings:

**Connection Routes**

Wentworth Street between Broad Street and  
Leinster Street only between April 6, 2021  
and April 17, 2021 inclusive

IN WITNESS WHEREOF The City of Saint John has caused the Corporate Common Seal of the said City to be affixed to this by-law the \_\_\_\_\_ day \_\_\_\_\_, A.D. 2021 and signed by:

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Mayor/Maire

---

City Clerk / Greffier de la municipalité

First Reading - March 8, 2021  
Second Reading - March 8, 2021  
Third Reading -

**ARRÊTÉ N° MV-17  
ARRÊTÉ CONCERNANT LES  
LIMITATIONS DE POIDS DANS  
THE CITY OF SAINT JOHN  
ÉDICTÉ EN VERTU DU  
PARAGRAPHE 262(1) DE LA LOI SUR  
LES VÉHICULES À MOTEUR**

Lors d’une réunion du conseil communal,  
The City of Saint John a décrété ce qui suit :

Par les présentes, l’arrêté de The City of Saint John intitulé « Arrêté concernant les limitations de poids dans the city of Saint John édicté en vertu du paragraphe 262(1) de la *loi sur les véhicules à moteur* », édicté le 5 avril 2004, est modifié comme suit :

**1** L’annexe A est modifiée par l’adjonction des mots suivants sous les titres suivants :

**Routes de raccordement**

rue Wentworth entre rue Broad et rue  
Leinster entre le 6 avril 2021 et le 17 avril  
2021 inclusivement

EN FOI DE QUOI The City of Saint John a fait apposer son sceau communal sur le présent arrêté le \_\_\_\_\_ 2021, avec les signatures suivantes :

Première lecture - le 8 mars 2021  
Deuxième lecture - le 8 mars 2021  
Troisième lecture -



THIS AGREEMENT made in duplicate as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**BY AND BETWEEN:**

**IRVING EQUIPMENT LIMITED**, a corporation duly incorporated under the laws of the Province of New Brunswick, hereinafter called the “**Contractor**”

OF THE FIRST PART

– and –

**THE CITY OF SAINT JOHN**, a body corporate by Royal Charter confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick, hereinafter called the “**City**”

OF THE SECOND PART

WHEREAS the Contractor has been engaged in the construction of the “Wentworth” development at the corner of Wentworth Street and Leinster Street in the City of Saint John and Province of New Brunswick (the “Property”); and

WHEREAS travel to and subsequent removal of heavy industrial equipment from the Property, namely a crane, requires the operation of vehicles within the City with axle weights in excess of 80% of the axle weights permitted under the *Motor Vehicle Act*, RSNB 1973, c M-17, and the *Saint John Weight Restrictions By-law*, By-law Number MV-17, and amendments thereto (the “Heavy Vehicles”); and

WHEREAS the Contractor has requested permission from the City to operate Heavy Vehicles on Wentworth Street between Broad Street and Leinster Street (the “Street”) between April 6, 2021 and April 17, 2021, inclusive, (the “Move”); and

WHEREAS the City is prepared to accede to the Contractor’s request referred to in the immediately preceding recital by enacting an amendment to the *Saint John Weight Restrictions By-law*;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto for and in consideration of these presents and the covenants herein contained agree each with the other as follows:

1. That the Contractor shall only operate Heavy Vehicles on the Street between April 6, 2021 and April 17, 2021, inclusive.
2. That the Contractor shall notify (i) the City’s Traffic Engineer at least three (3) business days in advance of the Move, (ii) Saint John Transit at least three (3) business days in advance of the Move, and (iii) the City’s Public Safety Communications Centre immediately prior to and immediately following the Move.
3. That the Contractor shall, at its sole expense, engage a Professional Engineering Consultant, for the purpose of (i) conducting an assessment of the asphalt surfaces on the Street, and reviewing plans provided by the City with respect to the location and depth of the water, sanitary and storm sewer systems owned or operated by the City; (ii) identify any risk of the Heavy Vehicles coming into contact with any parked vehicles and/or other above-ground infrastructure during the Move; (iii) preparing a Risk Assessment Report for the Move; (iv) preparing a pre-Move and



post-Move Condition Survey Report of the asphalt surfaces and any above-ground public infrastructure at risk of being contacted relative to the planned and actual route of travel for the Move; and (v) identify any areas of on-street parking that need to be restricted during the Move.

4. That the Contractor shall (i) provide copies of the Risk Assessment Report to the Chief City Engineer or designate not later than April 5, 2021; and (ii) provide a copy of the pre-Move and post-Move Condition Survey Reports to the Chief City Engineer or designate not later than three (3) business days following completion of the Move.

5. That the Contractor shall be solely responsible for the cost of the Risk Assessment Report and the pre-Move and post-Move Condition Survey Reports.

6. That the Contractor hereby indemnifies, defends and saves harmless the City, its employees, officers, agents, successors and assigns, from and against any and all losses, costs, claims, demands, expenses, proceedings and actions of every nature and kind for injury or direct damages, to persons or property to the extent caused by the Move.

7. That the Contractor shall reimburse the City for all reasonable costs for work, repairs, alterations, reconstruction or replacement required to remedy any damage caused by the Move, within forty-five (45) days of the date of the Contractor's receipt of an invoice together with reasonable back-up information.

8. That the Contractor will make necessary arrangements with the Saint John Police Force for traffic control and escort services for the Move, and pay all costs associated with such services.

9. That the Contractor shall receive approval from the Province of New Brunswick for operation of the Heavy Vehicles on provincial highways not later than April 5, 2021.

10. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed by the properly authorized officers and their respective corporate seals affixed hereto as of the day and year first above written.

SIGNED, SEALED & DELIVERED	)	
in the presence of:	)	<b>IRVING EQUIPMENT LIMITED</b>
	)	
	)	
	)	Per: _____
	)	
	)	
	)	Per: _____
	)	
	)	and
	)	
	)	<b>THE CITY OF SAINT JOHN</b>
	)	
	)	
	)	_____
	)	Mayor
	)	



) \_\_\_\_\_  
) City Clerk  
)  
) Common Council Resolution:  
)  
) \_\_\_\_\_, 2021



I, \_\_\_\_\_ of the \_\_\_\_\_ and  
Province of New Brunswick, MAKE OATH AND SAY:

1. THAT I am the \_\_\_\_\_ of Irving Equipment Limited, the contractor named in the foregoing instrument and have custody of the corporate seal of the said company and am duly authorized to make this affidavit.

2. THAT the seal affixed to the foregoing agreement and purporting to be the corporate seal of Irving Equipment Limited, is the corporate seal of the said Irving Equipment Limited, the contractor named in the foregoing instrument and it was affixed by the officer authorized to so affix the seal.

3. THAT the signature “\_\_\_\_\_” subscribed to the said instrument is my signature and as \_\_\_\_\_ I am duly authorized to execute the said instrument.

4. THAT the said document was executed as aforesaid at the \_\_\_\_\_ in the Province of New Brunswick on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SWORN TO before me at the \_\_\_\_\_ )  
 \_\_\_\_\_ in the Province )  
 of New Brunswick, this \_\_\_\_\_ )  
 day of \_\_\_\_\_, 2021. )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 Commissioner of Oaths )  
 Being a Solicitor )

\_\_\_\_\_



## COUNCIL REPORT

M&C No.	2021-092
Report Date	March 26, 2021
Meeting Date	March 29, 2021
Service Area	Growth and Community Services

His Worship Mayor Don Darling and Members of Common Council

***SUBJECT: Proposed Municipal Plan Amendment – 2100 Sandy Point Road  
(Ethos Ridge) Supplementary Report***

***OPEN OR CLOSED SESSION***

This matter is to be discussed in open session of Common Council.

***AUTHORIZATION***

Primary Author	Commissioner/Dept. Head	City Manager
<b><i>Andrew Reid</i></b>	<b><i>Jacqueline Hamilton</i></b>	<b><i>John Collin</i></b>

***RECOMMENDATION***

1. That Common Council redesignate, on Schedule A of the Municipal Development Plan, land having an area of 8.57 hectares, located adjacent to 2100 Sandy Point Road, also identified as PID No. 55238471, from Park and Natural Area and Rural Resource Area to Stable Area;
2. That Common Council redesignate, on Schedule B of the Municipal Development Plan, land having an area of 8.57 hectares, located adjacent to 2100 Sandy Point Road, also identified as PID No. 55238471, from Rural Resource and Park and Natural Area to Major Community Facility and extend the boundary of the Primary Development Area (PDA);
3. That Common Council rezone a parcel of land having an area of approximately 8.57 hectares, located adjacent to 2100 Sandy Point Road, also identified as PID Number 55238471, from Rural (RU) to Major Community Facility (CFM) zone;
4. That Common Council impose the following conditions on land having an area of 8.57 hectares, located adjacent to 2100 Sandy Point Road, also identified as PID No. 55238471 pursuant to section 59(1)(a)(ii) of the New Brunswick *Community Planning Act*:
  - (a) There shall be no vehicular access to the development off Pelton Road. The entrance to Pelton Road is to be gated and utilized only by service vehicles required for limited inspection and maintenance of the lift station and pad



mount transformer. All other vehicles are to enter the site from Sandy Point Road.

- (b) The Sandy Point Road access driveway shall be owned and maintained by the property owner. It shall not be owned, maintained or serviced by the City of Saint John;
  - (c) The development, in accordance with paragraph 4 (d) and (e), shall be completed within 5 years of the date the rezoning came into effect. If it is not completed within that time, Council may take steps to cancel the resolution and agreement and repeal the rezoning pursuant to Section 59(5) and 59(6) of the *New Brunswick Community Planning Act*; and,
  - (d) The development shall be restricted to the “Supportive Facility” use as identified in the Major Community Facility (CFM) Zone of the City of Saint John Zoning By-law.
  - (e) The development and use of the parcel of land shall be in accordance with a detailed site plan, landscaping plan and elevation plans, prepared by the developer and subject to the approval of the Development Officer. These plans shall be attached to the permit application for the development of the parcel of land and shall substantially conform to the landscape and site plans contained in this report, with particular regard to the minimum 30 metre wooded buffer between any building and the northern property line at Pelton Road and the minimum 30 metre setback and buffer from the Kennebecasis River.
5. That the City, upon third reading at Common Council, pursuant to the provisions of Section 59(1)(b) of the *Community Planning Act*, enter into an agreement with the developer of the parcel of land having an area of approximately 8.57 hectares, located adjacent to 2100 Sandy Point Road, also identified as PID Number 55238471 respecting the following:
- (a) The developer’s obligation, at its own cost, to upgrade the existing municipal infrastructure required to service the proposal, which comprise the extension of water and sewer, and the restoration of the street;
  - (b) The developer is to maintain public pedestrian access to a private trail system on the property;
  - (c) The developer is to contribute to the cost of implementing traffic calming measures at the Foster Thurston/Sandy Point Road intersection. The contribution is to be commensurate with the amount of impact; and,



- (d) Subsequent to extension of services on Sandy Point Road, the developer is to restore the east side of the street from the subject property to the Westmount Drive intersection to include an asphalted and delineated pedestrian walking surface.
- 6. That the City, upon third reading at Common council, pursuant to the provisions of Section 131(1) of the *Community Planning Act*, enter into an agreement with the developer of the parcel of land having an area of approximately 8.57 hectares, located adjacent to 2100 Sandy Point Road, also identified as PID Number 55238471 respecting the following:
  - (a) The developer paying the charges, if any, made to the current landowners of 2002 Sandy Point Road (PID # 00050930), 2020 Sandy Point Road (PID # 55184337), and 2045 Sandy Point Road (PID # 00051276) pursuant to section 117(5) of the *Local Governance Act* or the cost of said landowners to connect to the municipal water and sewer infrastructure constructed pursuant to paragraph 5 (a), whichever option is elected by the said landowners, within 1 year of the commissioning of the municipal infrastructure extension in question; and the developer entering into an agreement with the said landowners in this respect; and,
  - (b) The developer commissioning and making available to the public an expert opinion regarding the impact of the development on the groundwater recharge in the area.
- 7. That the City Manager direct staff to take the following actions respecting the identified traffic issues:
  - (a) Prioritize the Foster Thurston Road/Sandy Point Road intersection roundabout, as identified by MoveSJ, to be considered as part of the City's 10-year capital budgeting plan process;
  - (b) Implement traffic calming measures in the area of the Foster Thurston Road/Sandy Point Road intersection to address speeding and sightlines and continue to conduct appropriate monitoring;
  - (c) Report back to Council no later than one year after the date of the issuance of any occupancy permit for the development on the status of the Foster Thurston Road/Sandy Point Road intersection; and,
  - (d) Proceed with the installation of a four-way stop at the intersection of Sandy Point Road and Westmount Drive/Kennebecasis Drive.



## **EXECUTIVE SUMMARY**

The purpose of this report is to provide Council with supplementary information to give effect to the Planning Advisory Committee (PAC)'s recommendation before Council.

Staff have prepared a suggested recommendation for Council considering this information based on what is within the City's jurisdiction and existing By-laws. In summary, staff propose the following adjustments:

- (1) Recommending that limitations on construction vehicle access to Pelton Road is dealt with through the City's Traffic By-law, as the existing mechanism, and not through a Section 59 condition;
- (2) Adopting and enhancing the Committee's proposed amendment to ensure the 5-year time limit on the development is linked to the development as it is presented, by also adding a condition that limits the use of the property exclusively to a "supportive facility" (defined as senior's housing);
- (3) Ensuring the developer's agreement to examine the groundwater recharge is dealt with through a Section 131 agreement, as opposed to a Section 59 agreement to reflect the appropriate legal mechanism under the *Community Planning Act*; and,
- (4) Ensuring the developer's agreement to pay the referenced water costs are dealt with through a Section 131 agreement, as opposed to a Section 59 agreement to reflect the appropriate legal mechanism under the *Community Planning Act*.

Furthermore, this report expands on several issues which were highlighted at the Committee's meeting, including municipal servicing, fire service, and environmental impact.

A recommendation is also included to provide staff direction on traffic issues, as was committed to in the report to PAC, but which lay outside the Committee's jurisdiction and was not put forth at that meeting in recommendation form.

## **PREVIOUS RESOLUTION**

On February 22, 2021, Common Council received letters of correspondence from the 30-day comment period and referred the Plan Amendment and Rezoning to the Planning Advisory Committee for a recommendation.



## **REPORT**

Staff have carefully reviewed the Committee's proposed amendments to the staff recommendation, which occurred at the Planning Advisory Committee meeting on March 16<sup>th</sup>, and was made in response to concerns identified by citizens. As per the Chair's Recommendation Letter (Attachment 1), the Committee resolved to make four amendments to the staff recommendation. These are each discussed below:

### **1. Pelton Road Access**

The development is proposed to be accessed from Sandy Point Road via an approximately 500 metre driveway, owned and maintained by the developer. This access has not yet been constructed. There is also a frontage on Pelton Road, which is proposed to be gated and used exclusively for servicing a pump station and transformer pad, which is expected to be infrequent. With this understanding, staff proposed a Section 59 condition to ensure access is oriented to Sandy Point Road.

In response to neighbours' concerns regarding construction, the Committee passed a resolution to amend the condition 4(a) to prohibit, in addition to any vehicles once the development was completed, any construction vehicle from using the Pelton Road access.

Staff understand the concerns relate to Pelton Road being a local road, wear and tear on street infrastructure, and safety concerns. The Traffic By-law provides the means to address these concerns. Staff recommend that Common Council give effect to the views of the Planning Advisory Committee through the processes in the City's Traffic By-law.

Section 19(3) of the By-law ensures that commercial vehicles over 4,500 kg use the safest and shortest route through any local road from a truck route to the construction site. Further, Section 19(4) requires permission from the Commissioner of Public Works for any commercial vehicle engaged in activities related to construction, for the use of any road other than a truck route. Sandy Point Road to Kennebecasis Drive is classified as a Truck Route in accordance with Schedule J of the By-law. Any construction vehicles, particularly those that are over 4,500 kg, using Pelton Road will require approval from the Commissioner.

As per typical practice for a project of this size in its current phase, the developer has not yet selected a general contractor or developed a detailed construction management plan. The developer has indicated that they intend to limit access off Pelton Road and they are encouraged to do so; however, in certain cases access may be desirable from Pelton Road prior to the construction of the Sandy Point Road private access. For example, the developer intends to conduct well monitoring by drilling a test pit but without access to Pelton Road, vehicles



would not be able to access the site through Sandy Point Road to conduct this activity.

## **2. 5-Year Sunset Clause**

Section 59(a)(iii) of the CPA enables Council to prescribe time limits in which the proposal may be carried out. Condition 4(c) of the staff recommendation proposes a 5-year period as a reasonable timeframe in accordance with Municipal Plan Implementation policy to complete the development, otherwise Council may revert the lands to the former land use.

Concern was expressed at the meeting and in written correspondence that this condition was ambiguous and urged it be strengthened by indicating that it reference the specific proposal brought forward by the proponents. This led the Committee to expand staff's recommendation and tie the 5-year period to the specific development. The implications of this are that if the development as proposed by the proponent is not built within 5 years, Council would have the authority to revert the zoning.

Staff have reviewed this amendment and it is within Council's power to impose. Recommendation 4(e) requires the development "substantially conform to the landscape and site plans contained in this report." Substantial conformance is a reasonable condition that ties the development to the site and landscaping plans but enables design changes that may be required during the detailed design phase of the project. Recommendation 4(e) provides that at the time of building permit application submission, the Development Officer will be required to review the submission and ensure it substantially conforms with the site plan and landscaping plans submitted with the Rezoning application.

For further clarity and strengthening of this condition, staff have also introduced an additional condition 4(d), to limit available land uses under the Major Community Facility Zone exclusively to a Seniors Housing, meaning no other main uses would be permitted on the property and the proposal should overall substantially conform to what has been brought forward by the proponent.

## **3. Groundwater Recharge Study**

Hearing concerns raised by citizens related to well water quantity and quality in the area, in particular about how the development may impact groundwater recharge, the Committee resolved to apply a condition as part of the development that groundwater recharge be incorporated within the developer's scope of work for a stormwater drainage submission.

The City has reviewed this resolution with the General Counsel's Office in terms of legal jurisdiction and Infrastructure Development staff in terms of the Drainage By-law. The City has no jurisdiction in regulating well water and further, this is reflected in the city's review and regulation of stormwater management.



At the same time, it is understood that the developer is proposing to address this concern through a hydrogeological submission as a matter of public record, in conjunction with their efforts to measure and monitor the impact of the development on the neighbourhood. This submission will be available to the public but not reviewed by City staff as it falls outside the municipality's jurisdiction. As the submission is strictly being proposed by the developer, it is recommended that this condition be incorporated as part of a Section 131 agreement under the Community Planning Act.

#### **4. Payment of Unconnected Fees**

In accordance with the Water and Sewer By-law and current Saint John Water policy, there are three properties that would be charged an annual unconnected rate upon commissioning of the proposed 270 metre watermain should they decide not to connect. The March 12<sup>th</sup> staff report made this clear. During the Committee meeting, the developer provided a commitment to either pay for these property owners to hook up to services or pay the unconnected fee. The Committee requested that this commitment be formalized through a condition of the development. Staff recommend that the condition be implemented through a Section 131 agreement, as it is something similarly being proposed by the developer outside of the normal land use provisions governed by the Zoning By-law or Subdivision By-law.

#### **5. Other Changes**

The developer has acquired the property and consolidated the two former PID numbers into one. The PAC's recommendation been updated to reflect this. For clarity, should the by-law amendment be registered, staff recommend that Council's resolution correctly reference the property as PID Number 55238471, and note that the civic number in question is located adjacent to 2100 Sandy Point Road.

#### **Issues Identified at PAC**

The staff report dated March 12, 2021 contains a comprehensive review of the proposal based on feedback provided by several departments. Additional information and clarification is provided below in response to detailed concerns that emerged at the meeting:

##### **Municipal Operations and Servicing**

- In response to concerns regarding the state of existing stormwater and road infrastructure, Public Works and Transportation has reviewed the submissions and are in the process of investigating and will make repairs where appropriate. Staff encourage citizens to submit work requests for any issues that they are aware of. Citizens may do so through the City's Integrated Customer Service Centre at 658-4455, via our website, or by emailing [service@saintjohn.ca](mailto:service@saintjohn.ca).



- Priority of re-paving is based on condition of roadways as measured by the Pavement Condition Index. Staff have identified that Pelton Road is presently on the short list for paving in the next few years. This work will be scheduled around any potential development, or any required culvert repairs identified through the review.

#### Fire Services

- The proposal was circulated to the City of Saint John Fire Services. From a public safety perspective, it is understood the development will require both a Fire Sprinkler System and Fire Alarm System. Function fire suppression systems combined with maintained and accessible means of egress are two critical life safety factors that will be addressed through the Building Permit and Office of the Fire Marshall's Plans Review processes.
- With respect to the fire department access route to the building, the access is subject to adherence with Access Route Design Requirements of the 2015 National Building Code, as part of the Building and Development Permit Review process. This access road would be tested well in advance of occupancy of the building.

#### Environmental Impact

- The Proposal was circulated to Province's Department of Environment and Local Government (ELG). A Wetland and Watercourse alteration permit would be required prior to any activity within 30 metres of a watercourse or wetland feature on the property. According to the ELG mapping application, there are no such features on the property. A WAWA permit would be required for any activity within 30 metres of the Kennebecasis River.

### **CONCLUSION**

This recommendation before Council has been crafted to best give effect to the Planning Advisory Committee's unanimous recommendation to proceed with the development while addressing the concerns raised by the public.

### **STRATEGIC ALIGNMENT**

While the holding of public hearings for proposed rezoning and Section 59 amendments is a legislative requirement of the Community Planning Act, it is also a key component of a clear and consistent land development process envisioned in the One Stop Development Shop Program. These processes provide transparency and predictability for the development community and



City residents.

On a broader note, the development approvals process works towards fulfilling key Council priorities including:

- ensuring Saint John has a competitive business environment for investment,
- supporting business retention and attraction; and
- driving development in accordance with PlanSJ which creates the density required for efficient infrastructure, services and economic growth.

#### ***INPUT FROM OTHER SERVICE AREAS AND STAKEHOLDERS***

Input from Public Works and Transportation, Utilities and Infrastructure, Fire Services, and the Office of General Counsel were incorporated into this report.

#### ***ATTACHMENTS***

- 1 – PAC Recommendation Letter
- 2 – Staff Report to PAC and Correspondence
- 3 – Additional Correspondence
- 4 – Amending By-law
- 5 – Council Presentation



# PLANNING ADVISORY COMMITTEE



The City of Saint John

March 17, 2021

His Worship Mayor Don Darling and  
Members of Common Council

Your Worship and Councillors:

**SUBJECT: Plan Amendment and Rezoning Application  
2100 Sandy Point Road (Ethos Ridge)**

On February 22, 2021, Common Council referred the above matter to the Planning Advisory Committee for a report and recommendation. The Committee considered the attached report at its March 16, 2021 meeting.

A presentation by Andrew Reid, Growth and Community Services, was provided to the Committee outlining the report and recommendation.

The applicant, Mr. Scott Walton, on behalf of Ethos Ridge Ltd., appeared before the Committee in agreement with the staff report and recommendation and provided a presentation in support of the application. Mr. Walton committed to paying the cost incurred by any of the three current residents required to pay an annual unconnected flat rate for water should they decide not to connect to the new watermain, or the cost of hooking up to services. On blasting, Mr. Walton noted that geotechnical studies and the amount of blasting anticipated did not indicate a major effect to adjacent landowners but that pre-blast surveys would be conducted, and insurance would cover any unforeseen impacts. Mr. Walton also outlined the site selection process for the development.

The following eleven citizens appeared before the Committee and provided a PowerPoint presentation in opposition to the proposal: Jill Jollineau, Joan Pearce, Paul Desjardins, George Losier, Daniel Guest, Colin Forsythe, John Mowatt, and Kory Kinsella.

Citizen concerns and objectives to the proposal were related to the following: parking and increased traffic, stormwater impacts, community character, availability of emergency services, existing issues at the Foster Thurston Drive



intersection, disturbances during construction, downstream sanitary impacts, impact of development on adjacent wells' quality and quantity of water, other environmental impacts, and blasting.

The Committee thanked the citizens for their presentation and recessed for ten minutes. Additional citizens spoke in opposition to the proposal, including Paul Chase, Greg Collins, Robert Bazaluk, and Leslie King-Bazaluk. There were a total of eleven citizens who spoke in opposition to the proposal.

Mr. Steve Carson, on behalf of Envision Saint John, appeared before the Committee and spoke in favour of the proposal. Mr. Carson was followed by Alexandra Baird Young and Margot Young who provided demographic/marketing information and best practice overview for municipalities conducting plan amendments.

Additional citizens appeared before the Committee to speak in favour of the proposal including: Percy Wilbur, Robert Manning, Monica Adair and Sandra Cooke, Norm McFarlane, and Tom Gribbons.

The applicant, Scott Walton, reappeared before the Committee and thanked the citizens for submitting their concerns, noting many of them were identified during the community engagement process. Mr. Walton provided the Committee further information on the site selection process, experience of the developer's team, the CBRE marketing study conducted, ESA study, groundwater recharge, shadow studies, and parking.

After considering the report and recommendation, presentations, and attached correspondence from 45 citizens, the Committee resolved to amend staff's recommendation by adding the following conditions:

- 1) The developer be required to cover any costs related to unconnected fees for the current property owners of the three dwellings affected, or the cost to connect, whichever option is elected by the resident within 1 year of the commissioning of the watermain,
- 2) Part 4(a) include prohibiting any construction vehicle to enter the site via Pelton Road during the construction phase of the project,
- 3) Part 4(c) reference the development as presented to ensure that the proposal is built to how it was presented before the Committee; and,
- 4) As part of their stormwater management plan, the developer incorporates a statement or study pertaining to how the development may affect groundwater recharge in the area.

The Committee unanimously approved the staff recommendation, as amended.



**RECOMMENDATION:**

1. That Common Council redesignate, on Schedule A of the Municipal Development Plan, land having an area of 8.57 hectares, located at 2100 Sandy Point Road, also identified as PID No. 55233977 and a portion of PID No. 55233233, from Rural Resource Area to Stable Area;
2. That Common Council redesignate, on Schedule B of the Municipal Development Plan, land having an area of 8.57 hectares, located at 2100 Sandy Point Road, also identified as PID No. 55233977 and a portion of PID No. 55233233, from Rural Resource and Park and Natural Area to Major Community Facility and extend the boundary of the Primary Development Area (PDA);
3. That Common Council rezone a parcel of land having an area of approximately 8.57 hectares, located at 2100 Sandy Point Road, also identified as PID Number 55233977 and a portion of PID Number 55233233, from Rural (RU) to Major Community Facility (CFM) zone;
4. That Common Council impose the following conditions on land having an area of 8.57 hectares, located at 2100 Sandy Point Road, also identified as PID No. 55233977 and a portion of PID No. 55233233 pursuant to section 59(1)(a)(ii) of the *New Brunswick Community Planning Act*:
  - a) There shall be no vehicular access, including construction vehicles, to the development off Pelton Road. The entrance to Pelton Road is to be gated and utilized only by service vehicles required for limited inspection and maintenance of the lift station and pad mount transformer. All other vehicles are to enter the site from Sandy Point Road;
  - b) The Sandy Point Road access driveway shall be owned and maintained by the property owner. It shall not be owned, maintained or serviced by the City of Saint John;
  - c) The development, in accordance with part e), shall be completed within 5 years of the date the rezoning came into effect. If it is not completed within that time, Council may take steps to cancel the resolution and agreement and repeal the rezoning pursuant to Section 59(5) and 59(6) of the *New Brunswick Community Planning Act*; and,
  - d) As part of their stormwater management plan, the developer incorporates a statement or study pertaining to how the development may affect groundwater recharge in the area.



- e) The development and use of the parcel of land shall be in accordance with a detailed site plan, landscaping plan and elevation plans, prepared by the developer and subject to the approval of the Development Officer. These plans shall be attached to the permit application for the development of the parcel of land and shall substantially conform to the landscape and site plans contained in this report, with particular regard to the minimum 30 metre wooded buffer between any building and the northern property line at Pelton Road and the minimum 30 metre setback and buffer from the Kennebecasis River.
5. That the City, upon third reading at Common council, pursuant to the provisions of Section 59(1)(b) of the *Community Planning Act*, enter into an agreement with the developer of the parcel of land having an area of approximately 8.57 hectares, located at 2100 Sandy Point Road, also identified as PID Number 55233977 and a portion of PID Number 55233233 respecting the following:
- (a) The developer's obligation, at its own cost, to upgrade the existing municipal infrastructure required to service the proposal, which comprise the extension of water and sewer, and the restoration of the street;
  - (b) The developer is to maintain public pedestrian access to a private trail system on the property;
  - (c) The developer is to contribute to the cost of implementing traffic calming measures at the Foster Thurston/Sandy Point Road intersection. The contribution is to be commensurate with the amount of impact; and
  - (d) Subsequent to extension of services on Sandy Point Road, the developer is to restore the east side of the street from the subject property to the Westmount Drive intersection to include an asphalted and delineated pedestrian walking surface.
  - (e) The developer agrees to be responsible to cover any costs related to unconnected fees for the current property owners of the three dwellings affected or the cost to connect, whichever option is elected by the resident within 1 year of the commissioning of the watermain.

Respectfully submitted,



A handwritten signature in blue ink, appearing to be 'B. Mitchell'.

Brad Mitchell  
First Vice-Chair

Attachments



# PLANNING ADVISORY COMMITTEE



The City of Saint John

March 17, 2021

His Worship Mayor Don Darling and  
Members of Common Council

Your Worship and Councillors:

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A presentation by Andrew Reid, Growth and Community Services, was provided to the Committee outlining the report and recommendation.

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Citizen concerns and objectives to the proposal were related to the following: parking and increased traffic, stormwater impacts, community character, availability of emergency services, existing issues at the Foster Thurston Drive



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After considering the report and recommendation, presentations, and attached correspondence from 45 citizens, the Committee resolved to amend staff's recommendation by adding the following conditions:

- 1) The developer be required to cover any costs related to unconnected fees for the current property owners of the three dwellings affected, or the cost to connect, whichever option is elected by the resident within 1 year of the commissioning of the watermain,
- 2) Part 4(a) include prohibiting any construction vehicle to enter the site via Pelton Road during the construction phase of the project,
- 3) Part 4(c) reference the development as presented to ensure that the proposal is built to how it was presented before the Committee; and,
- 4) As part of their stormwater management plan, the developer incorporates a statement or study pertaining to how the development may affect groundwater recharge in the area.

The Committee unanimously approved the staff recommendation, as amended.



**RECOMMENDATION:**

1. That Common Council redesignate, on Schedule A of the Municipal Development Plan, land having an area of 8.57 hectares, located at 2100 Sandy Point Road, also identified as PID No. 55233977 and a portion of PID No. 55233233, from Rural Resource Area to Stable Area;
2. That Common Council redesignate, on Schedule B of the Municipal Development Plan, land having an area of 8.57 hectares, located at 2100 Sandy Point Road, also identified as PID No. 55233977 and a portion of PID No. 55233233, from Rural Resource and Park and Natural Area to Major Community Facility and extend the boundary of the Primary Development Area (PDA);
3. That Common Council rezone a parcel of land having an area of approximately 8.57 hectares, located at 2100 Sandy Point Road, also identified as PID Number 55233977 and a portion of PID Number 55233233, from Rural (RU) to Major Community Facility (CFM) zone;
4. That Common Council impose the following conditions on land having an area of 8.57 hectares, located at 2100 Sandy Point Road, also identified as PID No. 55233977 and a portion of PID No. 55233233 pursuant to section 59(1)(a)(ii) of the *New Brunswick Community Planning Act*:
  - a) There shall be no vehicular access, including construction vehicles, to the development off Pelton Road. The entrance to Pelton Road is to be gated and utilized only by service vehicles required for limited inspection and maintenance of the lift station and pad mount transformer. All other vehicles are to enter the site from Sandy Point Road;
  - b) The Sandy Point Road access driveway shall be owned and maintained by the property owner. It shall not be owned, maintained or serviced by the City of Saint John;
  - c) The development, in accordance with part e), shall be completed within 5 years of the date the rezoning came into effect. If it is not completed within that time, Council may take steps to cancel the resolution and agreement and repeal the rezoning pursuant to Section 59(5) and 59(6) of the *New Brunswick Community Planning Act*; and,
  - d) As part of their stormwater management plan, the developer incorporates a statement or study pertaining to how the development may affect groundwater recharge in the area.



- e) The development and use of the parcel of land shall be in accordance with a detailed site plan, landscaping plan and elevation plans, prepared by the developer and subject to the approval of the Development Officer. These plans shall be attached to the permit application for the development of the parcel of land and shall substantially conform to the landscape and site plans contained in this report, with particular regard to the minimum 30 metre wooded buffer between any building and the northern property line at Pelton Road and the minimum 30 metre setback and buffer from the Kennebecasis River.
5. That the City, upon third reading at Common council, pursuant to the provisions of Section 59(1)(b) of the *Community Planning Act*, enter into an agreement with the developer of the parcel of land having an area of approximately 8.57 hectares, located at 2100 Sandy Point Road, also identified as PID Number 55233977 and a portion of PID Number 55233233 respecting the following:
- (a) The developer's obligation, at its own cost, to upgrade the existing municipal infrastructure required to service the proposal, which comprise the extension of water and sewer, and the restoration of the street;
  - (b) The developer is to maintain public pedestrian access to a private trail system on the property;
  - (c) The developer is to contribute to the cost of implementing traffic calming measures at the Foster Thurston/Sandy Point Road intersection. The contribution is to be commensurate with the amount of impact; and
  - (d) Subsequent to extension of services on Sandy Point Road, the developer is to restore the east side of the street from the subject property to the Westmount Drive intersection to include an asphalted and delineated pedestrian walking surface.
  - (e) The developer agrees to be responsible to cover any costs related to unconnected fees for the current property owners of the three dwellings affected or the cost to connect, whichever option is elected by the resident within 1 year of the commissioning of the watermain.

Respectfully submitted,



A handwritten signature in blue ink, appearing to read 'Brad Mitchell', is positioned above the printed name.

Brad Mitchell  
First Vice-Chair

Attachments





The City of Saint John

**Date:** March 12, 2021  
**To:** Planning Advisory Committee  
**From:** Growth & Community Services  
**Meeting:** March 16, 2021

**SUBJECT**

**Applicant:** Ethos Ridge  
**Landowners:** Ethos Ridge  
**Location:** 2100 Sandy Point Road  
**PID:** 55233977 and 55233233  
**Existing Plan Designation:** Rural Resource and Park and Natural Area  
**Proposed Plan Designation:** Major Community Facility  
**Existing Zoning:** Rural (RU)  
**Proposed Zoning:** Major Community Facility (CFM)  
**Application Type:** Municipal Plan Amendment and Rezoning  
**Jurisdiction:** The *Community Planning Act* authorizes the Planning Advisory Committee to give its views to Common Council concerning matters related to community planning and proposed amendments to the Zoning By-law. Common Council will consider the Committee's recommendation at a public hearing on **Monday, March 29, 2021**.



## **EXECUTIVE SUMMARY**

The proposal is to develop a partially vacant and forested waterfront property located between Pelton Road and Westmount Drive into a nature-based retirement community. The applicant is seeking to amend the Municipal Plan by re-designating the property to Major Community Facility and extending the Primary Development Area, and further to rezone the property from Rural (RU) to Major Community Facility (CFM). The applicant is proposing to be responsible for all costs related to the extension of municipal water and sewer services to the subject property's entrance, adjacent to 2100 Sandy Point Road. Several added public benefits are also being proposed, which include the developer providing neighbourhood access to walking trails, reasonable contributions towards traffic calming measures at Foster Thurston Drive intersection, and enhanced pedestrian safety infrastructure along Sandy Point Road. The proposal does not detract from the vision of the Municipal Plan and it is aligned with many of the overarching goals of the Plan, including emphasis on complete communities and fiscal responsibilities. Extension of services will have minimal ongoing costs and no downstream issues were identified by Saint John Water.

This report also responds to the many valued concerns identified during the 30-day Plan Amendment comment period, which have been factored into the analysis and staff's recommendation.

## **RECOMMENDATION**

1. That Common Council redesignate, on Schedule A of the Municipal Development Plan, land having an area of 8.57 hectares, located at 2100 Sandy Point Road, also identified as PID No. 55233977 and a portion of PID No. 55233233, from Rural Resource Area to Stable Area;
2. That Common Council redesignate, on Schedule B of the Municipal Development Plan, land having an area of 8.57 hectares, located at 2100 Sandy Point Road, also identified as PID No. 55233977 and a portion of PID No. 55233233, from Rural Resource and Park and Natural Area to Major Community Facility and extend the boundary of the Primary Development Area (PDA);
3. That Common Council rezone a parcel of land having an area of approximately 8.57 hectares, located at 2100 Sandy Point Road, also identified as PID Number 55233977 and a portion of PID Number 55233233, from Rural (RU) to Major Community Facility (CFM) zone;
4. That Common Council impose the following conditions on land having an area of 8.57 hectares, located at 2100 Sandy Point Road, also identified as PID No. 55233977 and a portion of PID No. 55233233 pursuant to section 59(1)(a)(ii) of the *New Brunswick Community Planning Act*.



- a) There shall be no vehicular access to the development off Pelton Road. The entrance to Pelton Road is to be gated and utilized only by service vehicles required for limited inspection and maintenance of the lift station and pad mount transformer. All other vehicles are to enter the site from Sandy Point Road;
  - b) The Sandy Point Road access driveway shall be owned and maintained by the property owner. It shall not be owned, maintained or serviced by the City of Saint John;
  - c) The development shall be completed within 5 years of the date the rezoning came into effect. If it is not completed within that time, Council may take steps to cancel the resolution and agreement and repeal the rezoning pursuant to Section 59(5) and 59(6) of the New Brunswick *Community Planning Act*; and,
  - d) The development and use of the parcel of land shall be in accordance with a detailed site plan, landscaping plan and elevation plans, prepared by the developer and subject to the approval of the Development Officer. These plans shall be attached to the permit application for the development of the parcel of land and shall substantially conform to the landscape and site plans contained in this report, with particular regard to the minimum 30 metre wooded buffer between any building and the northern property line at Pelton Road and the minimum 30 metre setback and buffer from the Kennebecasis River.
5. That the City, upon third reading at Common council, pursuant to the provisions of Section 59(1)(b) of the *Community Planning Act*, enter into an agreement with the developer of the parcel of land having an area of approximately 8.57 hectares, located at 2100 Sandy Point Road, also identified as PID Number 55233977 and a portion of PID Number 55233233 respecting the following:
- (a) The developer's obligation, at its own cost, to upgrade the existing municipal infrastructure required to service the proposal, which comprise the extension of water and sewer, and the restoration of the street;
  - (b) The developer is to maintain public pedestrian access to a private trail system on the property;
  - (c) The developer is to contribute to the cost of implementing traffic calming measures at the Foster Thurston/Sandy Point Road intersection. The contribution is to be commensurate with the amount of impact; and
  - (d) Subsequent to extension of services on Sandy Point Road, the developer is to restore the east side of the street from the subject property to the Westmount Drive intersection to include an asphalted and delineated pedestrian walking surface.



## **DECISION HISTORY**

In 2017, Common Council approved money in lieu of Land for Public Purposes and approved the vesting of a public street cul-de-sac located off Pelton Road.

## **ANALYSIS**

### **Proposal**

The proposal is to establish a four-storey retirement facility in Millidgeville, having approximately 125-units. The proposal emphasizes outdoor amenity space and a connection to nature, with panoramic views of the Kennebecasis River, low-impact design, woodland buffers, and a suite of amenities proposed such as hiking trails and water access. The level of care proposed is a mixture of Independent and Supportive Living; the developer is in the process of selecting a licenced operating partner. The proposal would be accessed via a single private driveway located adjacent 2100 Sandy Point Road. Access to Pelton Road is proposed to be gated and limited to servicing access to the proposed pumping station and transformer pad. A total of 70 underground parking stalls are proposed and 30 surface parking stalls for staff, visitors, and servicing. The proposal would be serviced via extension of water and sanitary services from the Westmount Drive / Sandy Point Road intersection at the cost of the developer. There are several other public benefits that have been incorporated the proposal. In reviewing existing transportation issues, staff are also proposing additional measures to enhance the roadway system.

### **Site and Neighbourhood**

The subject property consists of 8.57 hectares of vacant land and woodlot, situated between Pelton Road and Westmount Drive in Millidgeville. The site has two frontages, one located off Sandy Point Road and the other on an unbuilt cul-de-sac located off Pelton Road, which was vested to the City in 2017. The subject property is separated from Westmount Drive by a second 6.3 hectares forested property, which is not part of the proposal. The property has notable topographic features. The entrance to the site sits at 35 metres above sea level. At the entrance, an open field slopes up 200 metres to the high point, a 65-metre ridge. The ridge is topped by a canopy of mature coniferous trees. From the ridge, the forest descends sharply to an open field, formerly farmland. The former farmland is even terrain, with half of the field now occupied by rows of coniferous plantings. Because of the ridge, this means that the proposed building should not be visible from Sandy Point Road. The remaining land is a mix of hardwood trees gradually leading to the river, where there is a final, sharp descent to the water. There is a second clearing at the location of the cul-de-sac, which was also former farmland. There are no wetlands in proximity to the site. Due to the cliffside that runs along the river, the site is unimpacted by flooding.

The subject property is in a transition area between rural residential development to the north and serviced residential subdivisions to the south. The dividing point is the Westmount Drive and Sandy Point Road intersection. North of the intersection consists of unserviced rural residential dwellings located off Pelton Road, Beach Road, and Sandy Point Road. The



neighbourhood has a variety of houses and lot sizes, all predominantly single family. The neighbourhood has changed over the years from one being comprised of small farms and cottages perched on the riverside to year-round homes that capitalize on the water view. This segment of Sandy Point Road is built to a rural standard, with open ditches and without sidewalks or curbs. Sandy Point Road is classified as a Local Street and serves to carry low volumes of traffic south through the Kennebecasis neighbourhood or east towards the Foster Thurston Road intersection. Foster Thurston Drive is an arterial street that carries traffic eastward towards Highway Number 1. Here Sandy Point Road transitions to a collector street that connects to Rockwood Park and the Hospital/University complex. The subject property is centrally located at approximately 3.5 km from the Regional Hospital and 7 km from the city centre.

South of the Westmount Drive intersection, the Kennebecasis Drive subdivision consists of a network of local streets. Largely built out in the 1980s, the subdivision has sidewalks and is serviced up to the point of the Westmount Drive intersection. The neighbourhood includes the Summerville-Millidgeville ferry, which operates seasonally, with a capacity of 24 vehicles.

## **Municipal Plan Review**

The developer has requested an amendment to the Municipal Plan, “PlanSJ,” to change the future land use designation and extend the Primary Development Area to connect the proposal to services. In formulating staff’s recommendation, the proposal has been comprehensively evaluated based on the intent of PlanSJ. A full policy of the Municipal Plan has been attached to this report (Attachment 2). In summary, although requiring amendments to the Plan in the form of amending the designation and Primary Development Area boundary, the proposal still can meet the overall intent of PlanSJ.

The Municipal Plan’s vision emphasizes reducing sprawl and focusing on growing the City in a more compact, sustainable manner. The Plan intends to reverse the outward development pattern of uneconomical low density rural sprawl. Years of sprawl took away residential development from the city core and had an environmental impact on the rural lands in the form of additional roads and private systems.

### The Vision of PlanSJ

- The subject property is situated on the edge of the Primary Development Area and borders serviced residential neighbourhoods. By infilling the underutilized lands between two developed neighbourhoods, it provides the opportunity to achieve a more complete community with housing to serve a growing segment of the population.
- The proposal is compact and maximizes the use of land, without compromising quality of life.
- The proposal takes a “low impact,” environmentally sensitive approach and has a small lot occupancy.



- The subject property is centrally located. It makes use of existing roadways without proposing new streets and the servicing extension can be accommodated without negative downstream effect by the existing system.

To rationalize growth, the Plan establishes the Primary Development Area (PDA). This was done so to capitalize investments made in existing infrastructure and focus on a dense, compact urban form. Existing services had the capacity to absorb the anticipated growth without expansion of services. The proposed extension of the watermain and forcemain to the property fulfills this objective as the existing infrastructure in the neighbourhood was designed for more customers than are currently being serviced.

#### Housing for an Aging Population

The Plan's outlook and analysis on growth is primarily based on attracting and retaining professionals and workers from across the country and abroad due to Saint John's aging population. The opportunity to retain or even attract a seniors demographic from elsewhere, was not a focal point of the Plan, but is an emergent issue and one that will be an important discussion point in the upcoming reviews of the Plan. Providing a range of appropriate housing to meet the needs of an aging population includes the full continuum of senior's housing options. The developer commissioned CBRE to conduct a feasibility study, which included current comparable offerings such as the Shannex and Chateau de Champlain in Millidgeville and concluded there to be sufficient market demand and depth in Saint John. As the "baby boomer" generation ages, the population over 65 is projected to constitute 24% of the population by 2029.

*Table 1 Metroeconomics Population Projects 65+ Population*

Population Estimates	2020	2029 Base	Variance	% Change	2029 High	Variance	% Change
Total 65+	14,263	17,773	3,510	24.61%	18,476	4,212	29.53%
Total Population	71,364	76,046	4,682	6.56%	83,981	12,617	17.68%

According to the Province of New Brunswick publication, *We are all in this together: An Aging Strategy for New Brunswick* (New Brunswick Council on Aging, January 2017, p. 5), there were approximately 147,929 seniors in New Brunswick in 2016, representing 19.5% of the total population. By 2038, it is expected that 31.3% of the New Brunswick population will be seniors. Notably, there is both a local and regional demand for seniors' facilities. The proposal integrates within a residential neighbourhood and is near major services such as the hospital to provide additional housing to meet this forecasted demand.

#### Municipal Services and Infrastructure

PlanSJ is a living document intended to be updated and amended to consider the evolving needs of the community and unforeseen situations. Council has the prerogative to consider Municipal Plan amendments to ensure the Plan remains current and responsive. Since the implementation of the PDA, Council has amended the service boundary several times and completed over 22 amendments to the Plan, most recently the Primary Development Area was extended as part of the Crossing project.



Proposed amendments must be reasonable and keeping with the overall intent of the Plan. In considering amendments to the boundary, one of the primary considerations in this case is in keeping with the goals and policies set out for municipal services and infrastructure.

- There is a sound business case that extending services benefits the City (both in terms of infrastructure and economic development) and the developer;
- By comparison to the proposal, an 8-hectare portion of the Kennebecasis Road subdivision that contains approximately 60 units requires 1.2 kilometres of public road and utilities to service the one-unit dwellings. The impact of rural residential development is even larger.
- Based on the required land area, natural features, and access to amenities such as the hospital, the developer indicated there to be no suitable lands within the PDA to accommodate the business case. A desktop analysis of the Plan's intensification areas reveal that these areas, the majority of which are biased towards the urban, would not meet the site selection criteria, with the exception of the undeveloped lands adjacent the University. The site appears to be uniquely positioned as a transition area for infill.
- The service extension makes use of an existing roadway (Sandy Point Road), which will provide future benefits to residents in the form of the opportunity to connect to city water services, should they choose; and
- The proposal will further limit unserviced development that otherwise may have taken place on the subject property.

#### Character, Density, and Fit

PlanSJ intends neighbourhoods to evolve over time to meet the needs of the community and even low-density neighbourhoods must accept a degree of change. It is important to manage that change through effective design to ensure it integrates well. The Plan does not intend neighbourhoods to be static and homogenous.

At approximately 125 units within a 4,829 square metre building footprint on a large 8.57-hectare lot, the proposal preserves a good portion of the natural environment while focusing density within a compact, mid-rise building. With lot occupancy estimated to be 18%, it is under the 50% maximum lot occupancy of a low-density residential zone.

In terms of height, the Major Community Facility (CFM) Zone provides up to 24 metres in maximum building height. At four storeys, the proposal meets this standard at approximately 19 metres on the west elevation and 24 metres on the east elevation, owing to the slope of the land. With the ridge obscuring any view of the building from Sandy Point Road, the height of the building should only be perceived on Pelton Road. The impact of height here is mitigated by setbacks that more than double this height ranging from approximately 48 to 65 metres.

Millidgeville contains a broad mixture of densities and demonstrates the principles complete communities. It includes high-rise residential and mid-rise residential buildings clustered around single family neighbourhoods, with schools and retirement facilities integrated. The proposal



represents an opportunity to provide a contemporary housing form in a neighbourhood that straddles the rural and suburban. The Municipal Plan introduces an urban design framework to provide a more detailed level of guidance for Council in weighing a proposal's compatibility. The proposal is well situated in meeting the Plan's Urban Design goals:

- The proposal is designed to incorporate existing natural features and topography;
- Although the proposed building represents a departure from the physical character of the established neighbourhood, the building and parking areas are invisible to the eye from Sandy Point Road and are proposed to be buffered through woodlots from adjacent properties; and
- The proposal incorporates innovations in built form, aesthetics, and building function to encourage high quality contemporary design and celebrate the view plain to the water.

#### Economic Prosperity and Quality of Life

How the proposal contributes to new investment and achieving economic prosperity, while ensuring the highest standards of quality of living for residents were considerations of the Municipal Plan review. The proposal will create economic benefits for the City. The developer has reported the value of construction to be \$55 million dollars, \$1 million in new tax revenue per year and approximately 50 staff members. Staff have reviewed these figures with tax revenue received from comparable facilities. Additional revenue will contribute towards the City's overall sustainability and improving quality of life investments moving forward. Investment in public benefits as part of this recommendation are already a sign of this.

The Plan dictates that land use planning decisions balance economic development with quality of life. This is most relevant when considering incompatible uses such as industry within a residential area. The overall quality of life improvements that would be made possible by the development outweigh any general concerns that quality of life would be jeopardized by an increase in traffic, light pollution, or temporary disturbances during construction.

The proposal meets the following Economic Prosperity goals of PlanSJ:

- The proposal maximizes the use of a valuable waterfront property to create a significant economic contribution in terms of new tax revenue and employment, while enhancing quality of life, providing local public benefits, and benefits to the City as a whole.

#### Natural Environment

The Plan seeks to achieve an increased level of diligence in protecting the City's natural environmental, waterways, groundwater resources, and ensuring access to drinking water. No Environmental Impact Assessment is required as the proposal is serviced. The Department of Fisheries and Oceans (DFO) was contacted as part of the application and did not identify any concerns. The applicant will be required to obtain a Wetland and Watercourse (WAWA) permit from the Province for any alteration within 30 metres of the Kennebecasis River. DFO would reserve the right to inspect the property for compliance with all WAWA permit requirements. The proposal complies with the Natural Environment policies of the Plan:



- The proposal will be serviced. Of principal concern is limiting unserviced development to protect groundwater for existing users;
- The proposal maintains protection of the riparian area (30 metre setback); and
- Preservation of existing woodlands is proposed to retain a large portion of the tree canopy and planting of native species where additional buffering is desirable.

#### Transportation

The Municipal Plan's key transportation goals tie strongly to its growth goals and emphasize a balanced transportation system that meets the needs of community members while offering a variety of options. The developer's traffic impact study assesses the impacts of the proposal on the street network, which includes both the entrance and approach to the Westmount Drive intersection, as well as the nearby intersection at Foster Thurston Road.

- With the added development, traffic volumes remain within the general range of volumes acceptable for Sandy Point Road.
- Beyond the traffic study, the developer has proposed several traffic calming measures of a monetary value commensurate with the development's impact on the Foster Thurston Drive intersection, in addition to pedestrian safety enhancements along Sandy Point Road.
- Staff have taken the development as an opportunity to further investigate the neighbourhood to propose improvements that would further enhance pedestrian safety (e.g. 4-way stop at Westmount Drive intersection).
- Transit is a desirable amenity to provide an additional mode of transportation and is available 450 metres away at Lentook Avenue and Kennebecasis Drive. While the primary means of transportation for residents are vehicular or shuttle service, the transit is available to supplement.

#### Regulatory Basis of the Municipal Plan

The Plan clearly establishes goals for its implementation. There have been several amendments to the PDA over the past 10 years. Under Municipal Plan policy, Council may, but is not required to, consider amendments to the PDA through a comprehensive review of the Municipal Plan. This review is currently scheduled for 2022 in accordance with legislated timeframes. Council is further enabled by the Plan to consider amendments, without conducting any review, that confer significant public, economic, social or cultural impacts to the City (Policy I-21), as was undertaken with the Crossing project.

The Plan Amendment is appropriate to consider as the proposal meets the following Implementation criteria of Policy I-21 for considering such Plan Amendment applications:

- The development does not place an undue fiscal burden on the City;
- The proposal makes use of low-impact design, aims to preserve as much natural amenity as possible, and would not have a detrimental impact on the natural environment, particularly in view of possible alternative development scenarios for the site;
- The proposal is largely capable of meeting the key goals of the Plan; and



- There have been several opportunities for public input into the consideration of the proposal over the course of 6 months that have appeared to have resulted in iterative changes to the design, access, building placement, and buffering.

### Rezoning and Section 59 Agreement

The subject property is currently zoned Rural (RU). The proposal seeks to rezone the property to Major Community Facility (CFM). The proposal has been designed to meet all the standards of the CFM zone in terms of parking, landscaping, amenity space, setbacks and height.

The proposal would be considered as a “supportive facility,” under the Zoning By-law, which is defined as the following:

- (a) *An establishment licensed or approved by a government agency that provides care and or supervision to residents on a 24-hour basis by professional staff; or*
- (b) *An establishment devoted to retired residents where common amenities and services, including communal dining, are provided exclusively to such senior residents.*

This use best fits the proposal’s intended mixture of independent and supportive living. Distinction between a supportive facility and an apartment complex would primarily be made through the business operations of the facility, but also in the types of facilities offered (e.g. communal dining) and corresponding National Building Code requirements. No residential dwellings (e.g. apartment complex) are permitted within the Major Community Facility zone.

As part of the rezoning, staff recommend that Council impose Section 59 conditions to address the following:

- **Access.** Restricting access to Sandy Point Road and ensuring the City will not be responsible for any future ownership or maintenance of the private driveway.
- **Sunset Clause.** Should the project not be executed within a reasonable time, staff recommend the land revert to its previous zoning within 5 years. This will ensure the developer moves forward with their proposed development plans in a timely manner and that any future development remains subject to a public process.
- **Conformity with Site/Landscaping Plans.** The proposed site plan and landscaping plan identify several unique features that are important to ensuring a greater level of compatibility with the neighbourhood. These include existing woodland buffers on the northern property line, as well as proposed plantings to fill in the area adjacent the Pelton Road cul-de-sac. This buffer currently is proposed as approximately 40 metres. To provide added flexibility staff recommended a minimum 30 metre buffer is maintained. This is intended to exceed Zoning By-law requirements for screening. In addition, setback and buffering from the Kennebecasis River are recommended.

A Section 59 agreement is proposed to be executed between the City and the developer on the following items:



- **Services.** In accordance with the intent of the Plan and its infrastructure policies, onsite and offsite infrastructure costs are the responsibility of the developer. It will be the developer's responsibility to extend the watermain and forcemain from Westmount Drive to the entrance of the property, as well as rebuild Sandy Point Road, all in accordance with City specifications.
- **Traffic Improvements.** While the Traffic Study does not recommend physical improvements to the neighbourhood, the development will contribute a percentage of additional traffic to an intersection flagged as an existing problem. The developer is proposing a contribution commensurate with the degree of impact on the roadway. This may include such traffic calming and sightline measures as brush clearing, rumble strips, and an overhead flashing beacon.
- **Pedestrian Walkway.** Sandy Point Road was constructed to a rural standard and does not have sidewalks. Staff reviewed possible implementation in accordance with the City's Sidewalk Infill Strategy and found a traditional concrete sidewalk with curbs would not be a priority in this location, even post-development. Furthermore, the cost of sidewalks is prohibitive here because of the lack of storm drainage infrastructure. As an alternative, the developer has agreed, as part of the reconstruction of the portion of Sandy Point Road, to provide an enhanced pedestrian walking surface. The asphalt width would be extended to provide a delineated pedestrian space. This alternative would improve pedestrian safety by providing connection to Kennebecasis Drive and at a minimal operating cost to the City.
- **Trails.** There are existing woodland trails on the subject property, which have been utilized by the neighbourhood. The developer has shown an interest in incorporating these trails into the facility but also allowing continued community usage. In many cases, the City may require Land for Public Purpose (LPP) as part of a development where there is a subdivision of land. However, in this case, money in-lieu of LPP has already been granted in 2017 as the property is not identified as part of the City's Trails and Bikeways strategy. Ownership and liability of the trail system goes beyond what is required by the City. It would be the developer's responsibility and liability to maintain neighbourhood access to a trail system.

### Implications of Extending the Primary Development Area and Servicing

The Primary Development Area (PDA) currently borders but does not include the subject property. The closest connection point is the Westmount Drive intersection, 270 metres from the entrance to the subject property.

There are 8 homes along Sandy Point Road that are within the limits of the proposed infrastructure extension. The sewer extension from the subject property would be by way of a private forcemain (from the site to the municipal connection point) and only being designed to service the development site, there is no requirement for residents along Sandy Point Road to



connect to a municipal sewer system. Connection to a proposed watermain extension (to be municipally owned and maintained) would be available for residential connection; however residents are not required to connect.

Upon successful installation and commissioning of the proposed watermain, it would be the intention of Saint John Water to give Notice to all 8 residences notifying them of the new municipal water infrastructure in front of their property and the opportunity to connect. Existing residents who are given notice by the Commissioner to connect with said watermain in accordance with the By-law, shall be eligible for financial assistance, based on the following formula:

Financial Assistance = Annual water rate x 0.25 x distance (in metres) from the building to street right-of-way.

Formula	Example
[2021 Annual Flat Rate Water Rate] x [0.25] x [Distance to in metres form the building to the street right-of-way] (varies)	\$791.80 X 0.25 X 10 metres
<b>Total amount of financial assistance</b>	<b>\$1,979.50</b>

Additionally, Per the By-law, if an owner who has been given Notice by the Commissioner to connect chooses not to connect, an owner shall pay a rate equal to what the rate would be under the applicable By-law Schedule. In 2021 the flat rate (water) for an unconnected home is \$267.54. This unconnected rate applies to 3 homes that located within 45 metres from the street.

The developer is proposing a low-impact stormwater management approach, which utilizes means such as swales and rain gardens to store stormwater. As per the City's Storm Drainage Design Criteria Manual, the development must have a net zero impact on adjacent properties. There should be no additional stormwater directed to drainage ditches because of the development.

### **Fiscal Analysis and Operating Costs**

Staff evaluated the fiscal implications the development would have on the City. As the development connects into existing city infrastructure and the developer is fronting all capital costs, costs are limited to operating costs described below.

#### Servicing Extension

According to Saint John Water, the operating costs related to a small distribution watermain expansion are very small. The lifecycle of a watermain built in accordance with the City's General Specifications is forecasted to be 60-80 years but can last much longer as the City has experienced. With routine maintenance of the system, the costs associated with upkeep are insignificant considering this will add approximately 270 metres to a 481,495 metre (481.5 km)



long existing water system. The proposed development will be metered and subject to metered rates for usage.

Increasing the number of water and sewer customers connected to the infrastructure and contributing toward the water and wastewater infrastructure is financially a positive result for the Water Utility as the infrastructure is designed for more Customers than is currently being serviced.

The existing receiving municipal wastewater lift station will see a very small increase in electricity and maintenance costs but overall, the revenue from the new sewer customer will financially be a positive result by contributing to the operational cost of the existing water and wastewater systems.

Additionally, there is an already planned project for 2021-2022 at the Beach Crescent Sewage Lift Station to reconstruct the Lift Station above flood level to provide for reliable collection of wastewater. This reconstruction is within the City's 2021 Capital Budget and was identified prior to the proposal coming forward.

#### Private Access and Maintenance

It is the responsibility of the developer to bear all costs related to the private driveway that provides access to the facility. As per the proposed Section 59 agreement, all costs into the future associated with maintenance, snow clearing, and garbage collection are to be privately provided and are not the City's responsibility.

#### Roadways

There may be a level of wear and tear on the roadway system surrounding the subject property. These costs are general to any development in the City and repair of roads will be funded through the City's operating budget. Road maintenance is scheduled based on the age of the road and will occur based on this set timeline. It should be noted that the Developer will be resurfacing a portion of Sandy Point Road. The road was last paved in 2019.

#### **Traffic Flow and Access**

The applicant submitted a Traffic Impact Study to examine how the development would impact traffic flow and the location of the access. It is important to highlight that even with the added development traffic, traffic volumes on the section of Sandy Point Road with which the development would connect remain within general range of volumes expected on a Local Street. "The Annual Average Daily Traffic (ADDT) volume on Sandy Point Road (east) near the site is estimated to be approximately 600 vehicles per day." As the development will add an estimated 437 vehicles daily, Sandy Point Road will remain within the typical ADDT range of 1,000 vehicles per day for a Rural Local Road. In terms of the access, the Study found its location to satisfy minimum turning sight distance and stopping sight distance.

#### **Foster Thurston Drive and Sandy Point Road Intersection**



Given awareness of the existing issue and concerns identified by residents, the City requested that the Traffic Study be updated to include an analysis of the Foster Thurston Drive and Sandy Point Road intersection (Submission 4). The Study concluded that “intersection delays caused by the development would be negligible.” Staff recognize that the development will not significantly worsen the situation at the intersection, given the LOS analysis of the traffic study, the relatively low daily traffic volumes relative to background traffic, and opportunities to disperse development traffic between this intersection and Kennebecasis Drive. It is important to note that offloading of the nearby Summerville Ferry can create concentrated intermittent groupings of vehicles accessing the surrounding street network including at this intersection.

