

# Rothesay

## DEVELOPMENT AGREEMENT

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

Parcel Identifier 30206882  
of Parcel Burdened  
by Agreement:

Owner of Land Parcels: **637339 N.B. INC.**  
Tammy Moffett, Director  
76 Highland Avenue  
Rothesay NB  
E2E 5N9 (Hereinafter called the "Developer")

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

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

**WHEREAS** the Developer is the registered owner of certain lands located off Chapel Road (PID 30206882) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Developer is now desirous of entering into a development agreement to allow for the development of a forty-eight (48) unit apartment building with underground parking on the Lands as described in Schedules B through D. (herein after called the "Project")

**AND WHEREAS** Rothesay Council did, on **INSERT DATE**, authorize the Mayor and Clerk to enter into a Development Agreement with 637339 N.B. INC. to develop a residential apartment complex on the Lands.

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

1. The Developer agrees that the number of residential units situated on the Lands shall not exceed forty-eight (48) residential apartment units.

#### **Schedules**

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

#### **Site Development**

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

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

### **Affordable Housing**

5. The Developer agrees to maintain for a period of **twenty (20)** years, calculated from the first day of building occupancy, no fewer than 8 'affordable' 2 bedroom apartment units with monthly rental rates based at or below 30% of the Single Parent Median Income in Rothesay as determined by the most recent available data from Statistics Canada.
6. The Developer further agrees that once the base rents for the affordable are established in the first year of occupancy, they can only be raised by a maximum of the Consumer Price Index (CPI), annual average not seasonally adjusted for Saint John, N.B.
7. The Developer agrees to provide to Rothesay an annual audit or legal affidavit prepared by a licensed member of the Chartered Professional Accountants of New Brunswick that provides reasonable assurance that an audit conducted of the affordable units complies with this agreement in accordance with Canadian generally accepted auditing standards.
8. The Developer agrees to bear all costs associated with the annual audit or legal affidavit referenced in paragraph 7 and to fully cooperate with Rothesay relating to such audit monitoring and evaluation.
9. The Developer agrees that during the full Term of this Agreement, that any failure by the Developer to maintain the affordability provisions as set out in paragraphs 5, 6 and 7 or any other violation of any material term of the affordability principles shall constitute a default under this Agreement.
10. The Developer agrees that upon any such default, Rothesay may demand that Developer pay to Rothesay an amount equal to twice the difference of the actual rent received and the maximum amount of rent permitted under clause 6. The Developer agrees to pay interest on any balance in arrears at the rate of 1.25% percent per month compounded monthly.
11. Rothesay and the Developer agree that nothing contained in this agreement shall make or be construed to make any tenant or resident of the Project the responsibility of Rothesay.

### **Universal Design Barrier-Free Apartments**

12. The Developer agrees to construct two (2) apartments utilizing Universal Design principles to achieve an accessible barrier-free standard to the satisfaction of the Development Officer in consultation with the Town's Building Inspector.
13. The Developer agrees that the building occupancy permit shall not be granted by Rothesay until the requirements set out in paragraph 12 are substantially completed and approved by Rothesay.

### **Architectural Guidelines**

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

manner to reduce clutter and negative impacts on the architectural character of the building.

### **Storm Water**

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

### **Traffic Signals – Cost Contribution**

19. The Developer agrees to pay to Rothesay upon receipt of an invoice an amount not exceeding thirty-three percent (33%) of the actual cost incurred and expended by Rothesay for traffic signalization including, curbing, sidewalks, road widening, traffic lights, poles, controllers, accessories, electrical equipment and appurtenances necessary for their installation and initial operation, installed at the intersection of Marr Road and Chapel Drive.
20. Rothesay and the Developer agree that the capital cost contribution obligation (paragraph 19) shall expire in twenty 20 years from the date of the execution of this agreement should Rothesay not proceed with the traffic signalization as referenced in paragraph 20.
21. The Town and Developer agree that the design and construction of the intersection and related improvements shall be solely determined by the Town.