Staff also recognize the findings of a 2011 traffic study that there are constrained existing sight lines at the Foster Thurston/Sandy Point intersection, which are problematic due to documented speeding issues. The 2011 study suggested a roundabout as a solution to solve the speeding problems. The 2011 study also recognized the available sight lines are more acceptable when the posted speed limit is observed. Based on discussions with the Saint John Police Force, speeding on Foster Thurston remains a challenge. A Roundabout Strategy, part of MoveSJ, the City’s Strategic Transportation Plan, identified a single-lane roundabout as an appropriate solution to improve the level of service and mitigate speeding issues, substantiating the 2011 suggestion. Staff recommend that this design intervention be considered within the City’s 10-year capital budgeting process to ensure improvements are made. In the meantime, the City’s Traffic Engineer will work with the developer toward providing safety measures to ensure greater observance of the speed limit and the Traffic Unit of the Police Force will continue to monitor the area as resources permit.

The following recommendation will be provided to Common Council in a supplementary report prior to third reading, directing staff to take the following actions respecting the identified traffic issues:

- (a) Prioritize the Foster Thurston Road/Sandy Point Road intersection roundabout, as identified by MoveSJ, to be considered as part of the City’s 10-year capital budgeting plan process;
- (b) Implement traffic calming measures in the area of the Foster Thurston Road/Sandy Point Road intersection to address speeding and sightlines and continue to conduct appropriate monitoring;
- (c) Report back to Council no later than one year after the date of the issuance of any occupancy permit for the development on the status of the Foster Thurston Road/Sandy Point Road intersection; and,
- (d) Proceed with the installation of a four-way stop on the intersection of Sandy Point Road and Westmount Drive.



### **30 Day Comment Period and the Public Participation Process**

Through the 30-day comment period several prominent themes were identified in 44 letters received by residents of the neighbourhood who expressed opposition to the proposed Plan Amendment. Many concerns were expressed early on and drew conclusions based on inadequate or incorrect information.

All concerns were carefully read by staff and relevant concerns have been addressed in this report's recommendation or forwarded to the developer for consideration where appropriate. Feedback from the neighbourhood is valued as it provides immediate on the ground knowledge about the area. Pertinent issues identified by the neighbourhood have been summarized below. These concerns have been prioritized in accordance with how frequently they appeared in the letters.

Concern for an increase in traffic ranked perhaps highest among the concerns. Staff rely on the expert opinion of the City's traffic engineer, best practice, and review of Traffic Impact Study's findings. The level of service post-development and the access location has been thoroughly explored in the Study and in this report. Staff have recommended a condition that vehicular access be limited to Sandy Point Road. Further, residents expressed concern about pedestrian safety given a lack of sidewalks in the area. The developer has proposed a delineated pedestrian walkway to be constructed with the rebuilding of Sandy Point Road. The Foster Thurston Drive intersection is an existing and known issue to the City and this development review has triggered staff to secure additional benefits from the developer in the form of interim traffic calming improvements. The solution to the speeding and sight line issues will also be explored through the City's capital budget process.

Second, and perhaps of equal concern to traffic was a perception that the proposal was contradictory to the Municipal Plan. Municipal Plan amendments are not uncommon; however require a higher level of public participation and review by professionally accredited planners. Pages 5-9 provide a review of the proposal's conformity with the overall intent of the Plan. This review is based upon the overall intent of the Plan in terms of its vision for compact development, efficient services, environmental preservation, and complete communities. It has been well established that the proposal involves little to no cost to the City. Other concerns regarding servicing have been addressed in this report.

Third was a concern for the effect of the development on wells and the water table because of construction or possible blasting. The Province regulates blasting in New Brunswick, and it is the responsibility of the developer to ensure that there are no impacts on neighbourhood properties. The developer has expressed an interest in mitigating blasting concerns and following all proper protocol, including conducting pre-blast surveys where necessary. Given the uncertainty of site conditions, staff do not recommend any conditions relating to blasting. The developer is recommended to conduct appropriate consultation prior to blasting and work with their hydrologist to minimize any potential issues.



## Conclusion

The amendment to the Municipal Plan largely carries out the intent of the Plan to maximize efficiency of services and deliver compact growth. There are no sound planning reasons why the development cannot proceed in this location. While the subject property was not identified as an opportunity site during PlanSJ process, it represents a good candidate site for an infill project such as this, which is sensitive to the neighbourhood, meets the needs of a growing demographic segment of the community, does not compromise quality of life, and provides several benefits to the neighbourhood and City as a whole.

## ALTERNATIVES AND OTHER CONSIDERATIONS

None were considered.

## ENGAGEMENT

### Developer

- Prior to submission of the application, the developer conducted door to door engagement with the neighbourhood and circulated a pamphlet beginning from November to December 2020. Input on the project was gained during this time through an online survey.
- The developer created a website associated with the project, included a Q and A section.
- Engagement continued into January 2021 through conversations neighbours.
- On February 19, 2021, a virtual public information session was held, led by Brackish Design Studio. There were 26 people in attendance and 55 live questions were fielded.

### Public

- In accordance with the *Community Planning Act*, public notice of the Plan Amendment was advertised on the City Website on December 31, 2020.
- On January 11, 2021 the Plan Amendment was given Public Presentation at Common Council and a 30 day comment period initiated.
- On February 22, 2021 Common Council received and filed 45 letters from members of the public (1 in favour, 44 in opposition) and referred the Plan Amendment application to the Planning Advisory Committee and set a public hearing date.
- In accordance with the Committee's Rules of Procedure, notification of the proposal was sent to landowners within 100 metres of the subject property on March 4, 2021. The rezoning was posted on the City of Saint John website on March 3, 2021.

## APPROVALS AND CONTACT

Author	Manager/Senior Planner	Commissioner
Andrew Reid, MCIP, RPP	Jennifer Kirchner, MCIP, RPP	Jacqueline Hamilton, MCIP, RPP



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**Email:** Andy.Reid@saintjohn.ca  
**Application:** 20-3014

## **APPENDIX**

Map 1: **Site Location**  
Map 2: **Future Land Use**  
Map 3: **Zoning**  
Map 4: **Aerial Photography**  
Map 5: **Contours**  
Attachment 1: **Site Photography**  
Attachment 2: **Municipal Plan Policy Review**

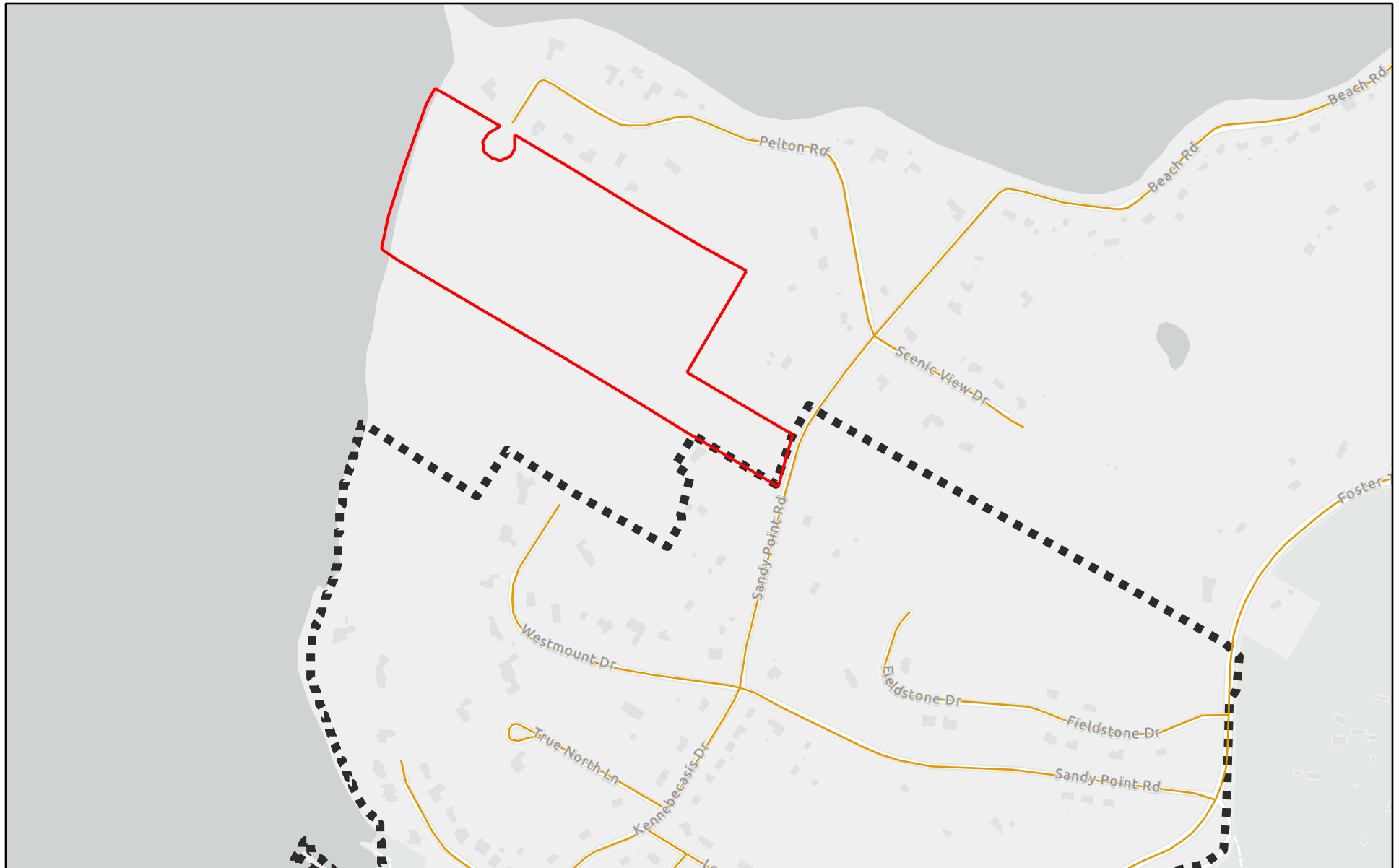
Submission 1: **Site Plan**  
Submission 2: **Landscape Plans**  
Submission 3: **Elevation Plan**  
Submission 4: **Floor Plans**  
Submission 5: **Traffic Impact Study**  
Submission 6: **Public Benefits**

Attachment 3: **Correspondence**



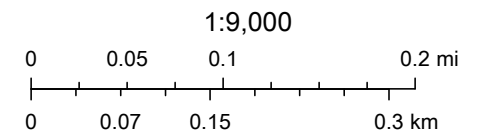
# Map 1

## Ethos Ridge Development - Site Location



2021-03-09

- Subject Property
- - - Primary Development Area
- Street Centrelines

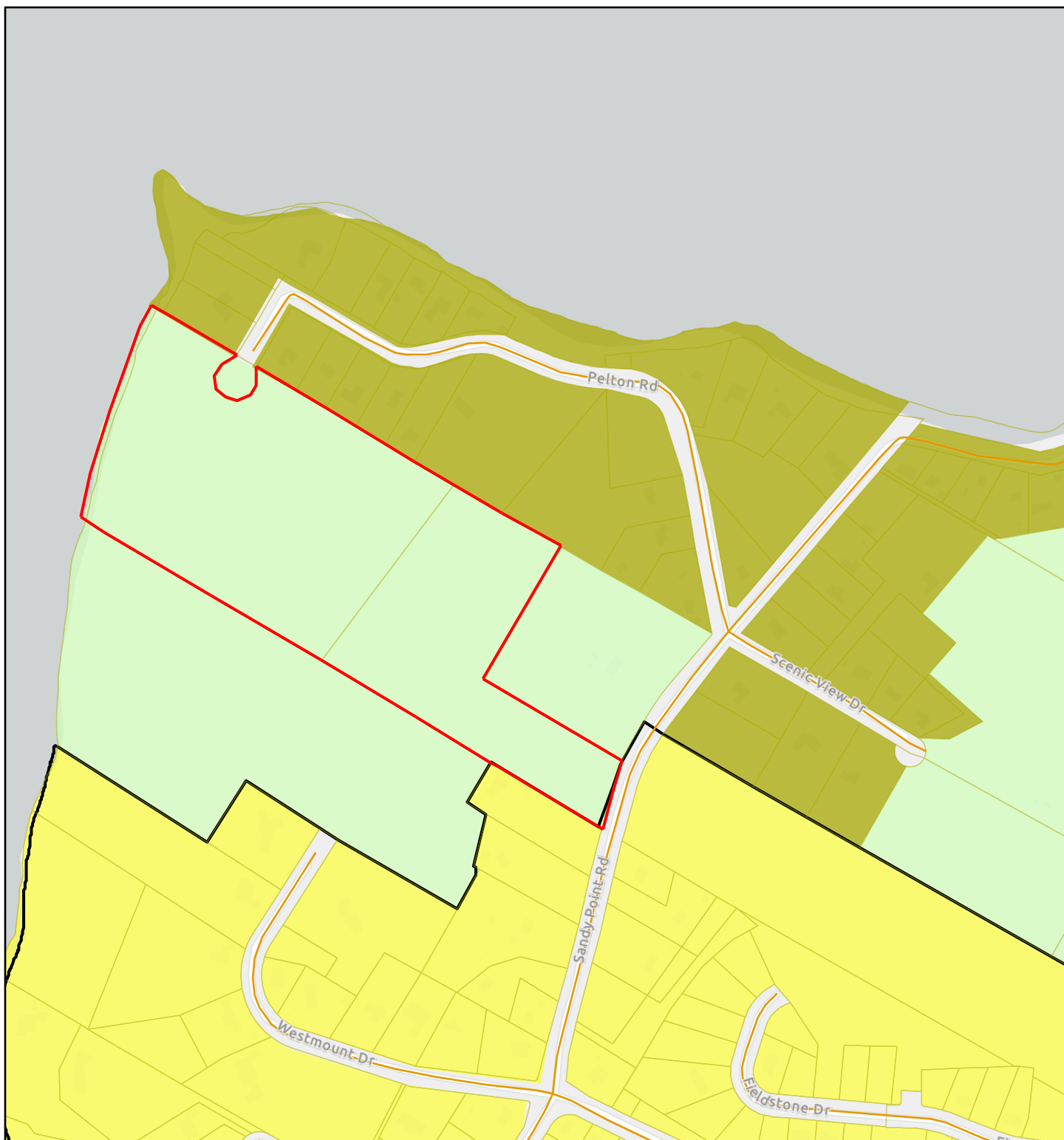


Esri Community Maps Contributors, City of Saint John, Province of New



# Map 2

## Ethos Ridge Development - Zoning

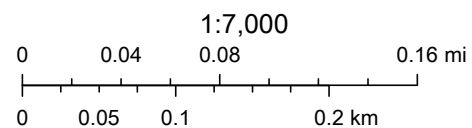


2021-02-26

- Subject Property
- Street Centrelines
- Property Parcels
- Primary Development Area

### Zoning

- R2
- RR
- RU



Esri Community Maps Contributors, City of Saint John, Province of New Brunswick, Province of Nova Scotia, Esri, HERE, Garmin, INCREMENT P, METI/NASA, USGS, US Census Bureau, NRCan, Parks Canada



# Map 3 Ethos Ridge Development - Future Land Use



2021-03-09


 Subject Property

 Primary Development Area

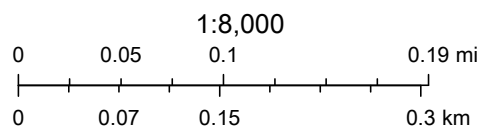
Future Land Use

 Rural Resource

 Rural Residential

 Park and Natural Area

 Stable Residential



GeoEye, Maxar



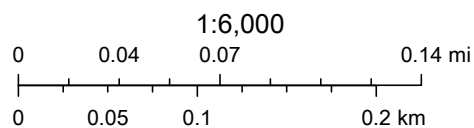
# Map 4

## Ethos Ridge Development



2021-02-26

- Subject Property
- Street Centrelines
- Civic Addresses
- Property Parcels
- Primary Development Area



Esri Community Maps Contributors, City of Saint John, Province of New Brunswick, Province of Nova Scotia, Esri, HERE, Garmin, INCREMENT P, METI/NASA, USGS, US Census Bureau, NRCan, Parks Canada, The City of Saint John



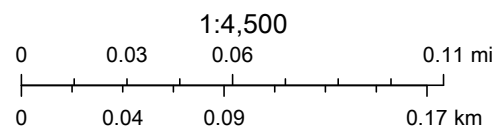
# Map 5

## Ethos Ridge Development - Contours



2021-03-09

- Subject Property
- Elevation Contours
- Street Centrelines
- Property Parcels



Esri Community Maps Contributors, City of Saint John, Province of New Brunswick, Province of Nova Scotia, Esri, HERE, Garmin, INCREMENT P, METI/NASA, USGS, US Census Bureau, NRCAN, Parks Canada, The City of Saint John



## Attachment 1 – Site Photography



Open field, formerly farmland, facing towards Pelton Road



Facing towards Pelton Road entrance from waterfront trail



From same open field, facing southwest portion of ridge



Kennebecasis River



## Attachment 1 – Site Photography



Facing Pelton Road unbuilt cul-de-sac entrance



From top of ridge facing Sandy Point Road



Foster Thurston Drive / Sandy Point Road Intersection (approx. 1km away)



Approx. location of access adjacent 2100 Sandy Point Road



## Land Use Policies

- Schedule A - City Structure, of the Municipal Plan, designates the property “Rural Resource Area.” The rural designation describes areas that are not provided with municipal water and wastewater services. The Rural Resource Areas are “undeveloped lands with the potential for rural resource activity such as pits and quarries and/or forestry uses” (Policy LU-95).
- Schedule B – Future Land Use, of the Municipal Plan, and accompanying land use policies intend to create a comprehensive picture of the community and the legal framework for how land in the City should be developed. The Future Land Use of the subject property is also designated Rural Resource Area. Aside from resource related activities, including pits and quarries, forestry, agriculture, fisheries, wind and solar energy development, limited residential land uses may be contemplated within these areas. New public streets are generally discouraged within these areas.
- Schedule B also establishes the boundaries of Primary Development Area (PDA).
- Within both Schedules, there is a 30-metre strip along the Kennebecasis River designated Park and Natural Area.
- The proposal seeks to Amend Schedule A by redesignating the property to Major Community Facility and extend the PDA to encompass the 8.57 hectare subject property.

Policy LU-4	Evaluation
<p>Council Shall not consider changing the designation of lands on the Future Land Use map (Schedule B) through a Municipal Plan amendment, unless the proposal:</p> <ol style="list-style-type: none"> <li>Is consistent with the general intent of the Municipal Plan and further advances the City Structure;</li> <li>Is necessary by virtue of a lack of supply of quality land already designated in the Municipal Plan to accommodate the development;</li> <li>Enhances the community and the quality of life offered to residents of the City;</li> <li>Efficiently uses available infrastructure;</li> <li>Does not negatively impact the use and enjoyment of adjacent lands and neighbourhoods;</li> <li>Is an appropriate use within the land use designation being sought for the</li> </ol>	<ul style="list-style-type: none"> <li>✓ The proposal is consistent with the general intent of the Plan’s vision for sustainable, compact growth and efficiency of services. It will not detract from growth within the intensification areas. Existing services can accommodate the proposed extension of services without any significant financial implications on the City.</li> <li>✓ The proponent undertook a site selection process that evaluated land based on size, natural features, and proximity to amenities. The opportunities to locate within an area already designated Major Community Facility are limited, as there are no such vacant sites in the City. More broadly, a quick desktop analysis of the intensification areas show that</li> </ul>



<p>property, and the proposal is consistent with the specific policies regulating development in the designation; and</p> <p>g. Adequately addresses and mitigates any significant environmental impacts.</p>	<p>their locations do not meet the site selection criteria, except for the lands adjacent the University. Given the proposal capitalizes on the natural setting of the site, there would be limited locations readily available to accommodate it within the areas designated for serviced urban development in the Plan.</p> <ul style="list-style-type: none"> <li>✓ The proposal offers new housing opportunities for an aging population without compromising the quality of life within the neighbourhood.</li> <li>✓ The proposal makes efficient use of the existing roadway and there will be no new public streets. Existing infrastructure is designed for more customers than are currently being served and the minor extension of water and sewer services will be fully funded by the developer, while also optimizing infrastructure investments in the area.</li> <li>✓ The proposal should not have a negative or noxious effect. The proposal is designed to reflect the natural environment, siting the development to minimize impact on adjacent neighbourhoods, limit site disturbance and maximize the tree canopy on site, while also incorporating landscape buffering aimed at reducing visual impact on the neighbourhood.</li> <li>✓ The proposed use is “Supportive Facility” under the CFM designation, which is further evaluated on page 10.</li> <li>✓ Any development within 30 metres of the Kennebecasis River will require a WAWA permit.</li> </ul>
<p><b>Policy LU-6</b></p> <p>Council shall intend that the PDA form the growth boundary of the City. Lands within the PDA are the priority areas for accommodating future</p>	<ul style="list-style-type: none"> <li>✓ The proposal does not detract from the Plan’s growth goals. The proposal provides housing for an</li> </ul>



## Municipal Plan Policy Review – Ethos Ridge

growth over the planning period, to capitalize on investments made in existing infrastructure.	aging population and the developer has provided justification that suitable lands could not be found within the PDA.
<b>Policy LU-8</b> Council shall not permit development serviced with municipal water and wastewater services beyond the boundaries of the PDA without first changing the boundaries of the PDA which will require an amendment to the Future Land Use map (Schedule B). Large-scale, heavy industrial development is excluded from compliance with this policy.	✓ The application comprises an amendment to Schedule A and B of the Municipal Plan to extend the PDA.
<b>Policy LU-9</b> Council may consider amending the boundaries of the Primary Development Area boundary when a comprehensive review of the Municipal Plan has taken place, as outlined in the Implementation Chapter of the Municipal Plan. 2014, C.P. 106-8	✓ Council has considered 5 PDA extensions to date, including the Crossing Project in 2016, which was endorsed by Council as a catalytic growth project. The policy does not bind Council to conducting a comprehensive review prior to amending the PDA boundaries (that review is currently scheduled for 2022, per legislative requirement). The implementation chapter <i>does</i> provide Council a means to consider an application that confers significant public, economic, social, or cultural benefits to the City notwithstanding a review (See Policy I-21).
<b>Policy LU-89</b> Council shall create the Major Community Facilities designation on the Future Land Use map (Schedule B) to accommodate a range of larger-scale institutional uses including, but not limited to, high schools and post-secondary educational facilities, major care facilities, recreation facilities, places of worship and assembly, and other government and community uses.	✓ The proposal consists of a retirement community that will have both an independent living and supportive living operation and is appropriate within this designation.
<b>Policy LU-90</b> Council shall ensure that new major community facilities that are used by residents across the City and the Greater Saint John Region are located in areas designated Major Community Facilities and shall generally be permitted only	✓ The proposed land use is desirable from the perspective of the Municipal Plan and proposes to contribute several public benefits to the neighbourhood.



<p>subject to a rezoning process where compliance is demonstrated with the following requirements:</p> <ul style="list-style-type: none"> <li>a. The proposed land use is desirable and contributes positively to the neighbourhood;</li> <li>b. The proposal is compatible with surrounding land uses;</li> <li>c. The development is in a location where all necessary water and wastewater services, protective services, and appropriate transportation infrastructure including public transit can be provided;</li> <li>d. Site design features that address such matters as safe access, buffering and landscaping, site grading and stormwater management are incorporated;</li> <li>e. A high quality exterior building design is provided that is consistent with the Urban Design Principles in the Municipal Plan; and</li> <li>f. Public transit and active transportation links are provided to and from other key destinations.</li> </ul>	<ul style="list-style-type: none"> <li>✓ While the proposal represents a departure from the height and appearance of the surrounding neighbourhood, these are mitigated through design and building placement. The use being a retirement community is a compatible residential use. The building should not be seen from Sandy Point Road and owing to topography and treed buffers along Pelton Road.</li> <li>✓ Necessary services can be provided. In terms of transit, the closest route is currently located 450 metres away at Lentook Avenue and Kennebecasis Drive. The developer is proposing to augment transit with private shuttle service.</li> <li>✓ The access meets the width requirements of the Zoning By-law and will be required to meet the City's General Specifications and minimum standards of the National Building Code such as grades, widths, etc. for emergency services. The developer is proposing several landscaped buffers (formalize through condition). The developer is proposing a low-impact design to handle stormwater.</li> <li>✓ The proposed building is a high quality contemporary design tailored to the subject property and designed to raise the standard for design of supportive facilities. Conditions on the substantial conformity of the proposal to the site plan will ensure that this design is carried forward into the construction review stage.</li> <li>✓ As a retirement facility, the most important transportation links will be nearby facilities such as the hospital and commercial areas. As is typical with this type of facility, a shuttle service would operate in place of transit/active transportation.</li> </ul>
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### Urban Design Policies

<b>Policy UD-9</b>	
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<p>Council shall ensure all development proposals generally conform to the following General Urban Design Principles:</p> <p>a. That new development respect and reinforce the existing and planned context in which it is located through appropriate setbacks, landscaping, buildings entrances, building massing, architectural style and building materials. Specifically, the built-form of new development shall be designed to achieve the following objectives for specific areas of the City:</p> <p>i. In Stable Areas, as identified on the City Structure map (Schedule A), new development will be designed to respect and reinforce the physical character of the established neighbourhood, as set out in Policy UD-10;</p> <p>ii. In the Primary Centre...</p> <p>iii. Special considerations are established for the Uptown Waterfront as set out in Policy UD-13...</p> <p>iv. In Employment Areas,...</p> <p>v. In Rural Areas, as defined on the City Structure map (Schedule A), new development, where permitted, shall be rural in character and conserve and strengthen the rural context in which it is situated, as set out in Policy UD-16 of the Municipal Plan.</p> <p>b. Locating building entrances facing the public street;</p> <p>c. Designing sites to incorporate existing natural features and topography;</p> <p>d. Designing sites to protect, create and/or enhance important view corridors to the water or landmark sites or buildings;</p> <p>e. Incorporating innovations in built form, aesthetics and building function to encourage high quality contemporary design that will form the next generation of heritage;</p> <p>f. Where appropriate and desirable, encouraging active pedestrian-oriented uses and a high level of transparency at grade to reinforce and help animate the public realm;</p> <p>g. Designing sites, buildings and adjacent public spaces as complete concepts with integrated functions;</p> <p>h. Using quality, durable building materials and a consistent level of design and detail for all elements of the building;</p> <p>i. Designing for visual interest by incorporating well-articulated building façades, landscaping,</p>	<ul style="list-style-type: none"> <li>✓ The development is unlike anything in its surroundings. This is acknowledged through the treatment of building placement and buffering. The building is setback approximately 388.5 metres from Sandy Point Road and is buffered by a ridge and tree canopy. The building is setback approximately 49-65 metres from Pelton Road. Much of the existing natural woodlot is proposed to be conserved, keeping with the rural character of the area.</li> <li>✓ The building entrance faces Sandy Point Road; however, it is obscured from view because of the ridge.</li> <li>✓ The site is designed to take advantage of the natural topography. The building is situated on a lower plateau, where the ground is most even with views to the water provided by cantilevered upper storeys.</li> <li>✓ The site is designed around having a connection to the Kennebecasis River.</li> <li>✓ The proposal has been submitted by professional architecture/landscape architecture firms and is designed to provide innovative, nature-based accommodation for seniors.</li> <li>✓ The proposal should not impact the public realm.</li> <li>✓ The 8.57 hectare property has been designed as a complete concept. Integrated functions include public/private walking trails, a bark park, and several other amenities.</li> <li>✓ The building has been comprehensively designed with what appear to be high quality, durable materials. The quality of design will be assured through the Section 59 agreement.</li> <li>✓ The building has been designed for visual interest with a prominent and contemporary design that celebrates the Kennebecasis River.</li> <li>✓ In terms of sustainable design, the proponent is committed to low impact design, preserving much of the existing woodlots and planting native</li> </ul>
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<p>local history, public art and/or culture into sites and buildings;</p> <p>j. Directing high-rise buildings to appropriate areas and ensuring their design is sensitive to the neighbourhood and/or heritage context;</p> <p>k. Encouraging sustainability in design by:</p> <p>i. Utilizing reused, recycled, renewable or local building materials where possible;</p> <p>ii. Using green building or neighbourhood standards;</p> <p>iii. Designing for energy efficiency and alternative sources of energy;</p> <p>iv. Designing for water conservation and on-site stormwater management;</p> <p>v. Promoting the conservation and adaptive re-use of existing buildings and designing sites to retain mature trees;</p> <p>vi. Designing sites and buildings to work with, rather than against, the natural environment by designing according to the topography, hydrology, ecology and natural drainage patterns of the site and taking advantage of passive solar gain and natural light; and</p> <p>vii. Using native vegetation for landscaping where appropriate.</p> <p>l. Designing sites and buildings according to the Crime Prevention through Environment Design (CPTED) principles to promote safety and security, in balance with other urban design goals; and</p> <p>m. Locating and screening parking and loading facilities so they are generally not visible from the street, particularly in Centres and Neighbourhood Intensification Areas</p>	<p>species where providing additional buffers, and is further exploring the use of solar energy.</p> <p>✓ Parking facilities should not be seen from either Sandy Point Road or Pelton Road.</p> <p>✓ Most of the parking is provided underground.</p> <p>✓ The building will be required to be designed to meet all accessibility and barrier free requirements.</p>
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### Neighbourhoods and Housing Policies

<b>Policy HS-17</b>	
Council shall encourage the provision of housing for people with special needs, including senior citizens, group homes and shelters, to integrate into appropriate residential areas of the City, in close proximity to major transit routes, community facilities and needed services.	<p>✓ The proposal integrates within an existing residential neighbourhood and is ideally situated in proximity to major community facilities such as the Regional Hospital.</p>

### Economic Prosperity Policies

<b>Policy EP-6</b>	
Council shall recognize that economic development is an important component of sustainable development but that land use	<p>✓ The economic development benefits of the proposal are significant, an estimated \$1 million in new annual tax revenue, without need for major</p>



planning decisions must also be balanced against environmental, social, cultural and fiscal impacts.	new capital or operating investments by the City, in addition to job creation and other spinoffs of creating additional housing product to meet a growing market. The overall impact of the development should be positive for the neighbourhood and City as a whole. Environmentally, the proposal celebrates natural amenity and seeks to preserve much of the environmental integrity of the site. Socially/Culturally, the proposal provides additional seniors housing. Fiscally, the proposal does not pose a risk or threat to the City.
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### Natural Environment Policies

<b>Policy NE-8</b>	
Council shall limit unserviced development to protect groundwater for existing well users and to promote more compact urban settlement.	✓ The alternative to the proposal would be additional unserviced development on site.
<b>Policy NE-11</b>	
Council shall protect environmentally sensitive areas, including watercourses and wetlands, riparian areas, and floodplains and appropriately restrict development near these features.	✓ The proposal's adjacency to the Kennebecasis River will be protected by preserving the 30-metre riparian buffer and restricting additional stormwater flow into the river.
<b>Policy NE-24</b>	
Enhance biodiversity throughout the City by: a. Encouraging the use of native species of vegetation for landscaping in private and public development, where appropriate; and b. Preserving representative vegetation, species and ecosystems in major open spaces and City parks.	✓ The proposal is to preserve a significant amount of woodlot and plant additional naturalized buffers from native species.
<b>Policy NE-35</b>	
Improve the natural stormwater storage capacity of watercourses and wetlands in urban and suburban areas on a comprehensive watershed basis in accordance with the City's Storm Drainage Design Criteria Manual and by: a. Restricting development in natural and rural areas; b. Utilizing 'low impact development' techniques for on-site stormwater management wherever possible and encouraging innovative stormwater	✓ The property is currently zoned Rural Resource. The development strikes a balance in preserving existing woodlots and utilizing existing open space. ✓ The proposal seeks a low impact development approach to stormwater management, including swales, rain gardens, and other means.



management methods such as green roofs, permeable surfaces, and rainwater collection; c. Designing stormwater management facilities as local amenities by locating them adjacent to parks, open spaces, or greenways and permitting public access where appropriate; and d. Increasing public awareness and engagement regarding stormwater management practices and site design.	
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### Transportation and Mobility Policies

<b>Policy TM-4</b>	
<p>Councill shall consider the following transportation matters when evaluating new development proposals:</p> <p>a. A street hierarchy should be identified and designed to accommodate traffic within the development and provide connections to adjacent areas;</p> <p>b. The capacity of adjacent streets should be sufficient to accommodate the forecasted traffic generated by the new development;</p> <p>c. Vehicular access points to arterial and collector streets should be minimized where possible by encouraging shared access driveways, appropriately controlling access from corner lots, or other appropriate measures;</p> <p>d. The street layout should be designed to facilitate effective transit system operations;</p> <p>e. Amenities such as benches and shelters should be provided along transit routes;</p> <p>f. Pathway connections between streets should be provided in locations where the safety and convenience of pedestrians can be enhanced;</p> <p>g. Active transportation infrastructure should be encouraged to support alternative modes of travel within the development;</p> <p>h. The design of residential streets should provide a safe, convenient and livable environment for residents, motorists and pedestrians; and</p> <p>i. Pedestrian connectivity and circulation to public sidewalks and between adjoining neighbourhoods should be encouraged.</p>	<ul style="list-style-type: none"> <li>✓ The development is served by a private access.</li> <li>✓ The street hierarchy and adjacent areas have been considered. There are two access routes to the Sandy Point Road entrance. One through the Local Street network of Kennebecasis Drive and the other through the Collector Street, via Sandy Point Road at Foster Thurston Drive. A traffic study was submitted with the application; the study advised that no transportation infrastructure improvements were required and Sandy Point Road would maintain a level of service acceptable for a local street.</li> <li>✓ There are no access points onto an arterial/collector from the site</li> <li>✓ Not applicable – No new streets are being proposed</li> <li>✓ The existing sidewalk network begins at Westmount Drive intersection.</li> </ul>
<b>Policy TM-5</b>	
<p>Councill shall ensure developers contribute to the cost of on and off site transportation improvements made necessary as a direct result of a development proposal.</p>	<ul style="list-style-type: none"> <li>✓ The Traffic Study recommends no new transportation infrastructure is necessary to support the development; however, there are existing issues which will be</li> </ul>



	considered by the City in the capital budget process. In the interim, traffic improvements to slow down drivers and improve sightlines are recommended.
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### Municipal Services and Infrastructure Policies

<b>Policy MS-3</b>	
Councill shall generally require that onsite and offsite infrastructure costs associated with new subdivisions and development be the responsibility of the developer.	✓ All infrastructure improvements will be the responsibility of the developer, as established by a Section 59 Agreement.

<b>Policy MS-20</b>	
Councill shall make the approval of new development contingent upon available reserve capacity in the City's wastewater collection system and treatment facilities.	✓ Saint John Water has modelled the proposed sanitary flows and does not see any issue with the development in relation to the downstream sanitary sewer system.

<b>Policy MS-29</b>	
Councill shall require that stormwater impacts are considered when development is reviewed and approved and techniques such as 'low impact design' and natural stormwater management approaches are used where appropriate.	✓ Any design on site related to drainage, including the proposed 'low impact design,' needs to meet the City's Drainage By-Law. The By-Law (and the Storm Drainage Design Criteria Manual) have requirements for maximum flow and speed to protect the property, neighbours and the environment.

### Implementation Policies

<b>Policy I-2</b>	
Councill shall in considering amendments to the Zoning Bylaw or the imposition of terms and conditions, in addition to all other criteria set out in the various policies of the Municipal Plan, have regard for the following: a. The proposal is in conformity with the goals, policies and intent of the Municipal Plan and the requirements of all City bylaws; b. The proposal is not premature or inappropriate by reason of: i. Financial inability of the City to absorb costs related to development and ensure efficient delivery of services, as determined through Policy I-7 and I-8;	<ul style="list-style-type: none"> <li>✓ The report and this attachment substantially confirms the proposal's conformity with the vision, intent, and policies of the Municipal Plan.</li> <li>✓ There are no significant costs to the City related to the delivery of services. While extension of services is required, these are to be provided by the developer. The proposal is ideally situated in proximity to the Hospital, the road network has thoroughly been reviewed, there are no heritage buildings in the area, the type of use has been established as compatible and well buffered from</li> </ul>

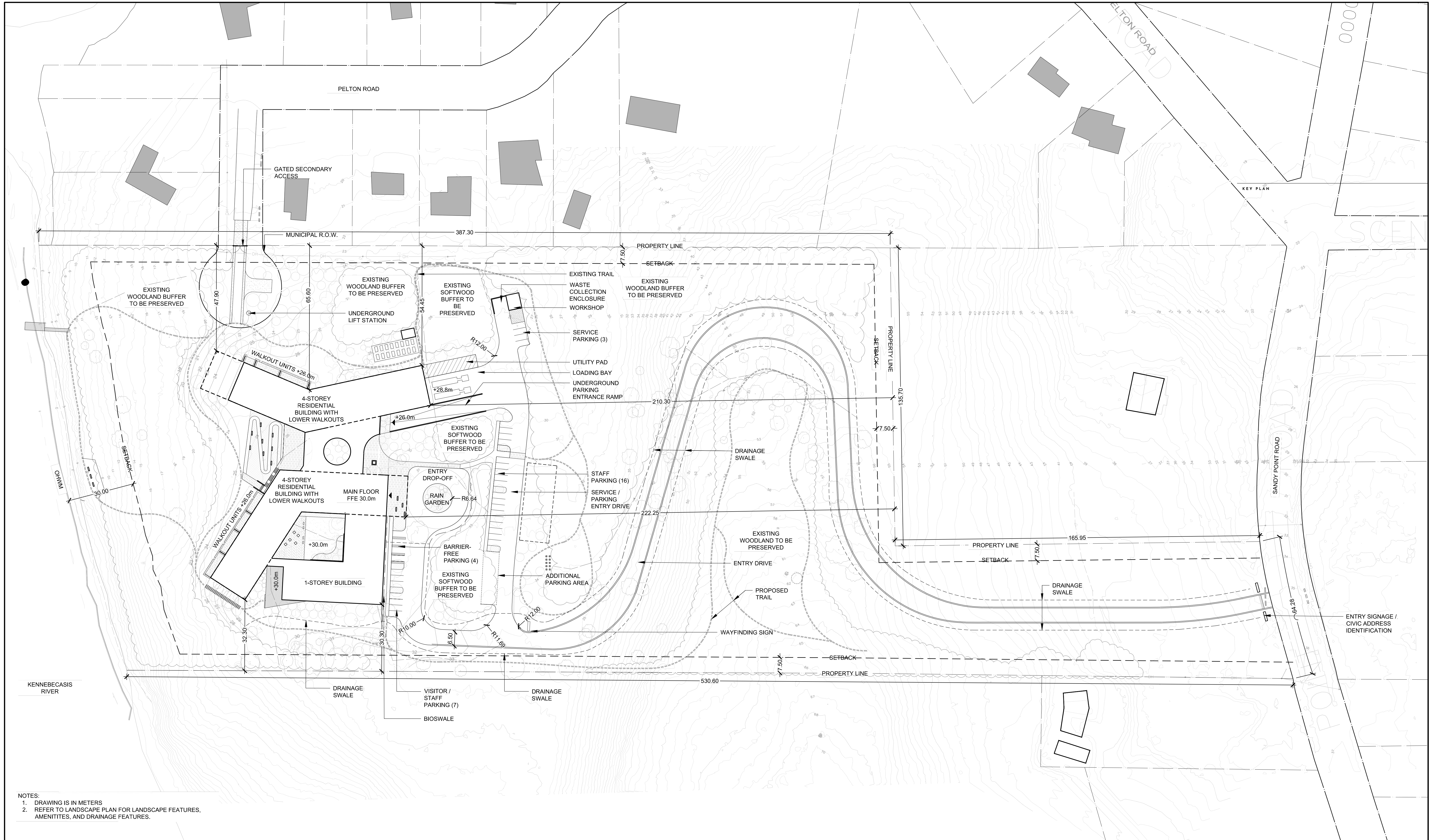


<p>ii. The adequacy of central wastewater or water services and storm drainage measures;</p> <p>iii. Adequacy or proximity of school, recreation or other community facilities;</p> <p>iv. Adequacy of road networks leading to or adjacent to the development; and</p> <p>v. Potential for negative impacts to designated heritage buildings or areas.</p> <p>c. Appropriate controls are placed on any proposed development where necessary to reduce any conflict with adjacent land uses by reason of:</p> <p>i. Type of use;</p> <p>ii. Height, bulk or appearance and lot coverage of any proposed building;</p> <p>iii. Traffic generation, vehicular, pedestrian, bicycle or transit access to and from the site;</p> <p>iv. Parking;</p> <p>v. Open storage;</p> <p>vi. Signs; and</p> <p>vii. Any other relevant matter of urban planning.</p> <p>d. The proposed site is suitable in terms of steepness of grade, soil and geological conditions, locations of watercourses, wetlands and susceptibility of flooding as well as any other relevant environmental consideration;</p> <p>e. The proposal satisfies the terms and conditions of Policy I-5 related to timeframes and phasing of development; and</p> <p>f. The proposal meets all necessary public health and safety considerations.</p>	<p>adjacent properties, traffic generation has been addressed through the Traffic Impact Study.</p> <ul style="list-style-type: none"> <li>✓ The developer has undertaken geological studies to confirm soil suitability. The topography of the site has been considered by the proponent in arriving at the most suitable placement for the building in terms of the grade and proximity to watercourse.</li> <li>✓ As part of the Section 59 agreement, a timeframe has been proposed whereby the development must be completed.</li> <li>✓ The proposal will be required to meet all considerations in conformity with the National Building Code.</li> </ul>
<p><b>Policy I-5</b></p> <p>Councill may establish timeframes on the phasing and/or completion of development where it is determined that an application to rezone land is speculative in nature. In this case, Council may require that the rezoning be subject to a Development Agreement which may include provisions including, but not limited to the following:</p> <p>a. That, in addition to any other securities or bonds Council considers appropriate under section 39(8) of the New Brunswick Community Planning Act, the applicant provide a certified cheque in the amount of \$1000 to cover expenses relating to the cancellation of the agreement and/or repeal of the rezoning. The \$1000 security shall be repayable on completion of the development for which the rezoning is granted;</p>	<p>This agreement is proposed to ensure timely development of the project.</p>




<p>b. Should construction of the development (or in the case of a phased development, the first phase of the development) not be completed within five (5) years from the date the rezoning comes into effect;</p> <p>i. No further development shall be permitted;</p> <p>ii. Council shall immediately take steps to cancel the agreement and repeal the rezoning pursuant to section 39(5) and 39(6) of the New Brunswick Community Planning Act;</p> <p>c. That upon repeal of the rezoning pursuant to section 39(5) and 39(6) of the New Brunswick Community Planning Act, the land to which the agreement pertains shall revert to its last previous zoning designation.</p>	
<p><b>Policy I-21</b></p> <p>Council may notwithstanding the foregoing policies, and specifically the provisions of Policy LU-75, where a proposed amendment addresses unforeseen circumstances or is deemed by Council to confer significant public, economic, social or cultural impacts to the City, consider the amendment in light of the following criteria:</p> <p>a. Studies demonstrating that the proposed development will have significant long term benefit for the City and that the proposed development does not place an undue fiscal burden on the City or have a detrimental impact on the natural environment;</p> <p>b. The proposed development fulfills other key goals of the Municipal Plan; and</p> <p>c. Appropriate opportunities are provided for public input into the consideration of such amendments to the Municipal Plan.</p>	<p>✓ Policy I-21 references foregoing monitoring and review policies of the Plan and supports the extension of the Primary Development Area in lieu of a 5-10 year Municipal Plan Review. Staff have undertaken a comprehensive analysis of the Plan to emphasize the long-term benefit of additional senior housing to the City, as well as fulfillment of other key goals of the Plan.</p> <p>✓ The proponent has provided appropriate opportunities for public input and all legislated public participation procedures have been followed, beginning on December 31<sup>st</sup>, 2020 with the advertisement of the Plan Amendment.</p>





NOTES:  
1. DRAWING IS IN METERS  
2. REFER TO LANDSCAPE PLAN FOR LANDSCAPE FEATURES, AMENITIES, AND DRAINAGE FEATURES.



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ISSUE	DATE	DESCRIPTION
8		
7		
6		
5		
4		
3	20.12.04	PAC Submission
2	20.11.27	Issued for information
1	20.11.16	Pre application review

ISSUE	DATE	DESCRIPTION
16		
15		
14		
13		
12		
11		
10		
9		

ETHOS RIDGE RETIREMENT

Saint John, NB

SCALE  
1:750

DATE  
2020 DEC. 4

DRAWN BY  
SC / EB

REVIEWED BY  
MB / SC

MUNICIPAL PLAN AMENDMENT

SITE PLAN

L - 01





NOTES:  
1. FOR SITE CIRCULATION, DRAINAGE FEATURES, LOT DIMENSIONS, SETBACKS, AND PROPOSED GRADES, SEE DRAWING L-01 (SITE PLAN)

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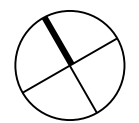
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4			12		
3	20.10.04	PAC Submission	11		
2	20.11.27	Issued for information	10		
1	20.11.16	Pre application review	9		
ISSUE	DATE	DESCRIPTION	ISSUE	DATE	DESCRIPTION

ETHOS RIDGE RETIREMENT

Saint John, NB

SCALE	1:750
DATE	2020 DEC. 4
DRAWN BY	SC / EB
REVIEWED BY	MB / SC



MUNICIPAL PLAN AMENDMENT

LANDSCAPE PLAN L - 02

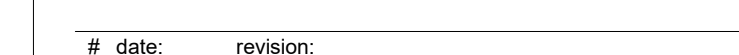


1.0 - IL / SL

## 2.0 - AMENITY AREAS

#### 4.0 - SUPPORT AREAS

## 5.0 - VERTICAL CIRCULATION

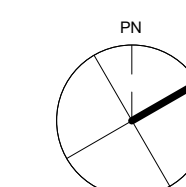


NOT FOR  
CONSTRUCTION

All drawing and specifications are the property of the Architect. The Contractor shall verify all dimensions and information on site and report any discrepancy to Architect before proceeding.

### Ethos Ridge

**LEVEL 0 - FLOOR PLAN**



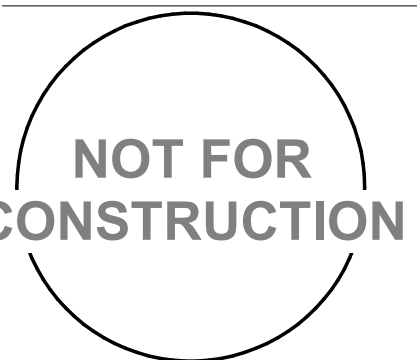
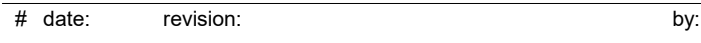
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reviewed by:	PG
job number:	20005
plot date:	2020-12-04 10:38:01 AM
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**P2.10**



1.0 - IL / SL

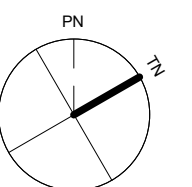
- 2.0 - AMENITY AREAS
- 3.0 - ADULT DAY PROGRAM
- 4.0 - SUPPORT AREAS
- 5.0 - VERTICAL CIRCULATION



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**Ethos Ridge**  
Saint John, New Brunswick

**LEVEL 1 - FLOOR PLAN**



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reviewed by:	PG
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drawing number:	

### P2.11



LEGEND

- 1.0 - IL / SL
- 2.0 - AMENITY AREAS
- 4.0 - SUPPORT AREAS
- 5.0 - VERTICAL CIRCULATION



# date: revision: by:

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**Ethos Ridge**  
Seraf John, New Brunswick

**LEVEL 2 - FLOOR PLAN**

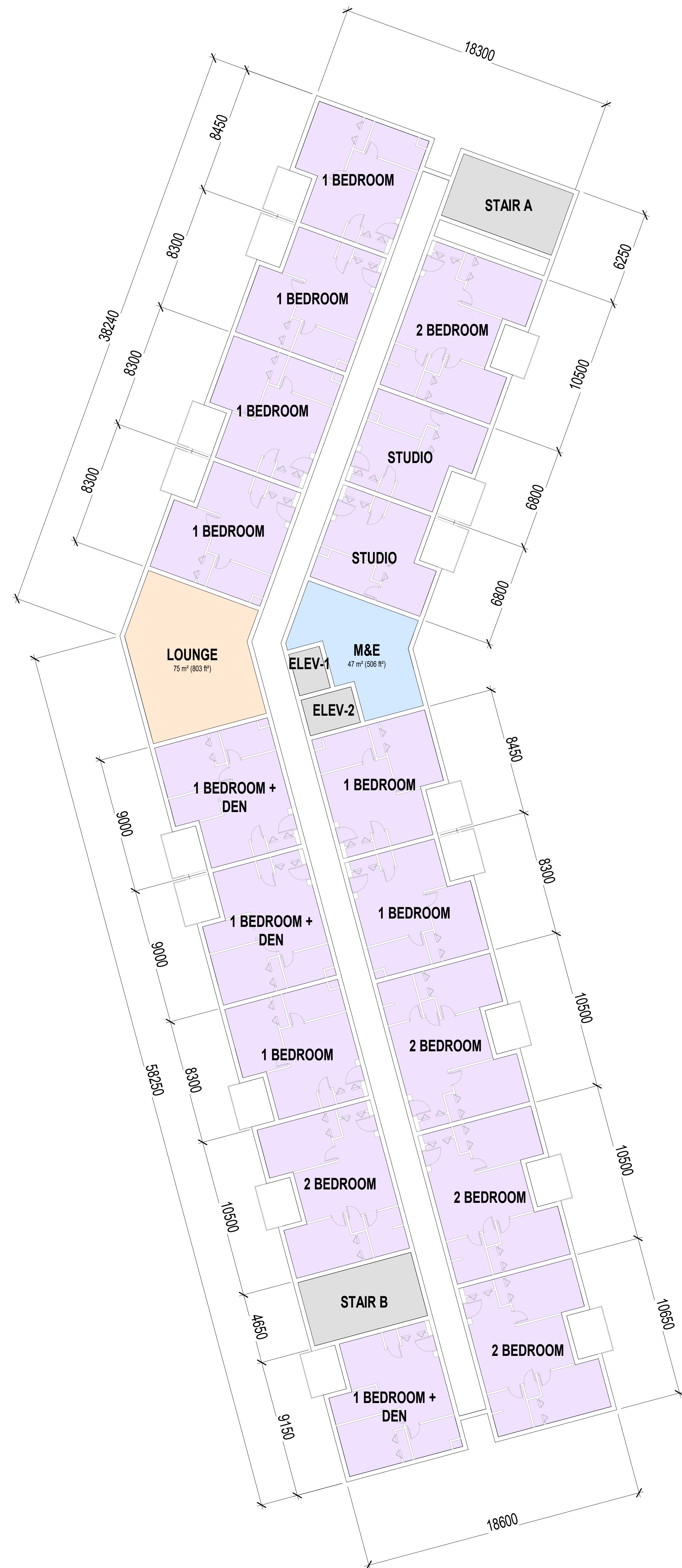
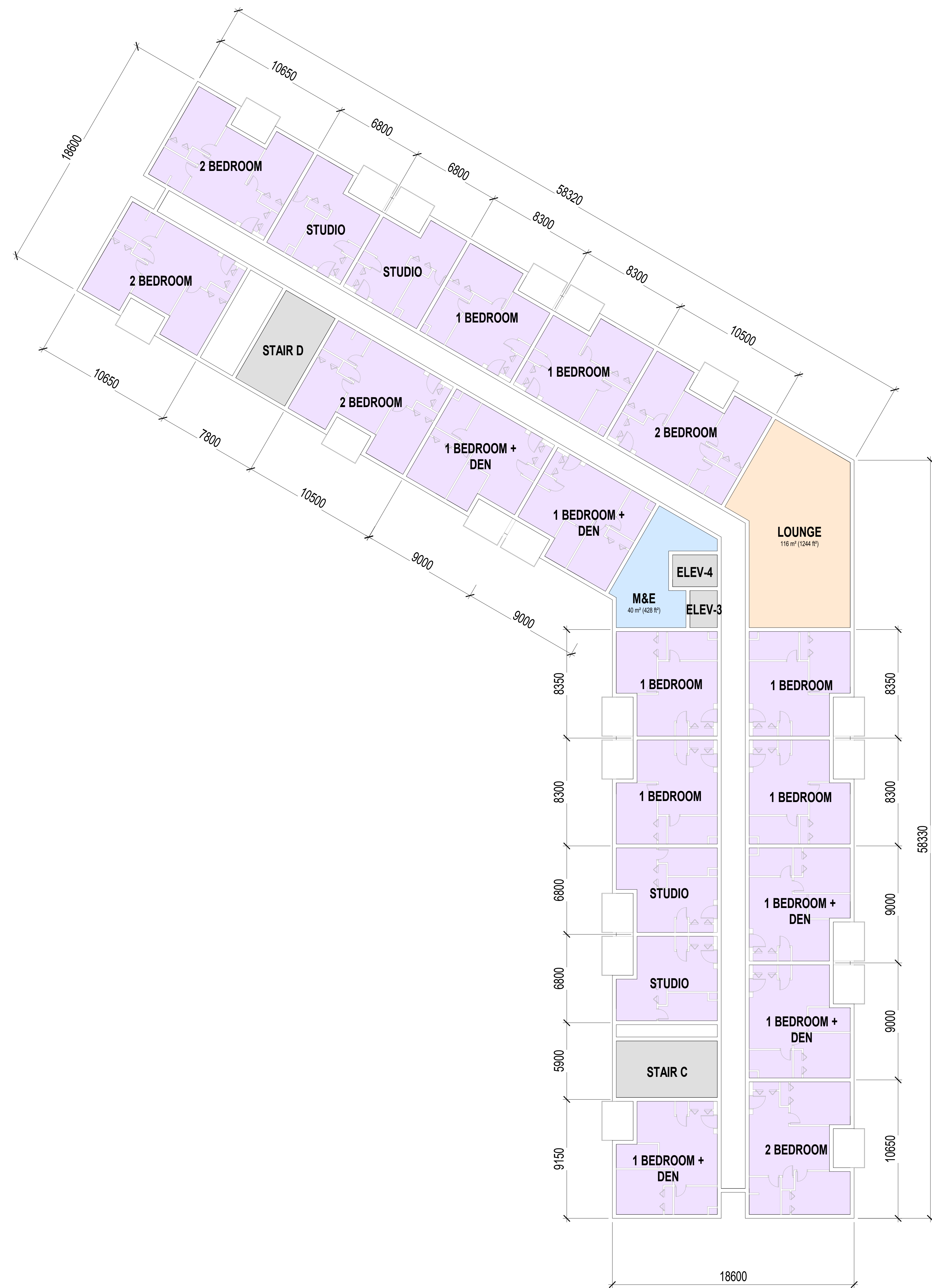


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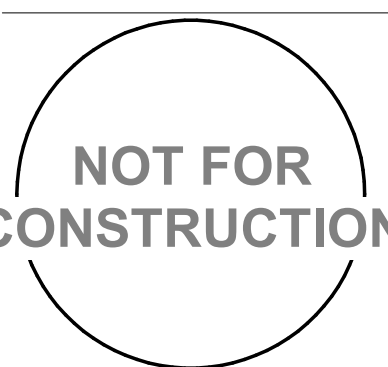


LEGEND

- 1.0 - IL / SL
- 2.0 - AMENITY AREAS
- 4.0 - SUPPORT AREAS
- 5.0 - VERTICAL CIRCULATION



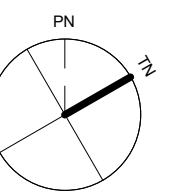
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Ethos Ridge  
Seraf John, New Brunswick

LEVEL 3 - FLOOR PLAN

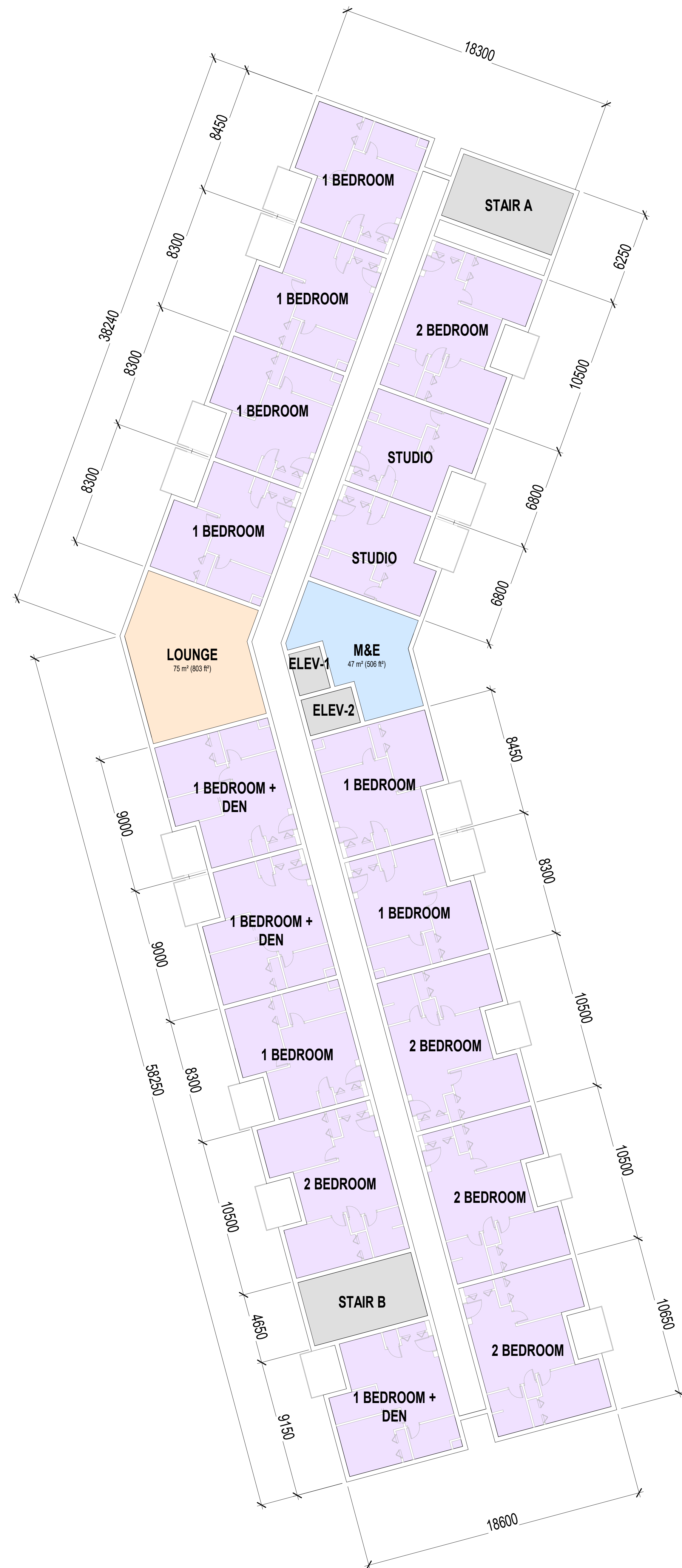
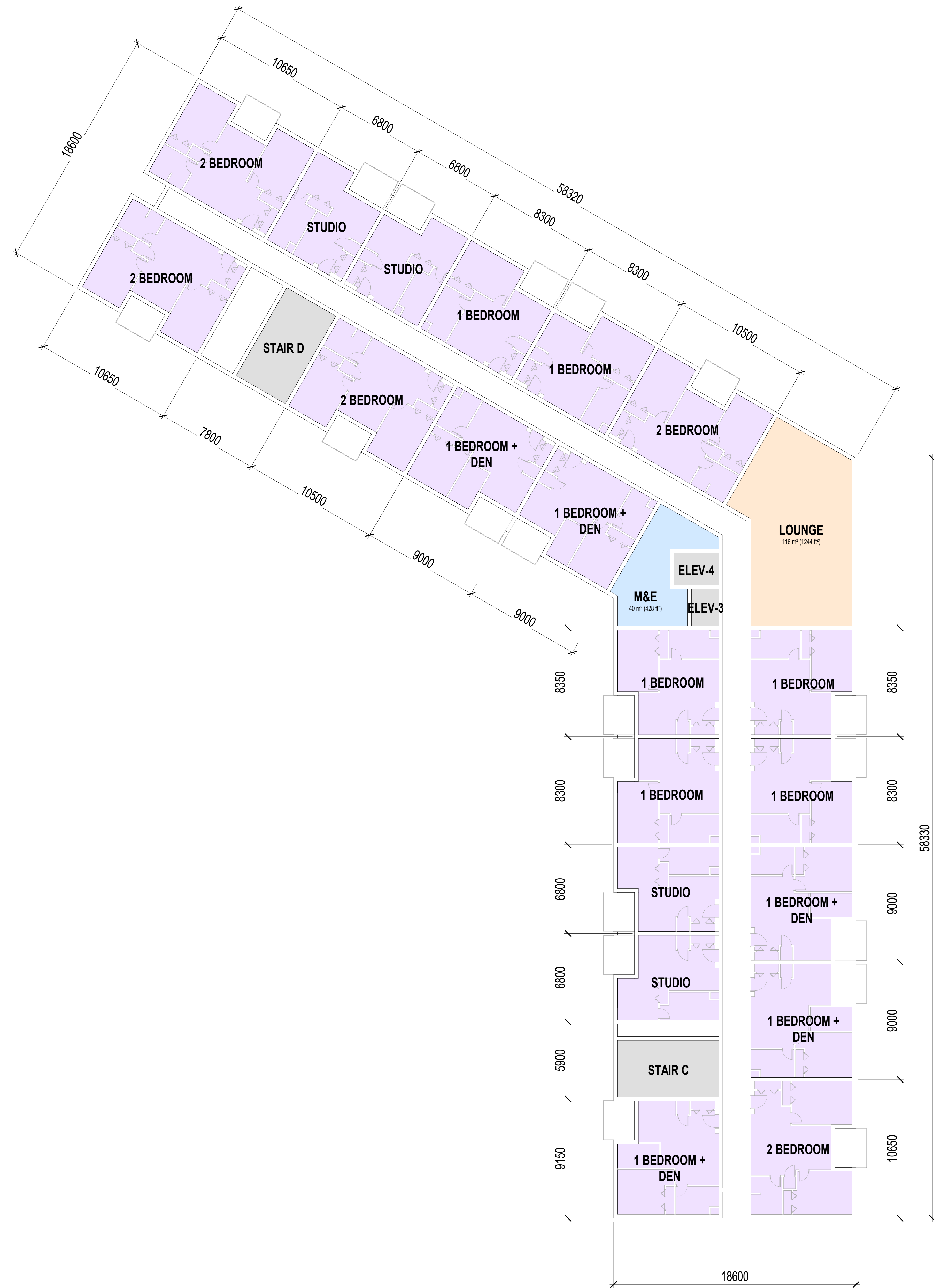


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reviewed by: PS  
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drawing number:



LEGEND

- 1.0 - IL / SL
- 2.0 - AMENITY AREAS
- 4.0 - SUPPORT AREAS
- 5.0 - VERTICAL CIRCULATION



# date: revision: by:

**NOT FOR CONSTRUCTION**

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**Ethos Ridge**  
Seraf John, New Brunswick

**LEVEL 4 - FLOOR PLAN**

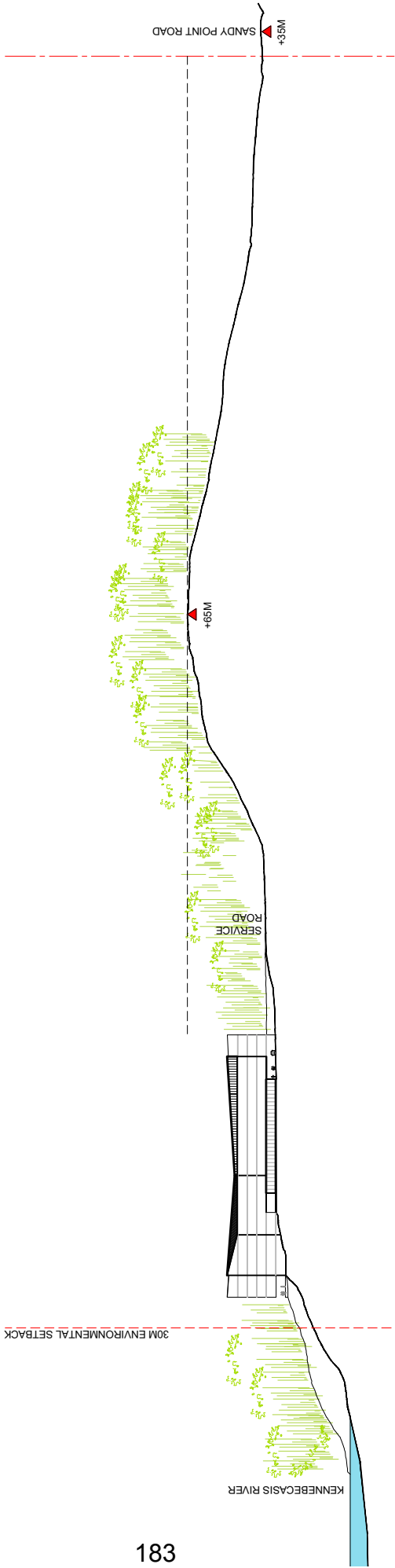


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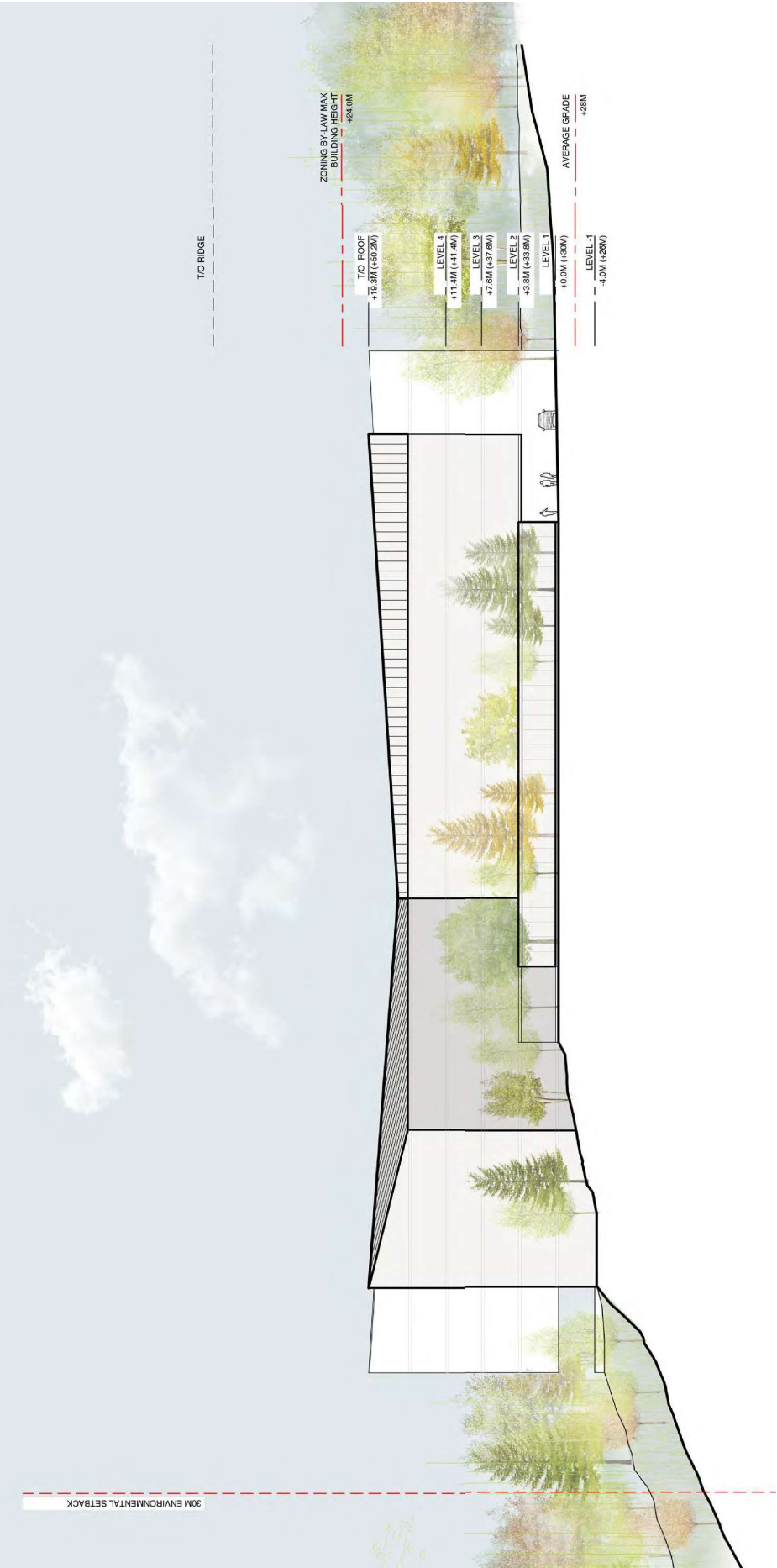


SITE SECTION THROUGH ENTIRE SITE





ELEVATION & MARKERS





## Ethos Ridge Development Traffic Impact Study

### PROJECT NO. 2000116

Prepared by:



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Approved by:



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Senior Transportation Engineer  
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Appendix B	Traffic Counts
Appendix C	Synchro LOS Results
Appendix D	Sight Distance Photos of Sandy Point Road





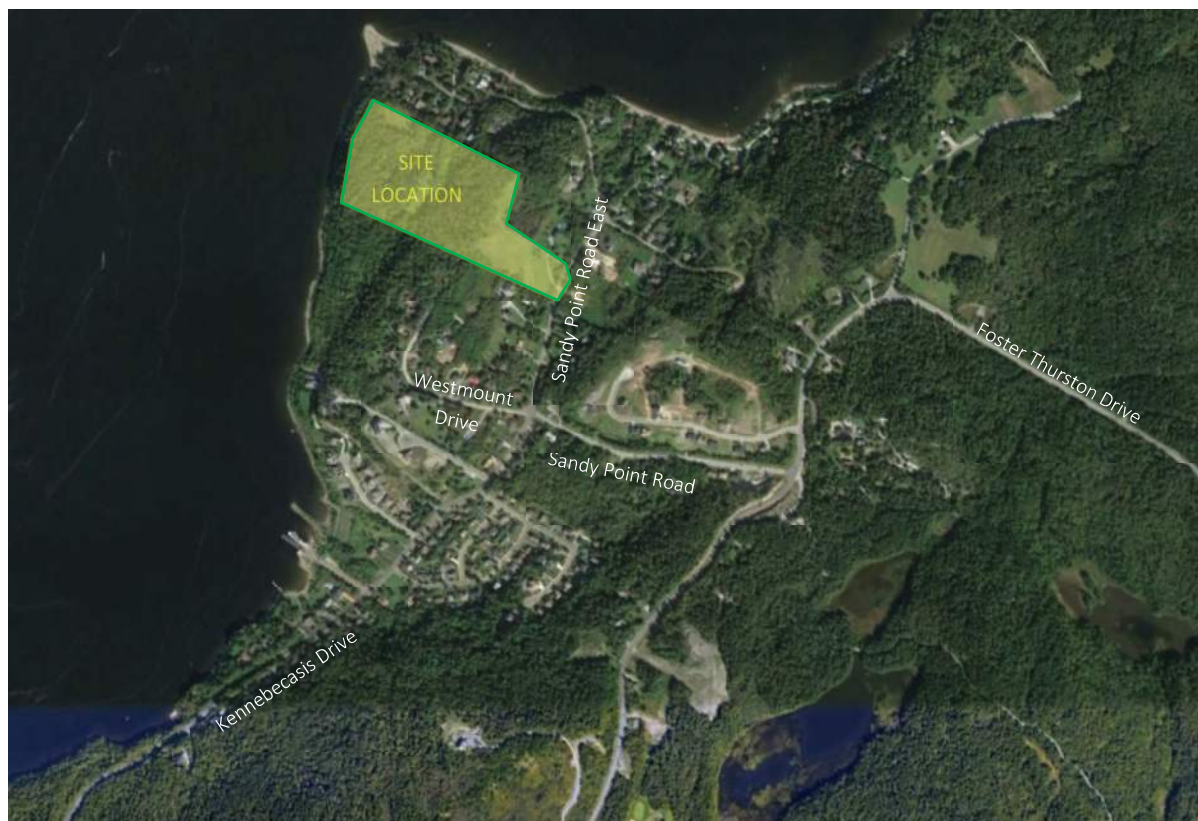
## 1 INTRODUCTION

### 1.1 BACKGROUND

The Ethos Ridge development is proposed in the north end of Saint John, NB between Westmount Drive and Sandy Point Road. The development will consist of a senior adult housing complex with approximately 115 units. The development will be accessible through an access driveway proposed off Sandy Point Road. Ethos Ridge is expected to open in the year 2021. The proposed development location is shown below in **Figure 1** and the development site plan is provided in **Appendix A**.

As part of the development approval process, the City of Saint John has requested that a Traffic Impact Study (TIS) be completed for this development. The City's primary concern is to determine how the new development could impact traffic flow and the location of the proposed access and if it meets industry standards. The Study Area for this TIS includes the intersection of Westmount Drive/Sandy Point Road and Sandy Point Road/Foster Thurston Drive in the vicinity of the development site.

*Figure 1 – Site Location Plan*





## 1.2 STUDY TASKS

The main objectives of this TIS were to estimate how much traffic would be generated by the new development, determine what impacts this new traffic would have on the surrounding street network, and evaluate the access to Sandy Point Road. The following activities were undertaken as part of this study:

- The Study Team visited the site on Wednesday, April 15<sup>th</sup>, 2020;
- Existing traffic volumes were estimated from existing data collection at nearby intersections, and the projection of traffic volumes based on development in the area. Note that a new traffic count was not completed given that results would be unreliable due to COVID-19 restrictions;
- The 2020 traffic volumes were projected forward to 2026 by applying a 1.0% annual growth rate;
- ITE Trip Generation rates were used to estimate the amount of traffic that will be generated by the new development. These were added to the background traffic volumes to estimate the 2026 total traffic volumes with the development in place;
- A LOS analysis was completed for the Study Area using the 2026 background traffic volumes without the development and the 2026 projected traffic volumes with the development in place;
- A sight distance analysis was completed to determine if the driveway access to Sandy Point Road meets Transportation Association of Canada (TAC) guidelines;
- Alternative access location to the development site was reviewed; and
- The methodology, findings, and recommendations of the TIS were documented in this written report.

## 1.3 HORIZON YEAR

A 5-year horizon period was utilized for the analysis. Should all approvals be granted it is expected that the proposed development will be fully operational in 2021, therefore 2026 was chosen as the future horizon year for the analysis.



## 2.0 INFORMATION GATHERING

### 2.1 STREET AND DEVELOPMENT ACCESS CHARACTERISTICS

Sandy Point Road is classified as a local street within the Study Area and mostly serves residential lots and local neighborhood streets. Sandy Point Road intersects Westmount Drive at a stop-controlled intersection, where stop signs are located on the southbound and eastbound approaches, a yield sign is located on the westbound approach and the northbound approach is free flow. Sandy Point Road forms the south and east legs of the intersection while Westmount Drive forms the north leg and Kennebecasis Drive forms the west leg. All intersection approaches have a single lane.

Sandy Point Road (east) has a narrow 6.0m paved surface with narrow gravel shoulders, is striped, and has a speed limit of 50 km/h. There are no sidewalks present on either side of the roadway including directly in front of the development site. The Annual Average Daily Traffic (AADT) volume on Sandy Point Road (east) near the site is estimated to be approximately 600 vehicles per day. The Annual Average Daily Traffic (AADT) volume on Sandy Point Road (south) is estimated to be approximately 1,510 vehicles per day.

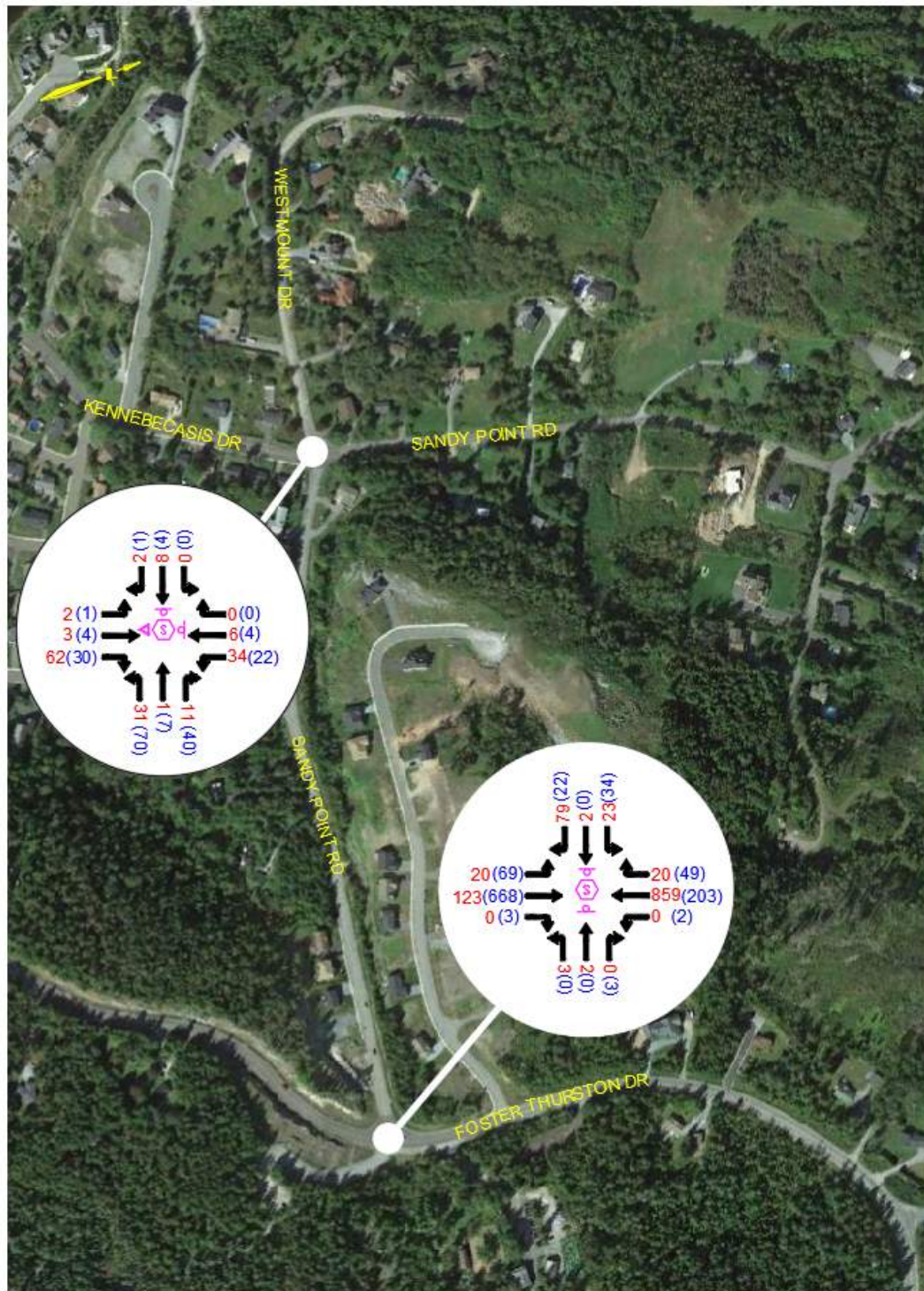
Westmount Drive is classified as a local street. Westmount Drive features curb and gutter along both sides and has a speed limit of 50 km/h. A small number of large single-family residents are located off the roadway. There are no sidewalks present on either side of the road. The Annual Average Daily Traffic (AADT) volume on Westmount Drive is approximately 130 vehicles per day.

### 2.2 TRAFFIC DATA

Traffic patterns have decreased significantly due to the current Covid-19 pandemic. The Study Team determined any data collected in the current situation would not be representative of an average work day, therefore; new traffic counts at the intersection of Sandy Point Road and Westmount Drive were not collected. As an alternative, intersection traffic volumes were estimated using traffic data previously collected by the City at the intersection of Sandy Point Road and Foster Thurston Drive (2015), and data collected by Crandall further west at Kennebecasis Drive and Millidge Avenue (2017). The Sandy Point Road at Foster Thurston Drive 2015 traffic volumes were grown by 10% to meet current day volumes. Traffic volumes were also predicted along Westmount Drive and Sandy Point Road (east) based on trip estimations of the existing developments using the ITE TripGen Web-based App, which is based on the 10<sup>th</sup> Edition of the Institute of Transportation Engineer's (ITE) *Trip Generation Manual*. Using the previous traffic counts and ITE predicted volume counts, the Study Team assembled traffic data at the Study Area intersections. These traffic data were projected forward to estimate the background 2026 volumes using a 1.0% annual growth rate. The 2026 background traffic volumes for the morning and evening peak hours used in the analysis are shown in **Figure 2**. The 2020 traffic volume estimates are included in **Appendix B**.



Figure 2 – 2026 Background Traffic Volumes



LEGEND:

- XXX AM PEAK HOUR VOLUME
- (XXX) PM PEAK HOUR VOLUME
- YIELD SIGN
- STOP SIGN



### 3.0 TRAFFIC GENERATION AND ASSIGNMENT

Trip generation rates for the proposed development were estimated using the ITE TripGen Web-based App, which is based on the 10<sup>th</sup> Edition of the Institute of Transportation Engineer's (ITE) *Trip Generation Manual*. The Developer provided information regarding the size and type of development that is planned. The development will consist of 115 senior adult housing units.

ITE Land Use #252 (Senior Adult Housing - Attached) was used to generate trips for the development. The resulting vehicle trip generation is shown in **Table 1**. No reductions to these trip rates were made to account for trips made by bus or active modes. This represents a worst-case scenario in terms of traffic generation.

*Table 1 – Traffic Generation for the Proposed Development*

Development	Size	AM Peak Hour			PM Peak Hour			Daily Total
		In	Out	Total	In	Out	Total	
Senior Adult Housing (ITE Land Use #252)	115 Units	8	15	23	16	14	30	437

The development traffic was added to Sandy Point Road and Kennebecasis Drive on the distributions shown below in **Table 2**. These distributions were determined based on existing traffic volume distributions along the street.

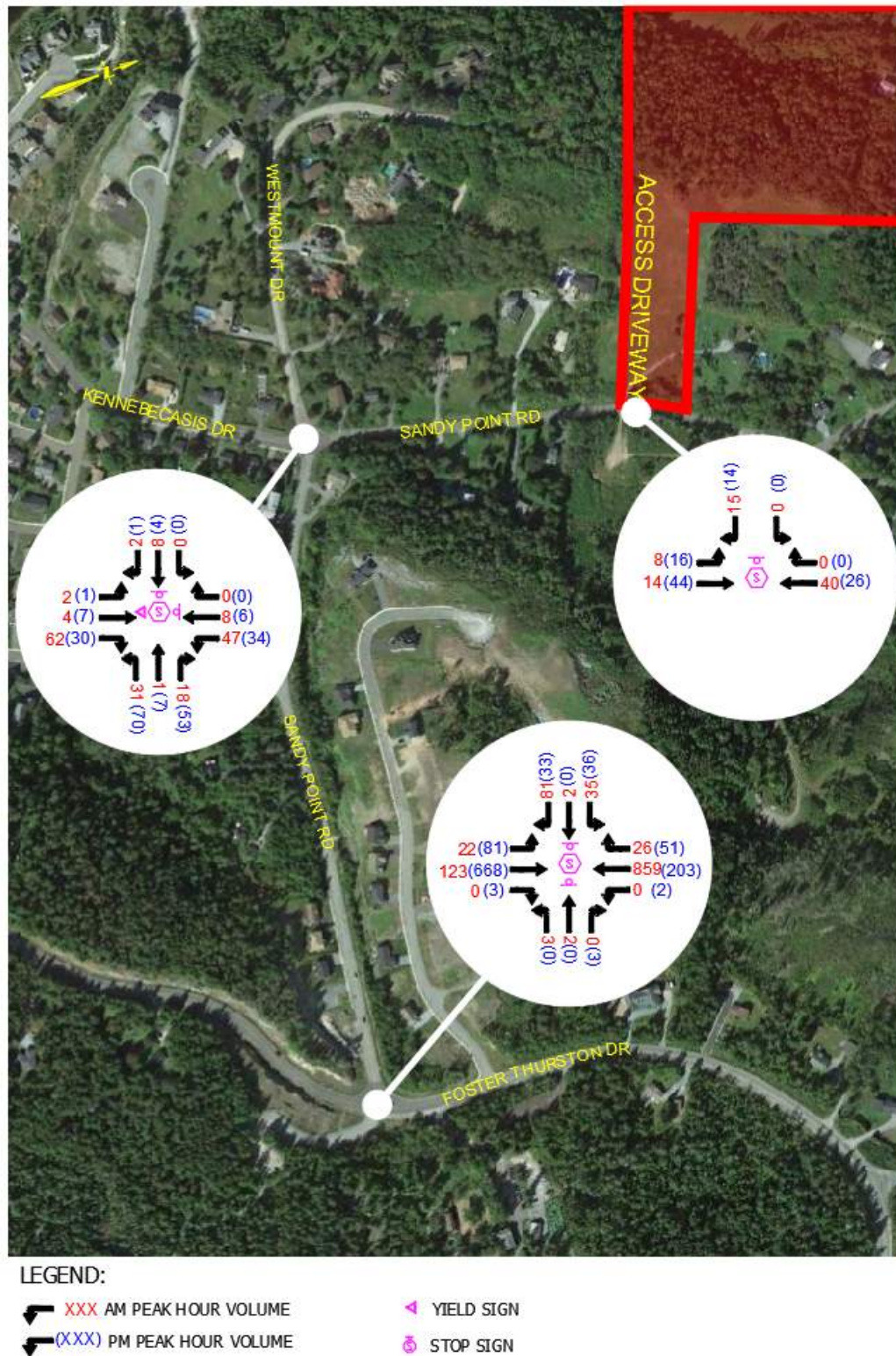
*Table 2 – Development Traffic Assignment Distribution*

Outbound Direction	Distribution
South (via SANDY POINT RD)	84%
West (via KENNEBECASIS DR)	16%
Inbound Direction	Distribution
North (via SANDY POINT RD)	84%
East (via KENNEBECASIS DR)	16%

The peak hour traffic volumes for the 2026 horizon year were estimated by adding the development traffic to the 2026 background traffic volumes. The 2026 traffic volumes with the development in place are shown in **Figure 3**. No other known developments are planned near the Study Area at this time.



Figure 3 – 2026 Traffic Volumes with Development in Place





## 4.0 LEVEL OF SERVICE ANALYSIS

Level of Service (LOS) analyses were completed using Synchro traffic modelling software for the future 5-year (2026) traffic conditions at the primary development access with the development in place. The findings are discussed in this section.

### 4.1 LEVEL OF SERVICE CRITERIA

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

The intersection performance was evaluated mainly in terms of the level of service (LOS), which is a common performance measure of an intersection. The LOS is determined based on vehicle delay and is expressed on a scale of A through F, where LOS A represents very short delay (<10 seconds per vehicle) and LOS F represents very long delay (>50 seconds per vehicle at a stop controlled intersection and >80 seconds per vehicle at a signalized intersection). A LOS D is often considered acceptable in urban locations; however, some communities will accept a LOS E. The LOS criteria for both signalized and stop control intersections are shown in **Table 3**.

*Table 3 – Intersection Level of Service Criteria*

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

In addition to the LOS criteria described above, the volume to capacity (v/c) ratio, the 95<sup>th</sup> percentile queue length, and the average delay were reported for each turning movement.

The analysis results for the 2026 background traffic conditions at Sandy Point Road/Westmount Drive without the development in place were summarized in **Table 4**. The analysis revealed all overall intersection operations during both the AM and PM peak hours operate at an excellent LOS A with no operational deficiencies were identified. Sandy Point Road/Foster Thurston Drive intersection was also






analysed and results and provided in **Table 4**. While the overall intersections are performing excellently, the stop-controlled approaches at Sandy Point Road/Foster Thurston Drive intersection are performing at a satisfactory LOS D.



The analysis results for the 2026 projected traffic conditions with the development at the Sandy Point Road/Westmount Drive intersection would perform similarly to the 2026 background traffic conditions. The access driveway at Sandy Point Road would also operate at an excellent LOS A during both peak hours and no operational deficiencies were identified. Overall, the intersection of Sandy Point Road/Foster Thurston Drive is projected to operate with a 0.2-0.8 second delay increase during the peak hours due to the development. Model outputs for both 2026 background and 2026 projected conditions are provided in **Appendix C**.



Table 4 – 2026 Background and Projected Conditions Level of Service Results

Intersection			Overall LOS & Delay (sec/veh)	Turning Movement LOS Average Delay (seconds per vehicle) [Volume to Capacity Ratio (v/c)] 95 <sup>th</sup> Percentile Queue (m)											
				Eastbound			Westbound			Northbound			Southbound		
East-West Street @ North-South Street	Traffic Control	Time Period		L ↶	T ↑	R ↷	L ↶	T ↑	R ↷	L ↶	T ↑	R ↷	L ↶	T ↑	R ↷
2026 Background Conditions (without development)															
Sandy Point Rd @ Westmount Dr		AM Peak	LOS A 7.6	Shared	A 8.7 [0.07] 2	Shared	Shared	B 10.1 [0.06] 2	Shared	Shared	A 5.3 [0.02] 1	Shared	Shared	A 0.0 [0.0] 0	Shared
		PM Peak	LOS A 6.1	Shared	A 8.7 [0.04] 1	Shared	Shared	B 10.5 [0.04] 1	Shared	Shared	A 4.5 [0.05] 1	Shared	Shared	A 0.0 [0.0] 0	Shared
Sandy Point Rd @ Thurston Dr		AM Peak	LOS A 2.9	Shared	A 1.7 [0.03] 1	Shared	Shared	A 0.0 [0.0] 1	Shared	Shared	D 29.9 [0.03] 1	Shared	Shared	D 27.9 [0.42] 16	Shared
		PM Peak	LOS A 2.3	Shared	A 1.4 [0.06] 1	Shared	Shared	A 0.1 [0.0] 1	Shared	Shared	B 13.6 [0.01] 1	Shared	Shared	C 24.2 [0.25] 8	Shared
2026 Projected Conditions (with development)															
Sandy Point Rd @ Westmount Dr		AM Peak	LOS A 7.5	Shared	A 8.7 [0.07] 2	Shared	Shared	B 10.2 [0.08] 2	Shared	Shared	A 4.6 [0.02] 1	Shared	Shared	A 0.0 [0.0] 0	Shared
		PM Peak	LOS A 6.1	Shared	A 9.0 [0.04] 1	Shared	Shared	B 10.7 [0.07] 2	Shared	Shared	A 4.1 [0.05] 1	Shared	Shared	A 0.0 [0.0] 0	Shared



Intersection			Overall LOS & Delay (sec/veh)	Turning Movement LOS Average Delay (seconds per vehicle) [Volume to Capacity Ratio (v/c)] 95 <sup>th</sup> Percentile Queue (m)											
				Eastbound			Westbound			Northbound			Southbound		
East-West Street @ North-South Street	Traffic Control	Time Period		L ↶	T ↑	R ↷	L ↶	T ↑	R ↷	L ↶	T ↑	R ↷	L ↶	T ↑	R ↷
Sandy Point Rd @ Access Driveway		AM Peak	LOS A 2.5	Shared	A 2.8 [0.01] 1	-	-	0.0 [0.03] <1	Shared	-	-	-	A 8.6 [0.02] 1	-	A 8.6 [0.02] 1
		PM Peak	LOS A 2.4	Shared	A 2.0 [0.01] 1	-	-	0.0 [0.02] <1	Shared	-	-	-	A 8.5 [0.01] 1	-	A 8.5 [0.01] 1
Sandy Point Rd @ Thurston Dr		AM Peak	LOS A 3.7	Shared	A 1.8 [0.03] 1	Shared	Shared	0.0 [0.0] 1	Shared	Shared	D 30.1 [0.03] 1	Shared	Shared	D 32.9 [0.51] 21	Shared
		PM Peak	LOS A 2.7	Shared	A 1.6 [0.07] 2	Shared	Shared	0.1 [0.0] 1	Shared	Shared	B 13.6 [0.01] 1	Shared	Shared	C 24.1 [0.29] 9	Shared



## 5.0 ACCESS CONSIDERATIONS

This section provides a summary of the access considerations that were reviewed for the development. The proposed access is located on the south end of the development site, on the north side of Sandy Point Road. To satisfy sight distance requirements, it is recommended to locate the proposed access approximately 270.0m north of the Sandy Point Road/Westmount Drive intersection where an existing residential driveway is located. The existing residential driveway should be relocated to the east on Sandy Point Road a minimum of 5.0m from the development access.

### **SIGHT DISTANCE ANALYSIS:**

A sight distance analysis was completed using the guidelines set forth in *TAC's Geometric Design Guide for Canadian Roads (2017)*. Table 9.9.4 of the TAC guideline provides minimum stopping sight distances for various posted speed limits. To be conservative in this analysis, a design speed of 60 km/h was selected (posted speed plus 10 km/h).

The TAC Guidelines require 130m of turning sight distance be provided for vehicles turning left onto a roadway for a 60 km/h design speed and 110m of turning sight distance be provided for vehicles turning right onto a roadway with a 60km/h design speed. The minimum required stopping sight distance is 85m on Sandy Point Road for a 60 km/h design speed.

TAC Guidelines use a driver eye height of 1.08m, an object height of 1.30m when measuring turning sight distance and an object height of 0.60m when measuring stopping sight distance. In summary the following criteria were applied in this analysis:

*Table 5 - Sight Distance Criteria*

Criteria	Value
Design Speed	60 km/h
Minimum Turning Sight Distance (TSD) Required for left turn	130m
Minimum Turning Sight Distance (TSD) Required for right turn	110m
Minimum Stopping Sight Distance (SSD) Required	85m
Driver Eye Height	1.08m
Object Height	0.60m for stopping sight distance 1.30m for turning sight distance
Location of Approaching Vehicle	1.0m from centerline of roadway
Driver Eye Location at Access	4.4m from edge of lane, centered on access

Sight distances were measured on site and using aerial mapping and topographic survey. Measured sight distances are shown in **Figure 4** and the results are summarized in **Table 6** and discussed as follows:

At the Access Driveway, the existing sight distance to the west on Sandy Point Road is measured at approximately 255.0m and exceeds the minimum turning sight distance for left turns of 130m and the minimum stopping sight distance of 85m for a 60 km/h design speed. The sight distance to the east is approximately 160.6m which exceeds the minimum turning sight distance for left turns of 130m and the stopping sight distance of 85m. Vertical constraints were difficult to perceive to the east of the access



driveway and so Sandy Point Road profile was recorded and a sight distance analysis performed which is shown in **Appendix D**. The vertical curvature of Sandy Point Road shows an average slope of 8.5% to the east of the site and an average slope of 3.1% west of the site. Sight distances and roadway curvature to the east and west of Sandy Point Road access driveway are shown in the site photos in **Appendix E**.

*Table 6 - Sight Distance Measurement Summary*

	Existing SD	Required SSD for 60 km/h	Required TSD for 60 km/h	Desired TSD Met?	Desired SSD Met?
Sight Distance to the West	255.0m	85m	130m	Yes	Yes
Sight Distance to the East	160.6m	85m	130m	Yes	Yes



Figure 4 – Sight Distance along Sandy Point Road





## 6.0 SUMMARY AND CONCLUSIONS

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

1. The Ethos Ridge development is proposed in Saint John, NB between Westmount Drive and Sandy Point Road. The development will consist of a senior adult housing complex with approximately 115 units. The development would be accessible through an access driveway proposed off Sandy Point Road. Ethos Ridge is expected to open in the year 2021.
2. It is expected that the proposed development would generate 23 vehicle trips in the AM Peak hour (8 entering/15 exiting), 30 vehicle trips in the PM Peak hour (16 entering/14 exiting), and 437 vehicles daily.
3. It is recommended to locate the development access approximately 270 m east of the Sandy Point Road/Westmount Drive intersection as this location would satisfy the minimum turning sight distance of 130m and stopping sight distance of 85m. It is recommended the existing residential driveway at this location be relocated east by at least 5.0m, the minimum driveway separation.
4. The LOS results for the 2026 horizon period with the development in place suggest that the trips generated by the proposed development would not be expected to have a significant impact on traffic operations along Sandy Point Road. Increases in delay at the Sandy Point Road/Westmount Drive intersection would be marginal. No transportation infrastructure improvements would be required as a result of the proposed development.
5. The Sandy Point Road/Foster Thurston Road intersection was also analysed. Impacts to the intersection delays caused by development traffic would be negligible. The intersection would continue to operate at an excellent LOS A and all individual turning movements would remain well below capacity. The City has previously identified this intersection as a candidate for upgrades to address sight distance issues. Timing of the upgrades are not known at this time.

We trust the enclosed to your satisfaction. If, however, additional information should be required, please communicate with the undersigned.

Yours very truly,



Adriana Terán, P.Eng  
Traffic Engineer



## **APPENDIX A – DEVELOPMENT SITE PLAN**





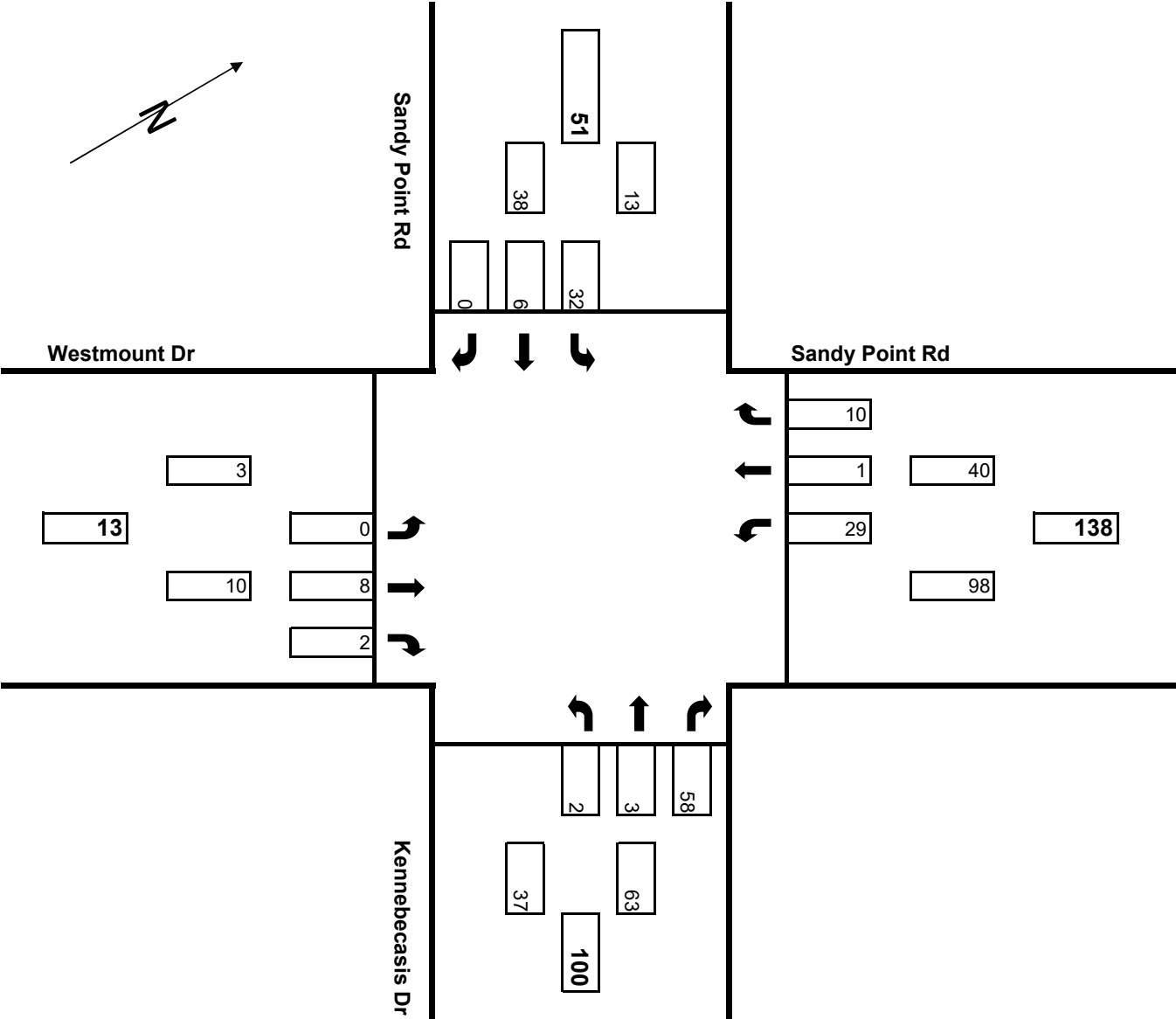


**APPENDIX B – TRAFFIC COUNTS**



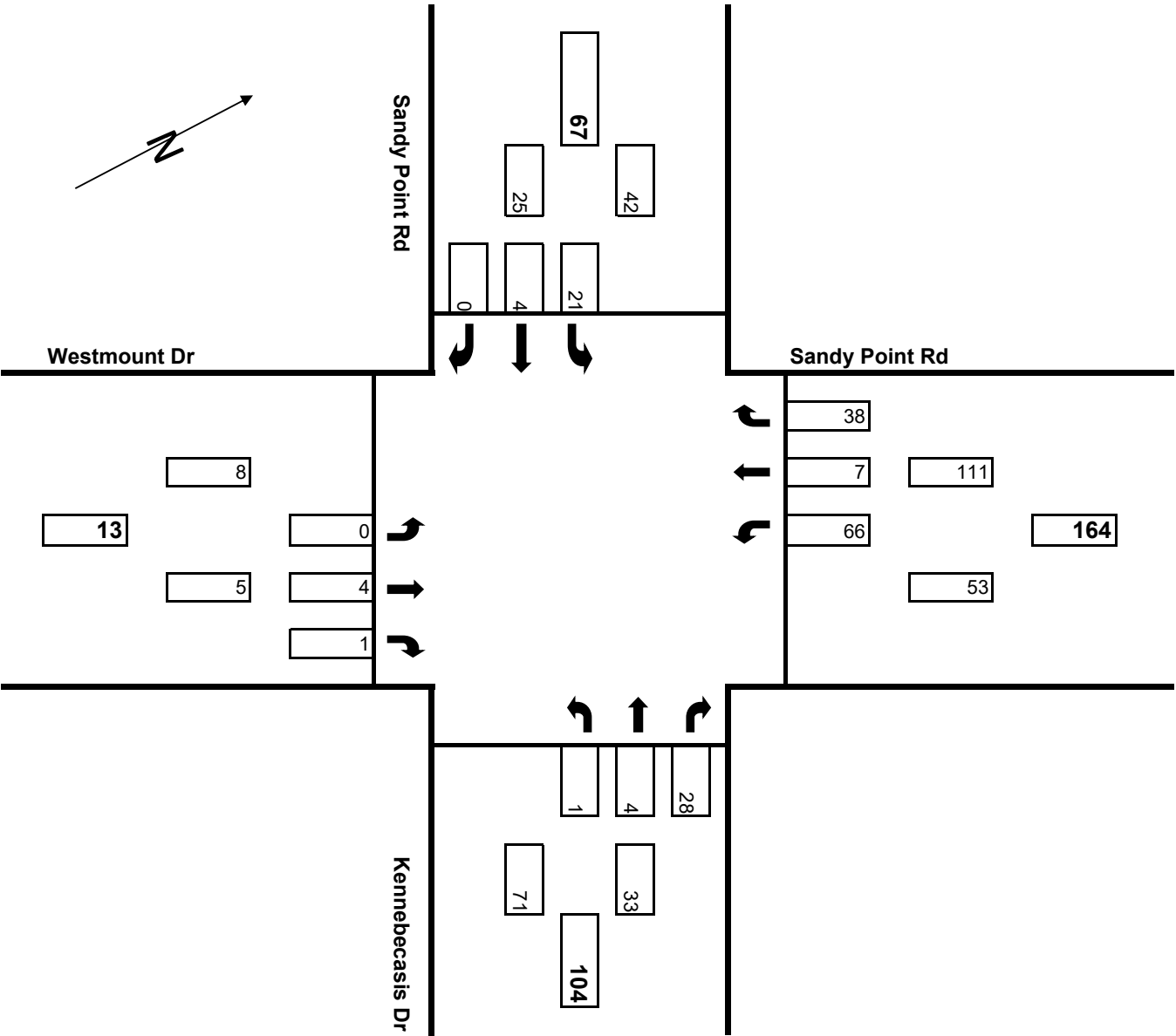
Sandy Point Rd/Westmount Dr/Kennebecasis Dr

AM Peak Hour 8:00-9:00





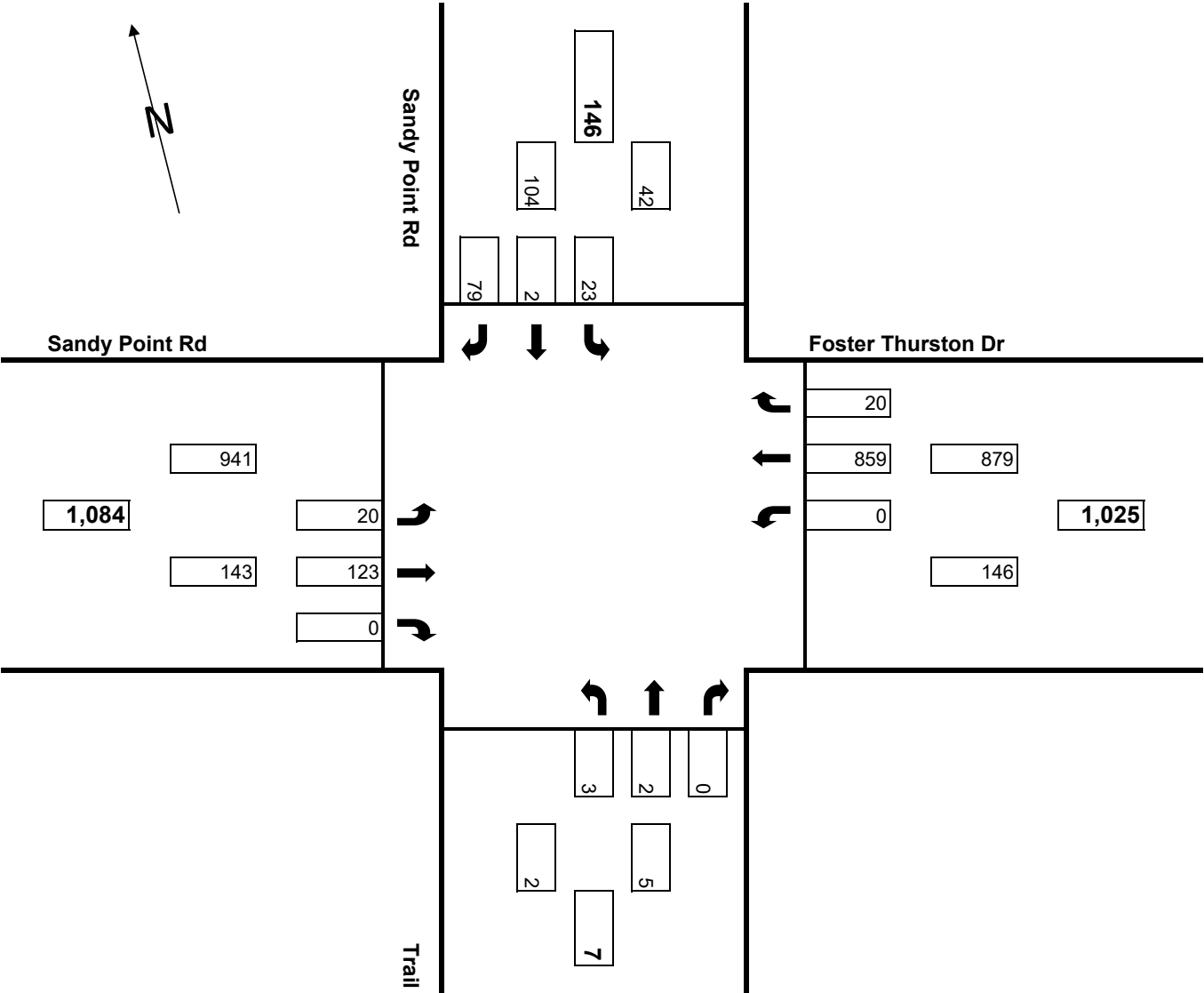
**PM Peak Hour 16:00-17:00**





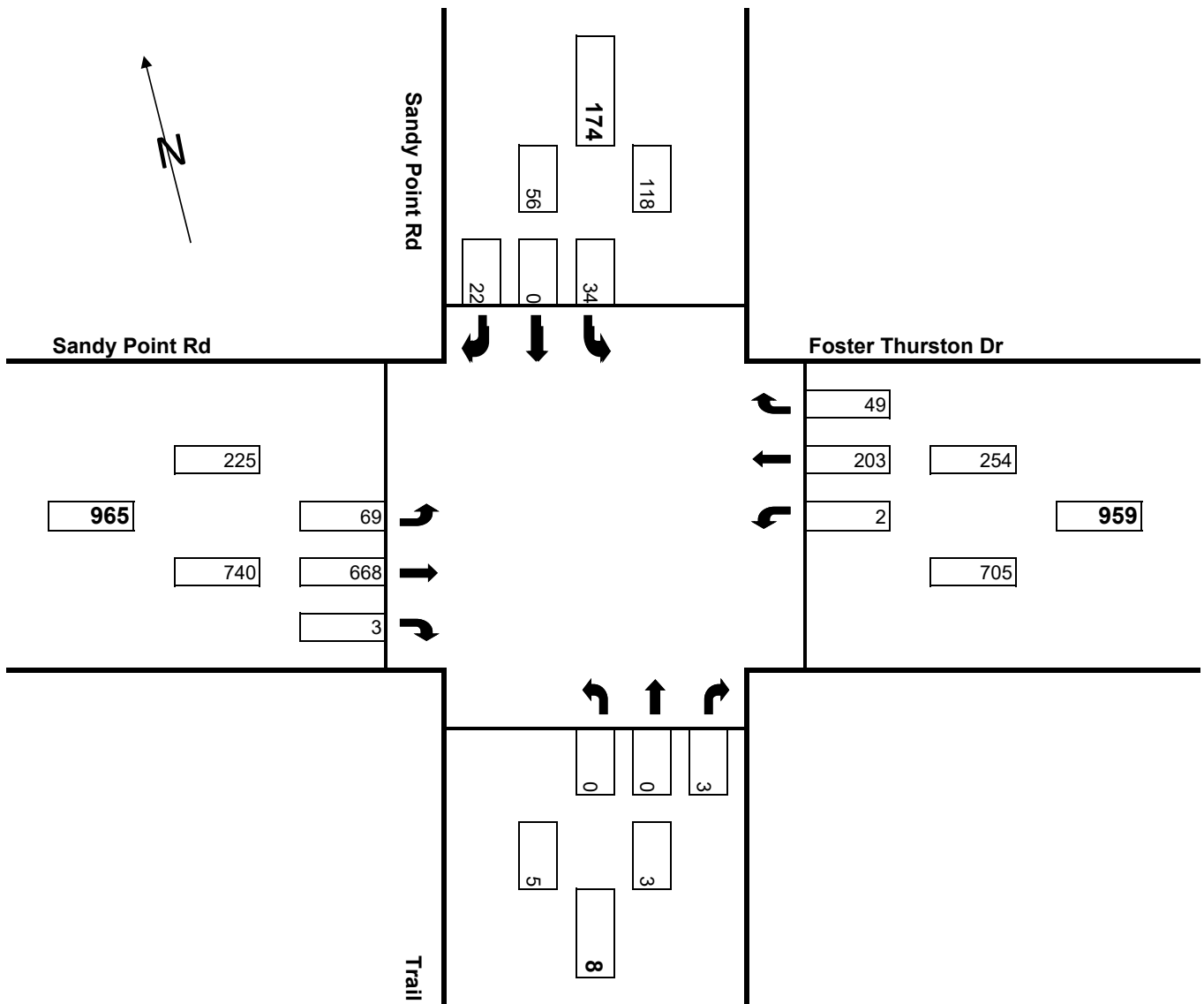
Sandy Point Rd/Foster Thurston Dr

AM Peak Hour 8:00-9:00





**PM Peak Hour 16:00-17:00**





















**APPENDIX C – SYNCHRO LOS RESULTS**



Ethos Ridge TIS  
1: Sandy Point Rd & Kennebecasis Dr & Westmount Dr

2026 Background Conditions

Timing Plan: AM Peak

















												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	2	3	62	34	6	0	31	1	11	0	8	2
Future Volume (Veh/h)	2	3	62	34	6	0	31	1	11	0	8	2
Sign Control		Yield			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	2	3	67	37	7	0	34	1	12	0	9	2
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	None								None			
Median storage veh												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	88	91	10	154	86	7	11	13				
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	88	91	10	154	86	7	11	13				
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1	4.1				
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2	2.2				
p0 queue free %	100	100	94	95	99	100	98	100				
cM capacity (veh/h)	876	782	1071	748	787	1075	1608	1606				
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total	72	44	47	11								
Volume Left	2	37	34	0								
Volume Right	67	0	12	2								
cSH	1049	754	1608	1606								
Volume to Capacity	0.07	0.06	0.02	0.00								
Queue Length 95th (m)	1.8	1.5	0.5	0.0								
Control Delay (s)	8.7	10.1	5.3	0.0								
Lane LOS	A	B	A									
Approach Delay (s)	8.7	10.1	5.3	0.0								
Approach LOS	A	B										
Intersection Summary												
Average Delay	7.6											
Intersection Capacity Utilization	24.6%			ICU Level of Service					A			
Analysis Period (min)	15											



Ethos Ridge TIS  
6: Sandy Point Rd

2026 Background Conditions

Timing Plan: AM Peak

















												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	20	123	0	0	859	20	3	2	0	23	2	79
Future Volume (Veh/h)	20	123	0	0	859	20	3	2	0	23	2	79
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	22	134	0	0	934	22	3	2	0	25	2	86
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage (veh)												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	956			134			1124	1134	134	1124	1123	945
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	956			134			1124	1134	134	1124	1123	945
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	97			100			98	99	100	86	99	73
cM capacity (veh/h)	719			1451			129	196	915	177	199	318
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total	156	956	5	113								
Volume Left	22	0	3	25								
Volume Right	0	22	0	86								
cSH	719	1451	150	268								
Volume to Capacity	0.03	0.00	0.03	0.42								
Queue Length 95th (m)	0.8	0.0	0.8	15.9								
Control Delay (s)	1.7	0.0	29.9	27.9								
Lane LOS	A		D	D								
Approach Delay (s)	1.7	0.0	29.9	27.9								
Approach LOS			D	D								
Intersection Summary												
Average Delay			2.9									
Intersection Capacity Utilization			59.4%		ICU Level of Service				B			
Analysis Period (min)			15									



Ethos Ridge TIS  
1: Sandy Point Rd & Kennebecasis Dr & Westmount Dr

2026 Background Conditions

Timing Plan: PM Peak

















												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	1	4	30	22	4	0	70	7	40	0	4	1
Future Volume (Veh/h)	1	4	30	22	4	0	70	7	40	0	4	1
Sign Control		Yield			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	1	4	33	24	4	0	76	8	43	0	4	1
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	None								None			
Median storage (veh)												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	188	208	4	221	186	30	5			51		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	188	208	4	221	186	30	5			51		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	99	97	96	99	100	95			100		
cM capacity (veh/h)	741	657	1079	684	675	1045	1616			1555		
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total	38	28	127	5								
Volume Left	1	24	76	0								
Volume Right	33	0	43	1								
cSH	999	682	1616	1555								
Volume to Capacity	0.04	0.04	0.05	0.00								
Queue Length 95th (m)	0.9	1.0	1.2	0.0								
Control Delay (s)	8.7	10.5	4.5	0.0								
Lane LOS	A	B	A									
Approach Delay (s)	8.7	10.5	4.5	0.0								
Approach LOS	A	B										
Intersection Summary												
Average Delay			6.1									
Intersection Capacity Utilization			28.1%		ICU Level of Service					A		
Analysis Period (min)			15									



Ethos Ridge TIS  
2: Sandy Point Rd & Foster Thurston Dr

2020 Background Conditions

Timing Plan: PM Peak

















												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	69	668	3	2	203	49	0	0	3	34	0	22
Future Volume (Veh/h)	69	668	3	2	203	49	0	0	3	34	0	22
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	75	726	3	2	221	53	0	0	3	37	0	24
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage (veh)												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	221			729			1129	1102	728	1132	1130	248
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	221			729			1129	1102	728	1132	1130	248
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	94			100			100	100	99	78	100	97
cM capacity (veh/h)	1348			875			168	199	424	171	192	791
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total	804	276	3	61								
Volume Left	75	2	0	37								
Volume Right	3	53	3	24								
cSH	1348	875	424	247								
Volume to Capacity	0.06	0.00	0.01	0.25								
Queue Length 95th (m)	1.4	0.1	0.2	7.5								
Control Delay (s)	1.4	0.1	13.6	24.2								
Lane LOS	A	A	B	C								
Approach Delay (s)	1.4	0.1	13.6	24.2								
Approach LOS			B	C								
Intersection Summary												
Average Delay			2.3									
Intersection Capacity Utilization			72.8%	ICU Level of Service					C			
Analysis Period (min)			15									



Ethos Ridge TIS  
1: Sandy Point Rd & Kennebecasis Dr & Westmount Dr

2026 Projected Conditions

Timing Plan: AM Peak

















												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	2	4	62	47	8	0	31	1	18	0	8	2
Future Volume (Veh/h)	2	4	62	47	8	0	31	1	18	0	8	2
Sign Control		Yield			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	2	4	67	51	9	0	34	1	20	0	9	2
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage veh												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	94	99	10	158	90	11	11			21		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	94	99	10	158	90	11	11			21		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	99	94	93	99	100	98			100		
cM capacity (veh/h)	868	774	1071	742	783	1070	1608			1595		
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total	73	60	55	11								
Volume Left	2	51	34	0								
Volume Right	67	0	20	2								
cSH	1043	748	1608	1595								
Volume to Capacity	0.07	0.08	0.02	0.00								
Queue Length 95th (m)	1.8	2.1	0.5	0.0								
Control Delay (s)	8.7	10.2	4.6	0.0								
Lane LOS	A	B	A									
Approach Delay (s)	8.7	10.2	4.6	0.0								
Approach LOS	A	B										
Intersection Summary												
Average Delay			7.5									
Intersection Capacity Utilization			25.9%	ICU Level of Service						A		
Analysis Period (min)			15									



Ethos Ridge TIS  
3: Sandy Point Rd & Foster Thurston Dr

2026 Projected Conditions

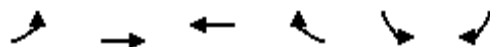
Timing Plan: AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	22	123	0	0	859	26	3	2	0	35	2	81
Future Volume (Veh/h)	22	123	0	0	859	26	3	2	0	35	2	81
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	24	134	0	0	934	28	3	2	0	38	2	88
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	None			None								
Median storage (veh)												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	934			134			1131	1116	134	1131	1130	948
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	934			134			1131	1116	134	1131	1130	948
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	97			100			98	99	100	78	99	72
cM capacity (veh/h)	733			1451			126	201	915	175	197	316
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total	158	962	5	128								
Volume Left	24	0	3	38								
Volume Right	0	28	0	88								
cSH	733	1451	148	253								
Volume to Capacity	0.03	0.00	0.03	0.51								
Queue Length 95th (m)	0.8	0.0	0.8	21.0								
Control Delay (s)	1.8	0.0	30.1	32.9								
Lane LOS	A		D	D								
Approach Delay (s)	1.8	0.0	30.1	32.9								
Approach LOS			D	D								
Intersection Summary												
Average Delay			3.7									
Intersection Capacity Utilization			60.7%		ICU Level of Service				B			
Analysis Period (min)			15									



Ethos Ridge TIS  
2: Sandy Point Rd & Access Rd

2026 Projected Conditions  
Timing Plan: AM Peak



















Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	8	14	40	0	0	15
Future Volume (Veh/h)	8	14	40	0	0	15
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	9	15	43	0	0	16
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage (veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	43				76	43
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	43				76	43
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	99				100	98
cM capacity (veh/h)	1566				922	1027
Direction, Lane #	EB 1	WB 1	SB 1			
Volume Total	24	43	16			
Volume Left	9	0	0			
Volume Right	0	0	16			
cSH	1566	1700	1027			
Volume to Capacity	0.01	0.03	0.02			
Queue Length 95th (m)	0.1	0.0	0.4			
Control Delay (s)	2.8	0.0	8.6			
Lane LOS	A		A			
Approach Delay (s)	2.8	0.0	8.6			
Approach LOS			A			
<b>Intersection Summary</b>						
Average Delay			2.5			
Intersection Capacity Utilization			17.8%	ICU Level of Service		A
Analysis Period (min)			15			



Ethos Ridge TIS  
1: Sandy Point Rd & Kennebecasis Dr & Westmount Dr

2026 Projected Conditions

















Timing Plan: PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	1	7	30	34	6	0	70	7	53	0	4	1
Future Volume (Veh/h)	1	7	30	34	6	0	70	7	53	0	4	1
Sign Control		Yield			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	1	8	33	37	7	0	76	8	58	0	4	1
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	None								None			
Median storage (veh)												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	197	222	4	230	194	37	5			66		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	197	222	4	230	194	37	5			66		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	99	97	94	99	100	95			100		
cM capacity (veh/h)	729	644	1079	671	668	1035	1616			1536		
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total	42	44	142	5								
Volume Left	1	37	76	0								
Volume Right	33	0	58	1								
cSH	946	670	1616	1536								
Volume to Capacity	0.04	0.07	0.05	0.00								
Queue Length 95th (m)	1.1	1.7	1.2	0.0								
Control Delay (s)	9.0	10.7	4.1	0.0								
Lane LOS	A	B	A									
Approach Delay (s)	9.0	10.7	4.1	0.0								
Approach LOS	A	B										
Intersection Summary												
Average Delay			6.1									
Intersection Capacity Utilization			29.7%	ICU Level of Service					A			
Analysis Period (min)			15									



Ethos Ridge TIS  
8: Sandy Point Rd & Foster Thurston Dr

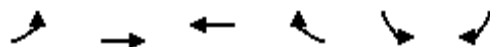
2026 Projected Conditions  
Timing Plan: PM Peak




												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	81	668	3	2	203	51	0	0	3	36	0	33
Future Volume (Veh/h)	81	668	3	2	203	51	0	0	3	36	0	33
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	88	726	3	2	221	55	0	0	3	39	0	36
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage (veh)												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	221			729			1156	1128	728	1159	1158	248
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	221			729			1156	1128	728	1159	1158	248
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	93			100			100	100	99	76	100	95
cM capacity (veh/h)	1348			875			157	190	424	163	183	790
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total	817	278	3	75								
Volume Left	88	2	0	39								
Volume Right	3	55	3	36								
cSH	1348	875	424	263								
Volume to Capacity	0.07	0.00	0.01	0.29								
Queue Length 95th (m)	1.7	0.1	0.2	9.1								
Control Delay (s)	1.6	0.1	13.6	24.1								
Lane LOS	A	A	B	C								
Approach Delay (s)	1.6	0.1	13.6	24.1								
Approach LOS			B	C								
Intersection Summary												
Average Delay			2.7									
Intersection Capacity Utilization			74.4%		ICU Level of Service				D			
Analysis Period (min)			15									



Ethos Ridge TIS  
2: Sandy Point Rd & Access Rd

2026 Projected Conditions  
Timing Plan: PM Peak



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	16	44	26	0	0	14
Future Volume (Veh/h)	16	44	26	0	0	14
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	17	48	28	0	0	15
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage veh						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	28				110	28
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	28				110	28
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	99				100	99
cM capacity (veh/h)	1585				878	1047
Direction, Lane #	EB 1	WB 1	SB 1			
Volume Total	65	28	15			
Volume Left	17	0	0			
Volume Right	0	0	15			
cSH	1585	1700	1047			
Volume to Capacity	0.01	0.02	0.01			
Queue Length 95th (m)	0.3	0.0	0.3			
Control Delay (s)	2.0	0.0	8.5			
Lane LOS	A		A			
Approach Delay (s)	2.0	0.0	8.5			
Approach LOS			A			
Intersection Summary						
Average Delay			2.4			
Intersection Capacity Utilization			19.9%	ICU Level of Service		A
Analysis Period (min)			15			

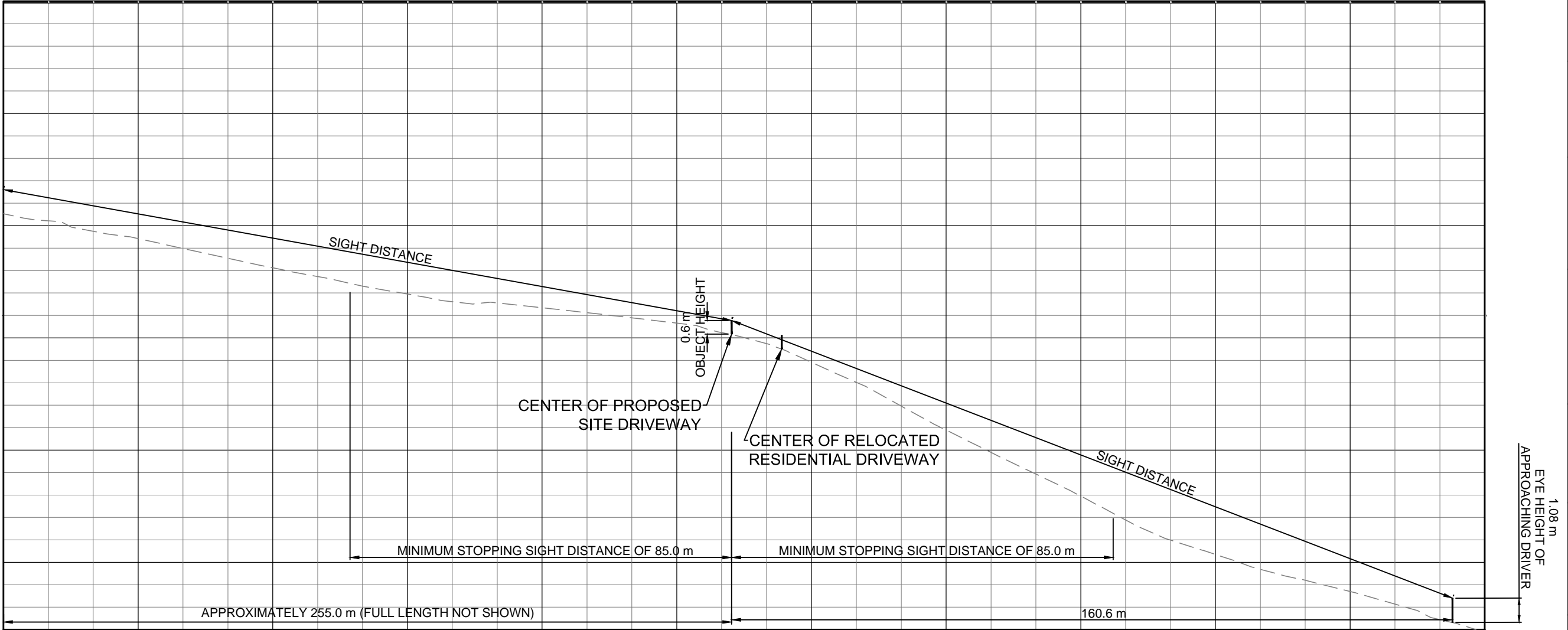



## **APPENDIX D – SIGHT DISTANCE ANALYSIS AND PROFILE OF SANDY POINT ROAD**





NOTES				
NO.	DATE	REVISIONS	BY	APPR.





**crandall**  
A DIVISION OF ENGLADE

**PRELIMINARY ONLY**  
DATE PLOTTED: May 26, 2021  
NOT TO BE USED FOR CONSTRUCTION

PROJECT TITLE

**TRAFFIC IMPACT STUDY  
ETHOS RIDGE DEVELOPMENT**

LOCATION

N.B.

DRAWING TITLE

**SANDY POINT ROAD PROFILE  
STOPPING SIGHT  
DISTANCE CHECK**

Scale

5m 0 10m

1:500 Horizontal (Full Scale)

5m 0 1m

1:50 Vertical (Full Scale)

Drawn By

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Checked By

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Sheet

---- of 00

Design By

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Cadd Check

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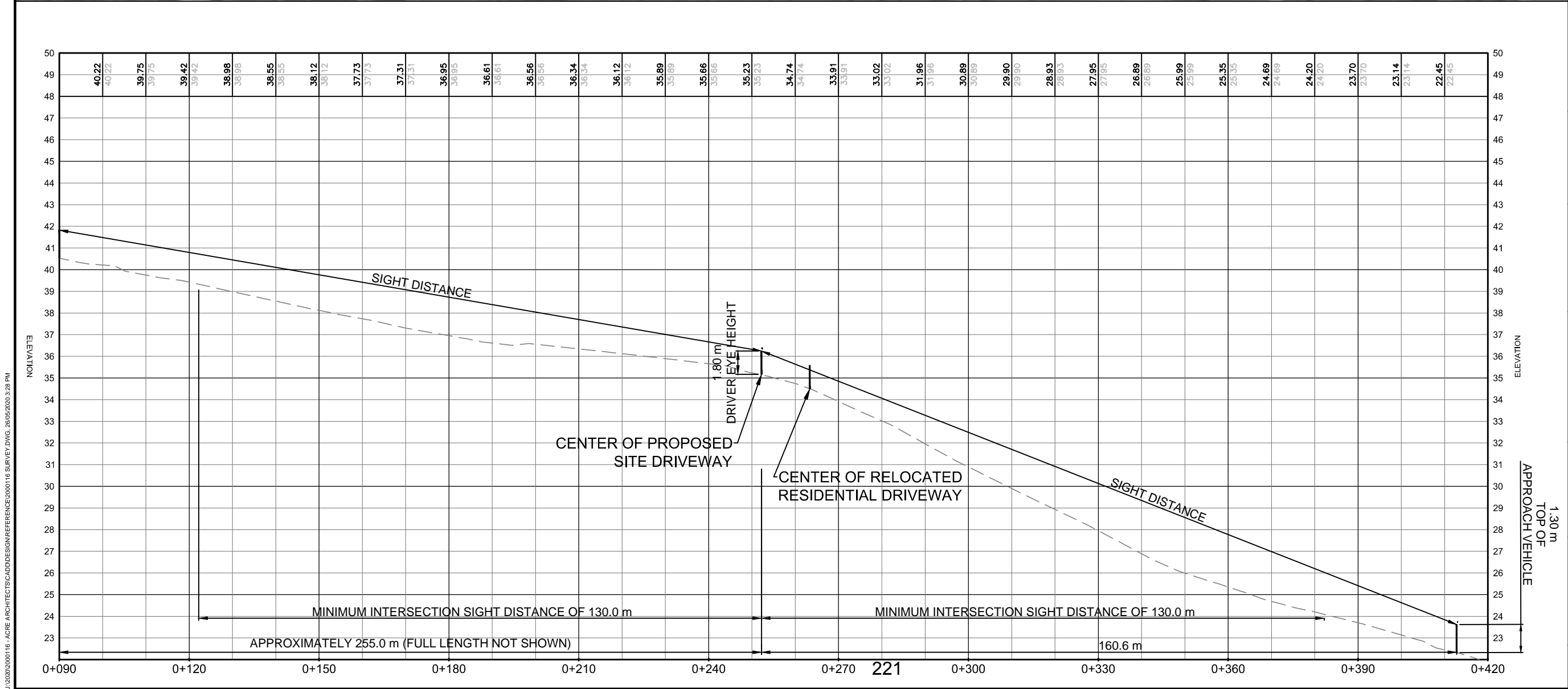
File Name

2000116 SURVEY.DWG

Drawing No.


C-01





NOTES

NO.	DATE	REVISIONS	BY	APPR.



**crandall**  
A DIVISION OF ENGLIDE

PRELIMINARY ONLY

DATE PLOTTED: May 26, 2021

NOT TO BE USED FOR CONSTRUCTION

PROJECT TITLE

TRAFFIC IMPACT STUDY  
ETHOS RIDGE DEVELOPMENT

LOCATION

N.B.

DRAWING TITLE

SANDY POINT ROAD PROFILE  
INTERSECTION SIGHT  
DISTANCE CHECK

Scale  
5m 0 10m  
1:500 Horizontal (Full Scale)  
.5m 0 1m  
1:50 Vertical (Full Scale)

Drawn By  
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Design By  
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File Name

2000116 SURVEY.DWG

Drawing No.

C-02



**APPENDIX E – SIGHT DISTANCE PHOTOS OF SANDY POINT ROAD**



**VIEW FROM THE EAST APPROACH OF ACCESS DRIVEWAY  
(SIGHT DISTANCE = 63.4M)**





**VIEW TO THE EAST AT THE ACCESS DRIVEWAY LIMITED BY VERTICAL CONSTRAINTS  
(SIGHT DISTANCE = 63.4M)**





**VIEW TO THE WEST AT THE ACCESS DRIVEWAY  
(SIGHT DISTANCE = 250.0M)**





## Ethos Ridge

2100 Sandy Point Road  
Saint John, NB  
506 647 2715

Planning & Advisory Committee  
City of Saint John

March 12, 2021

Dear Planning and Advisory Committee,

This letter serves to fulfill your request for a description of the public benefits associated with our proposed senior living development, Ethos Ridge, located at 2100 Sandy Point Road. We have included details to facilitate the draft conditions to be included with staff recommendations but understand that a separate developer agreement will be drafted with greater detail as part of the approval process.

### Traffic Improvements

While the Traffic Study does not recommend physical improvements to the neighbourhood, we understand the development will contribute a percentage of additional traffic to an intersection flagged as an existing problem. The loads, both existing and projected, are within the limits for residential streets and the existing intersection, which your City Engineer has affirmed.

However, party to our development we will help address existing issues with traffic calming measures as follows:

1. Foster Thurston/Sandy Point
  - a. Introduction of speed mitigations including rumble strips, signage, and radar speed signs and possibly an overhead yellow/red blinking signal to raise awareness of the intersection.
  - b. Speed cushions to be considered if the initiatives in point a. above are deemed ineffective.
2. Sandy Point/Kennebecasis Drive/Westmount
  - a. Integration of a crosswalk, with appropriate signage/indicators, connecting an exit/entry path onto Ethos Ridge to the nearest sidewalk.

Ethos Inc. will cost share these initiatives with the City of Saint John based on a mutually agreeable formula.

### Trails

As there are existing woodland trails on our property, we are desirous of incorporating these trails into the development and allowing for continued neighbourhood use. We also intend to develop further trails/walking paths on site. It is understood the ownership and liability of the trail system will be exclusively our responsibility.



The following details the specifications for use:

1. Catchment area to be the surrounding neighbourhood only and not open to the public. At minimum one trail/path will be retained as private for residents. It is expected that this trail/path will run along the front of the residence and thus situated will be situated near walk-out suites.
2. The accepted mode of transportation will be pedestrian only. Pets will be permitted, however access to the onsite bark park will be limited to residents only.
3. Our preference is that entrance to trails/paths be from Pelton, however we are willing to consult the neighbourhood to determine best functionality. Entrance will be by foot only (as parking demands will require monitoring).
4. Neighbourhood access will include waterfront access, but there will be no loitering, beaching, or docking permitted.
5. Access will be limited to daytime use with no guarantee of lighting.
6. There will be no motorized vehicles (on trails or at water's edge), and no alcohol/substances permitted on our site.
7. Trail signage and waste receptacles will be provided.

#### Pedestrian Walkway

Sandy Point Road was constructed to a rural standard and does not have sidewalks.

Staff reviewed possible implementation in accordance with the City's Sidewalk Infill Strategy and found a traditional concrete sidewalk with curbs would not be a priority in this location, even post-development. Furthermore, the cost of sidewalks is prohibitive here because of the lack of storm drainage infrastructure.

Considering the above determinations by the City, we are willing to commit to the following as part of reconstruction of the portion of Sandy Point Road that will be required by our development:

1. Extension of the asphalt width to provide a dedicated roadway space for pedestrians, delineated by a white lane line and rumble strips.

These pedestrian friendly measures will be made at our cost.

Sincerely,

**Scott Walton, Ian McLeod, Olivier Letard**

**Partners, Ethos Ridge**



Rec'd in person  
March 10, 2021  
by Aimee Burgess

Brian Lynch  
46 Beach Road  
Saint John N.B. E2K 5H5  
February 28, 2021

Planning Advisory Committee (PAC)  
City of Saint John N.B.  
PO Box 1971  
Saint John N.B. E2L 4L1

Dear Members of the PAC:

Ethos Ridge Project 2100 Sandy Point Road

At the City of Saint John Common Council meeting of February 22, 2021, regarding the Proposed Municipal Plan Amendment-2100 Sandy Point Road, it was decided to refer the application to the PAC for a report and recommendation. I am of the opinion that the amendment is not warranted as it does not meet the criteria outlined in Land Use (LU) 90 of Plan SJ and request your consideration of the following in arriving at a recommendation.

Plan SJ enacted in 2012, was designed to create a new and sustainable direction for Saint John by creating a clear framework for complete communities where Saint Johners will live, work and play. It is this clear framework that has established and maintained 2100 Sandy Point Road and the surrounding neighborhood as a low density residential area. Clearly the proposed development is not compatible with surrounding land uses. Over the years homes in the area have been purchased and built by both young families and senior citizens in consideration of residing in a tranquil low residential area. It is what attracted myself to the area 38 years ago. To recommend such a high density apartment building complex would be contrary to the social fabric of our community. In September 2020, a young family purchased land on the Pelton Road with the intent to build their home. If this proposed development had been known to them it would have negatively impacted their decision to purchase and at the very least reduced the price they paid for the property.

The letters (56) of opposition and concerns with the proposed development outline many varied and valid issues that need to be addressed in consideration of the proposed amendment. Several letters highlight the non-conformity with Plan SJ and Policy LU-90, in particular, Mr. Jollineau's and Mr. MacDonald's which are found at pages 129-133 and 134-136 of the agenda for the Feb22,2021, Common Council meeting. They very succinctly make the case for why the proposed development does not meet the criteria laid out in Plan SJ and Policy LU-90.

Cherise Letson reported in the Dec10,2020 edition of Huddle (a Matritime Business publication) the following : "The project is being led by developers Scott Walton and Ian McLeod and came about through a discussion Walton had with his friend who owned the 19-acre property on Sandy Point Road. "They had ideas about subdividing or putting a small number of houses on the property. It didn't really jive with me," says Walton, who's worked previously in the tech startup scene in Fredericton."



Received of  
the Treasurer  
of the



As per the land owners we always envisioned that this property would be developed with single family residences in keeping with the existing homes in our community.

In the February 23, 2021 edition of the Telegraph the following is reported : "Scott Walton, one of the Ethos Ridge partners, said in an interview on Monday that the location on Sandy Point Road was chosen after an extensive site selection process, and is the only location he and other project partners are considering at the time."

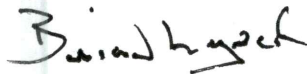
Thus, we have two contradictory statements by the developer, as to how 2100 Sandy Point Road came to be the site for the Ethos Ridge project. One can reasonably conclude there never was an extensive site selection process. From day one the developer's goal was to come up with a plan to build a multi-unit apartment building at 2100 Sandy Point Road. Also, please refer to Paragraphs two and three of Mr. MacDonald's letter regarding what Plan SJ does and doesn't allow for in rural low density residential areas.

From the documents submitted we are not able to have a clear vision as to what the project will entail. The overall theme of the project is presented as being that "Ethos Ridge is a proposed 125 Unit retirement community located in Milledgeville...". However, later in the documents it is described as, "Not only will this project provide housing opportunities for seniors, and residents who may not want to leave this gem of a community...". Suggesting the project will provide apartments to both the senior community and others. The point being that it will not be solely a retirement community but more apt to be an apartment complex. If so, this complex will substantially increase the traffic flow to the area and put demands on the infrastructure much greater than if it was a retirement complex solely for seniors 75+. It is also interesting to note there are only 3 handicapped parking spaces out of 70 in the parking garage which seems inadequate for a retirement complex.

We ask that you not recommend approval of this development as we understand it does not meet with the approved Municipal Plan and raises serious concerns described by residents of the neighborhood. If approved it would forever change the community in a negative fashion.

Thank you for consideration of this matter.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Brian Lynch", with a stylized, cursive script.

Brian Lynch







January 21, 2021

Jonathan Tyler  
Common Clerk  
City of Saint John

Dear Mr. Tyler,

We are writing to express our concern pertaining to the proposed retirement community Ethos Ridge, to be built on 8.57 hectares at 2106 Sandy Point Road. It appears that City Council intends to consider an amendment of this property from rural to stable resource to allow for construction. Please be advised of our grievances:

- At no time did we state that we were "on board" and "in agreement" with the development. This issue is perceived as a problem, a disruption to personal and community life that will affect many people.
- Ethos Ridge has not been clearly defined to local residents.
- Noise pollution.
- Light pollution.
- Terrain extremely steep and rocky making any development difficult.
- Increase in traffic.
- Road is a narrow, paved surface with narrow, eroding gravel shoulders.
- No adequate road networks leading to site.
- High volume intersection located at Sandy Point Road and Foster Thurston Drive that has a high propensity for danger has not been studied.
- School bus stops and students will be compromised.
- No sidewalks.
- Dimly lit street - very few street lights.
- Will trees (buffers) remain? Only clear cutting would allow for "stunning water views."
- How will their engineering system guarantee flows and speeds to ensure no downstream?
- Where will storm water retention ponds be located?



- Ethos Ridge has **stated** that they will put in their own municipal services under their own violation and cost. We vehemently **oppose** to ever having to consider switching from our well and **septic**.
- Our well and **septic** may be compromised by the construction

Finally, **what** makes our area special is that it is zoned **RURAL**! We can not think of one positive contribution that Ethos Ridge could possibly make to the "characteristic spirit" of our community.

Respectfully,

Frank and Sue Anne Mackin  
2043 Sandy Point Road,  
Saint John, N.B.

E2K 5H1

652.1978

fjsamackin@gmail.com



**From:** Joan Lawrence <j.l.lawrence@rogers.com>  
**Sent:** Saturday, January 23, 2021 7:45 PM  
**To:** knlelectric@gmail.com  
**Subject:** Thoughts on the Ethos Project from Joan Lawrence

Subject: Our Neighbourhood and the Ethos project

From: Joan L Lawrence  
34 Beach Road  
Saint John, NB  
E2K 5H5  
506 214 1275  
Cell 506 608 9543  
Email j.l.lawrence@rogers.com

My personal thoughts;

My "low density" neighbourhood will be negatively impacted...

I moved in from the Kennebecasis Valley in 2010 and built a home. I chose my neighbourhood( and chose to pay higher city taxes) based on the fact that it was a country setting. As a nature lover, I loved the trees, pristine environment, the low traffic and noise and the small and friendly neighbourhood.

In 2018, I was diagnosed with an incurable illness ( a rare cancer) that I will deal with the rest of my life. Now, more than ever, nature and a calm setting is important to me.

I have now become anxious of the proposal set before us as I feel this is now threatened. A commercial building in a residential setting does not seem right for a variety of reasons.

Traffic Impact ( Pedestrian safety)

I walk and ride my bike on Sandy Point Road daily. I recognize there are no sidewalks however with the current low traffic it is manageable. The neighbours know to go slow down this road due to its twists and turns and blind spots. I fear that with the many proposed units, there will be increased traffic and therefore more hazard to me(us) ,the walkers (and the bikers). In fact, I find this when the ferry lands and there is an onslaught of fast and often reckless ( not taking into consideration the walker or biker on the side of the road ) vehicles going by. This will be the ongoing case with many more cars coming and going at all times of the day. It is my personal opinion that the traffic study quoted is low on the percentage increase in traffic cited. How was this assessed? Please provide the details of this study.

Question: What guarantee do we have that sidewalks will be built? How will this impact existing landowners along the road? We are going from lower density to higher density traffic. Is this fair to the current property owners who chose to live in a " non commercial" , low density neighbourhood. One such neighbour moved ( invested in this area) from a subdivision to this area because of the "quiet" environment.

Note that the Quispamsis and Millidgeville Shannex properties are accessed via commercial roads and do not impact residential neighbourhoods.



### Environmental impact

Question: Has there been a statement of environment effects done?

The beautiful trees....

We generally know how construction goes. The intent will be to save the trees but construction costs are lower once the landscape is raped. Many of the trees on the proposed property are very old and they deserve to be respected and preserved. With changing climate conditions and water run off, trees and their root systems are critical especially along our waterways. Will there be an arborist report submitted?

### Displacement of wildlife

There are many deer that roam the woods. They will be impacted and perhaps there will be more motor vehicle accidents as the deer roam onto the roads in their displacement.

### Rainwater

Question: What is the storm water management plan? Rainwater runoff needs to be critically planned and managed. How will the proposed storm water measures impact the neighbouring properties? What will happen "downstream" (down the hill on Pelton road) ? As it is now, the ditches on Sandy Point Road are being taxed in heavy rain storms (seemingly more prevalent with climate change) resulting in overflow situations, culverts being destroyed, roads being compromised and erosion.

Question: Have Geotechnical reports been provided assessing erosion and land slip that would impact the property and surrounding properties.

Question: Have studies been performed and offered ( financial compensation) to surrounding neighbours as to what impact this commercial development and land disturbance will have on their wells?

### Acoustic Impact

As this is a commercial operation coming into a quiet and pristine residential neighbourhood, what is the ongoing noise impact of the operation of the facility. What can be anticipated? I anticipate increased traffic noise, comings and going of ambulances, comings and goings of staff, food supply trucks , maintenance trucks, courier trucks ( and they travel fast!) heating and cooling systems noises going on and off. Also what is the impact during the construction phase. As a side note, what control is in place for waste management and rodent control.

During construction, what are the hours or construction and duration of the plan? Is there anticipated blasting? What guarantees are given to the neighbouring homes that there will be no impact to their basements ( cracked foundations) and wells?

Our river system is unlike any other. I feel a behemoth complex on its banks does not suit the environment. Light pollution is also of concern on both sides of the property. Question: How will this be minimized?

### Target Market/Market

As a side note, my father has been in a Shannex facility for 10 years. Over the years, I have interviewed many of the residents living in the retirement section. I would say that the majority of them would prefer not to live there and only do so, because there are no alternatives for them such as smaller garden homes or nicer senior apartments (granted in the greater Saint John area, senior apartments and condos are now only starting to proliferate as the baby boomers are needing them ). Most people would prefer to remain independent and not (in their older years) have to live in a dorm style environment.



Question: Has research been performed in the Saint John market that a facility such as this is in demand with the corresponding high price point? Perhaps we could have the details of this report.

Question: In one meeting it was stated that neighbours would be allowed to continue to walk on the paths of the site. Would we be given passes to do so? Explain how this will work?

On a side note, I feel that with the recent pandemic the thoughts of people wanting to live a bit more "separated" is more prevalent rather than apartment style facilities ( refer especially the large condo complexes of Toronto). I would suggest a modest number of small garden homes would be more appropriate if I had to choose between two evils. In fact, I probably already know of five prospective couples that would be interested in such a concept within a year or two. They live in Millidgeville and would like to stay here. They would like to sell their large family homes, and purchase a small garden home. They would not want to live in an apartment style complex.

Sent from my iPad



08-Jan-2021

To Whom It May Concern,

The Ethos Ridge development will be formally introduced at the City Council meeting on Jan 11<sup>th</sup>. This will mark the beginning of a 30-day consultation period with the general public. The exact details of the project have yet to be shared with the neighbourhood, but the consensus is that Ethos Ridge will be a 120-unit residential complex targeting the senior demographic. The proposed development is to be built on a parcel of land off 2100 Sandy Point Road situated between Pelton Road and Westmount Road. This area is currently zoned RU (rural) and is outside the PDA (Primary Development Area), according to PLAN SJ. This means the developer is attempting to build a high-density development in an area that is not designated for large scale projects.

As you may have heard, this proposal has already drawn some positive media coverage. However, most residents in the area feel the information conveyed is one sided and frankly inaccurate. Historically, letters of opposition and concern have proven successful in stopping developments that do not fit the neighbourhood. We understand submitting multiple letters to local politicians and the Planning Advisory Committee (PAC) have a strong impact on their decision to approve or deny a project. Delivering these letters as a group will show strength in numbers and ensure the residents in the neighbourhood are heard. We would also like to graphically represent how many people are in favour or opposed to this project which we will do following receipt of the letters.

If you would like to voice your opinion regarding this project, we kindly ask that you provide your letter by Jan 23. In your letter please be mindful to include your name, address, and specific concerns about the project. Your letter does not have to be lengthy or technical, but please feel free to share as much information as you feel necessary in order to get your point across. Please also note that all letters must be signed by the homeowner(s) and dated for acceptance by PAC.

For convenience, the person delivering this letter will arrange to pick up your letter. Alternatively, please feel free to scan and email it to: [knlelectric@gmail.com](mailto:knlelectric@gmail.com). Please just ensure you sign and date it before sending it. We also invite you to provide your contact information (i.e. phone number and email address) if you would like to be kept up to date regarding the status of this project. Lastly, please feel free to share this request with your neighbours or anyone else you feel will be impacted by this development. The more letters we receive the better.

Thank you in advance for taking the time to do this.

Sincerely,

Concerned residents of the neighbourhood

*I don't want my peaceful life  
to be disturbed and changed.*

*Wenfeng Wang*

*315 Pelton Rd.  
email: 346477848w@gmail.com*



January 18, 2020

To Whom It May Concern,

### Ethos Ridge Development

I received information concerning this project with interest. At this time I have no strong feelings (pro or con) to the idea of a senior complex being developed in the selected area.

As a senior I will be following this project as it moves forward, trusting that the city administration and their staff will guide it forward in the best interest and benefit for our community.

Sincerely,  
Marilyn Lester  
20 Beach Road



January 23, 2021

City of Saint John, Community Development Services  
15 Market Square  
Saint John, N.B.  
Attention: Jonathan Taylor, Common Clerk

To Whom It May Concern:

**RE: Proposed Rezoning and Development at 2100 Sandy Point Road**

I am writing to express my concerns regarding the proposed development and rezoning of land located at 2100 Sandy Point Road.

As a resident of the area, I am concerned that this development will create increased traffic in a residential area that already experiences high volumes of traffic due to its proximity to the hospital and the ferry located on Kennebecasis Drive. By developing an additional 125 unit building, along with those that will be working at and visiting this location, the volume of traffic will rise significantly. Infrastructure upgrades would also be needed to withstand the increased traffic and construction that would result from this development, including, but not limited to, sidewalk installation on Sandy Point Road, traffic lights at the intersection of Foster Thurston and Sandy Point Road and traffic lights or a reconfiguration of the intersection located at Kennebecasis Drive and Sandy Point Road.

While I am not against further development of this land to allow for additional residential housing , I am opposed to a development of the size that has been proposed as part of the Ethos Ridge Project. After speaking with other residents in the area, this appears to be a shared concern.

Thank you for your time and consideration.

Sincerely,

*Jay Phinney*

Contact:  
1236 Kennebecasis Drive  
Saint John, NB E2K 5B1  
phinneyjay@gmail.com



Jan

21,2021

To whom it may concern

Regarding the developement of Ethos Ridge at 2100 Sandy Pount Road.

Our concern is regarding the zoning that may be needed for this developement. We are concerned that it may be changed to allow appartment buildings and residences other than single family dwellings that we now have in our area.

We are also concerned with the increased traffic and construction that such a developement would cause.

Glen and Donna Lamb



1213 Kennebecasis Drive

Saint John

dlamb@nb.sympatico.ca





Stephen Biggs  
1225 Kennebecasis Drive  
Saint John, NB, E2K 5A7  
January 22, 2021

Planning Advisory Committee  
City of Saint John  
Reference to Ethos Ridge Development

Dear Planning Advisory Committee Members:

I was admittedly surprised to hear that this kind of development (Ethos Ridge Development) is being considered for this quiet, tranquil, single-family dwelling area, and would like to voice some of my concerns:

I am worried about the blasting and/or rock digging (pounding) necessary for the land preparation of such a retirement development, which may cause rock movement in the area, resulting in expense to the present homeowners. I can attest to this happening from recent movement/fracturing of rock on the back hill of my yard, resulting in a gushing of water (spring) up from the area, flooding my back yard and spreading to my neighbours'. I was obligated to spend thousands of dollars to have numerous drain pipes installed and coverage of the area with rocks, to move water away from my back yard where it had been gradually inching closer and closer to my home. This issue had never presented before in my 34-years as a home owner at this same location. A neighbour also suffered movement of their foundation and bricks falling from the side of their home. I am concerned that this is all the result of the incessant pounding (rock breaking) by machinery and sometimes blasting of rock in the area to create subdivisions and dig foundations for homes. The rock bed in the area is obviously precarious and I am concerned as to what might occur from further construction in the area, especially in light of the magnitude of the proposed Ethos Ridge retirement development and associated access road.

With the number of units proposed, traffic will be an issue and with it, safety. A number of residents walk Sandy Point Road to the beach (from the corner that meets Kennebecasis Drive) and there is no sidewalk or shoulder to walk on. I have walked this street with my children and now granddaughter without issue as there is only the odd vehicle on the road, sometimes none. Both pedestrian and vehicle just look out for each other when they do meet. With more than one vehicle at any time on the road, it will not be safe to walk as there is limited shoulder and a large ditch to avoid. During construction of such a complex, with trucks on the road, it will be impossible to walk to the water which I feel I have a right to do, especially after paying city taxes here all these years.

In summary, I am very concerned about the proposed development, especially as it relates to construction, traffic increase and safety of residents in the area.

Sincerely,



Stephen Biggs



Jan 16, 2021

To Saint John City Council,

This letter is to voice our concerns over a new 120-unit residential senior complex that is being proposed for 2100 Sandy Point Road. As much as we would love to retire in such a place as described in the newspaper, we do not believe that this is the right location for such a place. We are all for development in our city but these are our concerns with the proposed location of this project;

1. Minimal traffic ... We think not! 120 units would see 120 families being visited plus all the staff that would be required to run the bistro, pool, wellness center, keep up the grounds, and the health care personal required on site. Great employment opportunity, but a lot more traffic for 2 already busy intersections at Kennebecasis Drive-Westmont Drive and Foster Thurston-Sandy Point Road.
2. This is not a regular bus route, so we would suspect at least 60 resident cars as well driving to do errands every day.
3. The traffic alone on these side roads would be greatly increased and there are no sidewalks for residents currently to walk on Sandy Point Road. Would the city be updating the road with sidewalks and keeping them cleared in the winter so the children in the neighborhood could make it to their bus stops safely, or the seniors in this residence could walk to the bus stop safely.
4. The price of these senior complexes makes us think that 75% of the residents will be coming in from other provinces, not NB. This will put a further burden on our health care system. Saint John already has many people still waiting for a family doctor, are we going to be able to provide proper health care for all the new seniors coming into the province?
5. There are already 3 seniors housing complexes in Milledgeville, are these full?
6. Will this new development be on city water and sewage? If so, can the system handle such a large quantity of water and waste? Will overflow be pumped into our beautiful river system?
7. We lose our community sliding hill, and will the trails be accessible for all neighbours or just the residents of the retirement home?
8. Speaking of the hill, to get to this new development is a steep incline and decline, can emergency vehicles get here safely. I hear the excavator had to go around on Pelton Road to do testing.
9. We are in a rural community and purchased here for that reason. This community is unlike most communities. Everyone knows 90% of their neighbours by name if not all of them. We all enjoy the tranquility of this area.

Thank you for taking the time to review our concerns,

  
Deborah Hughes

  
Caleb Hughes

  
Cameron Hughes

  
Maria Hughes

  
Rachel Hughes

  
Jacob Hughes

24 Beach Road,

Saint John, NB, E2K-5H5



Dear Saint John Council,

January 23, 2021

I am writing to express my opposition to January 11, 2021 proposed rezoning at the 2100 Sandy Point Road between Pelton road and Westmount road for the proposed development -Ethos Ridge 120- unit residential complex on an area currently zones as RU( Rural) outside the primary development area according to the PLAN SJ.

The developer is attempting to build a high-density development in an area not designated for large-scale projects. That in itself will be detrimental to the site. Nearly all neighborhood residents are entirely opposed to multi-unit development projects that will cause a heavier density of traffic and safety problems. Due to the traffic from the Kingston peninsular ferry, the neighborhood is already over-capacity, with some vehicles not stopping when school buses pick up/drop school children, causing safety concerns. Traffic and safety of schoolchildren & pedestrians are significant areas of concern. The local neighborhood traffic will disproportionately surge in our neighborhoods. The traffic surge during morning rush hours will also negatively influence safety for children; since students walk towards the school bus and, as mentioned earlier, do not stop when the bus signal is on.

I urge you and the Planning Advisory Committee to disapprove of the proposed rezoning. From recent meetings and discussions with my neighbors, I know many who have not managed to attend meetings or write letters and emails share my opinions.

Thank you for your continued service and support of our communities.

Best regards,

John Mascarenhas

1830 Sandy Point Road

Saint John N.B.



21 January 2021

To whom it may concern,

I am writing to oppose the potential Ethos Retirement Centre from being built at 2100 Sandy Point Road.

I am part of a multi-generational family, all of whom have lived or currently live on Pelton Road for the last 70 years. I myself have lived here since my teens, and I am currently a senior citizen who has no intention of moving. I certainly have no intention of selling my house and moving into the proposed development, as the developer would have you believe.

This has always been a rural area and I strongly believe should remain so. My reasons for this are:

- 1) As a rural area, we have no sidewalks and extremely poor road quality. In fact, the road has never been paved in all my time here. We have children biking and walking to bus stops, heading up a hill with no visibility to oncoming traffic and vice versa. The rise in traffic would greatly increase the risk of injury to anyone walking.
- 2) This construction will cause land erosion, which will potentially affect the water in the wells of every house down here. It could also create runoffs which will cause flooding in the area.
- 3) The endless increase in noise level during construction of such a facility, as well as the day-to-day operations (employees coming and going at all hours, deliveries, emergency vehicles, etc.) are all unwelcome intrusions in such a quiet, rural neighbourhood.
- 4) This development will cause a decrease in green space by removing trees that have been there for centuries. This in turn will reduce air quality and destroy the natural habitat of wildlife, causing the deer population to migrate to our properties.
- 5) Based on the above issues, I feel our property values will greatly diminish by such a large development in the area.

If the need for such a community exists in our area, there are several options on Sandy Point Road which would be closer to emergency facilities. I would suggest the location of the former Cherry Brook Zoo as that location would be more easily accessible, and with utilities already in place.

I ask that the City Council reject the proposal for the Ethos Development Project.

Sincerely,



Janet Capson

444 Pelton Road

Saint John NB

E2K-5H7



17 January 2021

To whom this may Concern

I am writing this letter apposing the proposed development of the Ethos Retirement project at 2100 Sandy Pt. Rd.

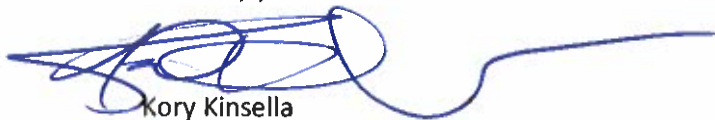
I have several concerns regarding the proposed development. I reside at 305 Pelton Rd, which is located at the corner of Sandy pt. and Pelton and have been a resident of this community for approximately 16 years. As a family we own 4 properties on Pelton rd. and feel that we have a lot to lose if this development is approved. I am verry concerned about the impact on the property values and how they will be negatively affected if The Ethos Project is approved. This neighborhood is transitioning, from a mature demographic to a younger demographic, as the newer residents have small children and are starting new families. As a community we enjoy the peace and quiet this area has to offer, and this development will without a doubt, jeopardizes the safe community that we foster. This is a rural residential area, and this development simply does not fit, as per Plan SJ and the city's development plan. The city invested millions of taxpayers' dollars to create these two programs, in my opinion if this Ethos Retirement complex is approved, it was all for not.

Here is a list of concerns that I feel need to be addressed

1. Increase in traffic
2. Access to municipal services (Water and Sewer)
3. Emergency Access (Fire, Ambulance)
4. Sidewalks
5. Water run off
6. Environmental Impacts
7. Deer Population
8. Common access to deeded beach access
9. Increase to population density
10. Commercial traffic

I am asking that you deny the proposed Ethos Project and the rezoning application recently submitted to city council for review. I want to be clear I am not anti-development and would like to see something done with the property; However, it must fit the neighborhood.

Sincerely yours

A handwritten signature in blue ink, appearing to read 'Kory Kinsella', with a long horizontal line extending to the right.

305 Pelton Rd



17 January 2021

To whom this may Concern

I am writing this letter apposing the proposed development of the Ethos Retirement project at 2100 Sandy Pt. Rd.

I have several concerns regarding the proposed development. I reside at 305 Pelton Rd, which is located at the corner of Sandy pt. and Pelton and have been a resident of this community for approximately 16 years. As a family we own 4 properties on Pelton rd. and feel that we have a lot to lose if this development is approved. I am very concerned about the impact on the property values and how they will be negatively affected if The Ethos Project is approved. This neighborhood is transitioning, from a mature demographic to a younger demographic, as the newer residents have small children and are starting new families. As a community we enjoy the peace and quiet this area has to offer, and this development will without a doubt, jeopardizes the safe community that we foster. This is a rural residential area, and this development simply does not fit, as per Plan SJ and the city's development plan. The city invested millions of taxpayers' dollars to create these two programs, in my opinion if this Ethos Retirement complex is approved, it was all for not.

Here is a list of concerns that I feel need to be addressed

1. Increase in traffic
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8. Common access to deeded beach access
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I am asking that you deny the proposed Ethos Project and the rezoning application recently submitted to city council for review. I want to be clear I am not anti-development and would like to see something done with the property, However, it must fit the neighborhood.

Sincerely yours



Kory Kinsella

305 Pelton Rd





12 January 2021  
2101 Sandy Point Road,  
Saint John, NB  
E2K 5H4

To: Planning Advisory Committee  
From: Residents of 2101 Sandy Point Road

We have recently received a flyer booklet about Ethos Ridge development of the 120-unit residential complex to be built on a parcel of land off 2100 Sandy Point Road. As a neighboring residents we wish to express our objection to this plan.

This area is currently zoned RU (rural) while the developer is attempting to build a high-density development in an area that is not designed for large scale projects. This section of our neighborhood is dominated by single-family homes, where we enjoy a comfortable and quiet environment to live away from busy traffic.

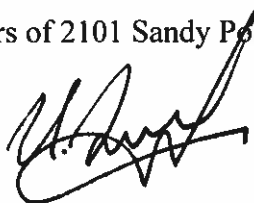
Building this 120-unit apartment complex would require hammering, drilling and blasting of the rock, which would be incredibly disruptive to the heart of residential Millidgeville. A steady convoy of dump trucks and heavy equipment during prep, resource extraction and construction will result in potential damage to property and roads. The noise and vibrations will be disruptive on a long-term time scale, as will road dirt, construction dust, and blocked roads and driveways. Blasting will also cause damage to homeowners' foundations and might impact water wells. This would change the entire feel of the neighbourhood from a quiet, family-oriented community to a noisy, busy area.

Every person in our area we were communicating to about this development expressed strong opinion against this development.

As a residents of this presently quiet, peaceful suburb we strongly urge you to deny this application, and leave the development of Ethos Ridge properties to areas suitable for large scale constructions in which they will have direct access to major roadways, and will not overload rural roads not designed for such high traffic.

Sincerely,  
Homeowners of 2101 Sandy Point Road

Igor Zotov



Olena Zotova



Dated January 12, 2021.



**Rory L. Ervin and Fairlie D. McLean**  
**64 Beach Road**  
**Saint John, NB E2K 5H5**

January 23, 2021

Mayor and Councillors of  
The City of Saint John  
15 Market Square  
Saint John, NB E2L 1E8

**Re: 2100 Sandy Point Road (Portion of PID 55233233 and PID 55233977) – Amendment to Municipal Development Plan from Rural Resource and Park and Natural Area to “Major Community Facility” (i.e., 125-Unit Apartment Complex)**

Dear Mr. Mayor and City Councillors:

We are residents of Beach Road, a private road, which is located at the end of Sandy Point Road. We have learned that there is a proposed development comprising a 125-unit apartment building on the above-noted property. We would like to point out our concerns to you with regard to this proposed development (hereinafter “Ethos Ridge Development”).

- **Safety to Residents**

Beach Road and the lower part of Sandy Point Road (from the intersection with Kennebecasis Drive and Westmount Drive) is a rural area within City limits. This portion of Sandy Point Road, together with Pelton Road, Scenic View Drive and Beach Road, are very quiet roads with very little traffic. There are no sidewalks and there are deep culverts on these roads. Ethos Ridge Development would significantly increase traffic flow on the above-noted roads with residents’ and visitors’ vehicles, staff vehicles, service vehicles and emergency vehicles. These roads are not equipped to handle this increased traffic. We are concerned for the safety of walkers with no sidewalks and deep ditches on the sides of the roads.

- **Infrastructure**

- **Sidewalks:** The Ethos Ridge Development would require the building of sidewalks on Sandy Point Road and Pelton Road to ensure the safety of City citizens. There is a blind spot on the hill of Sandy Point which is dangerous for pedestrians, even for only one vehicle passing. We would expect that there would be many more instances of two vehicles passing each other on the road while pedestrians are present leaving no safe area for pedestrians.



- **City Services:**
  - At present, we understand that there is inadequate water and sewage capacity for Ethos Ridge Development.
  - Storm water run-off has become a concern for us in recent years with ever more severe storms and precipitation events. Recently, significant rainfall resulted in a washout of the culvert and road surface damage at the bottom of Sandy Point Road. We are concerned that additional runoff from the Sandy Point Road access as shown in the plans will exacerbate the situation unless significant work is done to improve the integrity of the culverts.
- **Environment**
  - **Light Pollution:** Presently there very few street lights in this portion of Millidgeville enhancing the rural nature of the area. The concern is that there will be additional lighting on Sandy Point Road as well as lighting to illuminate the access road from Sandy Point Road leading to the proposed development. It is known that light pollution is disruptive and life-threatening to birds.
  - **Noise Pollution:** With few homes and little traffic it is a very quiet neighbourhood. There is no question that additional noise from such a large development including residents' and visitors' traffic, staff vehicles, service vehicles and sirens from emergency vehicles will have a major impact on us and the environment.
  - **Destruction of Flora and Fauna:** It would be impossible to develop such a large property without destroying the existing natural environment and the wildlife that lives in it.
- **Loss of Quality of Life**
  - **Increased Traffic:**
    - The additional vehicular activity supporting 125 accommodation units will likely cause intermittent yet significant back up at the intersection of Sandy Point Rd., Westmount Dr. and Kennebecasis Dr. This intersection is challenging due to the grade and visibility and poses additional risk with increased traffic, especially during winter months.
    - Beach Road is a private, dead end dirt road that requires the residents to maintain an insurance policy that protects the City from liability during snow removal operations. Residents are responsible for and have incurred significant costs over the years to repair damage from seasonal flooding and other impacts as well as vehicular wear and tear. We expect that a great increase in sightseeing traffic on this dirt road will result from this development and be the source of additional disturbances, wear and tear and noise pollution. There are no areas for vehicles to turn around without trespassing on resident's properties. Insurance impacts are not known at this time.
  - **Rural Living:** The rural nature of the area will be compromised greatly and we will always lament the changes after the fact due to this development.



In sum, we vehemently oppose this proposed development for the various reasons we have outlined above.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rory L. Ervin', with a stylized, flowing script.

Rory L. Ervin

A handwritten signature in blue ink, appearing to read 'Fairlie D. McLean', with a stylized, flowing script.

Fairlie D. McLean



## 2100 Sandy Point Road

---

**From:** Lesley Bazaluk <kingbazaluk@bellaliant.net>  
**To:** "Bazaluk, Robert" <rbazaluk@bellaliant.net>  
**Cc:** Lesley Bazaluk <kingbazaluk@bellaliant.net>

**Priority:** Normal  
**Date:** 01/15/2021 01:37 PM

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City of Saint John Planning Committee

I have been made aware of a proposal to develop land situated at 2100 Sandy Point Road, Saint John N.B. to accommodate a multi residential seniors complex for approximately 125 units and unknown numbers of staff. This land is currently zoned "rural" and as such is not currently available for the proposed use. This proposal is much like trying to put a square peg in a round hole. I, the undersigned, would be seriously and detrimentally affected by this development if approved. I put forward the following reasons of my opposition to this proposed development.

1. The nearest fire station is 9 kilometers away, making any emergency response time 8 to 10 minutes away.
2. There are no nearby amenities such as a grocery store, medical clinic, library, church, community center nor is there any public transportation.
3. There is no infrastructure - no water - no sewer - no natural gas - no sidewalks & minimal lighting.
4. Housing units of 125 will escalate noise, congestion and conflict due to crowding. It appears that parking spaces will have to be in the vicinity of 200 or more to accommodate the attending staff & visitors.
5. As residents of Pelton Road we have "deeded" beach rights to Sandy Point Beach. If the proposed trails are put in to place, just how are we to maintain our privacy.
6. If this project is approved I cannot imagine what will happen to our existing wells. There is already serious water issues here that will only be magnified by this disruption to the existing landscape.
7. Many of the contracted companies are from Halifax, Dartmouth, Moncton & Toronto. How can any of these companies claim to have a vested interest - they do not live here; their homes will not be affected at all.
8. On a personal note, I am a native of New Brunswick who lived away for many years. I had long wanted to return but could only do so after retirement - deliberately seeking green space, low density, quiet and peaceful surroundings. This took several trips, a great deal of searching & a great deal of planning to achieve. This is now under threat by this project. If I had wanted to live in a multi residential area I would have chosen to. This proposal is a fish out of water.
9. I am not opposed to development of these lands, but please keep it in harmony with the surroundings. Multi anything is not a suitable fit to the existing homes.

Lesley King-Bazaluk

433 Pelton Rd.,  
 Saint John N.B.  
 E2K 5H6  
 email

kingbazaluk@bellaliant.net  
 Telephone #674-9085

*Signed & dated  
 January 17, 2021  
 Lesley King-Bazaluk*



January 11, 2021

Neil and Candace Boyle

2001 Sandy Point Road

Members of Saint John City Council;

We are writing this letter to strongly oppose the proposed building of the senior's complex know as Ethos Ridge in our neighbourhood. This building is out of character and scale with our community as stated below:

Incongruity- the proposed 120 residential unit on Sandy Point Road , Pelton Road and Westmount Road in a mature, high- value single family neighbourhood fundamentally out of character with the nature and structure of the community.

Unsuitability-of Sandy Point Road, Westmount Road and Pelton Road. The increase of traffic from this type of venture would be family's, at an unacceptable level of risk. The doubling or more of vehicular traffic to this neighbourhood with blind corner and sidewalks increase's the risk of harm to the elderly and young children of this neighbourhood.

Impact on residents during extended construction (noise, dirt, debris and disruption).

Property Values – (concerns regarding all existing home-owners will see an immediate decrease in the value of their homes).

Trusting this matter will receive your careful consideration and it will result in the refusal for this project to proceed.

Sincerely



Candace and Neil Boyle

Concerned residents of 2001 Sandy Point Road



To The City of Saint John

Mayor and Council

January 15, 2021

We wish to advise you of our objections to the Ethos Ridge proposal to be built at 2100 Sandy Point Rd.

We have been residents of Sandy Point Rd since 2008. The above mentioned project does not fit in to the present zoning of our community. Our neighbors will be extremely prejudice by this type of commercial business.

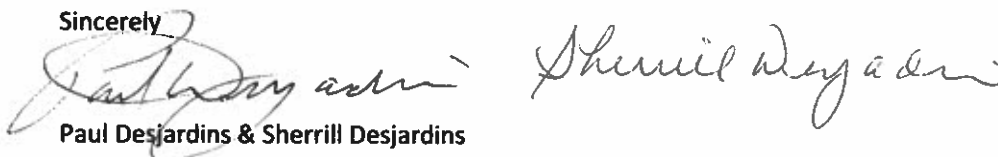
These are some of our objections;

- The blasting and breaking of rock is a threat to our wells
- The construction for the next two years will be extremely loud
- Increase of vehicle traffic
- Decrease in our property value
- Destruction of wild life habitat
- Change in water run off pattern
- Adding 125 family units will over load the already reduced fire protection

There are no benefits to our neighborhood from this project. We have no faith in the developer of Ethos Ridge because of the lies that he has told such as that he spoke to 50 homes and 35 were in favor. To-date I have found no one in favor of this, not one.

We ask that you reject the applications for Ethos Ridge proposal.

Sincerely

The block contains two handwritten signatures in cursive. The first signature is on the left and the second is on the right. Below the signatures is the printed name 'Paul Desjardins & Sherrill Desjardins'.

Paul Desjardins & Sherrill Desjardins

2121 Sandy Point Rd

Saint John NB



January 10<sup>th</sup>, 2021

To whom it may concern.

Re: Parcel of land 2100 Sandy  
Point Road.

It is with great concern that I  
understand that the Ethos Ridge  
development project is to be  
built on a parcel of land off  
2100 Sandy Point Road.

I have been a resident on Pelton  
Road since 1960.

I am originally from Europe and I  
find that the tranquility of this  
area, unspoiled and peaceful, is  
unsurpassable. That a development  
of this nature is to be built and  
spoil the peaceful environment  
is unimaginable.

I strongly oppose this project !!

Doris Ward,

455 Pelton Road

E2L - 5H6.

Tele: - 658-0255



January 22, 2021

To Whom It May Concern:

My husband, Kevin Gallivan, and I, would like to express our opposition to the proposed Ethos Ridge project.

In spite of the fact that Ethos representatives have publicly stated that they had a great support for this project, I have yet to speak to anyone who supports this project in anyway at all.

We have lived on this street for 34 years, at 2025 Sandy Point Rd., which is across the street and very slightly south of the proposed development.

We have great concerns regarding the increased traffic flow. During what will be a very long construction period, heavy trucks and other construction vehicles will disturb our quiet neighborhood, damage our street, and any blasting which may need to be done has potential to damage our houses, outbuildings, wells and septic, our privacy, and our enjoyment of our neighborhood.

We have no sidewalks, and minimal lighting, so increase traffic flow will be dangerous for our many walkers and their pets who are out on a daily basis.

After completion, the increased traffic associated with workers, inhabitants, and their visitors, will also endanger and disturb their reluctant neighbors. How much ambulance and fire traffic will be expected? This would also create an increased disturbance in the neighbourhood which has previously enjoyed privacy and quiet.

The corner at Sandy Point Rd and Foster Thurston, which is already treacherous, will be subject to increased traffic flow and, amazing as it is that there has not yet been a fatality there, I fear that the increased traffic flow due to Ethos may indeed result in such an event

Our enjoyment of the plentiful wildlife is also at risk, and our wildlife and our pets will be at increased risk of being hit by vehicle. As a veterinarian, I object vigorously to putting these animals at risk, and the abundance of wildlife is why I chose to live in this neighborhood.

I will also point out that the proposed walking trails will be a risk for exposure to the plentiful Ixodes scapularis ticks that are endemic in Millidgeville. Ticks do not come to an area solely on the deer population, although they unfortunately get called deer ticks. They are equally plentiful on rodents and birds, and most of the Ixodes scapularis species in this area are proven to contain Borrelia burgdorferi, the bacteria which causes Lyme disease.



We vigorously oppose this development, and vigorously resent the fact that the developer has misrepresented the level of community support for this project.

Sincerely

Dr. Catherine Adams  
Mr. Kevin Gallivan  
2025 Sandy Point Rd.,  
Saint John, NB  
E2K5H1

*Dr. Catherine Adams*  
*Kevin Gallivan*



Rick Watters

Jan 23/21

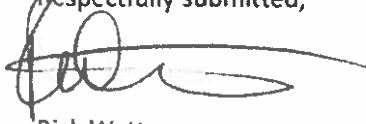
928 Kennebecasis Dr

Saint Jon NB E2K 5A8

To Whom it may concern.

Please be advised that I am against the development proposed by Ethos Ridge in the Sandy Pt. Rd. area. I don't consider that a 120 unit project fits the neighbour character of the area. Also I don't think that the existing road will handle the additional traffic that would be created by the development.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Rick Watters', written over a horizontal line.

Rick Watters



2151

Jan 12, 2021

PAC Chairman,

I am writing to express my objection to the development of the "Ethos Ridge" project, on properties located near Sandy Point on the Kennebecasis river. The property proposed to be developed is currently designated as "Rural Resource (RU)" within Plan SJ. It is an undisturbed forested area which abuts the Kennebecasis river and is presently provided pedestrian access from adjacent "RR" and "R2" residential areas.

A significant concern is that the development will necessitate a major extension of the City's infrastructure to provide access roads, power, water and sewage services to meet the requirements of this high density apartment complex and ancillary facilities. This would result in considerable environmental degradation to the existing greenfield forested area from the scarification and removal of materials over several hectares to facilitate construction and operation of the project. Additionally, modification to the existing environmental landscape would also be necessary to allow operational road access and emergency egress to and from the project site to Sandy Point and Pelton Roads.

Further, within the larger area surrounding the project site the existing road infrastructure will see considerable increase in vehicular traffic on both Sandy Point and Pelton roads. To access the project both during construction and operation vehicles must travel through the intersections of Sandy Point Road/Foster Thurston Drive and Sandy Point Road/Kennebecasis Drive/Westmount Drive. Both of these intersections have poor sight lines and carry considerable traffic to and from the hospital, university and "Peninsular Princess" ferry landing at peak times during the morning and evenings. This increased traffic will undoubtedly expand the risk of the potential of vehicular accidents and given that there are no sidewalks on Sandy Point or Pelton Roads in this area, the potential for pedestrian accident would increase as well.

Another concern with respect to road infrastructure is that of the topography of the Pelton road which as it exists is very challenging. The road has a very sharp blind turn coupled with a steep gradient which I do not believe would meet current design guidance for safe vehicular access/egress or clearances for pedestrian usage.

In my opinion to address these specific traffic/pedestrian issues would result in major capital works costs for the City in order to mitigate the potential of increased risk of accidents. In addition, the extension of the City services infrastructure will also encumber the City with the requirement to maintain and service; water and sewer lines as well as pumping stations for the life of the development. All of these additional costs would of course be born by the citizens of Saint John.

Therefore, in conclusion I do not agree with a development of this type of high density occupancy project within the proposed area.

A concerned citizen of Sandy Point Road,



Fraser Forsythe  
forsythe@rogers.com



2021/01/16

To Whom it may concern,

I am writing regarding the pending Ethos Ridge development. I believe that the addition of a multiunit housing complex will change the community and not for the better. We live in a low-density rural area, and the sudden addition of a large residential complex does not fit the style of the community.

Further, the Developer has made no effort to ease the disruption this facility will place on the community. In other municipalities, city councils requires developers to provide benefits to the local community in exchange for approval to develop an area. Although an increased tax base will help Saint John as a whole, what is the Developer doing to maximize the benefit for the local residents? When speaking to a representative from Ethos Ridge they indicated there will likely be an additional 180 vehicles in the area as a result of the new residents and facility staff. The Westmount Dr./ Kennebecasis Dr./ Sandy Point Rd intersection is dangerous to begin with, and I believe the increased traffic will further exasperate the issue. This intersection is on the list of locations considered for a traffic circle. If the Saint John City Council does approve this development, I ask that they require the Developer to be responsible for solving the problems it is going to create in our community as a condition of their development.

In summary, I do not believe this development will have a positive impact on the local community and the increased traffic will result in an increase in accidents. I ask that the Saint John City Council reject the proposal to develop the area with a high density living facility. If not, I ask the City to make the Developer responsible for alleviating the traffic burden the facility will create.

Thank you for taking the time to read this.

Best regards,



William Derks

308 Pelton Road  
Saint John, NB  
E2K 5H7



**Carole and Joel McCarthy**

**994 Kennebecasis Drive**

**Saint John, NB E2K 5A9**

**January 14, 2021**

**It has recently come to our attention that a 120 condo unit building may be built close to our home. We wish to object to this large development based on the reasons stated in this letter.**

**The area in question is currently zoned rural for a reason, meaning there are no sidewalks, wide roads or current infrastructure to accommodate a huge high rise of this size. Currently there is already a safety concern at a very dangerous intersection across the street from the former Cherry Brook Zoo. This will be significantly worse with a large increase in traffic.**

**This project would be ideal for Saint John in the properly zoned area somewhere designated in the PDA according to Plan SJ. Our rural area boasts no convenience stores, retail or even gas stations within miles.**

**Changing the zoning would alter the quiet character of this neighborhood for generations to come. It would decrease the value and enjoyment of the nearby homes, some of which have very high tax rates. People have moved to this location to escape high density, such as we did 17 years ago, from uptown Saint John. Putting a building the size of an uptown hotel in this quiet area would be unusual to the point of being almost comical.**

**Noise and traffic aside, there is a legitimate safety issue considering the lack of a fire station in Millidgeville. The Fire Department has stated that they currently lag in national emergency response times to this area. This is a serious matter when you consider adding 120 condo units in a zone already lacking proper response times.**



We feel as though this development would cause discord with the quiet suburban nature of the area. There are many current condo vacancies for seniors at Chateau Champlain and elsewhere, making the business model for this large undertaking in this part of Millidgeville questionable.

It is for the above stated reasons that we respectfully oppose this location and wish the development well in a new proper area within the PDA (Primary Development Area) in accordance with Plan SJ.

Sincerely,

A handwritten signature in black ink that reads "Joel McCarthy". The signature is written in a cursive style with a large, looping initial "J" and "M".

Carole and Joel McCarthy

994 Kennebecasis Drive

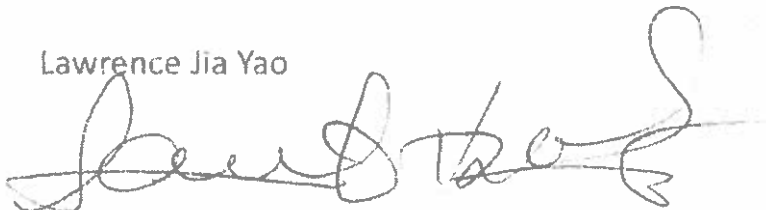


To Whom It May Concern,

My name is Jia Lawrence Yao, reside in 41 Westmount drive, Saint John, NB. E2K 5G1. This letter is to express my concerns about this new Ethos Ridge Development. Our neighborhood is a very quiet residential area, by putting such a development will significantly increase traffic and will for sure affect the quietness of this neighborhood. More traffic will also bring unforeseeable accident and things that I don't want to talk about. We appreciate the lovely environment that we worked hard and paid for. This development will have negative effect on our property values that I personally will not accept. Please take my concern into your consideration and be mindful to not approve this development. Thank you in advance for your effort.

All the best,

Lawrence Jia Yao

A handwritten signature in black ink, appearing to read 'Lawrence Jia Yao', written over a light blue horizontal line.

Friday, January 15, 2021



Subject: Ethos Ridge Development

Date: January 17, 2021

To who it may concern;

I am writing this letter to express my strong opposition to the proposed Ethos Ridge Development. This development will be very detrimental to the area. First of all, developing outside the PDA will be added stress on the already strained city services.


As a long time resident and property owner of Sandy Point Rd , large developments like this do not fit in with the mostly single family homes in our rural setting neighborhood , with very little traffic. This development will also add to our growing deer problem, taking away more of there natural habitat.

Do we really need to develop more land which needs water, sewage, road maintenance for the city to service??

Let alone our property values will almost certainly decline.

I urge you to disapprove the proposed rezoning, and from recent conversations with my neighbors, I know my opinions are shared by many.

Bob and Kim DeLong  
2173 Sandy Point Road

  
Kim DeLong



January 10 2021

His Worship Mayor Don Darling, Deputy Mayor Shirley McAlary, and Counsellors

Re; Development of Ethos Ridge off of Sandy Point Rd and Pelton Rd

We are concerned that the (complete) Neighbourhood in the area of this planned development has not been informed or consulted or even been given any details (exact or otherwise) of this project! In actual fact no details were brought to our attention, except by concerned neighbours!

**From what little details we have that are only second hand news,  
We do not approve of this project in our neighbourhood in any form, or any way.**

To start with the project has been **mostly hidden from the people that would ultimately be most effected by it,** so it, does not sit well to start with being a hidden agenda until the first meeting about it in council on Jan 11 2021 where undoubtedly it would be unsuitable to attend due to social distancing with Covid 19.

That being said, what we do know about it, is that it is planned to be a commercial endeavor of a 120 unit apartment complex featuring bistro bakery and bar at minimum, placed in a residential area of traditional individual family homes and a farmland.

Has there been any environmental impact study done and may I have a copy sent to me?

**We do not see this as a development that fits into the family values and home residential structures of our community, or showing anything but distracting from our community.**

**Traffic must be considered,** as at this point, as at many times of the day it is difficult to get out of our community in emergencies or during times of heavy traffic. When the Millidgeville Ferry is in and cars are coming up Kennebecasis Drive we can barely exit from this area as it is. Once you are heading towards town it can get even more congested heading towards the area where the zoo was, we have seen it backed up bumper to bumper all the way from there to Westmount Drive and down Kennebecasis Drive and with a full stop in our direction there's no getting out of here until traffic clears. DO you see a safety issue in this?

Then bring spring floods that are getting worse each year, and often close off Kennebecasis Drive into the mix each spring.

We have often traveled from direction of the main highway driving through Foster Thurston and counted 450 or more cars driving through there before we get from one end to the other or sat at the corner by the closed zoo trying to get out heading towards city or towards Foster Thurston Drive waiting in the morning while bumper to bumper traffic heading towards the regional hospital doesn't let anybody get out of here. This has been brought to council's attention in years past and hasn't been addressed. This Traffic has been, for a time greatly reduced since covid 19 as there are not as many people heading in the direction of the hospital.

In conclusion this has been a quiet, family neighbourhood where We have resided for over 56 years, it is family orientated with lots of children and we prefer it to remain so. We do not wish to have 120 extra cars and extra people noisily coming out of pubs / bistros or even without that part **the loud traffic noises**

**We respectfully ask that this neighbourhood remain a Quiet Residential Area with no apartment complexes, and that this unwanted development not proceed.**

Residents of 25 Scenic View Drive Saint John N.B. E2k 5K3

*E. Thelma McKim*

Thelma McKim

*Estey McKim*

Estey McKim



54 Beach Road  
Saint John NB E2K5H5

January 16, 2021

**Re: Proposed “Ethos” development between Sandy Point Road and Pelton Road, adjacent to Kennebecasis River**

I have been a resident of Beach Road for more than 30 years, and wish to express my concerns regarding the above proposal to construct a high density apartment complex on land currently classified as “rural”.

It appears to be a development of significant magnitude, with the potential to house well over 200 people, and could result in a large cost to our city, which is currently experiencing a financial crisis. Costly creation of roads, water supply, sewerage, lighting etc. will occur, along with the potential for environmental damage and the loss of flora and fauna.

The whole area is a quiet, residential part of the city, not even needing sidewalks for the few people living here to walk safely for access or exercise. The increased vehicle traffic will increase risk after construction, and the development phase could be particularly noisy, dirty and dangerous.

Development will always be an issue, and usually comes with a price. Therefore, it is my wish that before any begins that all residents in the surrounding area be given a voice, with the hope that the developers will be open to considering options with a lesser population density.

I would not be opposed to the development of a few garden homes, which would leave rather more green space intact for all to enjoy.

Yours truly,

A handwritten signature in cursive script that reads "Marie Oliver".

Marie Oliver

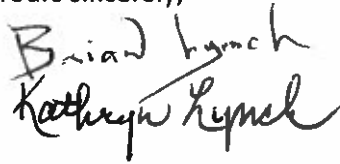


We always envisioned that this property would be developed with single family residences in keeping with the existing homes in our community. The construction phase of this project would bring mayhem, epic disruption and perhaps damage to nearby homes.

We ask that you not approve this development as we understand it does not meet with the approved Municipal Plan and raises serious concerns described by ourselves and others in the neighborhood. If approved it would forever change the community in a negative fashion.

Thank you for consideration of this matter.

Yours sincerely,

Handwritten signatures of Brian Lynch and Kathryn Lynch. The signature for Brian Lynch is written above the signature for Kathryn Lynch.

Brian and Kathy Lynch



Kevin & Brenda McDermott

33 Scenic View Dr

Saint John, NB E2K 5K3 January 14 2021

kevinmcdermott@rogers.com 632-0815

## To City Council

Re: PROPOSED MUNICIPAL PLAN AMENDMENT RE: 2100 SANDY POINT ROAD- Re-designate a portion of PID No. 55233233 and PID No. 55233977 from Rural Resource and Park and Natural Area to Major Community Facility

Our Neighborhood is very rural with narrow streets, steep ditches, numerous hills with no sidewalks which makes life challenging now especially in the winter with traffic coming and going from our homes on Sandy Point Rd, Pelton Rd and Scenic View Drive and with increased traffic of 437 vehicles estimated daily we feel it is a **safety hazard waiting to occur!**

Children ride their bikes on the side of the street with gullies that are often filled with water from large rainfalls and school buses transport them and stop and pull into Scenic View Dr to pick up students then back across Sandy Point Rd onto Pelton Rd **where some of the increased traffic will be coming and going** – the buss then proceeds up a steep hill with a **blind knoll just where the entrance to your 2100 Sandy Point Rd will be.** Students walk on the side of the rd. navigating the hill, snow banks and traffic on Sandy Point and Pelton Rd.

We have had incidences of cars going in the ditch and a school bus that slid on the hill and into the steep gully on the downward grade towards Pelton Rd.

Pelton Rd also has a significant blind knoll and its steep grade makes winter and summer navigating on narrow streets tricky for drivers and pedestrians. With the proposed increase in traffic, the weather, the school buses I feel this will create bottlenecks and concern for accidents and put our children at risk!

In looking at **the Entry Drive Diagram** which goes along Ridgeview Trail – driving in the winter may create challenges in both ascending and descending that hill to the exit and entrance of Sandy Point Rd **which is where the blind knoll is.**

Our neighborhood already has traffic increases in the summer every 45-60 minutes from the Ferry - Peninsula Princess at the top of the hill by Westmount and if traffic is heading left on Foster Thurston the traffic from the Hospital, Xerox employees etc. make it dangerous and challenging in the am and afternoon turning left at the zoo onto Foster Thurston and the Arterial. I feel there should already be lights there due to accidents resulting from high traffic times and not having a clear view to the left due to brush and trees impeding a clear view to pull out. **We oppose this development at the proposed location.**

**Respectfully Brenda & Kevin McDermott**

*Brenda McDermott*  
*Kevin McDermott*



Brian and Kathy Lynch  
46 Beach Road  
Saint John N.B. E2K 5H5  
January 22, 2021

Mayor and Saint John Councilors  
City of Saint John N.B.  
PO Box 1971  
Saint John N.B. E2L 4L1

Dear Mayor and Saint John Councilors:

Regarding the Proposed Ethos Ridge Project 2100 Sandy Point Road

The magnitude of the apartment complex proposed for 2100 Sandy Point Road was a surprise to us and we have concerns with the development and the effect it will have on our community. We have been Beach Road residents for 38 years and very much appreciate being able to live in an area with a low traffic flow that allows us to safely walk the neighborhood on a daily basis. Our primary concerns are with the increased traffic flow, increase in storm water drainage and the ability of the city's water and sewerage infrastructure to efficiently handle the flow from this project. Also, the needs of the retirement community that Ethos Ridge is supposedly targeting are already adequately met by the Shannex complex and The Chateau Champlain in the Milledgeville area.

From the documents submitted regarding the proposal to Common Council for your January 10, 2021 meeting we are not able to have a clear vision as to what the project will entail. The overall theme of the project is presented as being that "Ethos Ridge is a proposed 125 Unit retirement community located in Milledgeville...". However, later in the documents it is described as, "Not only will this project provide housing opportunities for seniors, and residents who may not want to leave this gem of a community...". Suggesting the project will provide apartments to both the senior community and others. The point being that it will not be solely a retirement community but more apt to be an apartment complex. If so, this complex will substantially increase the traffic flow to the area and put demands on the infrastructure much greater than if it was a retirement complex solely for seniors 75+. It is also interesting to note there are only 3 handicapped parking spaces out of 70 in the parking garage which seems inadequate for a retirement complex.

There is already concerns with the traffic flows and speed of traffic on the Sandy Point Road speedway. A few days ago while walking we witnessed a distracted driver ignore a yield sign at the Westmount Drive intersection and if it not for the on-coming driver with the right of way slamming on his brakes at the last minute there would have been a major collision with severe injury or death.



January 20, 2021

Blake and Bonnie Crawford

2024 Sandy Point Road

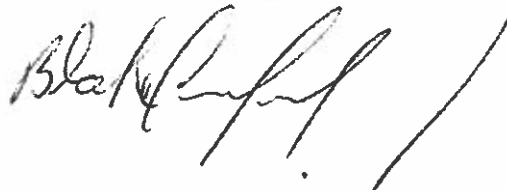

Saint John, NB E2K 5G9

To Whom It May Concern

I am writing this letter to address concerns that we have regarding the Ethos Ridge development on 2100 Sandy Point Road. We built our home 30 years ago and have lived in this quiet neighborhood and raised our children here.

- 1) There will be a huge increase in the number of vehicles on the street. The exit and entrance on Sandy Point Road is at the top of a blind hill where children play and families walk. There are no sidewalks and very little lighting there. This increases the likelihood of accidents.
- 2) We are concerned that the construction of this complex will cause problems with our well as we live below the level of the building and blasting will be necessary. We have no interest in hooking up to city water as it will be too expensive for us to do so and we are very happy with the well water that we currently have.
- 3) This complex will destroy the green space that the deer in this area (highest population of deer in the city) and they will have to migrate onto our property for feed. As you know we have the highest rate of tick in this area.
- 4) We are a secondary road and do not get ploughed sometimes for a day or two. This makes a dangerous situation for emergency vehicles to enter the complex at their intersection and also Sandy Pt Rd intersection.

Blake and Bonnie Crawford

  January 20/2021



Jan 21, 2021

To whom it may concern:

We would like to express our concern for the proposed Ethos Ridge development. We do not believe that this kind of development is appropriate for the area and we can see no reason for changing the zoning to allow it to happen.

This is a quiet community, which is why we moved here 25 years ago, and the Sandy Point, Pelton and Westmount roads are used extensively by the residents for walking, jogging and biking. We feel the long-term traffic, and the heavy traffic that will be the result of the, we expect, lengthy construction process, will be highly detrimental to this activity.

Already, in advance of any kind of approval, the developers have driven steel tracked vehicles the length of Pelton road with resultant mess and damage to the road. This, we sense, is a harbinger for what is to come.

We are also concerned that the project, once started, will not be adequately completed, leaving the land and area a mess. We are well into the second decade of putting up with the eyesore caused by the development on Fieldstone drive and we really don't want to see that kind of mess on both sides of the road.

The land in question, in our opinion, is best suited for a park or greenspace, but if development must occur, it would be much more appropriate for single family houses as that would be in keeping with rest of the community.

Sincerely,



Mary Beth and Robert Ash

72 Beach Road

[Robert.ash@lordsheffield.com](mailto:Robert.ash@lordsheffield.com)

506 650-9891



January 22, 2021

To Whom It May Concern;

The following are my concerns about the Ethos Development at Sandy Point area in Millidgeville.

Safety and security is paramount . The entrance to the Foster Thurston and Sandy Point roads are extremely busy at this point in time requiring a roundabout for the heavy traffic. Many speed, rushing to their destination of the hospital, university or ferry . The streets are dangerous for walking or cycling as they were never designed for heavy traffic, just a country road. There are no sidewalks nor street lights as in other city neighbourhoods. Many from the neighbourhood have relocated here because of the quiet rural community.

With the Ethos Development project there will be delivery trucks, staff, ambulances, residents and families entering and exiting. Huge machinery will be operating daily for months upending the geological structure in the area. The noise is another factor.

Our wells and septic systems will be affected possibly contaminating the water.

My home is on the water and is lower than the development which concerns me. Since the development of Fieldstone Subdivision on Foster Thurston , there has been an increase in water drainage causing ditches to overflow and culverts to be replaced several times in one year. This is extra costs to the city. creating drainage , culverts replaced within a year of each other because of the force of water pressure. I have a brook running into my property which has overflowed because of the water flowing downhill. This created heavy costs of a retainer wall and drainage as well as a neighbours road to be built up. This will worsen with the drilling of the rock ledges and clearing of the forest area causing unnatural flow patterns and erosion. This area on the Kennebecasis River is an important watershed and most vulnerable. We are having more flooding as climate change progresses. Home insurance rates have increased due to this vulnerability.

Thanking you for your time.

Margaret Hayward  
2180 Sandy Point Road  
633-0132  
trulyhayward@hotmail.com

*M. Hayward*



January 12, 2021

To: City Council & Planning Advisory Committee of Saint John, NB

This letter is regarding the plan for development "Ethos Ridge" for 120 residential units complex, to be built at the parcel of land off 2100 Sandy Point Road and was introduced to city council on January 11th, 2021.

As property owners, just across the street from this development, we have great concerns that this development will cause us undue hardship and undermine our quality of living.

First and foremost, we moved to the neighborhood about three years ago. The reason we bought the property was that we enjoy its rural setting and that the house not connected to the city water and septic services. Now, if this development goes ahead, it will counter the exact reasons for our decision to move here at 2045 Sandy Point Road, Saint John, instead of choosing to live in Rothesay or Quispamsis. We don't want the city water and sewage and we don't want to be forced to pay for it.

Second, the area is zoned rural and outside the primary development area according to plan SJ, we would like that the previous decisions that were implemented from prior council and plan SJ, to be honored. Basically, we don't agree to having our rural neighborhood to become a commercial one.

Third, this development will create excessive noise, lights and air pollution from the heavy traffic from cars, trucks, ambulances, fire trucks, etc. Our narrow street is not designed to accommodate such an increase in traffic, there is also no sidewalks and would become a security issue with all the pedestrians walking in the neighborhood. Furthermore, due to the heavy construction, it can compromise our water well.

Finally, we are not against this project, this project looks like it has great potential and could easily be developed somewhere else in the city, like for example, on the property of the Cherry Brook Zoo. This project does not fit our needs and will disturb the neighborhood in an unprecedented way. Just like Westmount Street already said NO, we ask city council to vote against this project, we are not any different.

Thank you for reading,



Stephane Brideau



Nancy Brideau

2045 Sandy Point Road  
Saint John  
E2R 5H1  
Tel: 506-657-6460



January 22, 2021

Rosanne & Michael Thorne

30 Beach Rd

Saint John, NB

To Whom It May Concern,

I am writing this letter today to express our objection to the proposed development of land between Pelton and Westmorland road that is currently zoned rural.

This parcel of land should not be developed into a 120 unit residential complex as it certainly does not fit the surroundings, nor can the area accommodate the significant increase in traffic this development will bring. This is a very quiet residential area that supports a large population of wildlife. Outside of the increased traffic for the residents, is the significant impact on wildlife this development complex will have. There currently is a large deer population that have always lived in this area. Increased traffic and decreasing animal habitat will pose a significant safety risk for both residents and the animals that reside here.

My husband and I have lived in this area for over 30 years and are very disheartened to see this beautiful piece of land be turned into large heavy traffic apartment complex that will forever more be an eyesore. This will change the natural environment and will bring negative consequences for years to come to all the citizens that call this area home.

I understand the need to grow as a city, but we need to make sure decisions made today align with the needs and values of the community. I trust you will make the right decision on this issue. Thank you for your consideration to our viewpoint.

Sincerely

*Rosanne & Michael Thorne*



308

16-Jan-2021

To Whom it may concern,

I am writing to share my concerns regarding the proposed Ethos Ridge development. As a resident of Pelton Road, I believe the neighbourhood will be adversely affected by this project.

The area is a quiet, spacious, rural neighbourhood, with limited vehicular traffic. These aspects make it a wonderful place to live and raise a family. A high-density development does not match the community landscape. This is evident based on the area being zoned RU (rural) and outside the PDA (Primary Development Area). The disruption to the neighbourhood by the construction process will negatively impact daily life of all the nearby residents.

As a rural area, there are no sidewalks in the vicinity, which is currently not an issue given the low amount of traffic. Many of the residents, myself included, often go for walks along the roads of the neighbourhood. These roads are hilly and have areas of low visibility for oncoming traffic. Both the construction and the addition of 120 residents to the neighbourhood will result in a significant increase in vehicle traffic. This increase will make it no longer possible for members of this community to safely walk in their neighbourhood. In my opinion, this is a major issue for both current and future residents of this neighbourhood.

Thank you for taking the time to read this.

Sincerely,

A handwritten signature in dark ink, appearing to read 'L. Ott' with a stylized flourish at the end.

Lindsay Ott



360 Pelton Road  
Saint John, NB E2K5H7

January 23, 2021

City Clerk  
15 Market Square  
Saint John, NB, E2L 1E8

Dear Sir

This letter is written in opposition to the proposed "Ethos Ridge" development at 2100 Sandy Point Road.

I have been a resident of this area for the past 50 years. Before purchasing my own property at 360 Pelton Road I lived with my parents on Pelton Road. When I purchased my property I was very aware of the services provided and the services I would be responsible for in terms of infrastructure and maintenance. In this area I have a well and a septic system, paying myself for the infrastructure and its maintenance. The road infrastructure is minimal with no curbs or sidewalks and the lowest priority for snowplowing. The city provides garbage pickup, minimal road maintenance and basic lighting. I pay the same tax rate as other primary homeowners in the city. I have happily lived here since 1986 content with my choices and responsibilities.

The following list states some of my concerns for the development:

1. the impact of blasting and construction on the infrastructure of my well and septic system
2. the impact of the change in topography due to the construction of a 4 story, extensive complex on a parcel of land that is bounded by the Kennebecasis River and the subsequent changes to drainage and the water table.
3. the impact of construction vehicles accessing the area constructing a roadway into the construction site
4. the impact of increased traffic on the single entry roadway (Sandy Pt Rd and the newly constructed roadway entering on to Sandy Pt Rd)
5. the inadequate traffic report taken during the pandemic shut down and when the ferry was not in operation and not including the critical intersection of Sandy Pt Rd and Foster Thurston/Sandy Pt Rd adjacent to the zoo

Concurrent with these concerns are my questions:

1. Has there been a proper environmental assessment done to determine the impact of blasting and construction and how that seismic activity may impact on the wells and septic systems of the area? If so what are the results/indicators of the effects?



2. Has there been a proper environmental and fisheries departments assessment done on the impact of changes in the drainage and watershed to the river system and to the quality and availability of water for all dependent on the water table for their wells? If not, why not? This is an important component of the possible impacts of the development and proper authorization should be required at both a local level and at a provincial level.
3. Sandy Point Road from Westmount toward the Beach Rd is a narrow roadway with a narrow shoulder and deep ditches. Has the city considered the impact of the increased traffic especially with large construction vehicles on the road infrastructure? Should the proposal go ahead will the city be responsible for returning the road to its present condition? Will the city bar all construction vehicles from accessing the construction site by way of Pelton Road? This past week when excavators could not access the property from Sandy Pt Rd they drove the excavator on its metal treads down Sandy Pt Rd and then down Pelton Rd to access the site.
4. Have the fire, police and ambulance services been consulted regarding the single entry into a site, along a roadway that will be at a steep grade with a hairpin turn into a proposed 125 unit complex for people 75 years of age and older? If so, what are their concerns?
5. There is no doubt that the traffic in our area will be greatly impacted by the addition of 125 households, employees of the complex and service vehicles required to maintain the complex. The traffic study included in the proposal is deficient in its data as it did not survey at a time of normal activity such as non pandemic, ferry running, and beginning at 7am. The school buses arrive before 8 am for example. Will there be a proper study of the traffic pattern to include the intersection at Foster Thurston and Sandy Pt? It is the area of bottle neck at peak times.

Thank you for the opportunity to express some of my concerns with a proposal that does not meet Plan SJ policy. There have been many homes built in this area over the 50 years of my life here and the promise of new neighbours and a consistent level of activity has always been welcome. My objection is to the 'spot change' in zoning, something the city council has sought to avoid in Plan SJ, and a complex that would be completely out of synch with our rural designation. Additionally forcing neighbours to conform to water and sewage changes inflicted upon them through this development is totally unnecessary and extremely costly.

Sincerely



Jill Jollineau



Leo Maloney  
29 Scenic View Dr.  
Saint John, NB  
E2K 5K3

Jonathan Taylor  
Common Clerk,  
City of Saint John

RE: Ethos Ridge Proposed Development

I am writing to express my opposition to this project. The area of the city in which this project is proposed is a uniquely quiet residential neighbourhood, composed entirely of single family residences. It should remain as such. I, personally, would not oppose the identified area being rezoned to single family residential. However, the proposed commercial development project would have a dramatically negative effect on the neighbourhood in regard to increased daily traffic and the overall tranquility and lifestyle of those of us (many retired) who live here. I am also concerned about the impact that the construction may have on the water table that we all rely on for our well water. Simply stated, this project is a bad fit for this neighbourhood.

Signed,



Jan. 21, 2021



352 Pelton Road  
Saint John  
New Brunswick  
E2K 5H7  
January 28, 2021

Mayor Darling and Councillors

Re: Proposed Municipal Plan Amendment 2100 Sandy Point Road

Concerns

- Zoning changes

There are numerous inconsistencies between the different reports within the proposal. For instance, the number of units, the sanitary load calculations, height of the facility and traffic numbers.

- Water and sewage

The neighbouring properties all have wells and septic systems . When my husband and I built on Pelton Road in 1991, the well-digger said he was getting pretty worried about the availability of water because he had dug most of the wells on the street and it was becoming more difficult to find water.

Presently there is no water and sewage at 2100 Sandy Point Road. The proponent must provide these services and an entrance to the site. It is proposed to join with the City services at Westmount Drive and bring the lines along Sandy Point Road to 2100, through the field and over the hill. I am quite worried that the construction of the water and sewer lines to this site may change the flow of water or in some way damage the water table. There is history of that happening in adjacent properties when a well has been dug. If my well casing gets cracked or if the water table is drained due to this construction, is the city of Saint John prepared to dig me a new well?

Having the proponent provide the infrastructure for the water and sewage implies that there will be little cost to the city. BUT on Page 272 it says the city "has advised that downstream wastewater lift stations are at or near their pumping capacity." These stations are scheduled to be upgraded in the coming years but no specific time is given. Will this not be a considerable cost to the city?



- Traffic Study

This study was conducted around the time that COVID restrictions began which limited traffic from the east coming to work and study at UNBSJ. The Millidgeville ferry wasn't operating, and there was no mention at all about the very dangerous intersection of Sandy Point Road and Foster Thurston.

There was no mention that when there is high flooding in the spring in exceptional flood years, (2 in the last 5 years), Kennebecasis Drive is closed. In any full moon, high tide and torrential rain then Foster Thurston and Ashburn Lake Road are closed for a couple of days. Sometimes both major access roads are flooded at the same time.

- Environment

Page 273 of the proposal states that the majority of the stormwater will go directly into the river. Most climate change specialists are predicting higher seasonal temperatures and precipitation with more severe rain storms and greater snowfall, bringing increased precipitation. Floods once expected every 30 years are now more likely to be once every five years or even every two to three years.

Paved parking spaces, the removal of vegetation and the covering of much of the acreage with the building along with a paved street will cause an enormous amount of groundwater run-off.

This property and the neighbouring ones might also become more vulnerable to flooding. Might that mean an ugly seawall along the river?

The environmental impact of a development of that size on the river will be great. Even if the building is sited back from the shore, will the developer remove shoreline vegetation and put in lawn right to the water? A 30 m. buffer is required by provincial law, but it's very rarely followed and almost never enforced. People usually want an unobstructed view. Building on the shore could increase erosion and destroy the shoreline ecosystem.

I respectfully ask that an environmental assessment be undertaken which would concentrate on all aspects of this proposal.

Sincerely,



Joan Pearce 652-1551  
352 Pelton Road Saint John, NB, E2K 5H7



420 Pelton Road  
Saint John, NB E2K 5H7

January 29, 2021

Mr. Jonathan Taylor  
Common Clerk  
City of Saint John  
15 Market Square  
Saint John, NB

Subject: Proposed Municipal Plan Amendment "Re 2100 Sandy Point Road"

Dear sir

Thank you for the opportunity to express my views and concerns regarding the re-designation of the properties identified as PID numbers 55233233 and 55233977 and the proposed amendments to Schedules A and B of the Municipal Development Plan and to extend the boundaries of the Primary Development Area (PDA) to accommodate the proposed Ethos Ridge Development.

The Public Notice states that the reason for those changes is "To permit the development of a retirement community". Yet the re-designation of PID no. 55233233 from Rural and Resource to stable area as clearly shown on the map has absolutely nothing to do with the retirement project. Is there some kind of hidden agenda here? The re-designation should not be allowed without full disclosure.

Currently the relevant portion of the PDA lies to the west of Sandy Point Road and Westmount Drive centered on the junction they make with Kennebecasis Drive. That junction is the closest point on the PDA boundary that you can get to the proposed development. It is approximately a quarter of a kilometre away. There is clearly no common boundary between the two, as the proposal would have us believe.

Under the subtitle Future Land Use Schedule B (page 270 of the proposal) the first paragraph states, "the proposed Ethos site is literally touching/adjacent to the edge of the existing PDA along Sandy Point Road". This is not so!

The same paragraph goes on to say Policy LU-1 recognizes that the boundaries of land use designation are 'intended to be approximate'. This is not so!

However Policy LU-3 does state 'that the boundaries of land use designations, as shown on the Future Land Use map (Schedule B) are intended to be approximate, except, where they coincide with roads or other clearly defined physical features.'



This clearly and firmly fixes the MPA boundary passing through the Sandy Pt Rd/Westmount Dr/Kennebecasis Dr junction. There clearly is no common boundary!

Under the heading Major Community Facilities the first paragraph (page 271) of the proposal states:

“By providing aging in community, Ethos proposal will contribute positively to the neighborhood as ensured by Policy LU-90”.

Policy LU-90 follows in its entirety:

Council shall: Ensure that new major community facilities that are used by residents across the City and the Greater Saint John Region are located in areas designated Major Community Facilities and shall generally be Permitted only subject to a rezoning process where compliance is demonstrated with the following requirements:

- a. The proposed land use is desirable and contributes positively to the neighbourhood;
- b. The proposal is compatible with surrounding land uses;
- c. The development is in a location where all necessary water and wastewater services, protective services, and appropriate transportation infrastructure including public transit can be provided;
- d. Site design features that address such matters as safe access, buffering and landscaping, site grading and storm water management are incorporated;
- e. A high quality exterior building design is provided that is consistent with the Urban Design Principles in the Municipal Plan; and
- f. Public transit and active transportation links are provided to and from other key destinations.

I find the quotation just above the insertion of Policy LU-90 above rather baffling and meaningless. The policy states what council will ensure happens in new major community facilities where compliance is demonstrated through meeting requirements a. through f. as listed above.

My views on requirement a. through f. and how the proposal responds to them follow:

- a. the neighbourhood disagrees
- b. it isn't
- c. I believe this requirement cannot adequately be met particularly with regard to protective services and transportation infrastructure including public transit.
- d. I believe the project cannot provide safe access. The remainder lies in the eyes of the beholder.
- e. the current zoning bylaws prohibit building heights above 2 storeys with a height limit of 11 metres. This plan clearly violates this requirement.



f. They are not at present, who will provide them in future?

If the PDA is expanded to incorporate the Ethos Ridge project where will the new boundaries be? The eastern boundary down Sandy Point Road should not extend beyond PD no. 55233977 in the absence of any good explanation of why PD no. 55233233 should be included. Will they extend east down Sandy Point Road just far enough to include the project? Will they extend north up Westmount Drive to the Kennebecasis River then down the shoreline to meet and coincide with the development? What would the property encompassed by the extension have in common with a 125 unit complex to justify it?

It seems to me that the re-designation of the properties represents a classic case of "Spot Rezoning" something that I understand PLAN SJ was designed to eliminate. I believe that approving this project would be a precedent-setting action that will come back to haunt city council.

#### Services

The developers intend to connect to the existing municipal sanitary and water system at the intersection of Sandy Point Road and Westmount Drive, some 250 metres southward on Sandy Point Road. Would this require that all of the residences on that stretch of road be forced to hook-up to the facilities as seems to be the normal practice? This would force these residents to undergo very substantial 'up front' costs, lose the long term benefits expected from their large investments in wells and septic systems and face the on-going costs (approximately \$1200 per year) for water that they neither need nor want.

#### The Access Road

On page 271 of the proposal in the first paragraph it is stated that "the subtle entry drive will rise from Sandy Point Road and then descend over the ridge which will completely hide the project from the road..." This seems to suggest that the access road will be something of a bucolic country lane. Surely the access road would have to be a city street conforming in all respects to the requirement of such; like all utility and services be underground, the street will be paved with sidewalks, curbs, storm sewers, markings and signage. A conforming street could hardly be called 'subtle'. The paragraph cited is, I believe, disingenuous.

Will the city be responsible for snowplowing, sanding, and salting? If so, given the nature of the development, it would probably have to be in the very high priority category for such.

Does it have the approval of our Protective Services like fire, police protection, ambulance service, etc.? If this proposed development had been in place when the decision to decommission the Millidgeville Fire Station would it have had any impact on the decision? It would not likely have changed the decision but would surely have been considered germane. These considerations are important – it is a single access to a complex consisting of 125 units for seniors 75 years of age and over – the access road seems to be about 0.5 kilometres long and comprised of a 180



degree loop astride the ridge that is very steep sided on the side away from Sandy Point Road. The grades are significant which could result in treacherous conditions especially when negotiating the 'loop' during our wintry season.

The traffic in and out will be significant – the proposal itself estimates that the complex will have 216 people in residence, in addition to 27 staff and an expectation of 108 visitors.

Since the complex is geared to 75+ years old folk who want to live an active lifestyle it is hard to believe that most of them will be willing to give up their driving privileges and their cars for a good many years to come (It is often expressed that 75 years of age is the new 65).

Exactly how much parking will be provided?

Additionally should the project proceed I believe that city council should require that the access road be completed and in service before any construction can begin at the building site. There should be an absolute ban on any construction traffic on Pelton Road, which is in no shape to handle it.

The last paragraph in the proposal states that, "an Engineer Traffic Study has been completed by Englobe Engineer to make sure no negative impacts to the local system will be experienced". To suggest that adding some 351 people will experience no negative impacts, most of them drivers, to this north end of Sandy Point Road, is utterly ridiculous, in my view.

The outdated incomplete study fails to recognize that the real traffic choke point will be where Sandy Point Road connects to Foster Thurston Drive. Very short sight line combined with morning and afternoon rush traffic would make Traffic Lights there absolutely required. Not doing so would be absolutely unconscionable on behalf of the city.

#### Water

All of the residents in the entire neighbourhood surrounding the proposed development are dependent on our wells for our water supply. We greatly fear that our wells will be negatively impacted by the blasting that would be required at the building site which sits on solid rock and during the construction of the access road that will need to be cut through the solid rock ridge that the access road will need to straddle and continue downhill to the building site.

Many of us have had problem with the security of water supply over the years.

I had to drill a new well some years ago because the old one kept running dry during the summer months. The new well had to be drilled to a depth of 500 feet before getting water and yet I have still run out of water during hot spells. I know of others in the neighbourhood who have also had to carefully ration their water usage to avoid running dry. One resident lost all of their water and had to drill a new one as a result of a neighbor drilling a new well.

Should this development go ahead I believe it incumbent on the city to require the developer to engage an independent contractor with the expertise to test all of the wells in the area for water quality and flow volumes to provide solid base-line data to use in any dispute resolution arising from the project.



It is my understanding that this proposal excludes consideration of using Pelton Road as a part of the traffic flow that would be engendered by its approval. The proponents are quoted in the newspaper saying that, "Traffic flow concerns will be mitigated by limiting property access to a single entry point off Sandy Point Road". The map that is part of the proposal shows only a gated entrance from Pelton Road to the complex presumably denying access to any motor vehicle traffic. The inclusion of Pelton Road in the project would require a whole new conversation by all the parties impacted.

In closing I wish to state that I would fully approve of any development proposal on the subject properties that is appropriate to the neighbourhood. This proposal, however, I feel will be highly detrimental to the residential character of the neighbourhood and highly destructive to the whole sense of 'pride in community' that forms the fabric from which all great cities are woven. All of the flowery phrases meant to evoke idyllic 'Shangri-La'- like images of the proposal cannot change the fact that it is inappropriate to this community. Many may suggest that our positions on this matter are elitist. Our community is composed of a broad cross-section of residents -employed and retired, residences comprised of floor spaces of 800 sq ft to grand homes as a review of property assessments would attest. We have welcomed construction in the area within and outside the PDA and an increase in our community population - young families bringing vitality and older members bringing wisdom with their experiences. It is the scope and magnitude of this particular proposal that we object to vigorously.

Thank you very much for the opportunity to make my views and opinions known. Writing this piece has given me a new appreciation for the burden that is placed upon you who are given the onerous duty of reading it and others of its ilk. Thank you very much for your patient commitment and exercising of 'due diligence' on behalf of us all.

Sincerely

Wayne Jollineau  
cc. Gary Sullivan  
John MacKenzie  
Sean Casey  
Shirley McAlary



January 29, 2021

To Mayor and Council CSJ, Common Clerk and PAC,

My name is Brian J. MacDonald, I live at 978 Kennebecasis Drive in the City of Saint John, E2K 5A9. My home phone number is 648-9481. I am writing in opposition to the rezoning and development of a 120-unit multi-storey residential complex to be located at 2100 Sandy Point Road.

PlanSJ was adopted in 2012 that clearly defined Primary Development Area (PDA) where 95% of all development (including senior living developments) was to be located using existing infrastructure. Rural low density residential areas are to be protected from high density development

Plan SJ recognized that there could be exceptions to allow other use buildings inside rural residential zones including; a developer was unable to find land for a proposed development. According to the developers, they spent a year looking for a property similar to the property at 2100 Sand Point Road – the exception is if land is not available inside the PDA for the development - not land similar to 2100 Sand Point Road. The development doesn't need 19 acres to replicate the buildings for the development and if required, a well-designed landscape plan would provide natural and sustainable amenities for older seniors.

Even if there were no available land to build a seniors' nursing home, Land Use (LU) 90 Plan SJ outlines a number of criteria that need to be satisfied before a development like the Ethos project could go forward. There needs to be a positive for the neighbourhood – there is a growing unanimous resistance to the project from the neighbourhood(s) affected by this project – where is the positive. Where is the compatibility of the land use; this area is low density rural residential – single homes. Seniors nursing homes are high density. To apply a schedule B designation of this development as a Community Facility that is surrounded by other community facilities like the SJRH, UNBSJ and the Peninsula Princess Car Ferry could almost be considered misleading. The SJRH and UNBSJ are several Kms away. The Peninsula Princess Ferry landing (probably better described as a transportation link) is over a km away from the actual physical buildings proposed for this development. . The Ethos facility will not be surrounded by other community facilities – it will be surrounded by single family homes in a rural setting. This development will negatively impact the adjacent property owners.

The proposed building site for the Ethos development is not adjacent to the existing PDA boundary line and existing infrastructure. The actual buildings are probably ¾ kilometer away from the PDA boundary having to drive past a number of homes and then turning and passing by other homes.

The City of Saint John has indicated that the lift stations servicing the existing demand inside the PDA in this area are nearing capacity – what will be the immediate impact and what will be the future impact on existing infrastructure as a result of an unplanned 125 units being added into a Rural area that is not zoned for such a development? Water pressure, has been an issue in the past for this area.

What is the implication for Protective Services, specifically fire services? Nursing homes and senior care homes like the Ethos development are classified as high risk, high density. There was no Emergency



Fire Response Plan as part of the proposal. Fires in these facilities require high number of fire personnel arriving at the scene within a recommended NFPA response time, with adequate water supply.

Building design within the context of the neighbourhood was an important consideration within the parameters LU 90 of Plan SJ. Does it complement the character of the neighbourhood? Four storey buildings, high density housing does not add to this rural residential neighbourhood. Ethos facility may be a beautiful building but out of context with single family homes in a rural residential neighbourhood.

Plan SJ's vision was to transform Saint John beyond traditional land use planning. Importantly, it tackles the "fundamental quality of life issues ....". Currently families living in this area can take a comfortable walk or bicycle without over worrying about a large volume of vehicle traffic and activity that will occur as a result of this development, it is just basically people who live in the neighbourhood – neighbours – that is what the area was intended to provide.

The Ethos development will require a large staff (most of whom, if not all, will drive to the development) to take care of over 200 seniors at various stages of senior life and to manage large multi storey buildings with complex building systems and maintenance issues that will require staff 24/7 - 365 days. There will be a need for a significant number of support services having to go to the complex on a regular routine basis (and off hours for emergency service) including garbage removal, food deliveries, routine service maintenance on different systems servicing the building (fire, heating, air conditioning etc.) are some of the outside agencies that will need to visit the site. This is a workplace imposed on a rural/residential area - a place that people go to work. Add to this work activity and vehicle traffic, family and friends visiting the facility at different times of the day, 365 days of the year. This activity and traffic doesn't end at the entrance to the site. There will be folks visiting seniors that will continue down Sand Point Road to Beach Road enjoying the views and looking at some of the new homes in the area. There is the cul de sac at the end of Pelton Road that has yet to be determined by the developer on how it may be used.

This increased activity and vehicle traffic resulting from this development is going to take away from the quality of life for families in this area had envisioned and enjoyed. There will be vehicle congestion, noise pollution from the traffic and light pollution from the facility itself.

There will also be a significant spill over effect onto the flow of traffic along Kennebecasis Drive, Westmount Drive and Sand Point Road leading to and from the connector intersection of Foster Thurston and Sand Point Road. The developers' proposal included a traffic study. The data used to develop the traffic flows did take into account the Pandemic affect but the use of past statistics, future projections, LOS really wasn't very clear, was it for a certain day, week, month or a year. A traffic study conducted by City of Saint John in 2011 confirmed what citizens living in the area at that time complained of the dangers at that intersection. A decade later families living in this area are again bringing attention to this dangerous intersection and asking not to add additional traffic into intersection, especially when it is not necessary. Any increase in traffic at the intersection near the former Cherry Brook Zoo location will make the intersection more dangerous. If you were to ask anyone living and driving in this area what their thoughts are on navigating through the Cherry Brook



Intersection – dangerous. The developer's study may paint a different picture but the reality is – dangerous. Increase traffic – more dangerous.

The intersection of Kennebecasis Drive, Westmount and Sandy Point Road is also a very difficult intersection, commuters are using the Peninsula Car Ferry to travel back and forth to work and often times might be in a hurry to get to work or to catch the ferry to go back home or to their cottages. This intersection is the exact location where traffic will be turning to enter and exit from that section of Sand Point Road leading down to or from the proposed Ethos development. Adding more traffic into that intersection creates more stress on travelling through that intersection, especially for residents living in the area.

The families living in this area are opposing this application; City of Saint John has already stated that the infrastructure servicing the PDA is nearing capacity in this area – the application does not satisfy the criteria in LU 90 Plan SJ or the designation of the development as a Community Facility in schedule B for this area and traffic concerns will be dramatically increased. I think the application to rezone the area should be denied.

Thank you for your consideration on this important community issue.

Brian J. MacDonald



January 15, 2021

To Whom I May Concern:

This letter is being submitted by myself, Lance A. Crawford and my wife Alana M. Crawford. We have resided at 2044 Sandy Point Road (PID 00052266) since April of 1991, and our property is adjacent to the proposed roadway leading to the proposed Ethos Ridge Development. We want it duly noted for the record, that at no time did we sanction the proposed venture, when the gentleman from Ethos provided us with the brochure announcing the project.

As senior citizens, some of our concerns, are as follow:

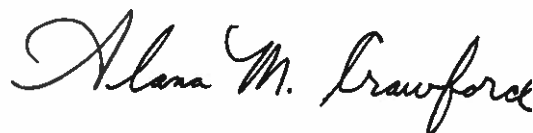
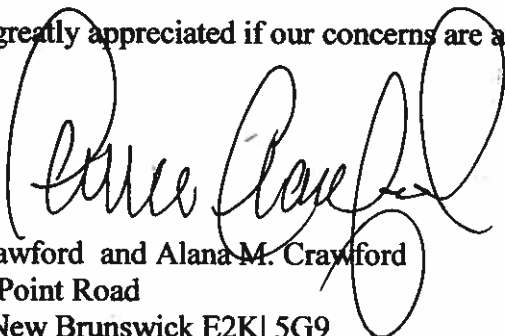
- Given that the current residents have their own wells and septic tanks, any blasting would pose an opportunity to destroy these infrastructures.
- What are the plans regarding water and sewerage to the proposed Development? It is our understanding our current neighbours on Sandy Point Road have their own wells and septic tanks, and do not need, nor want to be included in any plan to join the City's systems. For example, our house would be close to 400 feet from any water and sewage lines and to join the City's systems, could cost us in excess of \$60K.
- Given that Sandy Point Road is a tertiary road regarding plowing in the winter months, has there been any thought to how Fire and/or Ambulance vehicles can adequately provide protection to "seniors" in the proposed complex, at the top of the Ridge, given that the slope on the hill is at least 30 degrees?
- We are extremely concerned regarding increased road traffic, noise pollution and years of construction traffic on our already extremely narrow, congested streets, that do not have sidewalks or proper lighting? It is already extremely dangerous walking our surrounding narrow streets, and we presently have grave concerns for the residents' safety.
- With regard to vehicle traffic, what measures would be taken with respect to the increased congestion at the intersection of Foster Thurston Drive, which is already a disaster waiting to happen?
- What measures are being taken regarding the safe relocation of the huge wildlife population that currently has made this area their home?
- Has any consideration been given to the safety and health of potential workers on the site, in regard to exposure to ticks and the risk that they carry Lyme Disease? Do the employers of these workers accept potential increase workers'



compensation costs because of this potential risk to their workers? For your information, untreated, Lyme disease can spread to other parts of your body for several months to years after infection, causing arthritis and nervous system problems.

It would be greatly appreciated if our concerns are addressed.

Yours truly,



Lance A. Crawford and Alana M. Crawford  
2044 Sandy Point Road  
Saint John, New Brunswick E2K1 5G9  
506 633-5189 or 506 333-5201  
bkdandy@nb.sympatico.ca



Stephen Ough  
1970 Sandy Point Road  
Saint John, N.B.  
January 20, 2021

January 23, 2021

Planning and Development Permit Department  
15 Market Square  
Saint John, NB, E2L 1E8  
(506) 658-4455

To Whom it May Concern:

This letter is a written confirmation of our express opposition to the development of the Ethos Ridge Development at 2100 Sandy Point Road ("**Project**") without the proper transit, road development, sideway, traffic management, water and sewage infrastructure enhancements being incorporated as part of the larger development and community impact plan.

For the record, we are supportive of development in our neighborhood, and for the developers of the Project; however, we as the community at large, are asking the City of Saint John to mandate the required upgrades to the surrounding infrastructure to support a safe, moderated, and balanced approach to a high traffic development in a low-density region of the City of Saint John.

It is our position, and that of our surrounding members of the community, that the Project developers have not completed a thorough review of the considerations to congestion and traffic impact mitigation.

We are long standing members of the community and supporters of development in the City of Saint John as a whole. It is the entrepreneurial drive of developers, businesses and companies that will enable Saint John to excel long term. To be supportive of the Saint John Vision and economic development, we are requesting that the City of Saint John take a balanced approach of all parties involved by requiring the following Project enhancements as part of the approval requirements to the development permit:

Traffic Congestion Mitigation:

- Traffic lights to be installed at Foster Thurston Dr and Sandy Point Rd (in front of the zoo),
- Traffic lights to be installed at Kennebecasis Drive and Sandy Point Rd (4-way intersection).

Pedestrian Safety and Community Impact Mitigation:



Without these mitigation measures, it is our strong and measured opinion, that this development should not proceed.

Yours truly,

A handwritten signature in black ink, reading "S. Ough". The signature is written in a cursive style, with the first letter "S" being large and prominent, and the last name "Ough" following in a fluid, connected script.

Stephen Ough



## Development of 2100 Sandy Point Road

**From:** "rbazaluk@bellaliant.net" <rbazaluk@bellaliant.net>

**To:** "rbazaluk@bellaliant.net" <rbazaluk@bellaliant.net>

**Priority:** Normal

**Date:** 01/16/2021 03:56 PM

City of Saint John Planning Department

I am writing to voice my objection to the proposal to develop the property at 2100 Sandy Point Road. for a Seniors Home

As you are aware the property is currently zoned rural, and the developers wish to change this to build a 125 unit Seniors Home on the property. I have read the material from the developers hand out as well as their website and I find a few irregularities between the proposal and their website.

1 - No where in the developers literature from the Council meeting does it state that these units will be owner occupied, in their literature the developer says that elderly people do not want the responsibility of ownership, yet they are proposing a strata development where the proposed residents aged 75+ will be owners. .

2 - I have read absolutely nothing stating that the developer will be undertaking an environmental study. This complex will destroy countless habitats, such as Blue Jays, Finches, Chickadees, Robins, Cardinals and Eagles. Not to mention the construction will push Skunks, Raccoons, Opossum, Rats, Field mice and other critters from their habitat to the surrounding homes causing an increase in pests and damages caused by these animals.

3 - The developer has shown on their proposal that they wish to install a " canoc launch " on the river, they could not have picked a worse location for this, just slightly downstream from the narrows at Sandy Point where the current is extremely swift making it hazardous for all but the very experienced canoers ( most 75+ seniors are not experienced canoers ) The current is so swift that it pushes the ferry ( which is located a few 100 yards downstream ) approximately 20-30 yards downstream,.. a 75+ years old will not be able to handle this current safely and with the Fire Hall located at University & Millidge Avenues closed, the swift water rescue equipment will be more than 10 minutes away

4 - The statement that the facility will only be seen by a few nearby homes is completely false, the developers documents show the project is 50 feet tall and will be visible to the majority of properties on the west end of Pelton Road.as existing stands of trees will be insufficient to block out its presence I myself will be looking at a workshop, truck/park turnaround, and a garbage facility and a 50 foot tall building 50 feet from my property

5 - Speaking from experience ( 30 years in the Vancouver Fire Rescue Services with 14 of them in charge of dispatching Fire apparatus for 7 different Fire Departments ) I am gravely concerned with the proposed location of this facility. 9 km from the closest Fire Hall, this puts the residents of this facility at a greater risk of insufficient medical protection.

The NFPA standards for dispatching is 63-103 seconds per call, in other words the call taker/dispatcher takes between 63 - 103 seconds to collect the information from the caller and dispatch the apparatus. If I give the benefit of the doubt on the low side I will say the call takes 1 minute. The Fire Hall is 7-8 minutes away so if I add the 1 minute to the 7-8 of travel time I come up with 8-9 minutes and I have not taken into account the 45-60 seconds for the fire personal to suit up, get on the rig and leave the hall, this now takes us to between 9-10 minutes. I also have not taken into consideration the time it takes for the call to be generated to 911 Very few people know what to do in this situation, their loved one has collapsed and their first response is to see what is the problem. If they are alert enough to notify and nearby staff it will take another 1-2 minutes for staff assistance to arrive before any call to 911 is initiated. So to be realistic,



1/16/2021

Development of 2100 Sandy Point Road

an occupant of this facility will be looking at approximately 12 minutes before professional medical help arrives.

*When a cardiac arrest occurs, it is essential to start cardiopulmonary resuscitation (CPR) within 2 minutes. After 3 minutes, global cerebral ischemia (the lack of blood to brain) can lead to progressively worsening brain injury.*

*By 9 minutes, severe and irreversible brain damage is likely. After 10 minutes the chances of survival are low.*

*Even if a person is resuscitated, 8 out of every 10 will be comatose and sustain some level of brain damage. Simply put, the longer the brain is deprived of oxygen, the worse the damage will be.*

This appears to be a wonderful project in the eyes of the developer but certainly not for the health and wellness of the proposed occupants. This proposed location is completely wrong and should not be approved for development as a Seniors Facility

Robert Bazaluk

*Robert Bazaluk dated January 16, 2021*

433 Pelton Rd

Saint John NB

rbazaluk@bellaliant.net

674-9085



Fr. George Losier

2021-01-14

Dear Mayor and Saint John Councillors,

I have been reading a proposal put to you on January 11<sup>th</sup>, relating to a proposed amendment to the Municipal Development Plan for 2100 Sandy Point Road from Rural Resource to Major Community.

Further reading has perked my interest in opposing the proposed. The rationale for the Ethos Ridge Proposal is very forthcoming in the way it's public relations and marketing people have promoted this sight as to be the withal for seniors. Though it is a bit narcissistic in the Ethos Ridge's approach to the city and surrounding citizens about the way water runoff and automobile traffic is to be controlled along with safety.

On page 272 of the Ethos Ridge Proposal, it states detailed storm water management plans and a design report indicating how storm water will be managed on site in accordance with the City's Storm Drainage Design Criteria and all applicable drainage by-laws. The onsite storm water management will be designed to achieve a net zero impact.

It further states on page 272 ---Although the overall development is expected to increase the storm water runoff from this site, the majority of this increase will continue to be discharged directly to the Kennebecasis River through overland methods; ditches, swales, and site grading.. A small portion of this site, adjacent to Sandy Point Road' will require storm water management as it will be discharging into the existing overland municipal drainage system on Sandy Point Road. Control of this increase in runoff will be achieved through the design and construction of various retention features including rain gardens, bio swales, and storm water retention ponds.

I believe that the runoff now on Sandy Point Road is controlled by ditches not city drains.

It also states that in preliminary discussions with the city, they have been advised that downstream wastewater lift stations are at or near their pumping capacity. These stations are to be upgraded in the coming years, BUT, we will work with the municipal staff with regards to flows from our system.

I would also like to point out we have also had many problems with water mains breaking in the area and water pressure.

There's a lot of misleading information and divertive tactics by the Ethos Ridge proposal in these statements alone. In my experience and noted estimates of the city's engineering projects, duly the West Side water fiasco, I have lost faith in their engineering ability to get things done right in some cases. The Ethos proposal and the above statements leave me cynical about their ability to curb water to achieve a net zero impact on the area in which their proposal presents.



The most important issue to my mind is that the area to be developed is in a part of Saint John that is the Pelton Road and the last part of the Sandy Point Road before it meets the Kennebecasis River which is NOT serviced by water and sewer systems, and it's a community has mostly wells and cisterns, these systems being mostly downhill from the proposed construction site. It is very possible and most likely that these wells could and would be contaminated during construction, let alone the problems arising from the cisterns.

It is by the Ethos Ridge Proposal admittance that the flow of water and sewage will greatly increase the pressure to our water and sewage limitations. To an amount of 423609.43 litres per day. Remember the city has already stated that the pumping stations are already at capacity. Does the Saint John Council have an estimated cost to increasing the volume of our water and sewer pumping stations capacities to meet and exceed the requirements of such a project as the Ethos Ridge proposal.

Other interesting factors pop up concerning the Ethos proposal. It is not all that forthcoming about the cities involvement in their construction project. For one thing they say they are going to connect with Saint John's water and sewer systems and the start of the Kennebecasis Road and Sandy Point Road where the service end at that point. There is substantial distance to the proposed driveway from this point. Who will pay for this extension, the Saint John City or The Ethos Ridge company ? I believe that the infrastructure needed for this project is beyond what the City could pay at this time as I believe that the City of Saint John would have to extend the water and sewer to all citizens in this area, to make sure the water and sewage were right. With a facility of this size sidewalks would have to be included for the safety of the seniors who may want to walk beyond their facility.

If the construction were to go ahead without new water, sewage, and infrastructure I can foresee many problems arising from the poor planning of the water control system proposed.

Other situations will arise with the traffic in this area. In the Ethos Ridge proposal they specifically point only to the areas directly pertaining to Sandy Point Road and Kennebecasis Drive and directly pertaining to the entrance and exits to the complex. What about where Sandy Point Road meets Foster Thurston. This section of Saint John's city streets was another illi planned project. It's a spot where, it's accident waiting to happen. Either lights or the reshaping of the road would need to be done.

The reason I mention this is the increase of traffic that the Ethos Ridge proposal fails to mention in this area and that the Traffic Impact Study was done during the Pandemic. This Traffic study being done during this time of the Pandemic is not conducive to the natural flow of traffic during a regular year. There is no mention of when the Millidgeville ferry is in operation and the amount of traffic it creates during the months it is in operation. I live quite near the ferry and recognize the increase in traffic every

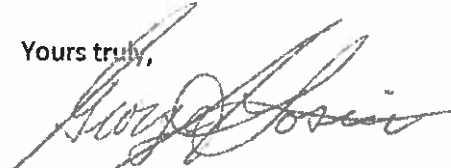


year. It also creates a backup problem at the Sandy Point Road and Easter Thurston corner mentioned above.

Another concern is the recent closing of the Millidgeville Fire Station due to Saint John's budget's scrutiny and cost cutting. Within the parameters of Millidgeville we now have 4 new apartment buildings just off of University Ave. Shannex on Millidge Ave., the Regional Hospital and various homes and older apartments. It leaves one's mind in consternation as to what would the results be if we had a major fire in any one of the complexes.

I thank the Mayor and City councillors for their time to listen to the citizens of this area where the proposal to re-designate our Rural Resource and Park to a Major Community Facility is in conflict with the citizens of the Sandy Point Road, Pelton Road, and Kennebecasis Drive area where the Ethos Ridge Proposal would like to construct their facility.

Yours truly,



George Losier ph. 506 642 5937 glosier8807@bellaliant.net

4 Lentook Ave.

Saint John N.B.

E2K 5G7



To Whom it May Concern,

This letter sets out the reasons for my opposition to the proposed municipal plan amendment to allow a senior's residential complex at 2100 Sandy Point Road. In addition to concerns about protecting personal use and enjoyment of my property and my neighbourhood, the factors that are relevant to your consideration of this application include construction impacts, traffic and road safety, environmental impacts, costs and risk that the development will not succeed.

As a general principle, I do not support significant changes to Plan SJ that may be a precedent allowing other developers to argue that they too can develop in a rural area outside the City centre. Not only will spot zoning in a residential area result in alienation of the residents of the area, urban sprawl can compromise the current growth being realized in uptown Saint John.

Given the current pandemic, concentrating a significant number of seniors in a high-density complex may need to be reconsidered. Housing seniors in an isolated area remote from the amenities of Saint John is not desirable. Uptown Saint John is undergoing a renaissance, so a seniors complex would best be positioned in that high density area, close the amenities the City has to offer. The Uptown, with the City Market, Imperial Theatre, Harbour Passage, churches, shops and restaurants, as well as new exciting developments like Fundy Quay, would be a preferable location for this population, assuming they are willing to live in a congregate setting.

A senior's complex aimed at residents 75 years of age and older could be beneficial to residents of southern New Brunswick. I appreciate the need for more seniors housing and development in Saint John that will lead to an increase in its tax base, given the significant financial challenges the City faces. To continue with its recent success in increasing the number of new buildings, the City needs to continue to make prudent development decisions, especially in following its plan. Plan SJ has put the right kind of development in the right place. Moving the boundary of the primary development area to accommodate this proposed development is contrary to the plan's intent; it clearly considered this a rural area.

#### Use and enjoyment of property in a rural neighbourhood

My wife and I have lived in Millidgeville for the past twelve years. We moved to 470 Pelton Road from Deverber Terrace 16 months ago to enjoy a home in a quieter area with a larger lot. Our new home was in an ideal location as it was in a quiet rural neighborhood just minutes from the hospital where we work. Despite being within the city limits we can sit on the beach at night in solitude. The closest home we can see is across the river and the only ambient sounds are the waves and occasional noise from the ferry crossing the river or a distant train. The natural setting also allows us to watch the bald eagles and osprey from our living room.

The entire Pelton Road neighborhood will be adversely affected by the proposed development. Currently this neighbourhood is truly a rural neighbourhood with many small one storey homes. The neighbourhood's character is truly reflected in the plan SJ rural designation of this area.

The proposed development would result in a 24 meter high building built on higher ground in a lot adjacent to ours. The base of this building would be 13 meters higher than our house which would result in the new large structure towering 37 meters above our small one storey house. Building a 24-metre-tall structure in a rural area will constitute a significant threat to the character and desirability of all of



the other properties in the area, which have had to remain within the 11 meter maximum height allowed in an area designated as rural.

An immense structure, both in square footage and height, will undoubtedly compromise our current serene setting, as well as that of our neighbours, with noise, light and sound pollution. It will diminish sunlight on our property and be detrimental to our greenhouse during the day and its lights will impinge on the natural darkness of the night. More people and vehicles will mean more noise. The significant elevation difference between the complex and our house gives rise to concern about damage from storm water run off. Although the current plan describes this run off as going into the river, I would suggest that much of this run-off would enter my property and damage my house, greenhouse and landscaping.

#### Construction Impacts

Construction of the proposed building complex near our property raises concerns about damage to our home and surrounding landscaping. The site, like my lot, is located on bedrock so there will be blasting required for preparation of the site. As well, the topography of the site will result in significant alterations of the terrain on the access road from Sandy Pont Road. Past development in the area (Fieldstone Subdivision) caused contamination of the wells on Pelton Road, where some residents had to drill new wells. Blasting and construction noise, including that from movement of heavy equipment to and around the site, is not in keeping with the quiet rural neighbourhood setting to which we moved.

#### Traffic and Road Safety

The proposed plan illustrates a gated secondary access to the development of the end of Pelton Road, which has no sidewalks. Pelton Road is a narrow winding residential road with a steep hill on a blind knoll, that cannot reasonably accommodate an increase in traffic. Vehicles using the access to Pelton Road during construction or an emergency would compromise the safety of pedestrians and homeowners driving to and from their property, especially when there is low visibility due to weather or a narrowing of the roadway due to snow and ice.

The main access to the proposed complex is off Sandy Point Road, which although recently paved, lacks a sidewalk. Any 125 unit complex will result in a significant increase in traffic volume. The proposal's traffic report would suggest that there will only be a slight increase in traffic, however doubling the volume of residents in the neighbourhood and the addition of people visiting and working at the proposed senior citizen's residential complex will increase the traffic to a significant extent.

Sandy Point Road will have three critical intersections: one intersection at the former Cherry Brook Zoo, the four corner intersection of Sandy Point Road, Kennebecasis Road and Westmount Drive, and the intersection created to provide access to 2100 Sandy Point Road. All three intersections involve blind knolls and sharp corners. Given the demographic of its residents, it is reasonable to anticipate there will be frequent emergency response calls to the site of the proposed development. A fire truck will have to navigate long steep winding roads to the complex. The tortuous nature of these roads with school bus stops and no sidewalks will significantly increase risk of injury to pedestrians and those in other vehicles. This risk will further increase during the winter as this road is notorious for being icy. I regularly drive on Pelton and Sandy Point Roads during poor weather to attend to patients in the hospital after hours; my first-hand experience of the road leads me to consider that the current traffic report is not an accurate reflection of the likelihood and impact of accidents that may occur.



In addition to the risk to other vehicles and pedestrians along the route, these trips will add further mileage on the fire trucks and delay response to another call while firefighters attend to a senior in a relatively remote area. This risk of delay obviously has been compounded by the recent closure of the Millidgeville fire station.

#### Environmental Impacts

The building of a large residential complex on the Kennebecasis River will not only change the character of the neighbourhood and how residents enjoy it, but will also have significant environmental impact. The proposed site is one of the few areas of natural land remaining on the east side of the lower Kennebecasis River. Currently, there is significant wildlife in the area including bald eagles and osprey. Construction of such a large complex will disrupt their habitat. Such a large structure on the bank of a river will result in the loss of plants and trees and creates significant ongoing storm water runoff and erosion.

#### Other costs

The proposed residential complex may create new costs and potential obligations for the City because it is planned for a location outside the primary development area. As presented, the proposal for a senior's complex would stretch the current sewage system to its maximum capacity, such that further residential development would require new sewage infrastructure at the City's expense. Likewise, there is a potential need to expand bus routes and increase snow removal in the area. These are costs that can be avoided by situating a senior's complex in other parts of the City that are already appropriately zoned and serviced.

#### Downside risk

The developers responsible for this proposal are not experienced in the construction and operation of a residential senior's complex. There have been many changes to proposal in recent months, including the number of buildings, the number of floors and the number of units, which have undermined my confidence in the financial viability of the project to succeed. In the unfortunate event that the development were to falter, there could be no tax revenue, an abandoned site, a residence that does not meet required standards for housing seniors, or a building in the hands of a landlord that allows it to deteriorate, (like the Mitchell Apartments).

#### Conclusion

I oppose this development at its proposed location. A residence twice the height of rural residential buildings housing 216 people will permanently interfere with use and enjoyment of my home and will change the character of my neighbourhood. This development could cause physical damage to nearby properties, increase traffic and create long term road safety issues and irreversible environmental damage. Saint John should not be burdened by future costs or the risks associated with the proposal. I would respectfully urge that the property at 2100 Sandy Point Road not be re-zoned and the Plan SJ zoning requirements be upheld to keep the area rural.



John Mowatt 470 Pelton Road



To whom it may concern,

My name is Lisa Forgrave, and I reside with my partner Jason Parlee and our children at 1104 Kennebecasis Drive Saint John NB. I have lived most of my life in the Millidgeville area. I take great pride in having the ability to reside in such a well maintained, well cared for, quiet and safe neighbourhood. When we purchased this house in 2017, we decided that we enjoyed all the luxuries that come with living just outside of the "heart" of Millidgeville. We enjoy that we have a lot of privacy, that it is always very peaceful, that we know most of our neighbours and that there is very little traffic.

I am writing to express my strong opposition as a resident of the area to the 2021 proposed plan build by Ethos Ridge Development, of the 120-125 unit Residential Complex located on a parcel of land off 2100 Sandy Point Road, situated between Pelton Road and Westmount Rd. This area and land is considered a rural area, OUTSIDE the Primary Development Area according to Plan SJ. I understand that this is a very beautiful location, however, it is not zoned for such a Large Scale build. While the local community may be able to prevent the development I would imagine that not only the long time residents who have been residing in this area for many years, but new residents are strongly opposed to the addition of a complex of such magnitude. WE are not talking about a multi- family home, but a building that will house many residents as well as other care providers for what they are suggesting will be geared towards a senior demographic. I have NO idea how we are to know for sure that this building will only house seniors now and in the future to come. I have many concerns with what might happen if you go ahead with this plan.

First of all this is a very quiet part of Millidgeville and something we want to maintain as residents. Building this Large complex will require time, and that will mean that we residence will endure months if not years of constant noise. There will be a lot of trucks and large pieces of equipment being used in the process. Because this is considered a rural area, we do not have many side walks and honestly the lighting is scares. As residents who have been living here, we know that it can be dangerous walking the road and even to just pick up your mail. This 120 Unit Residence, will bring with a great influx in the amount of traffic and possible safety problems. I would imagine that at some point the city would be required to put in sidewalks and more lightening. As well as mentioned, if geared to a more senior demographic, the roadways would have to be easily accessible to the emergency medical teams that may required from time to time. We already struggle in this area to have it plowed regularly, so I would hope that you would have a plan for more plowing on these streets. It is also possible that with the surge in traffic it will make it less safe for students and children who are out walking in the mornings to get to their buses, as well as returning home afterschool. The lightening is so poor at times, and I do not have to worry about the traffic flow and my children walking to get home.

As well, in the

Millidgeville is also having grave issues with the amount of wildlife and deer that have having to relocate due to the current and ongoing development happening in and around Millidgeville. The loss of their home, forces them to displace, pushing them out and into our environments. This has put the Millidgeville area in a high risk zone of lime disease. I believe that this large development will further increase the risk of developing lime disease if you are driving the wildlife out into the more populated areas. This also increases the risk of accidents, car or person. The number of deer in this are is already



overpopulated. As a mother of 5 children, I do not want to see or have to worry that this may make things worse.

There are NO other buildings of this nature in this particular neighbourhood. Nor should there be. This is not the place to build such a large complex and I am disappointed that the council would even consider such a build. I am also sad to report that this plan build was not brought to our attention sooner and communicated to us residents before I had to hear about it from a neighbour and the article in the news paper.

I am also very interested in how this build will affect Not only mine, but the surrounding resident's property value, possibly lowering it.

I realize this is a beautiful area, but this area has always been preserved and I would like to see that continued. I and my family urge you to recognize our small voice and our concerns, and to disapprove the proposed plan build by Ethos Ridge Development, brought to you January 11<sup>th</sup> 2021.

I see another beautiful piece of property right in the "Heart" of Millidgeville for sale that might be a better location for such a large build and 125 Unit complex, that would allow for better access to other businesses, doctors, dentist, and emergency and medical staff, places to shop and walk too safely or even bus stops.

This is the listing link: <https://www.realtor.ca/real-estate/22423075/661-millidge-avenue-saint-john>

**\*\*This 9.36 acre island has over 1000 ft of shoreline and is located near upscale homes in the Millidgeville area of Saint John. The property features 2 sandy beaches as well as one large gravel beach. The underground power and telephone conveniently connects through conduit in the causeway and the building site is prepared. Deep water anchorage close to shore can easily accommodate yachts up to 150 ft with 10 drafts. Absolutely fantastic area for sail and power boating on the Kennebecasis River connecting to the St John River, Belleisle Bay, Washademoak Lake, Grand Lake, Grand Bay, the Saint John Harbour and the Bay of Fundy into the Atlantic! Walking distance to RKYC yacht club with the Saint John Regional Hospital, UNBSJ University, all levels of schools & the city center within a 5 minute drive. Rockwood Park with 2200 acres offering extensive outdoor activities is the largest park within any city in Canada and located 5 minutes from this property. (22341593)**

Thank you for your continued service and support of our communities.

Best regards,

Lisa Forgrave and Jason Parlee

*Lis Forgrave + Jay Parlee*  
*4-me@hotmail.ca / 506-333-5059*



Jan 25, 2021  
Common Council  
City of Saint John, NB  
Canada

To Clerk of the Common Council:

My name is Greg Collins, and I am an owner of 467 Pelton Road, Saint John NB. My wife Alisha Losier Collins is also an owner of this residence. This property is adjacent to the lot next to Ethos Ridge buildings are intended to be placed. Our property is the most impacted from the current design plans submitted to the City of Saint John on Jan 11, 2021. My purpose for writing this letter is to provide notice of my opposition for the proposed Ethos Ridge Senior development at 2100 Sandy Point Road. My property will be directly affected in many ways illustrated in the current proposal of 120 plus units.

The integrity of the rural area in my yard, my back yard, and all my neighbours' yard, are in serious jeopardy with an approval of Ethos Ridge proposed over development on said. The intent of the proposed development does not take into consideration "a voluntary pre-consultation with the Sandy Point Road community", as stated in the brochure. There is absolutely no regard in these plans for the neighborhood concerns despite the intent from the developer to "We care about the community impact of our project and believe that local residents should hear about it before the formal early steps of planning". Consideration, listening and satisfying the neighbourhood concerns has failed.

My concerns were clearly outlined when speaking over the phone with Scott Walton and Ian McLeod directly. From the proposed plans submitted to the City of Saint John, it is evident, none of the concerns have been considered or implemented since beginning the consultation processes. This fail to address my concerns in a fair and considerate manner and clearly outlines the intent of their overall development moving forward. I will provide an outline of some issues of Ethos Ridge over development to support the reasoning why City Council of Saint John must decline the amendment of moving the PDA of Plan SJ and rezoning the land from current RU zoning.

### **Building Height, visibility:**

The current zoning of RU does not fit the requested building size of 19.3 M. RU allows for 11 M in height. The proposed building size is 27.39' higher than what is permitted for RU zoning. Looking out my back yard the sun actually signs through the day from approximately 9:30 am – 8:00 pm during spring and summer hours. A building of this nature would completely obstruct natural sunlight, cause substantial noise and lighting pollution into a current RU neighborhood.

The proposed buffering has not been clear. Are 30 and 40' trees going to provide "only a glimpse of a 64 foot building set only 150' away? Who will be monitoring the buffering for properties? Is their going to be a condition mandated with an community agreed type of buffering zone?

### **RU Zoning for proposed Senior Development:**



The lack of conformity for Ethos Ridge over development is clear and present. The intent of developers has not considered the current zoning in their plan. This is evident with the proposed size and overall magnitude of project on rural land. Why build 120 plus units at 4 stories if you are and have considered the neighbourhood? Is this a considered and environmentally friendly approach? The answer is it does not fit. The City Council has an obligation to its citizens and more importantly taxpayers to protect communities such as ours. Changing a zone must not change the landscape of the land in question. The request to move the PDA and change the zone from RU to Community facility would undoubtedly change the landscape of land.

Personally, I am pro growth and development of our City. I have built more than one multi unit building and own several properties all within the Saint John City limits. This project does not fit the area currently zoned for single- and two-family dwelling units and mobile homes. The scale of the project does not fit the location and just changing a zone does support such a high-density scale development.

If this building were kept to the 11 m height scaled back to a much lower density than I may be in support of changes. With existing plans, I can not accept a building of this size in the area of land proposed, regardless of a zone change.

### **Pelton Road – Public Safety violation**

The proposed development plans on approximately 80% of all traffic through 2100 Sandy Point Road. The proposal also outlines 20% of all traffic through Pelton Road and through a proposed gated access. Community concern on traffic in general along Sandy Point Road, Kennebecasis Drive, and to the corner of Sandy Point Road and Foster Thurston, are impacted significantly, yet none more than Pelton Road.

Pelton road is a former cottage road, 6 M in width, resulting in a dead end. The infrastructure of this road has not been updated to support increased traffic flow. The original design of Pelton Road was done in 1950's and 1960's.

The safety of Pelton Road is a concern for my family of 4, including 2 children, and all the residents of Pelton Road. The developers are suggesting only 20% of overall traffic will be used on this road. 20% of what? 20% of 350 plus residents/workers/patrons? If we used 20% of the approximate 400 volume of traffic per day (perhaps higher during peak summer/fall time) = a minimum of 80 vehicles traveling back and forth on a road without any sidewalks, a blind knoll, and a severe turn with low protection barriers, is not feasible or acceptable in any City's plan.

Furthermore, this proposed 20% usage will be unchecked or unmonitored. How will the City control the amount vehicles used on one road versus Sandy Point road? In other words, there can be no control over the number of vehicles being used on Pelton Road or 2100 Sandy Point Road.

Construction equipment, emergency response vehicles, will not be able to navigate Pelton Road properly for a proposed senior complex with an average age of 75 years. The City may be held responsible for the safety on main roads with adequate infrastructure such as side walks, protection barriers (guard rail system on Saint John River edge), and water and drainage for the current proposed development.

### **Environmental Impact Water and Sewer Infrastructure:**



Why hasn't there been an environmental study been done or been requested to assess the impact on the surrounding environment? The City of Saint John NB and the Province of NB has an obligation to protect our natural environments such as the Saint John River Watershed. Meeting the buffer requirements shall not be enough to permit a large scale project of 120 plus units at 4 plus stories. "Discussing potential offset projects to remove unwanted flows from existing system", has been outlined in proposal. Why has this study or report not been done in advance before submitting for approval to council? This seems like a major reason for infrastructure expense to the City of Saint John without knowing in advance of what costs are or needs are to support a building of this size.

Plan SJ was designed with the PDA in place to protect such oversights and additional costs to the citizens and taxpayers of Saint John. Was this a primary reason why PDA was designed for Plan SJ?

Who is going to cover the cost of managing this infrastructure expense?

How much water is going to be moved into the Saint John River System from the proposed building size? Also, how much water will run off into adjacent properties from removal of vegetation and substrate overall? Why is this study or report not being presented now? The developer must be held accountable financially for "ALL" water flow increases to be diverted from proposed property "and" adjacent properties. Residents will not accept any additional water on properties because of project, nor any costs associated to moving potential water flows to culverts or overflow systems.

What condition will be implemented to ensure water is not running into my property and diverted into proper draining culverts and water reusage systems?

How will the City of Saint John ensure my property does not undergo loss of well and septic services currently in use?

Who will be responsible for the potential contamination in drinking water on my property at 467 Pelton Road? Water tests were mandatory prior to purchase in 2015. Who will cover the costs of any disruption?

In closing, I do not support the proposed the development of 2100 Sandy Point Road. I have outlined some of the most important reasons above which are direct reflection of public safety, the environment, and zoning within this community. Support for a project can be considered if conditions are placed on the development outlined in my letter. Without these conditions, which clearly protect City of Saint John's natural beauty and our community, my family cannot and will not support such a project. To speak to me directly you can reach me at my personal email [greg@collinstours.ca](mailto:greg@collinstours.ca).

Sincerest Regards,



Greg Collins  
467 Pelton Road  
Saint John, NB  
Canada



Questions included in letters:

Water and sewage/wells and septic

1. Does the Saint John Council have an estimated cost to increasing the volume of our water and sewer pumping stations capacities to meet and exceed the requirements of such a project as the Ethos Ridge proposal?
2. Who will pay for the extension of water and sewage services from the corner of Sandy Pt Rd /Kennebecasis Dr/ Westmount Dr and the entrance to 2100 Sandy Pt Rd?
3. Has there been a proper environmental assessment done to determine the impact of blasting and construction and how that seismic activity may impact on the wells and septic systems of the area? If so what are the results/indicators of the effects?
4. Do we really need to develop more land in Saint John that needs water, sewage and road maintenance?
5. The developers intend to connect to the existing municipal sanitary and water system at the intersection of Sandy Point Road and Westmount Drive., some 250 metres southward on Sandy Point Road. Would this require that all of the residences on that stretch of road be forced to hook-up to the facilities as seems to be the normal practice?
6. Have studies been performed and offered financial compensation to surrounding neighbours as to what impact this commercial development and land disturbance will have on their wells?
7. What are the hours of construction and the duration of the plan? Is there anticipated blasting? What guarantees are given to the neighbouring homes that there will be no impact to their basements (cracked foundations) and wells?
8. Will this new development be on city water and sewage? If so, can the system handle such a large quantity of water and waste? Will overflow be pumped into our beautiful river system?
9. If my well casing gets cracked or if the water table is drained due to the construction, is the City of Saint John prepared to dig me a new well?
10. On page 272 it says the city 'has advised that downstream wastewater lift stations are at or near their pumping capacity'. These stations are scheduled to be upgraded in the coming years but no specific time is given. Will not be a considerable cost to the city?



11. How will the City of Saint John ensure my property does not undergo loss of well and septic services currently in use?

12. Who will be responsible for the potential contamination in drinking water on my property? Who will cover the costs of any disruption?

Environmental and Drainage concerns

13. Has there been a proper environmental and fisheries departments assessment done on the impact of changes in the drainage and watershed to the river system and to the quality and availability of water for all dependent on the water table for their wells? If not, why not? This is an important component of the possible impacts of the development and proper authorization should be required at both a local level and at a provincial level.

14. Has there been an environmental assessment done and may I have a copy?

15. How will their engineering system guarantee flows and speeds to ensure no downstream?

16. Where will the storm water retention ponds be located?

17. Has there been a statement of the environmental effects done? Will there be an arborist report submitted?

18. What is the storm water management plan? Rainwater runoff needs to be critically planned and managed. How will the proposed storm water measures impact the neighbouring properties? What will happen 'downstream' (down the hill on Pelton Rd)?

19. Have geotechnical reports been provided assessing erosion and land slip that would impact the property and surrounding properties?

20. Light pollution is also of concern on both sides of the property. How will this be minimized?

21. This property and neighbouring ones might also become more vulnerable to flooding. Might mean an ugly seawall along the river?

22. Even if the building is sited back from the shore, will the developer remove shoreline vegetation and put in lawn right to the water?



23. Who will be monitoring the buffering for properties? Is there going to be a condition mandated with a community agreed type of buffering zone?

24. Why hasn't there been an environmental study done or been requested to assess the impact on the surrounding environment? Why has this study or report not been done in advance before submitting for approval to council?

25. How much water is going to be moved into the Saint John River System from the proposed building size? Also, how much water will run off into adjacent properties from removal of vegetation and substrate overall? Why is this study or report not being presented now?

26. What condition will be implemented to ensure water is not running into my property and being diverted into proper draining culverts and water reusage systems?

#### Traffic and Road Infrastructure

27. Has the city considered the impact of the increased traffic especially with large construction vehicles on the road infrastructure? Should the proposal go ahead will the city be responsible for returning the road to its present condition? Will the city bar all construction vehicles from accessing the construction site by way of Pelton Road?

28. Have the fire, police and ambulance services been consulted regarding the single entry into a site, along a roadway that will be at a steep grade with a hairpin turn into a proposed 125 unit complex for people 75 years of age and older? If so, what are their concerns?

29. Will there be a proper study of the traffic pattern to include the intersection at Foster Thurston and Sandy Pt?

30. Has there been any thought to how fire and ambulance services can adequately provide service at given the slope to the top of the ridge is 30 degrees?

31. Will the city provide proper lighting and street infrastructure to support the development?

32. What measures would be taken with respect to the increased congestion at the Foster Thurston/Sandy Pt Road "T" intersection?

#### 33. The Access Road

Will it be a city street? If so will it have to conform to all of the standards of such in new development paved with curbs, storm sewers etc?

Will all of the city services be underground including electrical wiring (consistent with new subdivisions across the city)?



Will the city be responsible for snowplowing, sanding, and salting?

34. Does it (the access road) have the approval of our Protecting Services like fire, police protection, ambulance service, etc? If this proposed development had been in place when the decision to decommission the Millidgeville Fire Station would it have had any impact on the decision?

35. What guarantee do we have that sidewalks will be built?

36. How will this impact existing landowners along the road? We are going from lower density to higher density traffic. Is this fair to the current property owners who chose to live in a 'non commercial', low density neighbourhood?

37. Would the city be updating the road with sidewalks and keeping them cleared in the winter so the children in the neighbourhood could make it to their bus stops safely, or the seniors in this resident could walk to the bus stop safely?

38. To get to this new development is a steep incline and decline, can emergency vehicles get here safely?

39. The developer was committing to not using that access (Pelton Road) but how can that be controlled?

40. How much ambulance and fire traffic will be expected?

41. The developers are suggesting only 20% of overall traffic will be used on this road (Pelton Road). 20% of what? 20% of 350 plus residents/workers/patrons? If we used 20% of the approximate 400 volume of traffic per day (perhaps higher during peak summer/fall time) = a minimum of 80 vehicles traveling back and forth on a road without any sidewalks, a blind knoll, and a severe turn with low protection barriers, is not feasible or acceptable in any City's plan.

#### Wildlife and Health and Safety

42. Has any consideration been given to the health and safety of the workers during construction and afterwards in this environment? (i.e. heavy deer population and tick population)

#### Boundaries and Rezoning

43. If the PDA is expanded to incorporate the Ethos Ridge project where will the new boundaries be? Will they extend east down Sandy Point Road just far enough to include the project? Will they extend north up Westmount Drive to the Kennebecasis River then down the shoreline to meet and coincide with the development? What would the property encompassed by the extension have in common with a 125 unit complex to justify it?



44. Surely there is plenty of land to develop that is already properly zoned, without seeking to rezone rural land and destroy more green space? Perhaps the developer could take over one of the undersubscribed projects already begun and revitalize it, or develop property in the city where retirees are more likely to want to live anyway?

45. Plan SJ was designed with the PDA in place to protect such oversights and additional costs to the citizens and taxpayers of Saint John. Was this a primary reason why PDA was designed for Plan SJ? Who is going to cover the cost of managing this infrastructure expense?

#### Miscellaneous

46. What is the developer doing to benefit the residents he will inconvenience during construction?

47. Exactly how much parking will be provided?

48. Will the trees (buffers) remain? Only clearcutting would allow for 'stunning water views'.

49. Questions directed to information in the brochure:

a) How will you create a destination for residents, their families, and their community?

b) 'amenities that have yet to be realized in our region' – which are what?

c) 'we care about the community impact of our project and believe that local residents should hear about it before the formal consultation begins' – when???

c)'services will respond to the evolving needs of your residents' – what ones? Will health professionals be on site?

d) 'preserving the forest canopy' How when you want to expose 'stunning views'? Can you guarantee a buffer of trees?

50. Has research been performed in the Saint John market that a facility such as this is in demand with the corresponding high price point?

51. In one meeting it was stated neighbours would be allowed to continue to walk on the paths of the site. Would we be given passes to do so? Explain how this will work?

52. There are already 3 seniors housing complexes in Millidgeville, are these full?

53. The price of these senior complexes makes us think that 75% of the residents will be coming in from other provinces, not NB. This will put a further burden on our health care system. Saint John already has many people still waiting for a family



doctor, are we going to be able to provide proper health care for all the new seniors coming into the province?

54. Will the trails be accessible for all neighbours or just the residents of the retirement home?

55. The proposal suggests that the location is ideal due to its proximity to Rockwood Park, the hospital, and the University. Yes, seniors are welcome to attend the University, but this number remains small and why not place the development closer to the park if proximity matters? Why would you need the park if you are going to have your own trails?

56. Who will be responsible if the market is not there for expensive senior housing or the building is too large for its market? Who will be responsible for the building if the developer cannot complete the proposal and our neighbourhood is tainted by an empty building or partially finished building?

57. What sort of research has been done to determine the suitability of this area for a retirement complex? Have the developers spoken with older people?

58. Why build 120 plus units at 4 stories if you are and have considered the neighbourhood? Is this a considered and environmentally friendly approach?



31-Jan-2021

Dear City Councillor/PAC Members,

My husband and I moved to Pelton Road after several years of looking for "the right home" that would give us peace and tranquillity. We wanted to keep our connection with the city, yet feel like we were not in the hub of it. When we found this property, we studied it carefully for a significant length of time to make sure it was the perfect location for our oasis. We absolutely love it for its calm, quiet and friendly atmosphere. The sunlight to our home makes us feel energized and upbeat. Our greenhouse allows us to grow organic healthy food that we hope will lead us to a long and healthy life.

The proposed Ethos Ridge development located at 2100 Sandy Point Road is one that I am opposed to. By that, I mean not development but "this particular development". This development is inappropriate for our area. As the city has said, Plan SJ was developed as a strategy to limit urban sprawl and add density to the core, ultimately providing a sustainable direction for Saint John. That is why the PDA exists. The city has spent millions of dollars and a significant amount of time to develop this plan with these objectives. To disregard this plan and change the zoning of 2100 Sandy Point Road to Major Community Development and move the PDA is irresponsible. In the past 9 years it has been very rare to move the PDA as a result. Plain and simple, Ethos Ridge development does not compliment the area, contrary to what the developers are suggesting. What would?? Single housing units or a small 1-2 story complex (under 11m in height) that would blend into the area. Not a 125-unit multilevel complex with a height of 24m.

I have multiple areas of concern over this large complex in our neighbourhood. They are as follows:

#### RE-ZONING AND MOVING THE PDA

In addition to not following Plan SJ as mentioned, changing the zoning and moving the PDA sets a precedent for future proposals. It does not blend in with the neighbourhood. The developer has stated in their proposal that the project will be "completely hidden from the road" as it will be situated behind the ridge. This is only a true statement from Sandy Point Road. The neighbours on Pelton Road will have this massive building invading their privacy. A building they will not be able to ignore due to its size. Allowing this complex at this location is irresponsible to the 75+ age group they say they are targeting. This population will not have access to amenities (pharmacy, church,

significant distance to walk to over a ridge, and many seniors are unable to walk that distance safely. The proposal suggests that the location is ideal due to its proximity to Rockwood Park, the hospital and the University. Yes, seniors are welcome to attend the University, but this number remains small and why not place the development closer to the park if proximity matters? Why would you need the park if you are going to have your own trails??? The trails at the park would be much safer than the ones they are proposing up the steep ridge. There are properties closer and safer to these stated necessities.



## SAFETY

Sandy Point Road and Pelton Road have a number of safety issues. Roads are narrow, poor lighting, no sidewalks, which increases the danger for pedestrians (including children and pets). Starting at the connection with Foster Thurston and Sandy Point Road there are several blind knolls and corners. Ironically, one is located at the entrance of the development, increasing the risk of car accidents, especially with emergency vehicles (EMS) entering and exiting. Traffic will be significantly increased with the residents, staff and visitors entering and exiting Ethos Ridge. The intersection at Sant Point Road and Foster Thurston is extremely dangerous now. The increase in traffic from this facility will be detrimental. A traffic controlled study was performed in 2010 and it stated that the City of Saint John will need to coordinate improvements to this intersection with any development plans in the general area.

There is an access to the property from the end of Pelton Road. A road that has been poorly maintained and has a very sharp turn and downhill with poor visibility. This area is known for poor and infrequent snow plowing. The concern again is safety (same as above) and deteriorating road condition from increased traffic, especially from heavy equipment. Parked cars on the street will cause congestion, as this road is narrow and no designated parking. This is likely as the access on Pelton is close to the complex. The developer was committing to not using that access but how can that be controlled?

Closure of the fire station in Milledgeville increases the response time, leading to poor outcomes. The entrance to the property is steep and difficult to access especially in winter months. Thus, making it difficult for staff, residents, visitors, and EMS. This should be assessed further.

## CONTAMINATION OF WELLS

This area has a history of well contamination and issues with water supply during single housing unit construction. Therefore, there is an increase risk with a much larger complex. Our property is next to it therefore, putting us at high risk. This would be very disruptive, costly, and unsafe.

## ENVIRONMENTAL

Storm water run-off, poor water absorption (due to the clearing of trees) and the amount of rock that exists in this area leads to flooding and contamination of neighbouring properties and the river. Our property is at great risk for flooding as we are adjacent to and below the complex. Contaminating the river places aquatic species at risk and thereby worsening those already at risk. We have not been provided with a plan to prevent erosion, flooding and contamination.

Bald eagles and Osprey nest and hunt in this neighbourhood frequently. They are put at risk from pollutants, a decrease in their food supply and by decreasing access to suitable nesting trees. Any pollutant that contaminates the river, contaminates their food supply. It will take a significant length of time to construct this development. Significant amount of noise from blasting and heavy equipment will negatively influence the nesting and reproduction of these eagles. Nesting followed by breeding occur from February-May. With the developer's goal of starting late fall to early winter this is of grave concern. Bald eagles remain on the endangered and species at risk list therefore putting them at risk is irresponsible.



Light pollution is caused by the lighting in and around the complex. This lighting has a very disruptive effect on flora and fauna cycles. It will also inhibit the observation of stars and planets and will disrupt the ecosystem by altering the environment which interferes with reproduction and thus decreasing population of species. The NB government and the Department of Natural Resources state there needs to be limited changes to the environment around an eagle's nesting site (noise and light pollution). The light will also be very disruptive to the houses surrounding the complex. We moved outside the PDA as that was the atmosphere we were looking for. The peace of the darkness, quietness, and the sounds of nature aid in the relaxation we feel after a long day's work.

Noise disruption to the neighbouring houses will be created by frequent visits from EMS vehicles, the dog park, number of residence and staff, increased traffic, lengthy construction involving blasting, rock hammering and heavy equipment. All of this will disrupt the peace in our neighbourhood forever.

The size and the location of this complex will block sunlight to our home and our greenhouse. The proposed development is placed on an area that is 11 meters above my home and the building is 24 meters high.

#### Privacy

Privacy will be completely lost for several homes on Pelton Road. The building towers over all these homes and there is direct visual access to our yards and into our homes from ground level and from the windows/balconies. We will lose the peacefulness at our waterfront significantly with 210 residents and staff. I am not interested in being a lifeguard. This is a river not a lake and the waters can change quickly. This section of the river has a strong current, placing the elderly at risk for drowning. The proposal has a canoe launch on site. So instead of relaxing after a long day I must be worried about those who may drown. I DO NOT want to be put in that position, nor do I want to risk being a victim. As we all know, the rescuer often becomes the victim. Residents with cognitive impairments living in an assisted living environment should not be placed at risk by living near a cliff with access to a large river.

The number of trees near the complex and the existing houses is minimal to none. Suggesting that planting trees near our homes to hide the complex is somewhat insulting. You would need to plant an enormous number of massive trees to block 24-meter building. With all the bedrock I doubt there is enough soil for large trees to grow and sustain a healthy root system for survival. That maybe possible if planting small trees but given the amount of time trees take to grow, privacy at ground level would be non-existent. We propose a fence or a berm with lots of trees and low shrubbery to aid with privacy. At ground level we have direct access to the property.

#### Potential Damage

There is concern regarding damage our water supply and to surrounding homes from blasting. This proposed site is close to homes on Pelton Road. The area consists of large amounts of bedrock that will transmit the energy through the rock in the form of ground and airwaves. It is well documented houses/wells become damaged due to blasting. It is not unusual for companies to declare they are not responsible. Who will be responsible for the damage created during construction? Those responsible must have document for each homeowner stating that they will cover the cost of any damage. That does not resolve the fact that this damage and needed repair is very disruptive and



upsetting. I suggest having a blasting seismograph be conducted to evaluate the risk of damage to surrounding homes. As well as a detailed description of how the planned blasting will be safely performed.

#### Cost for the City

There will be an increase in cost for city to maintain roads in the area due to increased traffic. Significant cost to upgrade the intersection of Santy Point road and Foster Thurston to reduce the safety risk. The roads will require frequent snow plowing to ensure EMS has access. As we are all aware, EMS frequent these senior developments. The city will also be responsible for the long-term maintenance and repairs to the water and sewage system. A system that is documented to be near or at max capacity. As taxpayers, we paid for plan SJ, a costly endeavour. To then ignore this plan to make exceptions for developments outside the PDA undermines the point of Plan SJ and therefore, wasting millions of dollars. Who will be responsible if the market is not there for expensive senior housing or the building is too large for its market? Who will be responsible for the building if the developer cannot complete the proposal and our neighbourhood is tainted by an empty building or partially finished building?

There are a number of issues that come to mind with this development plan. It is stated that the target age is 75+ years and they wanted to aid in maintaining a connection with the community. This facility has absolutely no connection with the community. It does not blend in or have anything to offer this area. This property is not on a bus route, there are no amenities, has a long and steep entrance, a drop off to the river and hiking trails with uneven terrain. This increases the risk of falls and fractures. Falls increase mortality. This design would be better suited in one of the areas of the city that would offer these seniors a holistic approach to aging. Not a place where they feel they are unable to escape. If it is the neighbourhood and residents the developer and city care about, this construction should be evaluated carefully. This is NOT the ideal location for this development!

In closing, I want you to understand that there have been several inconsistencies from the developer both verbally and in writing of the proposal. There has also been a lack of information provided to several residents of the neighbourhood surrounding the project. We are not able to obtain information from the city website due to the cyber-attack. The proposal has failed to have an up-to-date traffic safety report, an environmental and fisheries assessment and blasting assessment. The traffic report must include the traffic coming and going during the peak season of ferry operation and include restaurant traffic, as I have heard it will be open to the public. I do not see how this proposal could be granted without these assessments. As well as implementing sidewalks, lighting, road and intersection improvements and frequent plowing.

Concerned Resident of 470 Pelton Road,



DATE: 31 Jan 2021

Brenda Rolfe



To Whom it May Concern,

This letter sets out the reasons for my opposition to the proposed municipal plan amendment to allow a senior's residential complex at 2100 Sandy Point Road. In addition to concerns about protecting personal use and enjoyment of my property and my neighbourhood, the factors that are relevant to your consideration of this application include construction impacts, traffic and road safety, environmental impacts, costs and risk that the development will not succeed.

As a general principle, I do not support significant changes to Plan SJ that may be a precedent allowing other developers to argue that they too can develop in a rural area outside the City centre. Not only will spot zoning in a residential area result in alienation of the residents of the area, urban sprawl can compromise the current growth being realized in uptown Saint John.

Given the current pandemic, concentrating a significant number of seniors in a high-density complex may need to be reconsidered. Housing seniors in an isolated area remote from the amenities of Saint John is not desirable. Uptown Saint John is undergoing a renaissance, so a seniors complex would best be positioned in that high density area, close the amenities the City has to offer. The Uptown, with the City Market, Imperial Theatre, Harbour Passage, churches, shops and restaurants, as well as new exciting developments like Fundy Quay, would be a preferable location for this population, assuming they are willing to live in a congregate setting.

A senior's complex aimed at residents 75 years of age and older could be beneficial to residents of southern New Brunswick. I appreciate the need for more seniors housing and development in Saint John that will lead to an increase in its tax base, given the significant financial challenges the City faces. To continue with its recent success in increasing the number of new buildings, the City needs to continue to make prudent development decisions, especially in following its plan. Plan SJ has put the right kind of development in the right place. Moving the boundary of the primary development area to accommodate this proposed development is contrary to the plan's intent; it clearly considered this a rural area.

#### Use and enjoyment of property in a rural neighbourhood

My wife and I have lived in Millidgeville for the past twelve years. We moved to 470 Pelton Road from Deheber Terrace 16 months ago to enjoy a home in a quieter area with a larger lot. Our new home was in an ideal location as it was in a quiet rural neighborhood just minutes from the hospital where we work. Despite being within the city limits we can sit on the beach at night in solitude. The closest home we can see is across the river and the only ambient sounds are the waves and occasional noise from the ferry crossing the river or a distant train. The natural setting also allows us to watch the bald eagles and osprey from our living room.

The entire Pelton Road neighborhood will be adversely affected by the proposed development. Currently this neighbourhood is truly a rural neighbourhood with many small one storey homes. The neighbourhood's character is truly reflected in the plan SJ rural designation of this area.

The proposed development would result in a 24 meter high building built on higher ground in a lot adjacent to ours. The base of this building would be 13 meters higher than our house which would result in the new large structure towering 37 meters above our small one storey house. Building a 24-metre-tall structure in a rural area will constitute a significant threat to the character and desirability of all of



the other properties in the area, which have had to remain within the 11 meter maximum height allowed in an area designated as rural.

An immense structure, both in square footage and height, will undoubtedly compromise our current serene setting, as well as that of our neighbours, with noise, light and sound pollution. It will diminish sunlight on our property and be detrimental to our greenhouse during the day and its lights will impinge on the natural darkness of the night. More people and vehicles will mean more noise. The significant elevation difference between the complex and our house gives rise to concern about damage from storm water run off. Although the current plan describes this run off as going into the river, I would suggest that much of this run-off would enter my property and damage my house, greenhouse and landscaping.

#### Construction Impacts

Construction of the proposed building complex near our property raises concerns about damage to our home and surrounding landscaping. The site, like my lot, is located on bedrock so there will be blasting required for preparation of the site. As well, the topography of the site will result in significant alterations of the terrain on the access road from Sandy Point Road. Past development in the area (Fieldstone Subdivision) caused contamination of the wells on Pelton Road, where some residents had to drill new wells. Blasting and construction noise, including that from movement of heavy equipment to and around the site, is not in keeping with the quiet rural neighbourhood setting to which we moved.

#### Traffic and Road Safety

The proposed plan illustrates a gated secondary access to the development of the end of Pelton Road, which has no sidewalks. Pelton Road is a narrow winding residential road with a steep hill on a blind knoll, that cannot reasonably accommodate an increase in traffic. Vehicles using the access to Pelton Road during construction or an emergency would compromise the safety of pedestrians and homeowners driving to and from their property, especially when there is low visibility due to weather or a narrowing of the roadway due to snow and ice.

The main access to the proposed complex is off Sandy Point Road, which although recently paved, lacks a sidewalk. Any 125 unit complex will result in a significant increase in traffic volume. The proposal's traffic report would suggest that there will only be a slight increase in traffic, however doubling the volume of residents in the neighbourhood and the addition of people visiting and working at the proposed senior citizen's residential complex will increase the traffic to a significant extent.

Sandy Point Road will have three critical intersections: one intersection at the former Cherry Brook Zoo, the four corner intersection of Sandy Point Road, Kennebecasis Road and Westmount Drive, and the intersection created to provide access to 2100 Sandy Point Road. All three intersections involve blind knolls and sharp corners. Given the demographic of its residents, it is reasonable to anticipate there will be frequent emergency response calls to the site of the proposed development. A fire truck will have to navigate long steep winding roads to the complex. The tortuous nature of these roads with school bus stops and no sidewalks will significantly increase risk of injury to pedestrians and those in other vehicles. This risk will further increase during the winter as this road is notorious for being icy. I regularly drive on Pelton and Sandy Point Roads during poor weather to attend to patients in the hospital after hours; my first-hand experience of the road leads me to consider that the current traffic report is not an accurate reflection of the likelihood and impact of accidents that may occur.



In addition to the risk to other vehicles and pedestrians along the route, these trips will add further mileage on the fire trucks and delay response to another call while firefighters attend to a senior in a relatively remote area. This risk of delay obviously has been compounded by the recent closure of the Millidgeville fire station.

#### Environmental Impacts

The building of a large residential complex on the Kennebecasis River will not only change the character of the neighbourhood and how residents enjoy it, but will also have significant environmental impact. The proposed site is one of the few areas of natural land remaining on the east side of the lower Kennebecasis River. Currently, there is significant wildlife in the area including bald eagles and osprey. Construction of such a large complex will disrupt their habitat. Such a large structure on the bank of a river will result in the loss of plants and trees and creates significant ongoing storm water runoff and erosion.

#### Other costs

The proposed residential complex may create new costs and potential obligations for the City because it is planned for a location outside the primary development area. As presented, the proposal for a senior's complex would stretch the current sewage system to its maximum capacity, such that further residential development would require new sewage infrastructure at the City's expense. Likewise, there is a potential need to expand bus routes and increase snow removal in the area. These are costs that can be avoided by situating a senior's complex in other parts of the City that are already appropriately zoned and serviced.

#### Downside risk

The developers responsible for this proposal are not experienced in the construction and operation of a residential senior's complex. There have been many changes to proposal in recent months, including the number of buildings, the number of floors and the number of units, which have undermined my confidence in the financial viability of the project to succeed. In the unfortunate event that the development were to falter, there could be no tax revenue, an abandoned site, a residence that does not meet required standards for housing seniors, or a building in the hands of a landlord that allows it to deteriorate, (like the Mitchell Apartments).

#### Conclusion

I oppose this development at its proposed location. A residence twice the height of rural residential buildings housing 216 people will permanently interfere with use and enjoyment of my home and will change the character of my neighbourhood. This development could cause physical damage to nearby properties, increase traffic and create long term road safety issues and irreversible environmental damage. Saint John should not be burdened by future costs or the risks associated with the proposal. I would respectfully urge that the property at 2100 Sandy Point Road not be re-zoned and the Plan SJ zoning requirements be upheld to keep the area rural.

  
John Mowatt 470 Pelton Road  
Jan 21/2021



# **Ethos Ridge 2100 Sandy Point Road**

January 22, 2021

Office of the Common Clerk  
Saint John City Council  
commonclerk@saintjohn.ca  
(506) 658-2862

To Whom it May Concern,

We are writing with our concerns regarding the potential zoning change from Rural Resource to Major Community Facility to allow development of the Ethos Ridge seniors' facility.

These issues have been shared via Survey Monkey with the Ethos Ridge team but have not been acknowledged. Most of what we understand about the project has been learned from local news outlets. We thank you for your prompt response by phone and email on January 22, 2021.

We purchased our property and built our home in 1999 because of its private, rural feel, access to the river and proximity to work, all of which we still value. By introducing a larger high-density community in our neighborhood we fear the loss of our quiet, private rural life and the impact on our river resources.

Construction of this development will introduce heavy machinery through a pristine forest. The road seen in the landscaping plan will come close to our property line and runs the risk of interfering with the water table and subsequently our well water. There has been no public indication as to the water or sewage requirements of such a major facility.

Heavy equipment moving on Pelton Road will surely cause the already crumbling roadway to disintegrate. This rural street is barely wide enough for two private vehicles to pass safely let alone accommodate heavy equipment.

If the development does occur, the street is not safe for increased foot traffic as no sidewalks exist and the road itself winding and steep with blind corners.



Previous re-zoning has been undertaken in the past for private separate dwellings that ensure a solid tax base, community life and lower density impact on our river access and resource.

We look forward to continued dialogue with the City and proposed developers.

Sincerely yours,

Handwritten signatures of Ryan Green and Andrea Canty. Ryan's signature is on the left, and Andrea's is on the right.

Ryan Green and Andrea Canty

[rgsdream40@icloud.com](mailto:rgsdream40@icloud.com) [andreacanty@icloud.com](mailto:andreacanty@icloud.com)

345 Pelton Road, Saint John, E2K 5H6

(506) 693-1252

Cc: [knlelectric@gmail.com](mailto:knlelectric@gmail.com)



# January 23, 2021

Subject: Our Neighbourhood and the Ethos project

From: Joan L Lawrence

34 Beach Road

Saint John, NB

A2K 5H5

506 214 1275

Cell 506 608 9543

Email [j.l.lawrence@rogers.com](mailto:j.l.lawrence@rogers.com)

*Signed,  
Joan L. Lawrence  
January 23, 2021*

My personal thoughts;

-My "low density" neighbourhood will be negatively impacted.

I moved in from the Kennebecasis Valley in 2010 and built a home. I chose my neighbourhood( and chose to pay higher city taxes) based on the fact that it was a country setting. As a nature lover, I loved the trees, pristine environment, the low traffic and noise and the small and friendly neighbourhood.

In 2018, I was diagnosed with an incurable illness ( a rare cancer) that I will deal with the rest of my life. Now, more than ever, nature and a calm setting is important to me.

I have now become anxious of the proposal set before us as I feel



This is now threatened. A commercial building in a residential setting does not seem right for a variety of reasons.

### Traffic Impact ( Pedestrian safety)

I walk and ride my bike on Sandy Point Road daily. I recognize there are no sidewalks however with the current low traffic it is manageable. The neighbours know to go slow down this road due to its twists and turns and blind spots. I fear that with the many proposed units, there will be increased traffic and therefore more hazard to me(us) ,the walkers (and the bikers). In fact, I find this when the ferry lands and there is an onslaught of fast and often reckless ( not taking into consideration the walker or biker on the side of the road ) vehicles going by. This will be the ongoing case with many more cars coming and going at all times of the day. It is my personal opinion that the traffic study quoted is low on the percentage increase in traffic cited. How was this assessed? Please provide the details of this study.

Question: What guarantee do we have that sidewalks will be built? How will this impact existing landowners along the road? We are going from lower density to higher density traffic. Is this fair to the current property owners who chose to live in a " non commercial" , low density neighbourhood. One such neighbour moved ( invested in this area) from a subdivision to this area because of the "quiet" environment.

Note that the Quispamsis and Millidgeville Shannex properties are accessed via commercial roads and do not impact residential



neighbourhoods.

### Environmental impact

Question: Has there been a statement of environment effects done?

The beautiful trees....

We generally know how construction goes. The intent will be to save the trees but construction costs are lower once the landscape is raped. Many of the trees on the proposed property are very old and they deserve to be respected and preserved. With changing climate conditions and water run off, trees and their root systems are critical especially along our waterways. Will there be an arborist report submitted?

### Displacement of wildlife

There are many deer that roam the woods. They will be impacted and perhaps there will be more motor vehicle accidents as the deer roam onto the roads in their displacement.

### Rainwater

Question: What is the storm water management plan? Rainwater runoff needs to be critically planned and managed. How will the proposed storm water measures impact the neighbouring properties? What will happen "downstream" (down the hill on Pelton Road) ? As it is now, the ditches on Sandy Point Road are being taxed in heavy rain storms (seemingly more prevalent with climate change) resulting in overflow situations, culverts being destroyed, roads



being compromised and erosion.

Question: Have Geotechnical reports been provided assessing erosion and land slip that would impact the property and surrounding properties.

Question: Have studies been performed and offered ( financial compensation) to surrounding neighbours as to what impact this commercial development and land disturbance will have on their wells?

### Acoustic Impact

As this is a commercial operation coming into a quiet and pristine residential neighbourhood, what is the ongoing noise impact of the operation of the facility. What can be anticipated? I anticipate increased traffic noise, comings and going of ambulances, comings and goings of staff, food supply trucks , maintenance trucks, courier trucks ( and they travel fast!) heating and cooling systems noises going on and off. Also what is the impact during the construction phase. As a side note, what control is in place for waste management and rodent control.

During construction, what are the hours of construction and duration of the plan? Is there anticipated blasting? What guarantees are given to the neighbouring homes that there will be no impact to their basements ( cracked foundations) and wells?



Our river system is unlike any other. I feel a behemoth complex on its banks does not suit the environment. Light pollution is also of concern on both sides of the property. Question: How will this be minimized?

## Target Market/Market

As a side note, my father has been in a Shannex facility for 10 years. Over the years, I have interviewed many of the residents living in the retirement section. I would say that the majority of them would prefer not to live there and only do so, because there are no alternatives for them such as smaller garden homes or nicer senior apartments (granted in the greater Saint John area, senior apartments and condos are now only starting to proliferate as the baby boomers are needing them). Most people would prefer to remain independent and not (in their older years) have to live in a dorm style environment.

Question: Has research been performed in the Saint John market that a facility such as this is in demand with the corresponding high price point? Perhaps we could have the details of this report.

Question: In one meeting it was stated that neighbours would be allowed to continue to walk on the paths of the site. Would we be given passes to do so? Explain how this will work?

On a side note, I feel that with the recent pandemic the thoughts of



people wanting to live a bit more "separated" is more prevalent rather than apartment style facilities (refer especially the large condo complexes of Toronto). I would suggest a modest number of small garden homes would be more appropriate if I had to choose between two evils. In fact, I probably already know of five prospective couples that would be interested in such a concept within a year or two. They live in Millidgeville and would like to stay here. They would like to sell their large family homes, and purchase a small garden home. They would not want to live in an apartment style complex.



To the City of Saint John

Mayor and Council

January 21, 2021

We are writing this letter to strongly oppose the proposed building of the senior's complex known as Ethos Ridge in our neighborhood.

My name is Charline Chase and I reside at 468 Pelton Road. We have been here for 20 years. I am writing this letter to voice strong opposition to the proposed Ethos Development for the following reasons.

As a resident of the area who enjoys walking, one of my main concerns is the traffic flow. There are several sight restricted areas because of the hilly terrain and severe curves in the road. One of those areas is exactly where the entrance of the new development is proposed to be located. Coming up Sandy Point Rd, you cannot see the entrance until you are right on top of it. In addition to this, in the winter, this part of Sandy Point Rd is very slippery. When coming down the road, it is very hard to stop. Several times after a storm this hill restricts drivers going up the hill and compromises safety and stopping going down the hill. The traffic report from Crandall talks about a significant increase in traffic flow on Sandy Point Rd. That is certainly not good news for pedestrians particularly since there are no sidewalks in this area. The city hopefully will do their own traffic study and, in their records, will see reports of their own plow trucks being off the road at the corner of Sandy Point Road and Pelton Road. This is where the kids wait for the school bus I might add. Also, in the reports I am sure it is documented where a plow truck was stuck going up the blind knoll on Pelton Road. This blocked traffic for a day. The other issue with the Crandall traffic report is that it was done during COVID 19 where traffic was minimal. Also, it did not address the exodus from the Millidgeville ferry. I hope the city will itself complete a traffic report that will take all of this into consideration. Also, the increased traffic at the intersection of Foster Thurston and Sandy Point Rd. will have to be addressed, as 84% of the increased traffic from the development on Sandy Point Rd. will end up at this dangerous intersection according to the Crandall traffic report. We see close calls several times a week with traffic turning left from Sandy Point Rd to Foster Thurston.

From an environmental point of view the city needs to consider the impact of surface water runoff and installation of service lines. The area where the road curves to the complex is extremely rocky and to install services will require blasting. This will undoubtedly affect all wells in the area as this is an area of the City where the homes are serviced by wells and septic systems. When the Fieldstone development was done several residents dealt with contaminated wells. That development is much further away than the distance between these homes and the Ethos Development. The proposal from the developer even admits that the surface water runoff cannot be addressed at this time but hopes the city can deal with it in the



future. It is hard to imagine that in this day and age anyone could imagine allowing surface water runoff to the River. Most of us are concerned with rising water levels and flood zones and also contaminants free flowing into the river. The steep terrain down to the complex will require lots of salt which will end up in our wells and into the river. Undoubtedly there will be other contaminants including gas and oil that also will end up in the river. Water that does not run into the river will end up running over ground downhill to the surrounding parcels of land which is of concern for flooding of lots and basements. Since a large portion of the property will be clear cut for the development, the natural water absorption of the vegetation will no longer be able to minimize this run off.

As a taxpayer another concern is the fact that this development is occurring in an area outside of the Primary Development Area. It is noted that the Ethos Development is just on the edge of the PDA. I would assume that given the large amount of money, time and taxpayer input spent on researching, preparing and implementing the Plan SJ strategy that the boundaries were set up for good reason. As part of Plan SJ to keep these projects in their designated areas I am sure there are proper areas for these types of development. This will set a bad precedent for future developments as the boundary seems flexible.

Media coverage for this project has been very misleading. The indication has been that the residents are in favour. I would encourage any member of council or PAC to canvass the neighborhood or make a couple phone calls to see how the residents really feel. There is very little positive support. This brings me to another point. If the media is of the mistaken belief and is reporting that there is widespread area support for this project, does City Hall staff and council believe the same based on those reports. We have heard that this is an upscale senior's home commanding monthly rents in the \$5000- \$6000 range. We have been told these residents don't have cars so not a lot of parking is needed and traffic will be minimal. The same article in the newspaper says this will be a destination for friends, family, grandchildren. They can garden, swim, hike and boat. This certainly sounds like a lot of additional traffic. It should be noted that this is probably the highest tick infested area in the province so hiking is not advised. The area in front of the complex is treacherous terrain to the water. If part of the complex is assisted living, I don't feel this would be safe. See pictures on page 4 & page 5 that show seniors treacherous access to the water.

There are a lot of questionable areas in the application and a seeming lack of preparation and information. At this point I feel the developer should have a firm handle on the actual number of units and not change on a daily basis. He should also have water and geotechnical studies at his disposal. The drawings provided with the application are vague. Perhaps the developer could share with the City and the residents his experiences with previous developments. Surely an experienced developer could give an idea of development costs instead of just in "the tens of millions of dollars". I would wonder what investors or banks would say if at this stage of development that there is no budget. I also think it would be fair for the developer to share some information about the investors in this project. If there are local investors with a proven track record it would be nice to know. In projects such as this where there are minimal specific details on the hard costs, there is always the fear that something gets started and the money runs out so the project is not completed. This would leave a huge eyesore on the landscape. This is of particular concern if the project approval is given before these details are confirmed and site preparation is done, or partially done. In these cases, aside from the eyesore of a partially completed project, the water run off becomes a substantial issue due to a change in the



landscape and topography. I believe that it is vital that the City and PAC examine the track record of the developer and require information with respect to his financial backing to ensure that the project, if approved, can be completed.

One of my last concerns is regarding the layout of the complex itself. Units are small and a lot without kitchens. In this day and age of COVID is it not a good idea to reevaluate senior living to allow more space and freedom.

In conclusion I trust the city will take all these issues into account. This project clearly does not make sense for this area.

Sincerely,



Dr. Paul Chase  
468 Pelton Rd  
Saint John NB E2K 5H7  
506-721-8809  
[chasemillett@gmail.com](mailto:chasemillett@gmail.com)



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443 Pelton Road  
Saint John, New Brunswick E2K 5H6

Dear Members of the City Council,

We are writing to express our significant concerns about the proposed "Ethos Ridge" development behind Pelton Road, off Sandy Point Road.

Our house was built circa 1960 and we have lived in it since 2000. Since we moved here, there has been a considerable amount of building in the immediate and nearby vicinity, with no environmental impact analyses done, to our knowledge, and certainly with no upgrades to infrastructure. Significantly, we and our neighbours are still on septic tanks and wells despite the increased population density in the larger area. Our infrastructure is already strained by the rising number of single-family dwellings in the area without adding a high-density development for which the area is not zoned. We are worried about what such a disruptive and large-scale facility would mean for the integrity of our wells and septic tanks.

Council needs to be aware that the neighbourhood will need significant infrastructural improvements to offset the stresses that would be caused by the proposed development, should it go ahead.

In terms of environmental impact: our neighbourhood may seem quite idyllic but it is already stressed. There is already considerable erosion due to removal of trees and ground cover, not to mention the drainage of pesticides into the river. We are worried that the whole-scale removal of trees and ground cover from the land behind our home, which is all uphill from us, would result in significantly more erosion. It would also mean increased saturation of the soil, which can be disastrous for septic tanks. (Council should know that the clearing of the woodlot has already begun, despite the development still only being at the proposal stage.)

In our immediate vicinity a stream was blocked when the original houses were built in the 1960s and codes were presumably laxer. There is a house built on the site of that blocked stream immediately next door to ours, and there have been ongoing flooding issues for its various owners. We are justifiably worried that further environmental stressors will cause additional flooding beside our property and onto the road, particularly in the spring. There is only one road out and if it were blocked by flooding, we would be cut off.

We have further concerns about increased traffic in the area. While the plan is not to enter the new development from Pelton Road, we would still be affected by more traffic on Sandy Point Road and surrounding streets. These are already busy roads given the proximity of the Millidgeville ferry, and a large development would only exacerbate the traffic.

Before the Council deliberates the issue any further, we would ask that there be an impartial environmental impact assessment with adequate transparency and oversight.



Our preferred option, of course, is that there be no further development of the woodlot, that the cutting down of trees that has already begun be halted, and, ideally, that there be some replanting.

Finally, we wonder what sort of research has been done to determine the suitability of this area for a retirement complex? Public transportation to this neighbourhood is practically non-existent. Have the developers spoken with older people? Yes, the sunsets are spectacular but as people approaching retirement age ourselves, we can say with confidence that being isolated in a drive-in community is not a solution that would appeal much to us. It would be particularly galling to lose the beautiful woodlot to another white elephant real estate project. Surely there is plenty of land to develop that is already properly zoned, without seeking to rezone rural land and destroy more green space? Perhaps the developer could take over one of the undersubscribed projects already begun and revitalize it, or develop property in the city where retirees are more likely to want to live anyway? We know that marketing to retirees is a new boom market but frankly, we are skeptical that an isolated and under-serviced location will prove quite the investment the developers are seeking. Being able to say "I told you so" will be little comfort, however, once the green space is clear cut.

We urge the Council to reject the "Ethos Ridge" proposal. If it were to pass we envision increased environmental degradation, structural and environmental stresses leading to possible breakdowns of our septic systems, contamination or drying up of our wells, and increased traffic and noise. We are already seeing the loss of green space every time we look out the back window.

We are also concerned about the value of our home. How ironic if it were to lose so much value that we would be unable to take care of our *own* retirement needs. We appreciate that some people will say that homeowners like us are selfish when we seek to keep our neighbourhoods as they are, but when the alternative is to lose the very qualities that make a neighbourhood a good place to live in in the first place, then *nobody* wins and the city and those that come after us lose much.

Thank you for your attention. We look forward to continuing this discussion.

Sincerely yours,

The image shows two handwritten signatures in black ink. The signature on the left is 'Joseph Galbo' and the signature on the right is 'Miriam Jones'. Both are written in a cursive, flowing style.

Joseph Galbo and Miriam Jones  
[jgalbo@unb.ca](mailto:jgalbo@unb.ca)  
[jones@unb.ca](mailto:jones@unb.ca)



***The Concerned Residents of the Sandy Point Road,  
Pelton Road, Westmount Drive, and Kennebecasis Drive Neighbourhood  
Whose Names and Signatures Appear on the Counterpart Signature Pages Below  
January 22, 2021***

**To: The Mayor and the Common Council of the City of Saint John**

***Statement of Opposition to a Proposed Amendment to the Municipal Plan in relation to 2100  
Sandy Point Road***

As residents of the neighbourhood in which it is proposed to develop the Ethos Ridge Project, we object to the grant of the zoning variance claimed to be necessary for the project to proceed. Our objections are based upon information and belief and may be stated in summary form as follows:

First, the manner in which the project sponsors have proceeded appears inconsistent with their claim to have been inspired by some admirable “ethos” at least to the extent that the sponsors’ ethos is claimed to encompass concern for the community;

Second, the project sponsors have identified certain conditions to the development that they have chosen to impose upon themselves, but the sponsors have not met their own self-imposed conditions, and, therefore, their application for a zoning variance is premature upon the sponsors’ own terms;

Third, the development of the project will materially adversely affect the residential character of the neighbourhood;

Fourth, the application for the variance is replete with inconsistent and incomplete information and cannot properly be the basis of the sought-after variance; and

Fifth, the sought-after variance is greater in scope than is necessary for the proposed project, and the unnecessarily broad scope raises questions about whether there are undisclosed development plans.

We will, in this letter, briefly develop each of these points of objection.

**I. Objections**

- A. The manner in which the project sponsors have proceeded appears inconsistent with their claim to have been inspired by an “ethos” to the extent that the sponsors’ ethos encompasses concern for the community.***

To introduce the Ethos Ridge Project to the neighbourhood, the project sponsors left a copy of a brochure at the front doors of our residences. We assume that the same brochure was left at the front doors of other neighbourhood residents. That brochure, a copy of which is provided with this letter, provided no material information about the project. The most basic information about the project is not supplied. The brochure offered no information regarding the size of the project or the number of new residents to be added to the neighbourhood. Of the nature, size, and scope



of the Ethos Ridge Project, the brochure says only: "Ethos Ridge is a proposed retirement community set deep within the forest canopy adjacent to the Kennebecasis River."

The brochure describes itself as "a voluntary pre-consultation with the Sandy Point Road community." A consultation without information is an oxymoron. This oxymoron is not dispensed with by the brochure's reference to the project website ([www.ethosridge.com](http://www.ethosridge.com)) which even to this day appears to offer no meaningful project information.

The provision of information about the project that is superficial at best suggests that the manner in which the project sponsors have proceeded is inconsistent with their claim to have been inspired by some "ethos" to the extent that the sponsors' ethos encompasses concern for the community. The project description submitted to the Council represents to the Council as a basis for the sought-after zoning variance that the sponsors "are committed to creating a design that fits within the neighbourhood of Millidgeville ... ." The sponsors' pursuit of that commitment is less than obvious based upon their wholly inadequate provision of information to the residents of the neighbourhood in question before their application for a zoning variance.

The sponsors' naming their proposed project "Ethos Ridge" pitches their intentions high. The sponsors' actual course of dealing with the community to date suggests a material gap between their pitch and their intentions. That gap must be eliminated if any reliance is reasonably to be placed upon the sponsors' representations. We have been warned.

*B. The project sponsors have espoused conditions to the development that they have not apparently met, and, therefore, their application for a zoning variance is premature.*

The above-referred-to brochure states: "We care about the community impact of our project and believe that local residents should hear about it before the formal consultation begins. As we embark on the early stages of planning, we are seeking the input of our neighbours." Seeking input before providing all information to enable the evaluation of the project and its impact is a meaningless gesture intended to communicate a concern without providing the means to realize it. This observation is so obvious that it begs the question: Exactly what ethos is in operation here.

It seems, therefore, inescapable that the project sponsors have expressed a self-imposed condition to their development that they have not met, and, therefore, their application for a zoning variance is, upon their own terms and conditions, premature.

*C. The development of the project will materially adversely affect the residential character of the neighbourhood.*

This neighbourhood is residential and nowhere densely populated. The development of the project appears to contemplate the addition of 216 new residents in addition to 27 support staff and a substantial number (108) of guests. Nowhere in the neighbourhood is there any commercial development or obvious concentration of people. The sponsors appear to believe that the impact of a material number of new residents is to be measured in terms of traffic, sewage, and like matters. That belief is doubly unsound because the quality of life experienced by a community is not reducible to some engineering calculations and because the proffered engineering calculations



do not have the hoped-for soothing effect for which they were provided, but, rather, raise a series of unsettling questions as hereinafter explained.

First, respecting the critical matter of quality of life, the sponsors do not highlight or otherwise emphasize the addition of the following facilities to the neighbourhood for the first time: A restaurant with capacity for 155 persons (counted for certain purposes separately from residents and guests), a beauty salon, and a 12-hour carwash. Are the residents of the neighbourhood seriously to believe that the Common Council would authorize the development of a car wash on Sandy Point Road if a car wash operator sought the necessary permits for such a facility? Should the proposed developers of Ethos Ridge be able to achieve indirectly what seems so obviously could not be achieved directly?

Are the residents of the neighbourhood expected to believe that the addition of about 350 people (possibly doubling or more the number of persons present depending upon how the "neighbourhood" is defined) and the indicated facilities will not have a material adverse effect upon the present residential character of the neighbourhood? If so, nothing in the materials provided by the sponsors of the project has a tendency to mitigate obvious concerns. How does that approach square with the sponsors' assertion that they "care about the community impact of our project"?

In addition, the project plan indicates that existing waste water lift stations to be affected by the project are "at or near their pumping capacity." The timing of the upgrading of those lift stations is such that it appears that the upgrading will not be completed before the project is in operation. The project sponsors offer no assurance that the sewage facilities utilized by existing residents will not be adversely affected by the development and offer nothing but the vaguest of assurances that they will "review and discuss potential offset projects as needed to remove unwanted flows from the existing system to compensate for the increased flows from this development." No binding guarantees are offered, and the representation that they will "review and discuss" does not provide even cold comfort.

It is notable that the sponsors contemplate "remov[ing] unwanted flows from the existing system," *i.e.*, it seems that flows from the use of the system by existing residents are to be removed in order that the flows from their project can utilize the city's waste water system. The lack of a guarantee that existing residents will not be affected by the project coupled with the apparent potential plan to affect existing residents directly surely indicate that the project is likely to have a material adverse effect upon the residents of the neighbourhood.

*D. The application for the variance is replete with inconsistent and incomplete information and cannot properly be the basis of the sought-after variance.*

The sponsors of the project claim that a traffic study they secured indicates that "no negative impacts to the existing [traffic] system will be experienced." Even the most casual review of that traffic study undermines that conclusion.



- *The Traffic Study Utilizes Incorrect Information.* The traffic study is based upon a project size of 115 units. The sponsors state the size of the project to be 125 units. All of the calculations made in the traffic study that rely upon the understated project size are in error.
- *The Traffic Study Ignores One Critical Intersection.* The traffic study does not address the effect of increased traffic at the intersection of Sandy Point Road and Foster Thurston Drive. Much of the traffic exiting the project or travelling to the project will utilize that intersection. As all residents of the neighbourhood know, that intersection has no traffic signal and is very dangerous because it is almost completely blind for traffic on Sandy Point Road. Plainly neither the project sponsors nor the traffic engineers are familiar with the neighbourhood or their attention would have been rivetted upon the effect of increased traffic at that intersection. No traffic study is needed to reach the conclusion that increased traffic increases the likelihood of an accident. In addition to accidents, increased traffic will necessarily cause additional delays especially for traffic on Sandy Point Road seeking to enter Foster Thurston Drive. Delays happen already and will be increased by additional traffic.
- *The Traffic Study Utilized Outdated and Estimated Traffic Information.* The traffic engineers did not undertake to measure actual traffic in 2020 because it was likely reduced by COVID-19. The traffic engineers utilized traffic data from 2015 and 2017 and estimated what would have been present levels, but for COVID-19, therefrom. The traffic study does not indicate that the estimation process took into account residential development in the vicinity of the intersection of Sandy Point Road and Kennebecasis Drive since 2015 or 2017.
- *The Traffic Study Does Not Disclose Critical Information respecting the Traffic Information Utilized.* As noted above, the traffic engineers utilized traffic data from 2015 and 2017, but they do not indicate when the traffic data they utilized were collected. Especially because of the local ferry to the Kinston Peninsula, which does not operate year round, local traffic volume and patterns are highly seasonal. Without understanding when the traffic data utilized was collected, no credibility can be placed thereon.
- *The Traffic Study Relies upon Statistics that May Not Be Applicable.* The traffic study utilizes statistics provided by the Institute of Traffic Engineers. Ethos Ridge projects a large number of daily guests (108) and a large number of daily restaurant patrons (225). It is not clear that the use of the ITE statistics for “Senior Adult Housing Attached” alone adequately model the resultant traffic.

The study offered in support of the Ethos Ridge Project does not nearly support all of its purported critical conclusions.

- E. *The sought-after variance is greater in scope than is necessary for the proposed project, and the unnecessarily broad scope raises questions about whether there are undisclosed development plans.*



The application for rezoning covers a far greater area than the Ethos Ridge Project as described requires. The application seeks rezoning for both Lot 20-2 and Lot 20-1. The project utilizes only Lot 20-2. While it is true that the minimum required lot size for Lot 20-1 may need to be reduced to accommodate the project, that lot size reduction requirement need not be accompanied by any redesignation of Lot 20-1 from Rural Resource Area to Stable Area and from Rural Resource and Park and Natural Area to Major Community Facility. The effort to secure a broader than necessary redesignation raises the question whether further development is planned. No such further development plan is disclosed. If no such plan exists, the broad redesignation is unnecessary. If such a plan exists, it must be disclosed and justified. None of the studies which related solely to Lot 20-2 can be or properly should be utilized to redesignate both Lots 20-1 and 20-2.

The applicant for rezoning should be required either (i) to reduce the area for requested redesignation or (ii) to withdraw the present application and make full disclosure of all plans and provide proper justification for the otherwise unnecessarily broad redesignation requested.

## **II. Requested Relief**

For the reasons stated, the proposed amendment to the Municipal Plan should be denied.

Respectfully submitted by the following persons who support the foregoing *Statement of Opposition to a Proposed Amendment to the Municipal Plan in relation to 2100 Sandy Point Road* and whose signatures are set forth below

[Signature]: Cherrill Edwina Shea [Printed Name]: Cherrill Edwina SHEA

[Street Address]: 112 Westmont Dr. [Date of Signature]: Jan. 25, 2021.

[Phone]: 652-1101

[Signature]: [Signature] [Printed Name]: John MOWAT

[Street Address]: 470 Pelton Rd [Date of Signature]: Jan 31/20

[Phone]: 650-5892

[Signature]: Brendan Rolfe [Printed Name]: Brendan Rolfe

[Street Address]: 470 Pelton Rd [Date of Signature]: 31 Jan 2021

[Phone]: 650-1440



Additional Signatures of Supporters of

**Statement of Opposition to a Proposed Amendment to the Municipal Plan in relation to 2100  
Sandy Point Road**

[Signature]: Lesley King Bazaluk

[Printed Name]: LESLEY KING BAZALUK

[Street Address]: 433 Pelton Rd

[Date of Signature]: January 30 2021

[Phone]: 604 9085

[Signature]: Robert Bazaluk

[Printed Name]: ROBERT BAZALUK

[Street Address]: 433 Pelton Rd

[Date of Signature]: Jan 30 2021

[Phone]: 604 9085

[Signature]: Jill Jollineau

[Printed Name]: Jill Jollineau

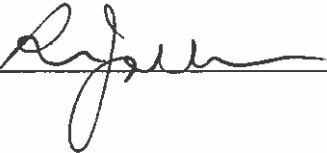
[Street Address]: 360 Pelton Rd

[Date of Signature]: Jan 30/21

[Phone]: 652 4752



Additional Signatures of Supporters of  
***Statement of Opposition to a Proposed Amendment to the Municipal Plan in relation to 2100  
Sandy Point Road***


[Signature]: 

[Printed Name]: WAYNE TOLLIVER

[Street Address]: 420 PELTON RD

[Date of Signature]: 30 JAN 2021

[Phone]: 634-1638

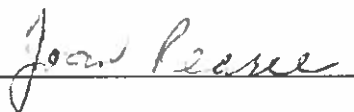
[Signature]: 

[Printed Name]: MARILYN TOLLIVER

[Street Address]: 420 PELTON RD

[Date of Signature]: 30 JAN 2021

[Phone]: 634-1638

[Signature]: 

[Printed Name]: Joan Pearce

[Street Address]: 352 Pelton Rd

[Date of Signature]: Jan. 30, 2020

[Phone]: 652-1551



Additional Signatures of Supporters of

**Statement of Opposition to a Proposed Amendment to the Municipal Plan in relation to 2100  
Sandy Point Road**

[Signature]: Loris Ward [Printed Name]: Loris Ward

[Street Address]: 455 Pelton [Date of Signature]: 30 Jan 20

[Phone]: 658-0255

[Signature]: Miriam Jones [Printed Name]: MIRIAM JONES

[Street Address]: 443 PELTON RD. [Date of Signature]: 30 January 2021

[Phone]: 506-650-2332

[Signature]: Joe Galbo [Printed Name]: Joe Galbo

[Street Address]: 443 Pelton Rd [Date of Signature]: 30 January 2021

[Phone]: 506-650-2224

[Signature]: Janet Carson [Printed Name]: JANET CARSON

[Street Address]: 444 Pelton Rd [Date of Signature]: Jan 30/21

[Phone]: 648-9299



Additional Signatures of Supporters of

**Statement of Opposition to a Proposed Amendment to the Municipal Plan in relation to 2100  
Sandy Point Road**

[Signature]: 

[Printed Name]: Teena Jaws

[Street Address]: 71 Westmount drive

[Date of Signature]: 31 January 2021

[Phone]: 506-639-2985

[Signature]: 

[Printed Name]: Kory D Kinsella

[Street Address]: 305 Pelton Rd.

[Date of Signature]: 1 Feb 21

[Phone]: 506 651-5655

[Signature]: Patti Kinsella

[Printed Name]: Patti Kinsella

[Street Address]: 305 Pelton Rd

[Date of Signature]: Feb 1 2021

[Phone]: 506-654-1555



Additional Signatures of Supporters of  
***Statement of Opposition to a Proposed Amendment to the Municipal Plan in relation to 2100  
Sandy Point Road***

[Signature]: Jacqueline S. Reeder

[Printed Name]: JACQUELINE S. REEDER

[Street Address]: 100 WESTMOUNT DRIVE

[Date of Signature]: Monday, January 25, 2021

[Phone]: 696-3280

[Signature]: Paul Desjardins

[Printed Name]: Paul Desjardins

[Street Address]: 2121 Sandy Point Rd

[Date of Signature]: Feb 1, 2021

[Phone]: 635-1380

[Signature]: Sherrill Desjardins

[Printed Name]: Sherrill Desjardins

[Street Address]: 2121 SANDY POINT RD

[Date of Signature]: Feb 1/21

[Phone]: 635-1386



Additional Signatures of Supporters of

**Statement of Opposition to a Proposed Amendment to the Municipal Plan in relation to 2100  
Sandy Point Road**

[Signature]: Gwen Karatzios

[Printed Name]: Gwen Karatzios

[Street Address]: 430 Pelton Rd.

[Date of Signature]: Feb. 01/2021

[Phone]: 652-3466

[Signature]: Zoe Karatzios

[Printed Name]: Zoe Karatzios

[Street Address]: 430 Pelton Road

[Date of Signature]: Feb 1 /2021

[Phone]: 343-7161

[Signature]: Keith Briden

[Printed Name]: KEITH BRIDEN

[Street Address]: 452 PELTON RD.

[Date of Signature]: FEB 4, 2021

[Phone]: 214 4777



Additional Signatures of Supporters of  
***Statement of Opposition to a Proposed Amendment to the Municipal Plan in relation to 2100  
Sandy Point Road***

[Signature]: Margot Brideau

[Printed Name]: Margot Brideau

[Street Address]: 452 Pelton Road

[Date of Signature]: Feb 14/21

[Phone]: 644-8197

[Signature]: James H. Collins

[Printed Name]: GREG COLLINS

[Street Address]: 467 Pelton Road

[Date of Signature]: Feb 04/21

[Phone]: 650-2189

[Signature]: Alisha Collins

[Printed Name]: Alisha Collins

[Street Address]: 467 Pelton Rd

[Date of Signature]: Feb 4, 2021

[Phone]: 650-3346



Additional Signatures of Supporters of  
*Statement of Opposition to a Proposed Amendment to the Municipal Plan in relation to 2100  
Sandy Point Road*

[Signature]: Brenda Ough

[Printed Name]: Brenda Ough

[Street Address]: \_\_\_\_\_

[Date of Signature]: \_\_\_\_\_

[Phone]: \_\_\_\_\_

[Signature]: \_\_\_\_\_

[Printed Name]: \_\_\_\_\_

[Street Address]: \_\_\_\_\_

[Date of Signature]: \_\_\_\_\_

[Phone]: \_\_\_\_\_

[Signature]: \_\_\_\_\_

[Printed Name]: \_\_\_\_\_

[Street Address]: \_\_\_\_\_

[Date of Signature]: \_\_\_\_\_

[Phone]: \_\_\_\_\_



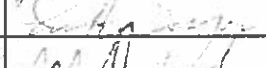
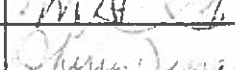
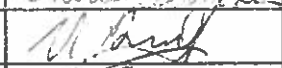
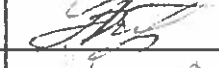
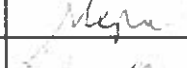

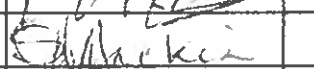


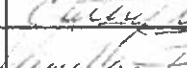



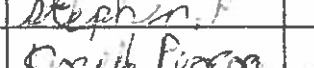
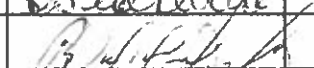
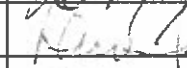
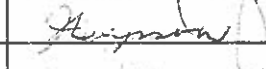
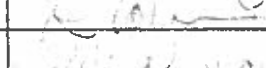
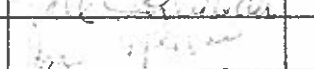






## Proposed Development Project on Sandy Point Rd

The Ethos Ridge Project

This is a petition for the residents of Sandy point, Pelton Rd, Scenic View Dr and Beach Rd.

I would like to invite the community to meet at 305 Pelton Rd for a group discussion

<u>Name</u>	<u>Address</u>	<u>Signature</u>	<u>Y</u>	<u>N</u>
Kory D Kinsella	305 Pelton Rd		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Patti Kinsella	305 Pelton Rd	Patti Kinsella	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Trevor Brooks	2131 Sandy Pt Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Paul Doughty	2121 Sandy Pt Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Monique St. Amant	2131 Sandy Pt Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sherry Doughty	2121 Sandy Pt Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Joey Zotev	2101 Sandy Pt road		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lena Zotev	2101 Sandy Point Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Stephane Brideau	2045 Sandy Point Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>
EMMA CRAWFORD	2044 SANDY POINT RD		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fred Mackin	2043 Sandy Point RD		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sue Anne Mackin	2043 Sandy Point Rd		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Mackin	2043 Sandy Point Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>
John Mackin	2025 Sandy Point Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>
John Mackin	2025 Sandy Point Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Barbara Brock	2001 Sandy Point Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nash	2001 Sandy Pt Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>
SE	1970 Sandy Point Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Greg Creamer	5 Westmount Drive		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Stephen Pearson	2020 Sandy Point road		<input type="checkbox"/>	<input checked="" type="checkbox"/>
David Pearson	2020 Sandy Point Road		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Blake Gaudin	2024 Sandy Pt Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>
James Carson	444 Pelton Road		<input type="checkbox"/>	<input checked="" type="checkbox"/>
John Carson	444 Pelton Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>
John Carson	305 Pelton Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>
John Carson	352 Pelton Rd		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Greg Collins	467 Pelton Road.		<input type="checkbox"/>	<input checked="" type="checkbox"/>







City of Saint John Council and PAC Committee

RE: 2100 Sandy Point Road rezoning

I am writing to you to voice my concerns over the proposed re-zoning of 2100 Sandy Point Rd.

I have listened to the developer and the answers in which he has given the residents about their concerns over the development. Mr. Walton stated to CBC News, that he was not concerned about the access to medical services at that location, his exact words were "People mentioned the issue of the fire service station closing in Millidgeville and that presenting problems. But when we looked at the service times, **there are still like everything was in compliance with what would be required to keep people safe.**"

As for my background. I worked as a career Firefighter for 28 years with the 2<sup>nd</sup> largest Fire Department in Canada, the Vancouver Fire Rescue Services, retiring #5 in line of command in senior management. My last 12 years were in command of the 911 dispatch centre. We dispatched over 80,000 calls per year for 8 different Fire Departments.

I can tell you from my 28 years of experience that MR. Walton has no idea what he is talking about nor have I any idea of how he came up with his ridiculous conclusion other than he is more concerned for the completion of the development than he is for the safety of it's residents.

#1 - Very few people are prepared or aware of what to do in the situation where their loved one has collapsed, their first response is to see what happened, If they are alert enough to notify any staff of the situation it will take another minute for assistance to arrive even before the 911 call has been made. So, from the time the patient has collapsed, we are looking at approximately 1-1.5 minutes or more before the patient is accessed and the call is made to 911.

#2 – NFPA 1221 establishes call-handling times in that, "90 percent of emergency alarm processing shall be completed within 64 seconds, and 95 percent of alarm processing shall be completed within 106 seconds.". In conversations with the Saint John 911 centre, I was informed that they strive to complete the call in 60 seconds. So, for the remainder of his letter, I will use 1 minute as the call time allotment.

#3- In this scenario we currently sit at approximately 2 minute and 30 seconds from the discovery of the patient to the completion of the 911 call, and the call has still not been dispatched. An average time to dispatch a call is 30 seconds, this takes us to 3 minutes and from there we have to add an addition 30 seconds for the crew to man the apparatus and leave the firehall.

#4 – The closest Firehall (Firehall #5) is 7 km from the site. Driving at 60 kmh it would take 7 minutes to arrive under ideal conditions, longer in wet or icy road conditions. This now take us



to 10 minutes and 30 seconds to arrive from the time the patient has been discovered. The medical personnel still need to gain entry to the building and get to the patient location.

*#5 - Cardiac Facts - When a cardiac arrest occurs, it is essential to start CPR within 2 minutes. After 3 minutes the lack of blood to the brain leads to a progressively worsening brain injury. By 9 minutes, severe and irreversible brain damage is likely, and after 10 minutes, the chances of survival are low.*

*Even if the patient is resuscitated, 8 out of every 10 will be comatose and sustain a high level of brain damage. Simply put, the longer the brain is deprived of oxygen, the worse the damage will be.*

Mr. Walton expects the seniors living there to purchase their unit and pay an additional \$3000 - \$4500 per month to live there. According to Ethos Ridge own literature, they hope to start pre-sales later this year and they will be marketing to seniors over the age of 75. I would hope that MR. Walton would like to see the residents live a long healthy life at the residence where according to him they can receive adequate medical attention. At 10 minutes and 30 seconds the chances of survival are slim at this proposed location. This is adequate?

For this single reason alone, I believe that the 2100 Sandy Point Road location is completely unsuitable for the construction of a 125 unit Senior living residence. If we, as caring sons and daughters, want our parents and other seniors to live a long, healthy comfortable life then we must provide them with the services to do so. Putting them at risk when they are at a venerable age is not the way to do this.

Robert Bazaluk - 433 Pelton Road

506-674-9085



**C. SUZANNE BALL, B.A., LL.B.**

2174 Sandy Point Road  
Saint John, New Brunswick  
E2K 5H2  
Tel. (506) 648-1891  
Cell (506) 650-7238  
[suzanneball@gmail.com](mailto:suzanneball@gmail.com)

January 21, 2021

Jonathan Taylor, Common Clerk  
City Hall  
15 Market Square  
Saint John, N.B.

Mayor Darling and Common Councilors:

Re: Amendments to Municipal Plan 2100 Sandy Point Road - Ethos Ridge

I have reviewed the documents filed with the City and am most impressed with such a lovely proposal – although I must say that making such a development available to only those over 75 is a shame. People often retire in their 50's and 60's so I was sorry to see that such lovely facilities would not be available to mixed age groups for the benefit of wider stimulation.

There is one issue raised in the document which will be imperative to address.

"A small portion of the site, adjacent to Sandy Point Road will require storm water management as it will be discharging into the existing overland municipal drainage system on Sandy Point Road. Control of this increase in runoff will be achieved through the design and construction of various retention features including rain gardens, bio swales and storm water retention ponds.

All work related to this project carried out within the existing municipal right of way would be carried out as per the City's General Specifications (Latest Edition)"

Situation

The north side of the Sandy Point Road is ditched from Westmount Drive to 2100, the Marilyn Peacock property. Past the driveway to Peacock's the ditch leaves the roadside and runs north, behind the two houses on the corner of Sandy Point Road and the Pelton Road. It then flows into a pond and down into the Kennebecasis River. The pond is part of the municipal drainage system and has fallen into serious disrepair.

When my Grandfather Pelton purchased the property around 1947, the City Engineering Department looked after the pond which ran the full distance between the upper and lower parts of the semicircular driveway to the main house. It didn't require a lot of maintenance but when it did, it was handled by the City.

Following the death of my grandparents in the late '50's the property containing the pond was sold to Miller Britain and a number of the other lots had been sold off, so the vast tract of land no longer belonged to one person. My Mother's cottage was adjacent to the pond property and in the 1970's (by which time the house and all the outbuildings had been torn down) the pond was flowing over



the driveway. Mother called the City but they declined to do anything about it. She had to have the driveway rebuilt.

Following the recent death of Jennifer Britain, the portion containing the pond was sold to and is now owned by Mr. and Mrs. Guest.

Problem

Some twenty years ago there was a significant enlargement to a house on the upper part of the Pelton Road and we began to notice the filling in of the pond. Mr. and Mrs. Kidd, who at that time lived at the end of our driveway experienced flooding from the pond. When Mr. and Mrs. Hayward acquired the Kidd property, to prevent further flooding they proposed a raising of the driveway, which we did and shared the cost.

My Grandfather Pelton was a lumber broker and trees were also his hobby. He had three apple orchards on the property and one of them was situated between the pond and the Sandy Point Road. That area is now just a swamp.

Over the last twenty years, half of the pond has been filled in with earth and full growth has taken place. The force of the water rushing out has moved one of the concrete pipes way out from under the driveway and we have had to arrange another major driveway repair to be done. These are expensive propositions.

There would appear to be two options – run the ditch down the north side of the Sandy Point Road from Peacocks to the River or open up and repair the pond. Your Engineering staff may have other solutions and to that end, I would ask if you could arrange for a site visit before February 11, 2021.

Yours truly,

A handwritten signature in cursive script that reads "Suzanne Ball". The signature is written in dark ink and is positioned above the printed name.

C. Suzanne Ball

cc. Jacqueline Hamilton  
Commissioner of Growth and Community Development

Mark Reade, P. Eng., Senior Planner

Andy Reid, City Planner

Jordan Moran, Municipal Engineer

John Granger, Engineering Technician

One Stop

Scott Walton, Ethos Ridge



To: Jonathan Taylor, Common Clerk, City of Saint John  
From: Daniel Guest, owner, 2 & 4 Pelton Road  
CC: Scott Walton  
Subject: Ethos Ridge Development

This letter is in response and objection to the Ethos Ridge Proposal on Sandy Point Road presented to the City of Saint John during the Common Council Meeting held on January 11<sup>th</sup>. My intention is to have this letter included in the public record.

I am always excited to see new developments in and around Saint John, especially when they are as interesting and innovative as the Ethos Ridge project. That said I have a number of questions and concerns that need to be addressed before the approval process for this project progresses any further.

### Storm Water Management

The storm water management section of the proposal was both contradictory and alarming. Item 3 in the Municipal Servicing and Infrastructure section that outlines documents to be submitted to the City as part of the subdivision approval process says:

*Detailed storm water management plans and a design report indicating how storm water will be managed on site in accordance with the City's Storm Drainage Design Criteria Manual and all applicable drainage by-laws. The onsite storm water management will be designed to achieve a net zero impact.*

This is exactly the type of commitment I would expect for a project like this, and I would expect the City to hold a developer to a net zero impact on storm water infrastructure. However, the proponents' intentions become clear in the paragraph that follows:

*Although the overall the development is expected to increase the storm water runoff from the site, the majority of this increase will continue to be discharged directly to the Kennebecasis River through overland methods; ditches, swales and site grading, and will not require storm water management. A small portion of the site, adjacent to Sandy Point Road, will require storm water management as it will be discharging into to the existing overland municipal drainage system on Sandy Point Road. Control of this increase in runoff will be achieved through the design and construction of various retention features including rain gardens, bio swales and storm water retention ponds.*

This is especially concerning as not only do these statements indicate the design will not conform to a Net Zero impact but the last 130m of infrastructure that conveys storm water from the ditch on Sandy Point Road to the Kennebecasis River is on my property. Negatively impacting this infrastructure would result in very costly repairs or upgrading and would also be



detrimental to my property value. These potential impacts are great enough that pre-development conditions have been documented.

Therefore, I am looking for the following questions to be answered:

1. Will the proponent be held to a Net Zero impact design?
2. Will the Net Zero impact design include contingency for climate change?
3. Will there be follow up inspections and monitoring to ensure the storm water management system complies with Net Zero?
4. Will a full assessment of the existing storm water infrastructure be conducted?

### Traffic Study

An existing traffic volume of 600 vehicles per day increased by 437 vehicles per day represents a 73% increase in traffic, this is far from insignificant. This has a broader impact to the neighborhood and is not consistent with an area zoned to be rural residential. While the roads can accommodate this increased traffic, I would suggest that sidewalks be considered to keep increased pedestrian traffic safe from the increased vehicle traffic. Can we be assured Pelton Road will not become available for day to day entry/exit from the site?

### Zoning

This is a rural area and as such is zoned appropriately. Therefore, I would like to understand the motivation behind rezoning this area, whether it falls under an overarching development plan for the City and whether this will follow new patterns for its growth and development? This potential rezoning seems more opportunistic than part of a long term development plan for this area.

I understand densification is important for improving the City's ability to efficiently provide and maintain services but developing density should be focused where existing services have capacity or can be upgraded without excess investment by the City. The location of this development is not good for the existing home owners and it will be a liability for the City's infrastructure.

I Strongly disagree with rezoning this area, I don't see the net long term benefit to the City or the neighborhood.

### Conclusion

Given the nature of this project the standard 30-day public review period is inadequate and doesn't allow for full meaningful consultation. The consultation phase of this project is also missing a very important component and that is First Nations consultation, especially considering the proximity to the Kennebecasis River. First Nations Consultation has become an



integral part of all project planning and development across Canada and this project should be no different.

Should the development continue to move forward I will retain the services of a Professional Engineer to review storm water management and document any infrastructure damage or degradation that occurs on my property post development. I have suggested to the owners of the adjacent properties they undertake the same level of due diligence.

Please confirm receipt of this email.

Regards,

Daniel Guest



352 Pelton Road  
Saint John, New Brunswick  
E2K 5H7  
January 8, 2020

RE: Ethos Ridge: Active Senior Living in Saint John

Proposed amendments to the Municipal Development Plan for property located at 2100 Sandy Point Road, from **Rural Resource Area** to **Stable Area** and from **Rural Resource** and **Park and Natural Area** to **Major Community Facility** and extend the boundary of the Primary Development Area (PDA

Your Worship and Common Councillors,

I am writing this letter to ask that you postpone sending the proposed amendments to the Planning Advisory Committee until you and the residents of the Sandy Point area see an actual specific plan for the development of this major community facility, which will allow the developer to build a high density development in an area that is not designated for large scale projects. I am requesting this because the neighbouring properties have not received the information about the development that would normally be sent by the city to residents within 100 m of the proposed development.

This area is outside the Primary Development Area, which goes against Plan SJ and Zone SJ, which outlined growth and development areas of the city where road, water and sewage infrastructure is already in place.

The developer dropped off a glossy, 4 page brochure to residents on Pelton Road that describes a wonderful concept for retirement living. The brochure gives glowing details of the concept or the dream. There were no specific details on what was proposed. No information on how the property would be accessed, how water and sewage services would be handled, how many units or how tall the building would be. I asked the developer for information and was told it would be 120 units in a 3 storey building and accessed from Sandy Point Road.



A 120 unit, Major Community Facility that is 3 or 4 storeys tall is not suited to the neighbourhood.

Another concern that I have is the inability to access Plan SJ and Zone SJ with the maps and associated municipal plan context, permitted uses, conditions of use, and zone standards for the proposed new zones. One used to be able to access this information on -line until the Ransomware Virus Cyber Attack so we don't know what exactly can be developed in these new amended zones.

It is unfair, in my opinion, to ask for objections to this proposed amendment by February 10, 2021, when very little information is given. It would be more appropriate to postpone all this until the planning department has studied everything and the public has all the information it needs to either agree or disagree with the zoning.

Sincerely,

A handwritten signature in cursive script that reads "Joan Pearce". The signature is written in dark ink and is positioned below the word "Sincerely,".

Joan Pearce



**From:** jill jollineau <[jill.jollineau@yahoo.ca](mailto:jill.jollineau@yahoo.ca)>  
**Sent:** Thursday, February 4, 2021 7:45:00 AM  
**To:** McAlary, Shirley <[shirley.mcalary@saintjohn.ca](mailto:shirley.mcalary@saintjohn.ca)>  
**Cc:** Sullivan, Gary <[gary.sullivan@saintjohn.ca](mailto:gary.sullivan@saintjohn.ca)>; MacKenzie, John <[john.mackenzie@saintjohn.ca](mailto:john.mackenzie@saintjohn.ca)>; Casey, Sean <[sean.casey@saintjohn.ca](mailto:sean.casey@saintjohn.ca)>; Greg Collins <[greg@collinstours.ca](mailto:greg@collinstours.ca)>  
**Subject:** 2100 Sandy Point Road development

Dear Ms McAlary

Thank you for your prompt response to my earlier email. Our community is very concerned about the proposed project at 2100 Sandy Point Road and the amendments to the Municipal Development Plan. We have not had the opportunity for public consultation and request a postponement of the February 10, 2021 date for submitting our concerns regarding the proposal and a postponement of the council's consideration of the project to a later session of council.

Due to COVID and the red and orange designations for our zone we have not had the traditional opportunity to gather and share with the community members and with the developers. We have some elderly residents who wish to participate in the discussion however the physical restrictions and their minimal computer skills have limited their participation.

We thought more information would be available to us from the city and from the developer- with the lack of information it is now upon us to do the research. For example the traffic study is severely outdated- safety is important to us and we may do our own traffic study- with particular emphasis on the intersection of Sandy Point and Foster Thurston- no mention was made of this intersection in the developers proposal. Additionally the timing chosen for the study in April 2020, in the midst of a shut down and the ferry not operating, missed the 7 to 8 am time period when the school buses are in the neighbourhood and the majority of people are heading to their place of work.

No geotechnical data was provided to us. We are talking with the province regarding water runoff and with provincial and federal departments regarding the impact on the river system and the lower lying properties.

We would offer to the developer a chance in an open forum to meet with the residents as we don't feel that enough effort was made to contact the residents and it was very difficult to get together. We are open to a virtual meeting and are making plans to assist those who are unfamiliar with the technology so that they may be present.

We respect the developers time and it may be a way to avoid conflicts before they occur- if the city would allow time for this meeting it would also show good faith in their behalf. The proposed meeting would only slow the process down a month - a minor request to solve a lot of concerns before they arise.



There are several properties within the PDA that could provide the developer with the space and zoning to allow for the development of this project. We can provide a list of potential properties if you are interested in considering alternatives to our area with the services and maintenance of these services already being provided.

I am attaching a list of the questions that have come out of the letters that have been presented to Council in opposition to the proposed project. Our hope is you will see these as legitimate concerns and an expression of the need for the time required to obtain the information requested.

Thank you for your consideration on our behalf.

Sincerely

Jill Jollineau

360 Pelton Road

and the Community of Sandy Point



Questions included in letters:

Water and sewage/wells and septic

1. Does the Saint John Council have an estimated cost to increasing the volume of our water and sewer pumping stations capacities to meet and exceed the requirements of such a project as the Ethos Ridge proposal?
2. Who will pay for the extension of water and sewage services from the corner of Sandy Pt Rd /Kennebecasis Dr/ Westmount Dr and the entrance to 2100 Sandy Pt Rd?
3. Has there been a proper environmental assessment done to determine the impact of blasting and construction and how that seismic activity may impact on the wells and septic systems of the area? If so what are the results/indicators of the effects?
4. Do we really need to develop more land in Saint John that needs water, sewage and road maintenance?
5. The developers intend to connect to the existing municipal sanitary and water system at the intersection of Sandy Point Road and Westmount Drive., some 250 metres southward on Sandy Point Road. Would this require that all of the residences on that stretch of road be forced to hook-up to the facilities as seems to be the normal practice?
6. Have studies been performed and offered financial compensation to surrounding neighbours as to what impact this commercial development and land disturbance will have on their wells?
7. What are the hours of construction and the duration of the plan? Is there anticipated blasting? What guarantees are given to the neighbouring homes that there will be no impact to their basements (cracked foundations) and wells?
8. Will this new development be on city water and sewage? If so, can the system handle such a large quantity of water and waste? Will overflow be pumped into our beautiful river system?



9. If my well casing gets cracked or if the water table is drained due to the construction, is the City of Saint John prepared to dig me a new well?

10. On page 272 it says the city 'has advised that downstream wastewater lift stations are at or near their pumping capacity'. These stations are scheduled to be upgraded in the coming years but no specific time is given. Will not be a considerable cost to the city?

11. How will the City of Saint John ensure my property does not undergo loss of well and septic services currently in use?

12. Who will be responsible for the potential contamination in drinking water on my property? Who will cover the costs of any disruption?

#### Environmental and Drainage concerns

13. Has there been a proper environmental and fisheries departments assessment done on the impact of changes in the drainage and watershed to the river system and to the quality and availability of water for all dependent on the water table for their wells? If not, why not? This is an important component of the possible impacts of the development and proper authorization should be required at both a local level and at a provincial level.

14. Has there been an environmental assessment done and may I have a copy?

15. How will their engineering system guarantee flows and speeds to ensure no downstream?

16. Where will the storm water retention ponds be located?



17. Has there been a statement of the environmental effects done? Will there be an arborist report submitted?

18. What is the storm water management plan? Rainwater runoff needs to be critically planned and managed. How will the proposed storm water measures impact the neighbouring properties? What will happen 'downstream' (down the hill on Pelton Rd)?

19. Have geotechnical reports been provided assessing erosion and land slip that would impact the property and surrounding properties?

20. Light pollution is also of concern on both sides of the property. How will this be minimized?

21. This property and neighbouring ones might also become more vulnerable to flooding. Might mean an ugly seawall along the river?

22. Even if the building is sited back from the shore, will the developer remove shoreline vegetation and put in lawn right to the water?

23. Who will be monitoring the buffering for properties? Is there going to be a condition mandated with a community agreed type of buffering zone?

24. Why hasn't there been an environmental study done or been requested to assess the impact on the surrounding environment? Why has this study or report not been done in advance before submitting for approval to council?

25. How much water is going to be moved into the Saint John River System from the proposed building size? Also, how much water will run off into adjacent properties from removal of vegetation and substrate overall? Why is this study or report not being presented now?

26. What condition will be implemented to ensure water is not running into my property and being diverted into proper draining culverts and water reusage systems?

#### Traffic and Road Infrastructure



27. Has the city considered the impact of the increased traffic especially with large construction vehicles on the road infrastructure? Should the proposal go ahead will the city be responsible for returning the road to its present condition? Will the city bar all construction vehicles from accessing the construction site by way of Pelton Road?

28. Have the fire, police and ambulance services been consulted regarding the single entry into a site, along a roadway that will be at a steep grade with a hairpin turn into a proposed 125 unit complex for people 75 years of age and older? If so, what are their concerns?

29. Will there be a proper study of the traffic pattern to include the intersection at Foster Thurston and Sandy Pt?

30. Has there been any thought to how fire and ambulance services can adequately provide service at given the slope to the top of the ridge is 30 degrees?

31. Will the city provide proper lighting and street infrastructure to support the development?

32. What measures would be taken with respect to the increased congestion at the Foster Thurston/Sandy Pt Road "T" intersection?

33. The Access Road

Will it be a city street? If so will it have to conform to all of the standards of such in new development paved with curbs, storm sewers etc?

Will all of the city services be underground including electrical wiring (consistent with new subdivisions across the city)?

Will the city be responsible for snowplowing, sanding, and salting?

34. Does it (the access road) have the approval of our Protecting Services like fire, police protection, ambulance service, etc? If this proposed development had been in place when the decision to decommission the Millidgeville Fire Station would it have had any impact on the decision?

35. What guarantee do we have that sidewalks will be built?



36. How will this impact existing landowners along the road? We are going from lower density to higher density traffic. Is this fair to the current property owners who chose to live in a 'non commercial', low density neighbourhood?

37. Would the city be updating the road with sidewalks and keeping them cleared in the winter so the children in the neighbourhood could make it to their bus stops safely, or the seniors in this resident could walk to the bus stop safely?

38. To get to this new development is a steep incline and decline, can emergency vehicles get here safely?

39. The developer was committing to not using that access (Pelton Road) but how can that be controlled?

40. How much ambulance and fire traffic will be expected?

41. The developers are suggesting only 20% of overall traffic will be used on this road (Pelton Road). 20% of what? 20% of 350 plus residents/workers/patrons? If we used 20% of the approximate 400 volume of traffic per day (perhaps higher during peak summer/fall time) = a minimum of 80 vehicles traveling back and forth on a road without any sidewalks, a blind knoll, and a severe turn with low protection barriers, is not feasible or acceptable in any City's plan.

#### Wildlife and Health and Safety

42. Has any consideration been given to the health and safety of the workers during construction and afterwards in this environment? (i.e. heavy deer population and tick population)

#### Boundaries and Rezoning

43. If the PDA is expanded to incorporate the Ethos Ridge project where will the new boundaries be? Will they extend east down Sandy Point Road just far enough to include the project? Will they extend north up Westmount Drive to the Kennebecasis River then down the shoreline to meet and coincide



with the development? What would the property encompassed by the extension have in common with a 125 unit complex to justify it?

44. Surely there is plenty of land to develop that is already properly zoned, without seeking to rezone rural land and destroy more green space? Perhaps the developer could take over one of the undersubscribed projects already begun and revitalize it, or develop property in the city where retirees are more likely to want to live anyway?

45. Plan SJ was designed with the PDA in place to protect such oversights and additional costs to the citizens and taxpayers of Saint John. Was this a primary reason why PDA was designed for Plan SJ? Who is going to cover the cost of managing this infrastructure expense?

#### Miscellaneous

46. What is the developer doing to benefit the residents he will inconvenience during construction?

47. Exactly how much parking will be provided?

48. Will the trees (buffers) remain? Only clearcutting would allow for 'stunning water views'.

49. Questions directed to information in the brochure:

a) How will you create a destination for residents, their families, and their community?

b) 'amenities that have yet to be realized in our region' – which are what?

c) 'we care about the community impact of our project and believe that local residents should should hear about it before the formal consultation begins' – when???

c)'services will respond to the evolving needs of your residents' – what ones?

Will health professionals be on site?

d) 'preserving the forest canopy' How when you want to expose 'stunning views'? Can you guarantee a buffer of trees?

50. Has research been performed in the Saint John market that a facility such as this is in demand with the corresponding high price point?



51. In one meeting it was stated neighbours would be allowed to continue to walk on the paths of the site. Would we be given passes to do so? Explain how this will work?

52. There are already 3 seniors housing complexes in Millidgeville, are these full?

53. The price of these senior complexes makes us think that 75% of the residents will be coming in from other provinces, not NB. This will put a further burden on our health care system. Saint John already has many people still waiting for a family doctor, are we going to be able to provide proper health care for all the new seniors coming into the province?

54. Will the trails be accessible for all neighbours or just the residents of the retirement home?

55. The proposal suggests that the location is ideal due to its proximity to Rockwood Park, the hospital, and the University. Yes, seniors are welcome to attend the University, but this number remains small and why not place the development closer to the park if proximity matters? Why would you need the park if you are going to have your own trails?

56. Who will be responsible if the market is not there for expensive senior housing or the building is too large for its market? Who will be responsible for the building if the developer cannot complete the proposal and our neighbourhood is tainted by an empty building or partially finished building?

57. What sort of research has been done to determine the suitability of this area for a retirement complex? Have the developers spoken with older people?

58. Why build 120 plus units at 4 stories if you are and have considered the neighbourhood? Is this a considered and environmentally friendly approach?



352 Pelton Road  
Saint John  
New Brunswick  
E2K 5H7  
February 9, 2021

Mayor Darling and Councillors

Re: Proposed Municipal Plan Amendment 2100 Sandy Point Road Ethos Ridge

I have re-read the proposed development plan and discovered that apparently there is a planned car wash and a restaurant that seats 155 people.

Two questions. What are the zoning regulations for a car wash depositing effluent overland to drain into a river? Are the two dining rooms of the planned residence in addition to the restaurant or are they different places?

I respectfully ask that Common Council and the Planning Advisory Committee require an Environmental Impact Assessment by the NB Department of the Environment before allowing this development.

I respectfully ask That the Department of Fisheries be asked to give an assessment on the stormwater run-off impacts on the sturgeon, eels, salmon and other species of fish in the river.

My rationale follows.

Page 273 of the proposal states: *"Although overall the development expected to increase the storm water runoff from the site, the majority of this increase will continue to be discharged directly to the Kennebecasis River through overland methods , ditches, swales and site grading, and will not require storm water management."* This stormwater runoff occurs in two places on the Kennebecasis River. It will discharge into the river at the end Of Sandy Point Road, where there already exists a serious drainage problem and it will discharge off the proposed development site close to the end of Pelton Road into a different place on the river.



Climate change specialists are predicting higher seasonal temperatures and precipitation with more severe rain storms and greater snowfall, bringing increased precipitation. All this extra stormwater will be going into the river and carry whatever is on the ground with it.

Paved parking spaces, the removal of vegetation and the covering of much of the acreage with the building along with a paved street will cause an enormous amount of groundwater run-off. Salt and sand added to the roads and parking lots in the winter will run off into the river when it melts.

There is a proposed carwash on the site. What are the environmental regulations for car wash runoff? What zoning conditions does the city have for operating a car wash?

This property and the neighbouring ones might also become more vulnerable to flooding. Floods once expected every 30 years are now more likely to be once every five years or even every two to three years.

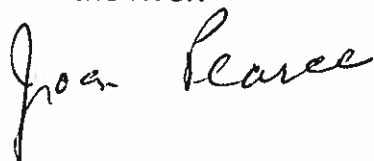
Might that mean an ugly seawall along the river to protect this proposed facility and its grounds from flooding.?

The environmental impact of a development of that size on the river will be great. Even if the building is sited back from the shore, will the developer remove shoreline vegetation and put in lawn right to the water? People usually want an unobstructed view of the water. Building on the water could increase erosion and destroy the shoreline ecosystem.

I respectfully ask that Common Council and the Planning Advisory Committee require an Environmental Impact Assessment by the NB Department of the Environment before allowing this development.

There will be an impact on the fish in the river from stormwater runoff during the construction of this development and with the winter runoff into the river. I respectfully ask That the Department of Fisheries be asked to give an assessment on the stormwater run-off impacts on the sturgeon, eels, salmon and other species of fish in the river.

Sincerely,

A handwritten signature in cursive script that reads "Joan Pearce".



2002 Sandy Point Road  
Saint John, NB  
January 28, 2021.

Mayor and Councillors

RE: Proposed Municipal Plan Amendment  
2100 Sandy Point Road to allow for a 4storey apartment building, Major  
Community Facility


The house I am living in was constructed in the early 1950's. My water comes from a well. My sewage goes to a sewage tank and a septic field, which is in the front of my house adjacent to the street.

The developer has stated in his Ethos Ridge proposal that "it is the intent of the developer to connect to the existing municipal sanitary and water systems at the intersection of Sandy Point Road and Westmount Drive."

It is my understanding that the connection will be along Sandy Point Road to #2100 Sandy Point Road, thereby passing in front of my house. I am concerned that the construction will damage my septic field and depending on the extent of the drilling through rock might in some way interfere with water flow or damage my well. In that case, is the city or the developer responsible for the repair? I expect councillors will enforce a commitment from the developer to cover the full cost of any damage to my property that results from the installation of water and sewage lines along Sandy Point Road.

When the city placed water infrastructure and sewage along Sandy Point Road two decades ago, residents along that route, who had wells and septic, were forced into joining the new infrastructure and if they didn't, had to pay the water bill, whether they were using the water or not. I am not at all interested in being obligated to this.

Sincerely,

  
MARK MCKINNEY



420 Pelton Road  
Saint John, NB E2K 5H7

January 29, 2021

Mr. Jonathan Taylor  
Common Clerk  
City of Saint John  
15 Market Square  
Saint John, NB

Subject: Proposed Municipal Plan Amendment "Re 2100 Sandy Point Road"

Dear sir

Thank you for the opportunity to express my views and concerns regarding the re-designation of the properties identified as PID numbers 55233233 and 55233977 and the proposed amendments to Schedules A and B of the Municipal Development Plan and to extend the boundaries of the Primary Development Area (PDA) to accommodate the proposed Ethos Ridge Development.

The Public Notice states that the reason for those changes is "To permit the development of a retirement community". Yet the re-designation of PID no. 55233233 from Rural and Resource to stable area as clearly shown on the map has absolutely nothing to do with the retirement project. Is there some kind of hidden agenda here? The re-designation should not be allowed without full disclosure.

Currently the relevant portion of the PDA lies to the west of Sandy Point Road and Westmount Drive centered on the junction they make with Kennebecasis Drive. That junction is the closest point on the PDA boundary that you can get to the proposed development. It is approximately a quarter of a kilometre away. There is clearly no common boundary between the two, as the proposal would have us believe.

Under the subtitle Future Land Use Schedule B (page 270 of the proposal) the first paragraph states, "the proposed Ethos site is literally touching/adjacent to the edge of the existing PDA along Sandy Point Road". This is not so!

The same paragraph goes on to say Policy LU-1 recognizes that the boundaries of land use designation are 'intended to be approximate'. This is not so!

However Policy LU-3 does state 'that the boundaries of land use designations, as shown on the Future Land Use map (Schedule B) are intended to be approximate, except, where they coincide with roads or other clearly defined physical features.'



This clearly and firmly fixes the MPA boundary passing through the Sandy Pt Rd/Westmount Dr/Kennebecasis Dr junction. There clearly is no common boundary!

Under the heading Major Community Facilities the first paragraph (page 271) of the proposal states:

"By providing aging in community, Ethos proposal will contribute positively to the neighborhood as ensured by Policy LU-90".

Policy LU-90 follows in its entirety:

Council shall: Ensure that new major community facilities that are used by residents across the City and the Greater Saint John Region are located in areas designated Major Community Facilities and shall generally be Permitted only subject to a rezoning process where compliance is demonstrated with the following requirements:

- a. The proposed land use is desirable and contributes positively to the neighbourhood;
- b. The proposal is compatible with surrounding land uses;
- c. The development is in a location where all necessary water and wastewater services, protective services, and appropriate transportation infrastructure including public transit can be provided;
- d. Site design features that address such matters as safe access, buffering and landscaping, site grading and storm water management are incorporated;
- e. A high quality exterior building design is provided that is consistent with the Urban Design Principles in the Municipal Plan; and
- f. Public transit and active transportation links are provided to and from other key destinations.

I find the quotation just above the insertion of Policy LU-90 above rather baffling and meaningless. The policy states what council will ensure happens in new major community facilities where compliance is demonstrated through meeting requirements a. through f. as listed above.

My views on requirement a. through f. and how the proposal responds to them follow:

- a. the neighbourhood disagrees
- b. it isn't
- c. I believe this requirement cannot adequately be met particularly with regard to protective services and transportation infrastructure including public transit.
- d. I believe the project cannot provide safe access. The remainder lies in the eyes of the beholder.
- e. the current zoning bylaws prohibit building heights above 2 storeys with a height limit of 11 metres. This plan clearly violates this requirement.



f. They are not at present, who will provide them in future?

If the PDA is expanded to incorporate the Ethos Ridge project where will the new boundaries be? The eastern boundary down Sandy Point Road should not extend beyond PD no. 55233977 in the absence of any good explanation of why PD no. 55233233 should be included. Will they extend east down Sandy Point Road just far enough to include the project? Will they extend north up Westmount Drive to the Kennebecasis River then down the shoreline to meet and coincide with the development? What would the property encompassed by the extension have in common with a 125 unit complex to justify it?

It seems to me that the re-designation of the properties represents a classic case of "Spot Rezoning" something that I understand PLAN SJ was designed to eliminate. I believe that approving this project would be a precedent-setting action that will come back to haunt city council.

#### Services

The developers intend to connect to the existing municipal sanitary and water system at the intersection of Sandy Point Road and Westmount Drive, some 250 metres southward on Sandy Point Road. Would this require that all of the residences on that stretch of road be forced to hook-up to the facilities as seems to be the normal practice? This would force these residents to undergo very substantial 'up front' costs, lose the long term benefits expected from their large investments in wells and septic systems and face the on-going costs (approximately \$1200 per year) for water that they neither need nor want.

#### The Access Road

On page 271 of the proposal in the first paragraph it is stated that "the subtle entry drive will rise from Sandy Point Road and then descend over the ridge which will completely hide the project from the road..." This seems to suggest that the access road will be something of a bucolic country lane. Surely the access road would have to be a city street conforming in all respects to the requirement of such; like all utility and services be underground, the street will be paved with sidewalks, curbs, storm sewers, markings and signage. A conforming street could hardly be called 'subtle'. The paragraph cited is, I believe, disingenuous.

Will the city be responsible for snowplowing, sanding, and salting? If so, given the nature of the development, it would probably have to be in the very high priority category for such.

Does it have the approval of our Protective Services like fire, police protection, ambulance service, etc.? If this proposed development had been in place when the decision to decommission the Millidgeville Fire Station would it have had any impact on the decision? It would not likely have changed the decision but would surely have been considered germane. These considerations are important – it is a single access to a complex consisting of 125 units for seniors 75 years of age and over – the access road seems to be about 0.5 kilometres long and comprised of a 180



degree loop astride the ridge that is very steep sided on the side away from Sandy Point Road. The grades are significant which could result in treacherous conditions especially when negotiating the 'loop' during our wintry season.

The traffic in and out will be significant – the proposal itself estimates that the complex will have 216 people in residence, in addition to 27 staff and an expectation of 108 visitors.

Since the complex is geared to 75+ years old folk who want to live an active lifestyle it is hard to believe that most of them will be willing to give up their driving privileges and their cars for a good many years to come (It is often expressed that 75 years of age is the new 65).

Exactly how much parking will be provided?

Additionally should the project proceed I believe that city council should require that the access road be completed and in service before any construction can begin at the building site. There should be an absolute ban on any construction traffic on Pelton Road, which is in no shape to handle it.

The last paragraph in the proposal states that, "an Engineer Traffic Study has been completed by Englobe Engineer to make sure no negative impacts to the local system will be experienced". To suggest that adding some 351 people will experience no negative impacts, most of them drivers, to this north end of Sandy Point Road, is utterly ridiculous, in my view.

The outdated incomplete study fails to recognize that the real traffic choke point will be where Sandy Point Road connects to Foster Thurston Drive. Very short sight line combined with morning and afternoon rush traffic would make Traffic Lights there absolutely required. Not doing so would be absolutely unconscionable on behalf of the city.

#### Water

All of the residents in the entire neighbourhood surrounding the proposed development are dependent on our wells for our water supply. We greatly fear that our wells will be negatively impacted by the blasting that would be required at the building site which sits on solid rock and during the construction of the access road that will need to be cut through the solid rock ridge that the access road will need to straddle and continue downhill to the building site.

Many of us have had problem with the security of water supply over the years.

I had to drill a new well some years ago because the old one kept running dry during the summer months. The new well had to be drilled to a depth of 500 feet before getting water and yet I have still run out of water during hot spells. I know of others in the neighbourhood who have also had to carefully ration their water usage to avoid running dry. One resident lost all of their water and had to drill a new one as a result of a neighbor drilling a new well.

Should this development go ahead I believe it incumbent on the city to require the developer to engage an independent contractor with the expertise to test all of the wells in the area for water quality and flow volumes to provide solid base-line data to use in any dispute resolution arising from the project.

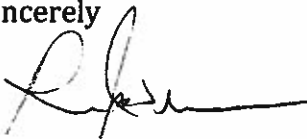


It is my understanding that this proposal excludes consideration of using Pelton Road as a part of the traffic flow that would be engendered by its approval. The proponents are quoted in the newspaper saying that, "Traffic flow concerns will be mitigated by limiting property access to a single entry point off Sandy Point Road". The map that is part of the proposal shows only a gated entrance from Pelton Road to the complex presumably denying access to any motor vehicle traffic. The inclusion of Pelton Road in the project would require a whole new conversation by all the parties impacted.

In closing I wish to state that I would fully approve of any development proposal on the subject properties that is appropriate to the neighbourhood. This proposal, however, I feel will be highly detrimental to the residential character of the neighbourhood and highly destructive to the whole sense of 'pride in community' that forms the fabric from which all great cities are woven. All of the flowery phrases meant to evoke idyllic 'Shangri-La'- like images of the proposal cannot change the fact that it is inappropriate to this community. Many may suggest that our positions on this matter are elitist. Our community is composed of a broad cross-section of residents -employed and retired, residences comprised of floor spaces of 800 sq ft to grand homes as a review of property assessments would attest. We have welcomed construction in the area within and outside the PDA and an increase in our community population - young families bringing vitality and older members bringing wisdom with their experiences. It is the scope and magnitude of this particular proposal that we object to vigorously.

Thank you very much for the opportunity to make my views and opinions known. Writing this piece has given me a new appreciation for the burden that is placed upon you who are given the onerous duty of reading it and others of its ilk. Thank you very much for your patient commitment and exercising of 'due diligence' on behalf of us all.

Sincerely



Wayne Jollineau

cc. Gary Sullivan

John MacKenzie

Sean Casey

Shirley McAlary



From: GARY ROSS <[rossgary@rogers.com](mailto:rossgary@rogers.com)>  
Sent: March 7, 2021 12:29 PM  
To: Common Clerk <[commonclerk@saintjohn.ca](mailto:commonclerk@saintjohn.ca)>  
Subject: Development called Ethos Ridge Sandy Point Rd Saint John NB

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Please accept this as my opposition to the proposed above development.

1. Present road construction not designed for the additional traffic.
2. Lack of inadequate fire protection with the closing of Millidgeville Station.
3. Possibility of environmental damage.

Respectively  
Gary Ross  
16 O'LEARY Crescent  
Saint John E2K 5G8



## Reid, Andy (Planning)

---

**From:** OneStop  
**Sent:** March 25, 2021 9:33 AM  
**To:** Peterson, Benjamin; Reid, Andy (Planning)  
**Subject:** FW: Opposition to the Ethos Project

Hey guys – this just came in

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**From:** Igor Zotov <iamztv@gmail.com>  
**Sent:** March 24, 2021 8:59 PM  
**To:** OneStop <onestop@saintjohn.ca>  
**Subject:** Opposition to the Ethos Project

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Dear Councilors,

As current residents of this quiet, peaceful, rural area we are strongly opposed against building a high-density development here, in an area that is not designed for large scale projects.

Increased traffic is another concern, as this cul-de-sac part of Sandy Point Road is narrow and steep without pedestrian sidewalks. Driveway up the hill to Ethos construction site will have a steep grade of more than 10% which will be dangerous in winter conditions.

This section of our neighborhood is dominated by single-family homes, where we enjoy a comfortable and quiet environment to live away from busy traffic. Building a 120-unit apartment complex would require hammering, drilling and blasting of the rock, which would be incredibly disruptive to the heart of residential Millidgeville.

In light of the upcoming elections our votes will be strongly biased toward a candidate who listens to the voice of concerned people from our neighbourhood.

Sincerely,  
Igor & Lena  
Homeowners of 2101 Sandy Point Road



**From:** Jean du Plessis <[jduplessis@gmail.com](mailto:jduplessis@gmail.com)>

**Sent:** March 6, 2021 3:49 PM

**To:** Common Clerk <[commonclerk@saintjohn.ca](mailto:commonclerk@saintjohn.ca)>; [dondarling@saintjohn.ca](mailto:dondarling@saintjohn.ca); McAlary, Shirley <[shirley.mcalary@saintjohn.ca](mailto:shirley.mcalary@saintjohn.ca)>; Armstrong, Blake <[blake.armstrong@saintjohn.ca](mailto:blake.armstrong@saintjohn.ca)>; Hickey, David <[david.hickey@saintjohn.ca](mailto:david.hickey@saintjohn.ca)>; Merrithew, David <[david.merrithew@saintjohn.ca](mailto:david.merrithew@saintjohn.ca)>; Reardon, Donna <[donna.reardon@saintjohn.ca](mailto:donna.reardon@saintjohn.ca)>; Sullivan, Gary <[gary.sullivan@saintjohn.ca](mailto:gary.sullivan@saintjohn.ca)>; Norton, Greg <[greg.norton@saintjohn.ca](mailto:greg.norton@saintjohn.ca)>; MacKenzie, John <[john.mackenzie@saintjohn.ca](mailto:john.mackenzie@saintjohn.ca)>; Strowbridge, Ray <[ray.strowbridge@saintjohn.ca](mailto:ray.strowbridge@saintjohn.ca)>

**Subject:** Support for Ethos Ridge Project

Hello City Representatives,

Today we had a resident visiting canvassing our home in protest of the Ethos Ridge Project, citing numerous concerns (traffic, environment, and use of tax payer dollars for a sidewalk). I believe in sustainable development and a need for the city to pursue projects that will not only improve the aesthetic of the city, improve the value of properties (and therefore tax base), but also result in economic activity that will benefit the community. Too often you will only hear the voice of decent.

We only moved to the area recently, having lived in Quispamsis previously. We moved to Ottawa for four years and on our return chose to live in Saint John because we wanted to contribute to the city that we work in and believe has so much potential. It has been really positive to see the changes that have occurred in Saint John over the past 4 years. The uptown areas seem to be doing better than I've ever seen it (excluding the mall which needs some investment).

I think that the Ethos Ridge project is a great idea. There is a need for retirement homes, and in my view providing a location here would be good for the city overall. I believe that providing areas for older residents that are near the hospital is the right thing to do. It will also ensure that older residents free up residential areas in town that provide working families and individuals with housing near to their work.

That said I think it would be important to hold the developer to account on their plans to ensure that they follow the commitments they are intending to make to the area. I would also ask the city that they factor the following needed investments including sidewalks, of which there are few and a better solution for traffic control at the intersection of Sandy Point Road and Foster Thurston. Currently the road is hazardous, as it is on a blind corner with the entrance to Rockwood park further adding to the hazard. Vehicles also speed considerably coming around the corner making it difficult to turn onto the street. This is even more dangerous for pedestrians, which have no sidewalk and no way to slow traffic in order to cross the street to get to the park. It would be great to not have to drive to the park that is a 5 min walk from our house.

I know you probably don't get a ton of support. But I wanted to end on a positive note. Keep focusing on making Saint John a better place to live. This city has an incredible history and so much character. Thanks for the focus on progress!

Regards,  
Jean & Isabelle du Plessis



Dear council members and Mayor Don,

March 21, 2021

I am writing you today to speak about the proposed development called Ethos Ridge. I am speaking on behalf of my 94-year-old mother who lives at 455 Pelton Road.

My mother has lived at this address since 1960. She is the last original resident to have lived on Pelton Road. My mom has a 250 foot deep well. When the Fieldstone Estates was being developed my moms, water went cloudy and had a sulfur smell. We had it tested and it was drinkable. After several years, it became clear once again with no smell. This well is the deepest on the street and is a canary in the mine.

The house I speak of has been flooded several times during extreme rain events. The water will rise through a drain in the floor usually resulting in 12 inches of rain in the basement. It can rise to that height in about ten minutes. As the ground gets saturated, the threat becomes more likely. All the water flows off the back field and across this property. We have recently added new tiles and hope we will no longer have to deal with flooding. The amount of water that comes from the ridge, washed out the ditch beside 433 Pelton Road last year, resulting in two days worth of work by the outside workers. They lined the ditch with cobble to stop the erosion and to fix the wash out. The proposed development will not improve flooding to this property.

The Ethos Ridge development will impact my moms house more than most folks, it is literally in her back yard. This house, which is on the side of the hill, will be dwarfed by the building. The development with it's five floors will already be six stories higher than 455 Pelton Road. I assume there will also be ventilation equipment on the roof. No vegetation will hide this building. It will also be high enough to block out the winter sun in the afternoons. All the structures within miles are one or two stories.

The proposed development represents urban sprawl. I am pro-development, but I am not development anything just to increase the tax base. Each development needs to make sense for each area. This proposal is very much like the warehouse in Drury Cove. Many of the new neighbours have moved to Pelton Road to get away from the bustle of the city. If this proposal can proceed, the property value of every house on the road will decrease.

Thanks for allowing, me to share my input. I am happy to see a balanced budget for next year and the property tax rates going down.

Respectfully submitted,

Ken Ward



## Burgess, Aimee

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**From:** VillageView Suites <stephen@villageviewsuites.com>  
**Sent:** March 16, 2021 11:32 AM  
**To:** Reid, Andy (Planning); OneStop  
**Subject:** Ethos Ridge

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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To PAC/Andy Reid, One Stop,

Please accept this submission to the Ethos Ridge File.

I am in support of this application. The development seems to have considered many, if not all of the challenges this project presents to the neighbours. The design seems very well thought out, intentional and sensitive.

Saint John needs investment, tax base and residential options, we know this to be fact. Ethos Ridge helps check the boxes to all of these important priorities. We also know this is a high profile file and it is just not local stakeholders looking at it, there are outside investors and developers paying attention to how we proceed and perform as a community in this matter.

This is an opportunity to once again show that Saint John is open for business and that we can safely and responsibly negotiate concerns of the neighbours while achieving the developments we need.

Thank you for the opportunity to weigh in.

S. Brittain

Stephen Brittain

Village View Suites

Sent from my iPhone



420 Pelton Road  
Saint John, NB E2K5H7

March 12, 2021

Members of the Planning Advisory Committee  
City of Saint John Common Council  
Saint John, NB

Dear Members of the PAC

I reside on Pelton Road that is part of a somewhat unique pocket of land in that it lies within both the river valley and the city. Although it lies within the city it is bounded by the river and the escarpment including that part of the escarpment surrounding Westmount Drive and from there down to the river. It includes the land where the Ethos Project seeks a re-zoning. Because of the topography and its relative small size it has remained relatively unchanged for generations. We are strongly in favour of growing the city and its tax base, but only in an appropriate manner. Our pocket of land is undeniably rural in nature and should be preserved and valued as such.

As mentioned above our community is very stable, has been for generations and should continue as such. There is room for some growth in the area that is the subject of this proposal but it should be compatible with its surroundings and the very rural nature in which it lies.

Like our neighbours we have chosen to live here because – after much diligent searching – it fits the life-style we value so highly and for which we made the biggest investments of our lives. When settling here and while living here we believed that PlanSJ and the zoning bylaws protected us from any degradation of the rural nature of the community that we love so much. The proposed Ethos development is so incompatible with the neighbourhood and so contradictory to the zoning bylaws that it is a grotesque intrusion on our way of life.

Any serious consideration of accepting this proposal, so flagrantly in violation of the current zoning, we find inconsiderate and disrespectful of our contribution to the tax base of the city and our dependence upon the promises inherent in PlanSJ and its bylaws.

The committee that crafted the Municipal Plan had the foresight to recognize that these are neighbourhoods that differ from each other in meaningful ways and that the plan must recognize, respect, and value such differences.

The following excerpts from the Municipal Plan speak to the above (the underlining is mine):



Under Section 1-1 "Purpose of the Municipal Plan" it states:

The Municipal Plan presents a new direction for development and investment in the City, and is based on the aspirations of Saint Johners to grow the City in a more compact and sustainable manner. It is rooted in the City's many assets, placing a stronger emphasis on quality of life and the development of a more urban City in the future. This is a holistic Municipal Plan that integrates the principles of progressive urban planning with the unique needs and desires of Saint Johners.

The Municipal Plan is not just about land use. It is about valuing the City's rich built and natural heritage; investing in its neighbourhoods to strengthen and reinvigorate the City; providing support for neighbourhood-level planning in key areas to ensure ongoing local input in the land use decision-making process; creating a balanced transportation network to make public transit and active transportation more viable and desirable mobility options; and most importantly, the Municipal Plan is about ensuring the people who live in the City and those who will come in the future want to stay for the economic opportunities and the enviable quality of life the City provides.

Under Section 1.4.1 it states:

3. Saint John is comprised of healthy, unique and inclusive neighbourhoods.  
Saint John:

- Strengthens the concept of 'one' Saint John by working to make distinct neighbourhoods feel part of one City and one future;
- Supports mixed income living, offering a range of diverse housing choices to meet different life-cycle needs;
- Enables people of any income level to live in a neighbourhood of their choosing;
- Builds on the strong tradition of neighbours taking care of each other- neighbourhoods are the foundation of the strong community pride that defines Saint John; and
- Provides a range of services, employment, leisure and recreational choices within neighbourhoods to provide people with the opportunity to live, work, and play in their neighbourhood.

I have just finished reading the report of Community Services to the PAC on the Ethos Ridge proposal and am disappointed to see it is so dismissive of the opinions expressed by the letter writers particularly ignoring the overwhelming disapproval of the surrounding community.

I am adamantly opposed to the project, but should city council approve it I would like PAC to insist upon the following restrictions:



1) I find 'the sunset clause', item 4 c) page 3 of the report far too weak. It should be very direct, unambiguous, explicit in specifying that the rezoning of the property pertains only to the project for which the proponents specifically sought the rezoning permit with no repurposing allowed. It is my great fear that sometime in the next year or so the proponents will 'discover' that due to 'unforeseen circumstances' like changing market forces or running into prohibitive costs the project will have to be changed. "Not to worry" the property (whose value will have multiplied with the rezoning in hand) will be repurposed. NO! NO! NO!

2) In addition to the restrictions on the use of Pelton Road in part 4a) on page 3 there should be a very specific, unambiguous sentence banning any construction related traffic on Pelton Road.

3) Clarify that the plans discussed in item d) page 3 be not only attached to the permit application but be part of the permit itself.

4) Make it clear that the rezoning permit specifically and clearly allows construction to only take place on the river side of the property and that no building of any nature be allowed on the Sandy Point Road side of the ridge.

Sincerely

Wayne Jollineau

cc. Gary Sullivan  
Susan Baxter  
Anne McShane  
Peter Pappas  
Brad Mitchell  
Neil Clements  
Alexandra Weaver Crawford  
Lourdes Clancy  
Gerry Lowe



## Reid, Andy (Planning)

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**From:** OneStop  
**Sent:** March 25, 2021 9:33 AM  
**To:** Reid, Andy (Planning); Peterson, Benjamin  
**Subject:** FW: Opposition to 2100 Sandy Point Development - Ethos Ridge

---

**From:** Kevin McDermott <kevinmcdermott@rogers.com>  
**Sent:** March 25, 2021 9:16 AM  
**To:** OneStop <onestop@saintjohn.ca>  
**Subject:** Opposition to 2100 Sandy Point Development - Ethos Ridge

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I am a neighbour and resident in the Sandy Point area and have lived here since 1988- Kevin and myself are opposed to the 2100 Sandy Point Ethos Development. My understanding is the current infrastructure for the pumping stations in the area are inadequate to support this facility of that size.

The roadways on Sandy point rd - are narrow without sidewalks, and emergency vehicles trying to make hills in inclement weather and on blind knolls would be challenged especially in winter and on hills- getting up and down through the high ridge of the roadway being proposed. In summer being surrounded by hectares of trees I feel poses a threat of a forest fire on the proposed site should a resident or visitor drop a cigarette- the fire would spread quickly throughout the neighborhood as conditions in August are very dry.

The intersection at the zoo looking left to Foster Thurston has a sight intrusion preventing vehicles enough time to turn left safely. That area should be cut back and it was noted in a previous report that vehicles were reported driving above the speed limit which adds danger of an accident. We feel this would create a bottleneck and safety issue at this intersection with the proposed development due to the increase in traffic.

The yield sign at the top of Kennebecasis dr should be changed to a stop sign - if you are proceeding to sandy point rd towards Pelton you can't see vehicles coming down the hill from the zoo as there is a bush on the corner lot that impedes a clear view to go straight across or turn left or right - you have to move almost in the middle of the rd -to cross or turn at this intersection. In summary we have issues now with traffic intersections adding more traffic to already dangerous intersections is a issue.

I do feel this development would be better suited in a different location and would be good for the City but do not feel it is ideally suited in this location -re pumping stations, traffic, emergency and fire concerns

Respectfully submitted  
Brenda & Kevin McDermott  
632-0815



Sent from my iPad



**From:** Tony Roman <[tonyroman80@gmail.com](mailto:tonyroman80@gmail.com)>

**Sent:** March 10, 2021 9:16 PM

**To:** [dondarling@saintjohn.ca](mailto:dondarling@saintjohn.ca); McAlary, Shirley <[shirley.mcalary@saintjohn.ca](mailto:shirley.mcalary@saintjohn.ca)>; Armstrong, Blake <[blake.armstrong@saintjohn.ca](mailto:blake.armstrong@saintjohn.ca)>; Hickey, David <[david.hickey@saintjohn.ca](mailto:david.hickey@saintjohn.ca)>; Merrithew, David <[david.merrithew@saintjohn.ca](mailto:david.merrithew@saintjohn.ca)>; Reardon, Donna <[donna.reardon@saintjohn.ca](mailto:donna.reardon@saintjohn.ca)>; Sullivan, Gary <[gary.sullivan@saintjohn.ca](mailto:gary.sullivan@saintjohn.ca)>; Norton, Greg <[greg.norton@saintjohn.ca](mailto:greg.norton@saintjohn.ca)>; MacKenzie, John <[john.mackenzie@saintjohn.ca](mailto:john.mackenzie@saintjohn.ca)>; Strowbridge, Ray <[ray.strowbridge@saintjohn.ca](mailto:ray.strowbridge@saintjohn.ca)>

**Cc:** Common Clerk <[commonclerk@saintjohn.ca](mailto:commonclerk@saintjohn.ca)>

**Subject:** Ethos Ridge Project

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To whom it may concern,

We are Tony and Joanna, residents of Kennebecasis dr. We would like to oppose the Ethos Ridge Project.

The streets and traffic are not designed for an additional 125 units. The streets are extremely narrow and there are no sidewalks. Foster Thurston traffic is already dense as is with Hospital and UNB traffic. You do not want to further endanger our community!

This project will most definitely affect the environment. Think about the overall negative impact on nearby the Kennebecasis River, humans and wildlife.

Instead, why not demolish some of the rundown buildings in Indian Town to develop this project. Our community is not zoned for such a project!!!

Tony and Joanna



420 Pelton Road  
Saint John, NB E2K5H7

March 12, 2021

Members of the Planning Advisory Committee  
City of Saint John Common Council  
Saint John, NB

Dear Members of the PAC

I reside on Pelton Road that is part of a somewhat unique pocket of land in that it lies within both the river valley and the city. Although it lies within the city it is bounded by the river and the escarpment including that part of the escarpment surrounding Westmount Drive and from there down to the river. It includes the land where the Ethos Project seeks a re-zoning. Because of the topography and its relative small size it has remained relatively unchanged for generations. We are strongly in favour of growing the city and its tax base, but only in an appropriate manner. Our pocket of land is undeniably rural in nature and should be preserved and valued as such.

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Sincerely



Wayne Jollineau

cc. Gary Sullivan  
Susan Baxter  
Anne McShane  
Peter Pappas  
Brad Mitchell  
Neil Clements  
Alexandra Weaver Crawford  
Lourdes Clancy  
Gerry Lowe



Mayor and Common Council,

I would like to speak against the proposed amendment zoning bylaw for 2100 Sandy point Road on the following points:

1. The proposed development does not meet any of the criteria as outlined in PlanSJ , Section 10.10Rural Residential, 10.10(1) Permitted uses or 10.10(2) Conditions of use
2. PlanSJ 2.5 Parks and Natural Area are not generally not appropriate for development.
3. Policy LU-87 - Stable Residential....new and redeveloped land use are to reinforce the predominate community character and make a positive contribution to the neighbourhood.
4. Major Community Facilities must not negatively impact adjacent land uses and must be located for convenient access to all transportation modes.
5. Of the environmental concerns, I believe that the open ditch roadsides may be the most important. With a large amount of paving in the proposal, accompanied by the torrents of rain that develop or freezing culverts, the open ditches can easily become overburdened. This effect could cause moderate to severe damage to residences lower down the slope, wash out roads to neighbouring housing and put large amounts of runoff silt, debris and contaminants directly in the river.
6. Sandy Point road, at this point, is narrow and not designed for large amounts of traffic. The volume of traffic basically would put pedestrians in jeopardy.
7. The citizens of ward 2, in this area, are at a disadvantage on this vote with only having one representative. If nothing else speaks to equality, having lost one of their voices does. This issue should perhaps be delayed until after the upcoming election.

Thank you,  
Larry E Harlow  
Ward 2 Citizen



1970 Sandy Point Road  
Saint John, N.B.  
E2K5E9  
March 25, 2012

To the City Councilors and the Common Clerk:

We (Brenda and Stephen Ough) are writing this letter to express our deep concerns about the development of the Ethos Project at 2100 Sandy Point Road.

On March 16<sup>th</sup> the PAC met for five hours to talk about this project. It is very evident that the developers did not do their homework in the area of environment issues, which include wildlife, fisheries and species at risk. Has there been a proper environmental impact assessment done? If so, by whom? What were his or her qualifications? We have not had any information on this.

One of the things we are concerned about are the wetlands which are on the property. Have they been PROPERLY looked at and has an assessment by a qualified person been properly done? Another issue is the overflow of water and sewage. Will this be going into the Kennebecasis River and if so, has a proper evaluation of this been done? If storage tanks are going to be used, we believe an expert assessment of this should have been done and made available to the public.

The people in the neighbourhood have not been given enough information on the above topics and we feel that the development should not be allowed to continue until they are.

The developer has made verbal promises but how can the developer be believed if he was quoted (in the magazine Huddle) as saying he made personal contact with most of the neighbours and most people were in agreement with the project. We know that SIXTY-TWO letters were sent to the council and there were fifty six against, five neutral and only one in support of the project. His verbal comments at the PAC do not seem very credible to us.

Other concerns:

---fire and ambulance concerns have not been addressed  
---taxpayer money being used to upgrade sewage, streets and intersections when a private developer is going to be making the most money out of this.

Please keep these concerns in your minds as you make decisions on the property. The people of the neighbourhood deserve better answers and assurances.

Yours truly,

Brenda and Stephen Ough



420 Pelton Road  
Saint John, NB E2K5H7

March 25, 2021

Mayor and Councilors  
City of Saint John  
Saint John, NB

I live on Pelton Road in a pocket of land lying between the Kennebecasis River valley on one side and the escarpment that encircles the pocket, from steep rocky shore to steep rocky shore. It is unbroken except for where Sandy Point Road descends to the shore.

Within this pocket exists a very strong community. Many of its residents have been here for generations. Many have converted cottages to homes and new homes have sprung up where the topology allows it, but it is very stable and has remained relatively unchanged for ages due to its topography and small size. This area is undeniably rural in nature and should be valued and preserved as such.

Unfortunately this pocket includes the land that the Ethos Project seeks to have rezoned from Rural Resource and Park and Natural Area to Major Community Facility. Quite a leap! We are all in favour of growing the city's tax base, but only in an appropriate manner. Surely any growth should be compatible with its surroundings and the very rural nature in which it lies.

Like our neighbours we have chosen to live here because- after much diligent searching- it fits the life-style we value so highly and for which we made the biggest investment of our lives. When settling here and while living here we believed that PlanSJ and the zoning bylaws protected us from any degradation of the rural nature of the community that we love. The proposed Ethos development is so incompatible with the neighbourhood and so contradictory to the zoning bylaws that it is a grotesque intrusion on our way of life.

We believe that the city has a 'duty of care' to abide by the tacit agreement implicit in the approved legislation upon which its citizenry make their home investment decisions. We strongly feel that city staff, by recommending acceptance of this proposal, so flagrantly in violation of the current zoning, to be inconsiderate and disrespectful of our contribution to the tax base of the city and our dependence upon the promises inherent in PlanSJ and its bylaws.

Under section 1-1 "Purpose of the Municipal Plan" it states:

The Municipal Plan is not just about land use. It is about valuing the City's rich built and natural heritage; investing in its neighbourhoods to strengthen



and reinvigorate the City; providing support for neighbourhood-level planning in key areas to ensure ongoing local input in the land use decision-making process; creating a balanced transportation network to make public transit and active transportation more viable and desirable mobility options; and most importantly, the Municipal Plan is about ensuring the people who live in the City and those who will come in the future want to stay for the economic opportunities and the enviable quality of life the City provides.

Under Section 1.4.1 it states:

3. Saint John is comprised of healthy, unique and inclusive neighbourhoods.

Saint John:

- Strengthens the concept of 'one' Saint John by working to make distinct neighbourhoods feel part of one City and one future;
- Supports mixed income living, offering a range of diverse housing choices to meet different life-cycle needs;
- Enables people of any income level to live in a neighbourhood of their choosing;
- Builds on the strong tradition of neighbours taking care of each other- neighbourhoods are the foundation of the strong community pride that defines Saint John; and
- Provides a range of services, employment, leisure and recreational choices within neighbourhoods to provide people with the opportunity to live, work, and play in their neighbourhood.

I have read the report of Community Services to PAC on the Ethos Ridge Proposal and am disappointed to see it is so dismissive of the opinions expressed by the letter writers particularly ignoring the overwhelming disapproval of the surrounding community.

We are adamantly opposed to the project but are pleased that city staff did include conditions 4a), 4c) and 4d) on page 3 of their report which were amended by the PAC at their meeting to be more specific. Both Mr. Andrew Reid for the city and Mr. Scott Walton for the developers agreed with the amendments and both stated these were reflecting their original intent.

Should the project go ahead, despite the opposition of the entire community surrounding it, we respectfully request that council ensure that the conditions noted above, as amended by PAC, become an integral part of the approval.

I was able to watch the PAC meeting, which I believe was well conducted. Well-prepared representations were made for and against the proposal. Supporters of the project spoke very eloquently praising the concept behind the proposal. But the concept is not, and never was, the issue. Likewise they praised the benefits that the elderly would derive from proximity to nature, the outdoor amenities etc. Again, not an issue. They spoke of hiking trails etc. and again, not an issue. Additionally



they spoke at some length about the fact that as a proportion of the population, we are all getting older, again, this is certainly not an issue (we feel it). The issue is plunking down a 125 unit monstrous structure looming 24 metres (80 feet) high in the middle of thoroughly rural area. This intrusion is totally incompatible with the neighbourhood (it is literally in the backyards of several homes) and is a flagrant violation of the existing zoning bylaws that accurately reflect the nature of the area.

Like my neighbours I was very disappointed by PAC's decision to support the rezoning but must, of course, respect it.

There are other questionable considerations I would like to address with respect to financial and marketing aspects of the proposal. Regarding financial returns the staff report of March 12<sup>th</sup>, which went to PAC states, page 8, "the developer has reported the value of construction to be \$55 million, \$1 million in new tax revenues per year and approximately 50 staff members. Staff reviewed these figures with tax revenues received from comparable facilities".

The comparable facilities apparently are well-established profitable establishments, hardly comparable to something that has not yet received approval. Surely councilors and the public should expect and demand a credible report on the viability of the project, one that is developed in house rather than provided by the developer. Is this 'due diligence'?

The figures given in the quote above should make anyone skeptical of the viability of this proposal. Some rough calculations indicate that the initial investment given above equates to \$440 000/unit. Amortized over 25 years it would be \$17 600/unit/year. The value of the property taxes to the city, \$1 million, given that I am told, the city receives 45% of the total property bill of \$2,222,222; this would equate to \$17 778 per unit per year. On a monthly basis this would amount to \$2948 per unit per month. (It might be noted here that Shannex is currently advertising suites at \$2650 per month.) To this would have to be added all the other expenses, including salaries for the staff, dining room costs, etc. and hefty profit margins for owners/investors to justify such a high risk venture.

The calculations I have made are very shaky like the very skimpy numbers in the quote are very shaky. Councilors surely should be given much more information (and a lot more could be given from sources in the public domain that would not compromise confidentiality).

This project is as sparse with marketing data as it is with financial data. No one disputes the data on the proportion of seniors in the population and how it is growing; and no one doubts that there is a local and regional demand for senior's facilities. But this report gives absolutely no reason to believe that the project can meet this demand. We understand that it will target active 75+ year olds. What is the size of this demographic and what are its characteristics? Surely there are many sources of data in the public domain that could provide some useful information for



councilors to aid them in their decision-making role, and they should demand such before approving this proposal.

This proposal, I feel, will be highly detrimental to the residential character of the neighbourhood and highly destructive to the whole sense of 'pride in community' that forms the fabric from which all great cities are woven. All the flowery phrases meant to evoke idyllic "Shangri-La" like images of the proposal cannot change the fact that it is inappropriate to this community. Many may suggest that our positions on this matter are NIMBY (it's easy to be flippant in that way). It is not NIMBY, it is merely standing up and asking to be respected for our contribution to the tax base of the city and the preservation of the neighbourhood we love.

Sincerely

Wayne Jollineau



Dear Councilor

Please consider the following questions I have regarding the Ethos Development proposal.

1. Are you in support of the conditions set forth by the Planning Advisory Committee in order for the proposal to go forward? Including, a more specific Sunset Clause that specifies that the project can only support the Ethos Ridge, 125 unit complex for senior citizens as proposed and if not completed within five years the zoning will revert back to Rural Resource. There are to be no construction vehicles or delivery vehicles associated with construction on Pelton Road before, during or after construction. The detailed landscaping plan to construct a mature tree buffer on the Pelton Road (north side) of the development is to be a part of the building permit. The ensuring of groundwater recharge.

2. Have the city planners and council reviewed the business plan and financing commitments to determine if the proposed development is financially sound? Considering a 50 million dollar investment with a million dollar property tax annually and a staff of fifty is a considerable expense to be borne by 125 units. Amortization of the building over 25 years would approximate \$1350 per unit per month on average. The average share of the tax per unit would be approximately \$667 per month. Fifty employees earning a minimum figure of \$25 000 per year including benefits would add another \$833 per unit per month. This puts the monthly amount at \$2850 without including variable costs of snowplowing/sanding the private driveway, repair and maintenance, food costs etc. The rent per unit would have to be greater than the \$2500 - \$4000 suggested by the developer.

3. Has a local, complete marketing study been done to determine the viability of this development? The marketing study described at PAC was very general and described an aging population that is the demographic of most of the western world. In a province where the median income is \$54 000 and a large proportion of the population is impoverished, are there the numbers needed to fill this complex?

4. Has there been a letter from the Fire Department definitely stating that the complex, its inhabitants of both active and assisted living description, and the entrance to the complex will be at the end of a private, 0.6 km driveway meets with their approval? The maintenance of the driveway during the winter months would require a diligent effort with sophisticated equipment as it is a climb, hairpin turn and then decline into the complex. When I think of the difficulty in keeping Pelton Road clear by the city snow removers, it is a concern.

5. The developer mentioned at the PAC that the overflow strategy for the lifting station on the property would be either by a pipe to the river or a storage tank on the property. I believe either of these alternatives would require an environmental assessment similar to that required for a septic system. Have you looked into this to see if this would be required?

Thank you very much for your consideration of my concerns. I would appreciate following up with you by telephone or meeting (respecting covid restrictions) to discuss your responses. I can be reached at this email address or 506 652 4752.

Sincerely  
Jill Jollineau  
360 Pelton Road



Dear respected Mayor and City Councillors,

I just wanted to show my support for the new development of the Ethos Ridge project in the Milledgeville area. This new project will add more pristine seniors residence and will also bring a lot more tax revenue than independent homes in the same footprint.

At the same time, I am also hopeful that the additional revenue will be utilized to create sidewalks in the same area connecting it to the rockwood park, as currently it is a risk for anyone walking on the roads and crossing the intersection towards Rockwood park trailway.

Thanks and regards,  
Amit Tamrakar  
7 Fieldstone Dr  
Saint John, NB E2K 0A6  
C 506-333-8686



Dear Mayor and Council,

On Friday, February 19th, 2021 I had the opportunity to attend a presentation by the proponent in regards to the proposed Ethos Ridge Development. The presentation highlighted for me several concerns the community and I have with the project. One of those concerns was the lack of detailed information or any additional clarity in regards to the project. I was disappointed that many of the questions asked by the community were answered with since the project is in the early design phase the proponent did not have clear detailed information answers to the questions with nor were they interested in taking the questions to provide follow-up answers at the later time. As a senior environmental consultant who has taken part in public engagement sessions with other projects, this presentation demonstrated exactly what not to do when interacting with the public. And it indicated that important aspects of the project such as socio/economic, environmental and health and safety components that provide critical information to make informed decisions have not been well prepared or researched by the proponents or their consultants.

I understand that a rezoning application amendment is to come before the Council during the February 22nd, 2021 meeting to decide whether or not to send the application to the Planning Advisory Committee for review and public consultation. Given the lack of information and numerous concerns raised by residents, it indicates that the proponent's application to the City Council for a referral to the Planning Advisory Committee is premature as much of the required technical information in regards to the project needed to make a comprehensive review of the project is not yet available. I would strongly advise the council to dismiss the application until the proponent has demonstrated they have addressed the communities concerns and completed the necessary due diligence so that a comprehensive review can be accurately completed. At which time an assessment of the Ethos Ridge project can be properly carried out by the municipality.

Sincerely,

Mr. Colin Forsythe  
(BSc. Hons. MSc.)

Phone (506) 648-9378

Cell (506) 640-1029

[Email colinforsythe@rogers.com](mailto:colinforsythe@rogers.com)



**BY-LAW NUMBER C.P. 106-xx  
A LAW TO AMEND THE  
MUNICIPAL PLAN BY-LAW**

Be it enacted by The City of Saint John in  
Common Council convened, as follows:

The Municipal Plan By-law of The City of Saint  
John enacted on the 30th day of January, A.D. 2012  
is amended by:

**1** Amending Schedule A – City  
Structure, by redesignating a parcel of land  
having an area of 8.57 hectares, located adjacent  
to 2100 Sandy Point Road, also identified as  
PID No. 55238471, from Park and Natural Area  
and Rural Resource Area to Stable Area  
classification;

**2** Amending Schedule B – Future  
Land Use, by redesignating a parcel of  
land having an area of 8.57 hectares, located  
adjacent to 2100 Sandy Point Road, also  
identified as PID No. 55238471, from Rural  
Resource and Park and Natural Area to Major  
Community Facility and extending the  
boundary of the Primary Development Area  
(PDA);

- all as shown on the plans attached hereto  
and forming part of this by-law

IN WITNESS WHEREOF The City of Saint John  
has caused the Corporate Common Seal of the said  
City to be affixed to this by-law the \* day of \*, A.D.  
2021 and signed by:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk/Greffier communal

First Reading -

**ARRÊTÉ MODIFIANT L'ARRÊTÉ  
RELATIF AU PLAN MUNICIPAL  
ARRÊTÉ N° C.P. 106-xx**

Lors d'une réunion du conseil communal, The  
City of Saint John a édicté ce qui suit :

L'arrêté concernant le plan municipal de The  
City of Saint John décrété le 30 janvier 2012  
est modifié par:

**1** La modification de l'annexe A –  
Structure de la municipalité, afin de faire passer  
la désignation d'une parcelle de terrain d'une  
superficie d'environ 8.57 hectares, située  
adjacent à 2100, rue Sandy Point, également  
identifié de NID 55238471, afin de la faire  
passer de zone de ressources rurales parcs et  
aires naturelles à zone stable;

**2** La modification de l'annexe B –  
Utilisation future des sols, afin de faire passer  
la désignation d'une parcelle de terrain d'une  
superficie d'environ 8.57 hectares, située  
adjacent à 2100, rue Sandy Point, également  
identifié de NID 55238471, afin de la faire  
passer de **zone de ressources rurales** et de  
**parcs et aires naturelles** à **grandes**  
**installations communautaires** et repoussera  
les limites de la zone d'aménagement primaire;

- toutes les modifications sont indiquées  
sur les plans ci-joints et font partie du présent  
arrêté.

EN FOI DE QUOI, The City of Saint John a fait  
apposer son sceau communal sur le présent  
arrêté le 2021, avec les signatures suivantes :

\_\_\_\_\_  
Première lecture -



Second Reading -  
Third Reading -

Deuxième lecture -  
Troisième lecture -



**BY-LAW NUMBER C.P. 111-X  
A LAW TO AMEND THE ZONING BY-  
LAW  
OF THE CITY OF SAINT JOHN ARRÊTÉ  
N° C.P. 111-X**

Be it enacted by The City of Saint John in Common Council convened, as follows:

The Zoning By-law of The City of Saint John enacted on the fifteenth day of December, A.D. 2014, is amended by:

Rezoning land having an area of approximately 8.57 hectares, located adjacent to 2100 Sandy Point Road, also identified as PID No. 55238471, from **Rural (RU)** to **Major Community Facility (CFM)**.

- all as shown on the plan attached hereto and forming part of this by-law.

IN WITNESS WHEREOF The City of Saint John has caused the Corporate Common Seal of the said City to be affixed to this by-law the X day of X, A.D. 2021 and signed by:

---

Mayor/Maire

---

Common Clerk/Greffier communal

First Reading - X  
Second Reading - X  
Third Reading - X

**ARRÊTÉ NO C.P. 111-X ARRÊTÉ  
MODIFIANT L'ARRÊTÉ DE ZONAGE  
DE THE CITY OF SAINT JOHN**

Lors d'une réunion du conseil communal, The City of Saint John a décrété ce qui suit :

L'arrêté sur le zonage de The City of Saint John, décrété le quinze (15) décembre 2014, est modifié par :

Changement de zonage d'un terrain d'une superficie d'environ 8,57 hectares, situé à côté du 2100 Sandy Point Road, également identifié comme NID 55238471, de **rural (RU)** à **grande installation Communautaire (CFM)**.

- toutes les modifications sont indiquées sur le plan ci-joint et font partie du présent arrêté.

EN FOI DE QUOI, The City of Saint John a fait apposer son sceau communal sur le présent arrêté le X 2021, avec les signatures suivantes :

Première lecture - X  
Deuxième lecture - X  
Troisième lecture - X





# Ethos Ridge 2100 Sandy Point Road

Planning Advisory Committee Presentation

March 29 2021



# Proposal



Plan Amendment and Rezoning

401



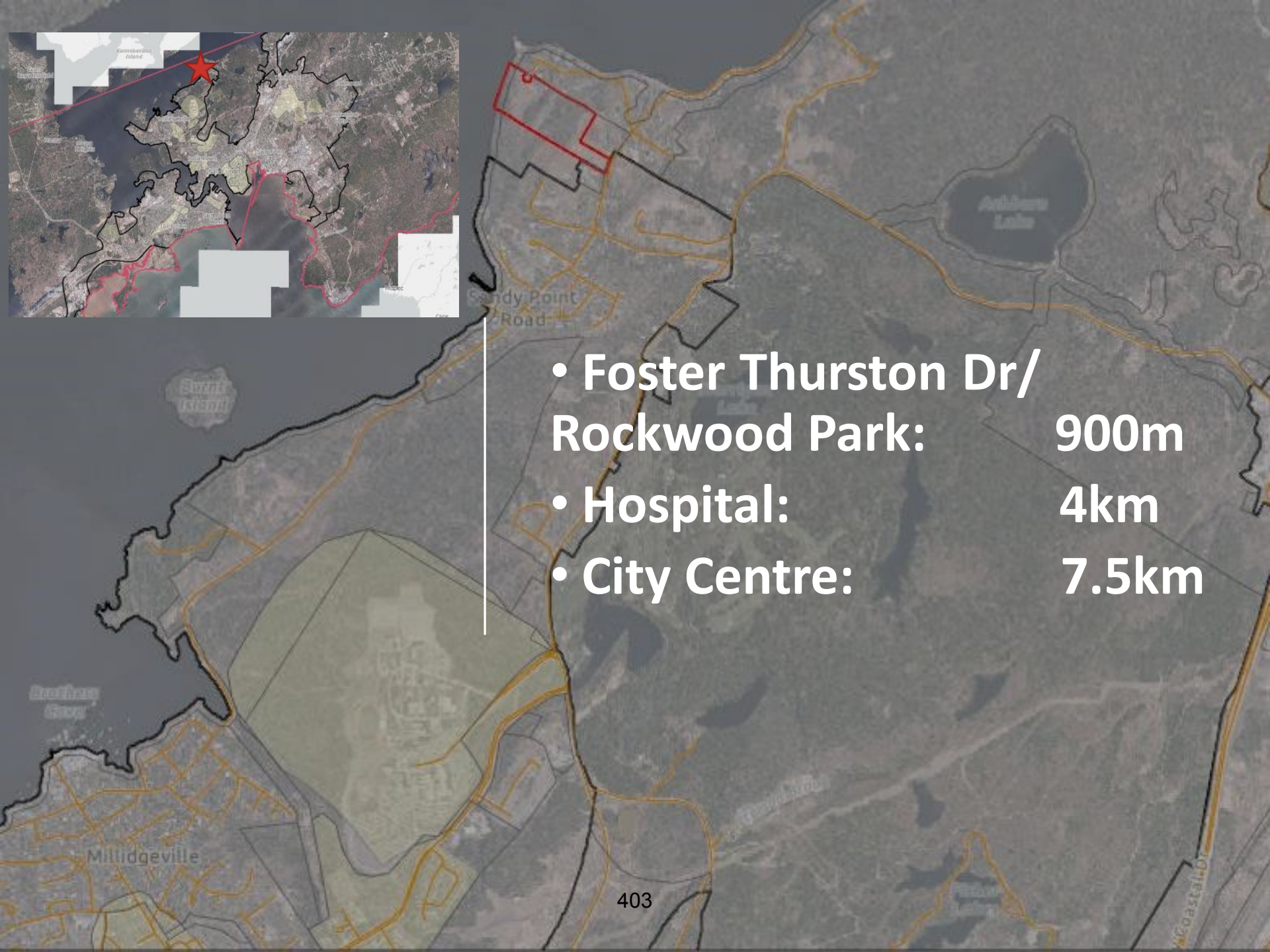
SAINT JOHN





402





- Foster Thurston Dr/  
Rockwood Park: 900m
- Hospital: 4km
- City Centre: 7.5km



# Site & Neighbourhood



2100 Sandy Point Road



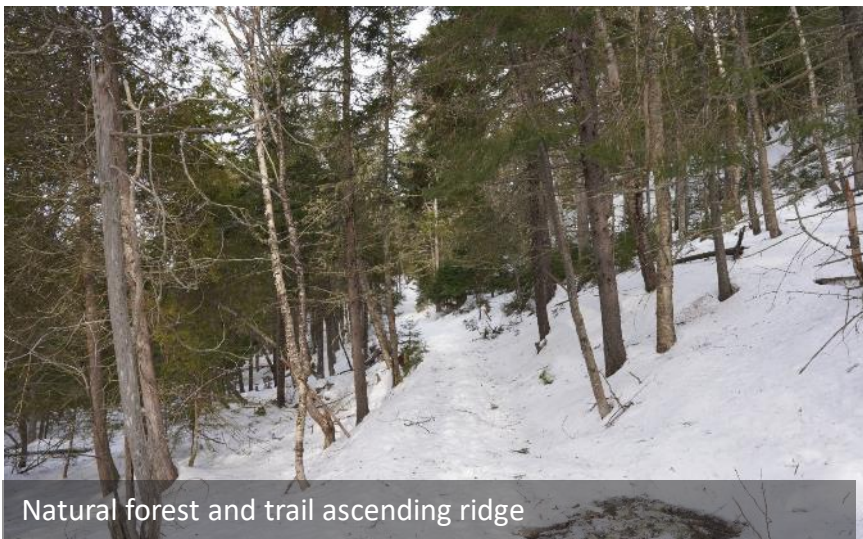
# Site



Natural forest descending the ridge



Cleared area facing Pelton Road cul-de-sac



Natural forest and trail ascending ridge



Hardwood forest and water from Pelton Road cul-de-sac



# Site





# Neighbourhood



Sandy Point Road facing north



Sandy Point Road facing south



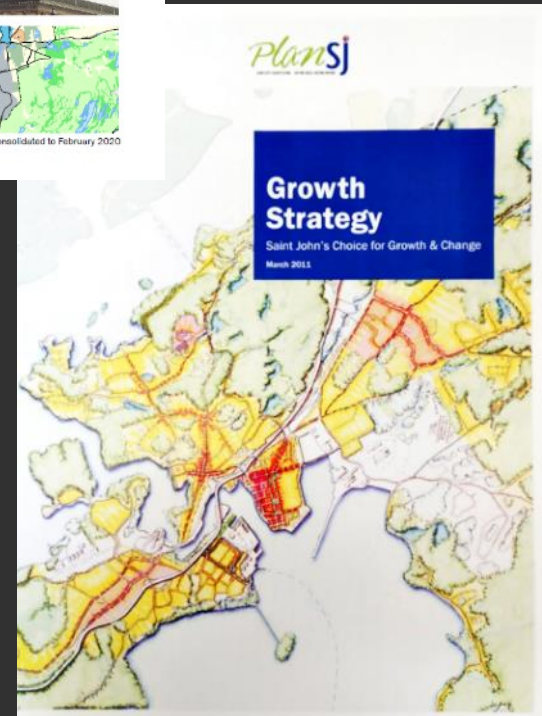
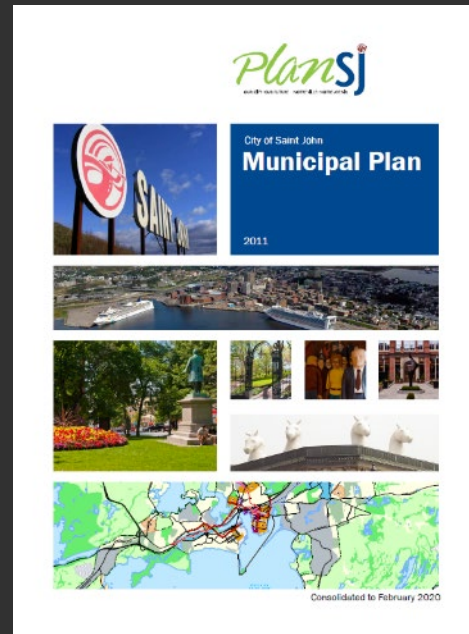
Neighbouring properties along Sandy Point Road



Neighbouring properties along Sandy Point Road



“Grow the City in a more compact sustainable manner”





A “Living  
document”



City of Saint John  
**Municipal Plan**

2011



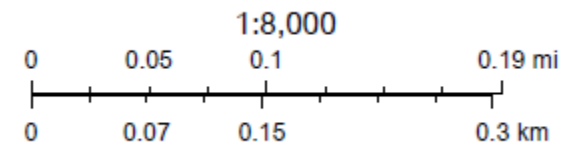
Consolidated to February 2020



# Municipal Plan



- Subject Property
- Primary Development Area
- Future Land Use
  - Rural Resource
  - Rural Residential
  - Park and Natural Area
  - Stable Residential

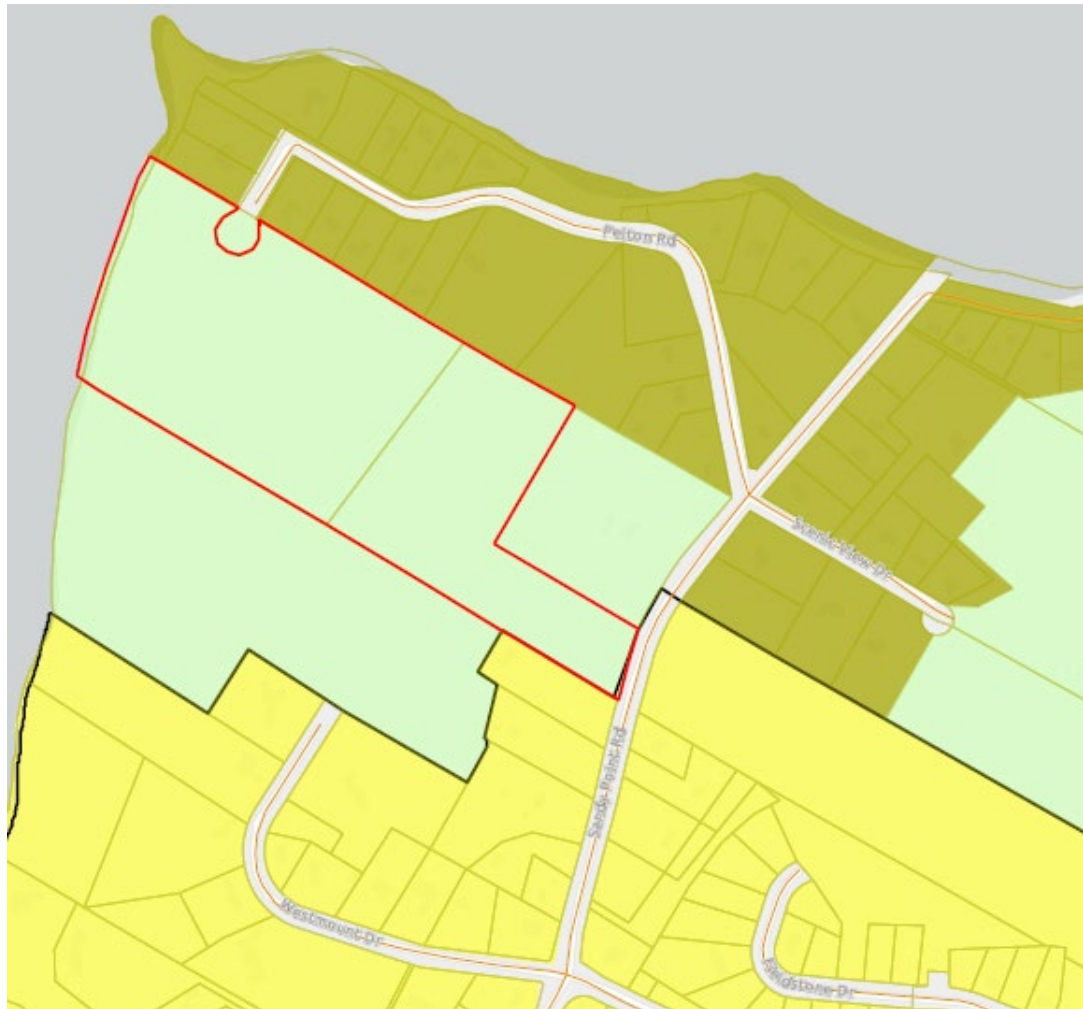


Rural Resource





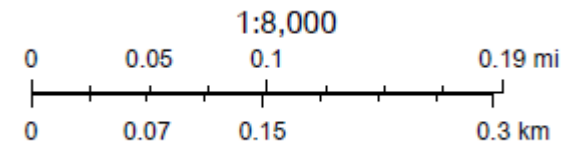
# Zoning



- Subject Property
- Street Centrelines
- Property Parcels
- Primary Development Area

## Zoning

- R2
- RR
- RU



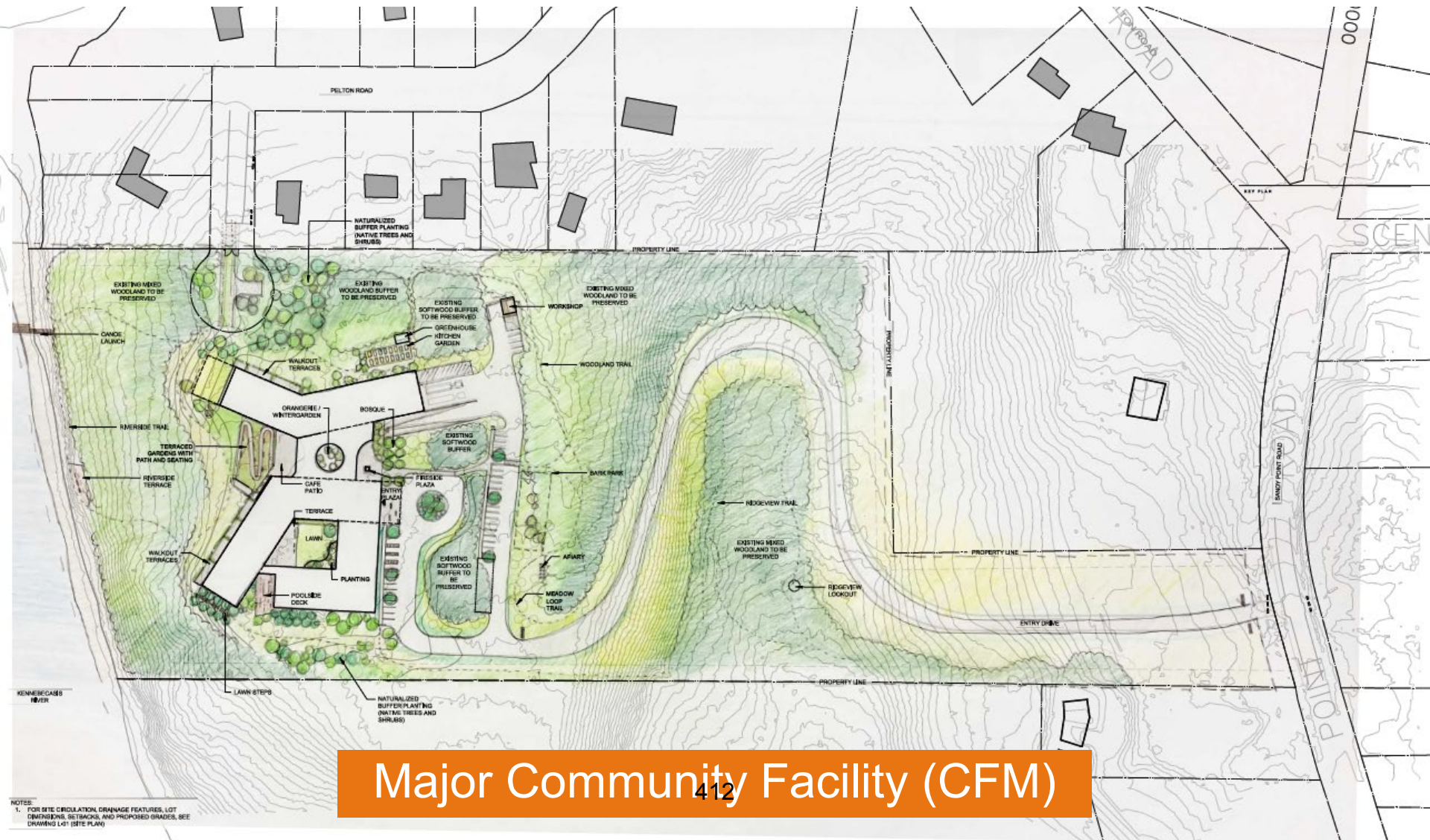
Rural (RU)



SAINT JOHN



# Proposal



## Major Community Facility (CFM)





Where a proposed amendment addresses unforeseen circumstances or is deemed by Council to confer significant public, economic, social, or cultural impacts to the City

# Municipal Plan

Policy I-21



# An Aging Population

24% of Saint John's  
population are seniors by 2029



31% of New Brunswick's  
population are seniors by 2038











00 Sandy Point Road



700 Millidge Ave  
416



# Rezoning

## Policy LU-90

**Council shall** ensure that new major community facilities shall generally be permitted subject to a rezoning process demonstrating compliance with the following requirements :



# Rezoning - Contribution

## Policy LU-90

- ✓ **Contribution** - Land use is desirable from the perspective of the overall intent of the Municipal Plan and makes positive contributions to the neighbourhood through several public benefits to help address existing issues

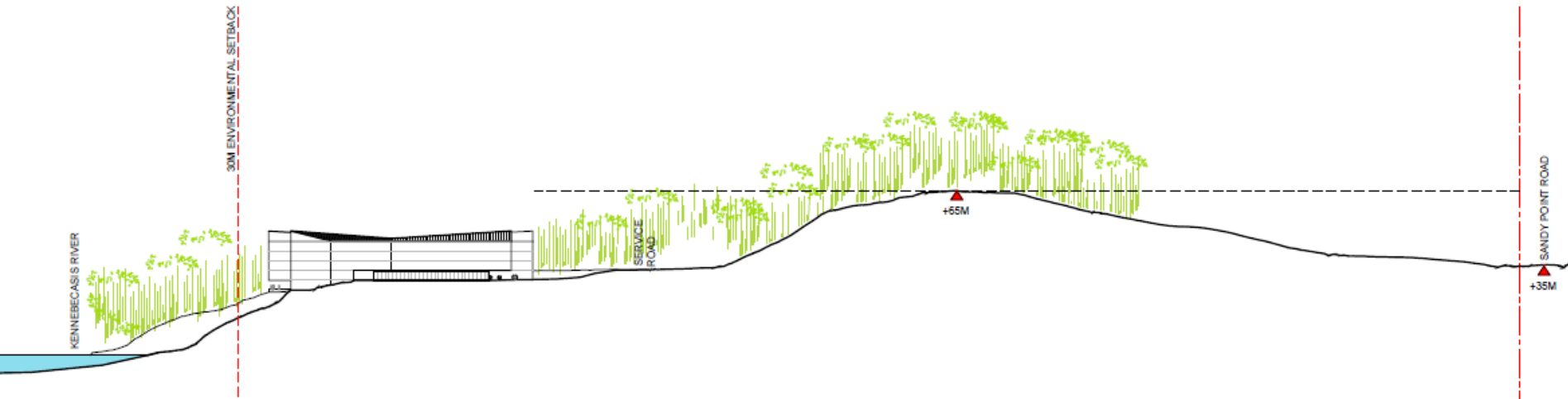




# Rezoning - Compatibility

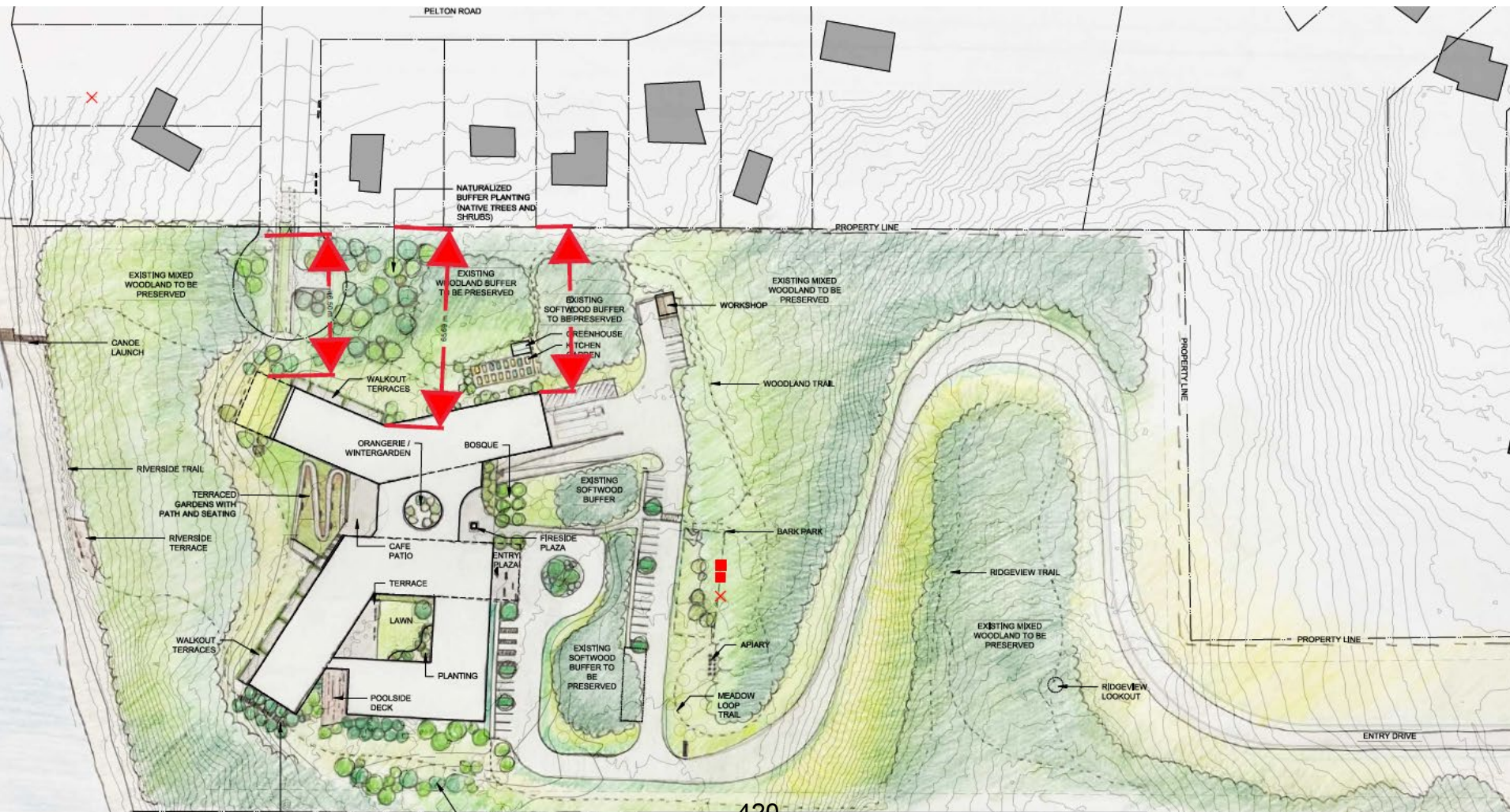
## Policy LU-90

- ✓ **Compatibility** - While the proposal introduces a new building form, height and massing are minimized by invisibility from Sandy Pt Road and maintaining a 47m setback from Pelton Road with minimum 30m buffering.



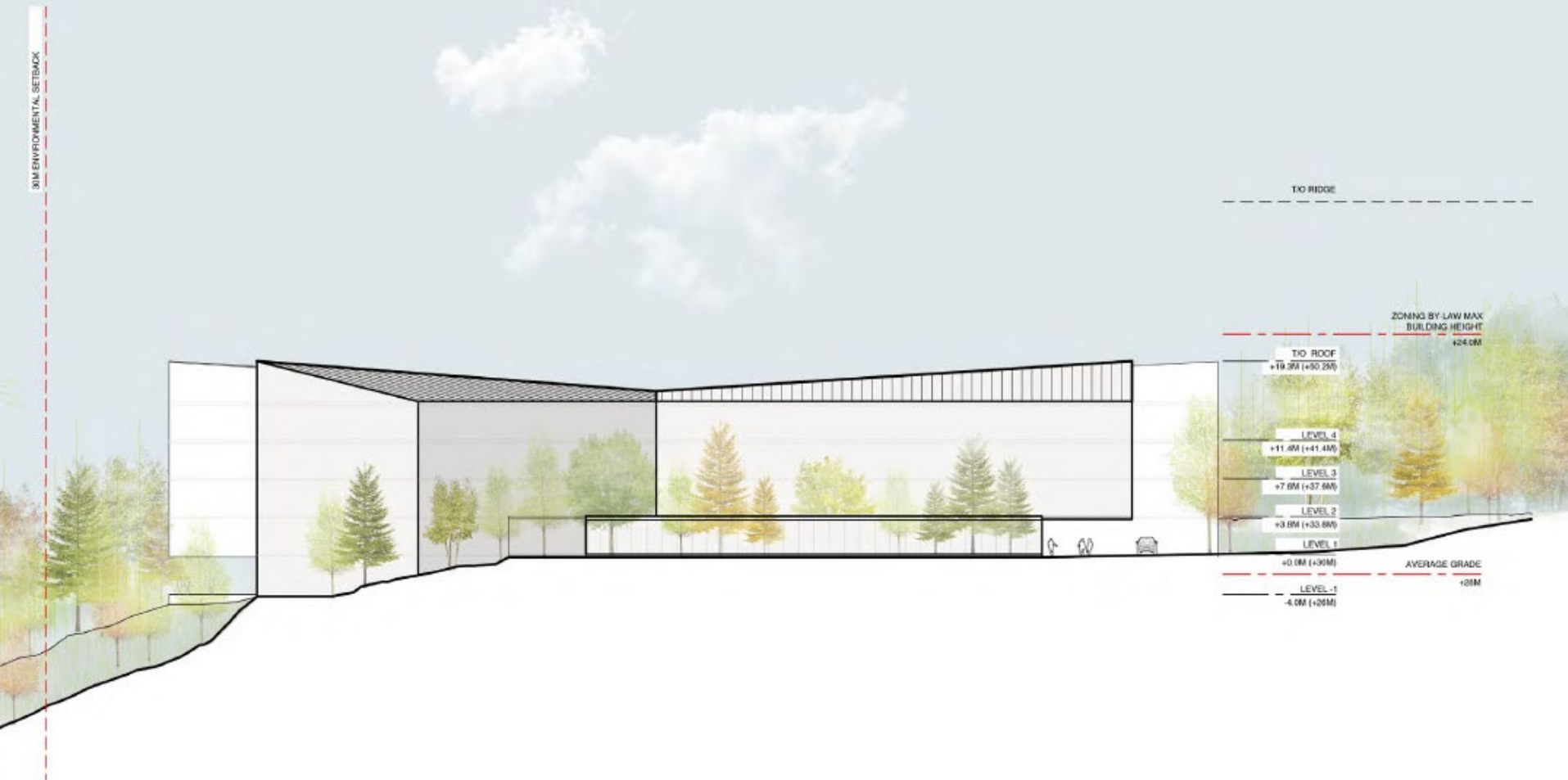


# Rezoning - Compatibility





# Rezoning - Compatibility









# Rezoning - Compatibility

**Neighbourhood:**

Beach Rd / Pelton Rd

**Type of Units:**

Single Detached (served)

**Number of Housing Units:**

39

**Property Size:**

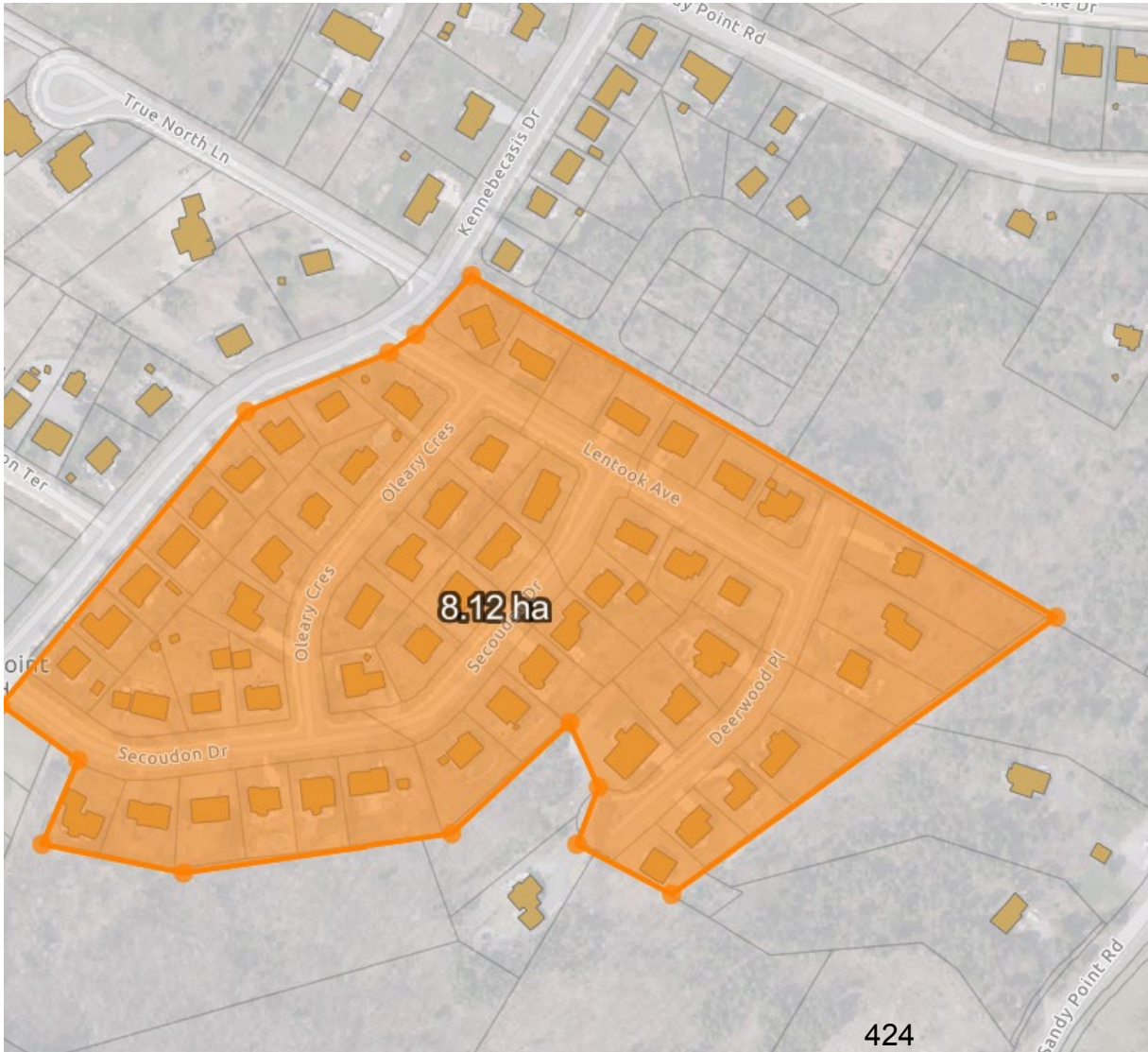
8.3 Hectares

**Density:**

4.6 du / hectare



# Rezoning - Compatibility



**Neighbourhood:**  
Kennebecasis Drive

**Type of Units:**  
Single Detached (served)

**Number of Housing Units:**  
57

**Property Size:**  
8.12 Hectares

**Density:**  
7 du / hectare



# Rezoning - Compatibility



**Neighbourhood:**  
Ethos Ridge

**Type of Units:**  
Supportive Facility

**Number of Housing Units:**  
125

**Property Size:**  
8.57 Hectares

**Density:**  
15 du / hectare



# Rezoning - Compatibility

**“Supportive Facility”** means an establishment licensed/approved by a government agency that provides care or supervision to residents by professional staff or, an establishment devoted to retired residents where common amenities and services are provided exclusively to such senior residents



# Rezoning - Services

## Policy LU-90

- ✓ **Services** - Necessary services will be provided at the developer's expense. The roadway has been evaluated through a Traffic Impact Study. Fire and transit services are available.



“Saint John Water does not see any issues with the proposed development in relation to the downstream sanitary sewer system”



“Saint John Water does not see any issues with the proposed development in relation to the downstream sanitary sewer system”



# Rezoning – Site Design

## Policy LU-90

- ✓ **Site Design** – The TIS has demonstrated that access can safely be provided, a detailed landscaping plan has been provided and will be required to illustrate buffering. ‘Low impact design’ stormwater management will need to result in no increase to adjacent properties.

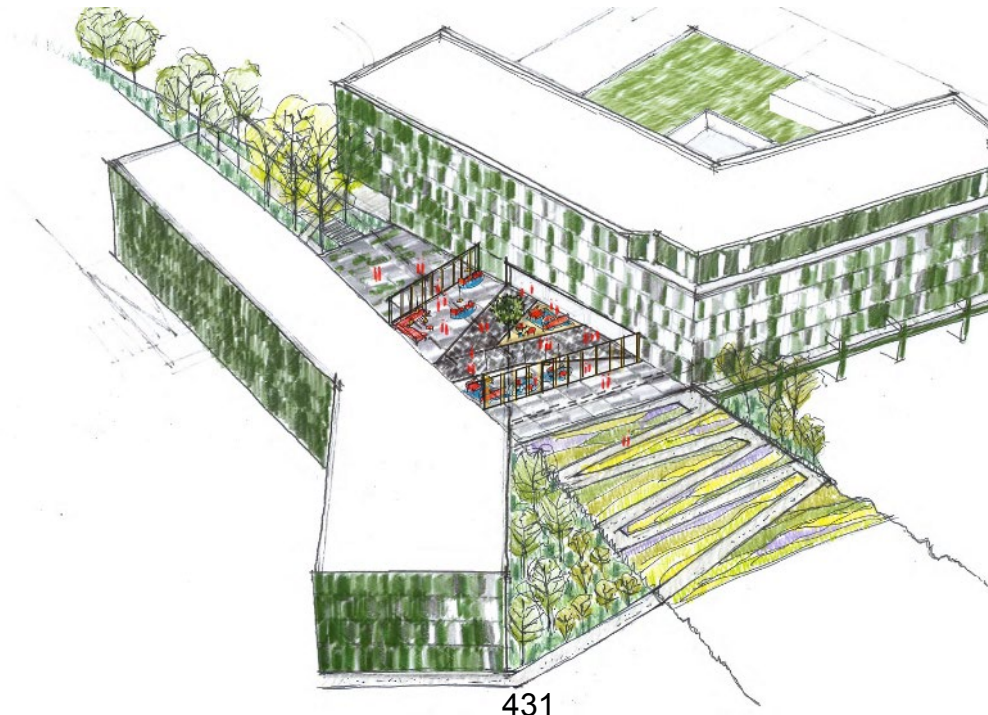




# Rezoning – Building Design

## Policy LU-90

- ✓ **Urban Design** – The building is a high-quality contemporary design and aligns with many of the Urban Design goals set out in the Municipal Plan.





# Rezoning - Transit

## Policy LU-90

- ✓ **Contribution** - Land use is desirable from the perspective of the overall intent of the Municipal Plan and makes positive contributions to the neighbourhood through several public benefits
- ✓ **Compatibility** - While the proposal introduces a new building form, height and massing are minimized by invisibility from Sandy Pt Road and maintaining a 47m setback from Pelton Road with minimum 30m buffering.
- ✓ **Services** - Necessary services will be provided at the developer's expense. The roadway has been evaluated through a TIS.
- ✓ **Site Design** – Access can safely be provided, a detailed landscaping plan will be required and the 'low impact design' stormwater management will need to result in no increase to adjacent properties
- ✓ **Urban Design** – The building is a contemporary design and aligns with many of the Urban Design goals set out in the Municipal Plan.
- ✓ **Public Transit** - Transit is located within a 6 minute walk of the subject property.



Council shall not consider amending the Future Land use Designation unless the proposal... (c) Enhances the community and the quality of life offered to residents of the City;



# Municipal Plan

Policy LU-4



(a) The developer's obligation, at its own cost, to upgrade the existing municipal infrastructure required to service the proposal,





**(b) The developer is to maintain public pedestrian access to a private trail system on the property;**





**(c) The developer is to contribute to the cost of implementing traffic calming measures at the Foster Thurston/Sandy Point Road intersection.**





**(d) the developer is to restore the east side of the street from the subject property to the Westmount Drive intersection to include an asphalted and delineated pedestrian walking surface.**



# Policy I-21 Criteria

- a) Studies demonstrating the proposed development will have a significant long-term benefit for the City and does not place undue fiscal burden on the City or have a detrimental impact on the environment
  - ✓ Additional housing segment for an aging population
  - ✓ Maximizes efficiency of land to increase economic prosperity
  - ✓ Provides community benefits (formalized trails, walkway, traffic)
  - ✓ No fiscal burden on City – developer pays all servicing costs; operating costs are minimal
  - ✓ Low-impact design, emphasis on preserving existing woodlands



# Policy I-21 Criteria

- b) The proposed development fulfills other key goals of the Municipal Plan
  - ✓ Fulfills the vision for complete communities and integration of seniors into residential neighbourhoods



# Policy I-21 Criteria

c) Appropriate opportunities are provided for public input into the consideration of such amendments to the Municipal Plan

- ✓ 4-month long formal development review process
- ✓ Developer-initiated engagements, including public information session



# Process





# Engagement



**44** Letters and a petition containing **17** signatures was received during the 30-day comment period in opposition to the proposal. Since that time, an additional **2** letters have been received in support and **2** against.



On March 16<sup>th</sup>, 2021, the PAC heard from **15** citizens in opposition to the proposal and **5** in support. The PAC voted unanimously to approve the Proposal, with 4 amendments to Staff's Recommendation.





# PAC Recommendation





# Staff Recommendation

- 1-2. Approve Plan Amendment to Stable Area/CFM and extend the PDA
3. Approve the rezoning from RU to CFM
4. Enter into Section 59 agreement per Pages 2-3
5. Enter into a Section 59 agreement regarding servicing and public benefits





# Section 59 Conditions

- a) No vehicular access to development off Pelton Road
- b) Sandy Point Road access shall be owned/maintained by the developer
- c) The development shall be completed within 5 years otherwise Council may revert the zoning
- d) The development shall be in accordance with detailed site, landscaping, and elevation plans substantially conforming to those contained in the report (setbacks, buffering)





# Section 59 Agreement

- a) Developer is responsible for extension of services and restoration of street
- b) Developer is to maintain access to private trail system
- c) Developer is to contribute to cost of traffic calming measures at Foster Thurston Dr intersection
- d) Developer is to restore east side of Sandy Point Road with asphalted/delineated pedestrian walking surface