### **Water Supply**

22. The Developer agrees to connect to the Town's nearest and existing water system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
23. The Town agrees to supply potable water for the purposes and for those purposes only for a maximum of forty-eight (48) residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
24. The Developer agrees to pay the Town a fee for connection of the building to the Town water system including sprinkler feed to the Town water system calculated in the manner set out in By-law 1-18, Rothesay Water

By-law as amended from time to time, to be paid to the Town twelve (12) months following the issuance of the building permit.

25. The Developer agrees that the Town does not guarantee and nothing in this Agreement shall be deemed a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. The Town shall not be liable to the Developer or to any person, firm or corporation for any damage or injury caused by the interruption of the supply of water, the lack of uniform pressure thereof or the quality of water.
26. The Developer agrees that all connections to the Town water mains shall be approved and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and that the operation of water system valves is the sole responsibility of the Town.
27. The Developer agrees to comply with the Town's Water By-law and furthermore that a separate water meter shall be installed, at their expense, for each residential connection made to the Town's water system.
28. The Developer agrees that the Town may terminate the Developer's connection to the Town water system in the event that the Town determines that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion or if an invoice for water service is more than 90 days in arrears..
29. The Developer agrees to provide, prior to the occupation of any buildings or portions thereof, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection of service laterals and the connection to the existing Town water system have been satisfactorily completed and constructed in accordance with the Town specifications.

#### **Sanitary Sewer**

30. The Developer agrees to connect to the existing sanitary sewer system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
31. The Developer agrees to pay the Town a fee for connection to the Town sewer system calculated in the manner set out in By-law 1-15 Rothesay Sewage By-law, as amended from time to time, to be paid to the Town twelve (12) months following the issuance of the building permit.
32. The Developer agrees to carry out subject to inspection and approval by Town representatives, and pay for the entire actual costs of Engineering design, supply, installation, inspection and construction of all service lateral(s) necessary to connect to the existing sanitary sewer system inclusive of all pipes, laterals, fittings, and precast concrete units.
33. The Developer agrees to submit for approval by the Town, prior to commencing any work to connect to the sanitary sewer system, any plans required by the Town, with each such plan meeting the requirements as described in the Town specifications for such development.
34. The Developer agrees that all connections to the Town sanitary sewer system shall be supervised by the Developer's engineer and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and shall occur at the sole expense of the Developer.

#### **Retaining Walls**

35. The Developer agrees that dry-stacked segmental concrete (masonry block) gravity walls shall be the preferred method of retaining wall construction for the purpose of erosion control or slope stability on the Lands and furthermore that the use of metal wire basket cages filled with rock (gabions) is not an acceptable method of retaining wall construction.
36. The Developer agrees to obtain from the Town a Building Permit for any

retaining wall, as required on the Lands, in excess of 1.2 meters in height and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

### **Indemnification**

37. The Developer does hereby indemnify and save harmless the Town from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with the Town prior to the commencement of any work hereunder a certificate of insurance naming the Town as co-insured evidencing a policy of comprehensive general liability coverage on "an occurrence basis" and containing a cross-liability clause which policy has a limit of not less than Two Million Dollars (\$2,000,000.<sup>00</sup>). The aforesaid certificate must provide that the coverage shall stay in force and not be amended, canceled or allowed to lapse within thirty (30) days prior to notice in writing being given to the Town. The aforesaid insurance coverage must remain in full force and effect during the period available to the Developer pursuant to this agreement to complete the work set out as described in this Agreement.

### **Notice**

38. Any notice or advice which is to be given under this Agreement shall be deemed to have been satisfactorily given to the Developer if delivered personally or by prepaid mail addressed to **637339 N.B. INC.**, 76 Highland Avenue, Rothesay NB, E2E 5N9 and to the Town if delivered personally or by prepaid mail addressed to **ROTHESAY**, 70 HAMPTON ROAD, ROTHESAY, NEW BRUNSWICK, E2E 5L5. In the event of notice by prepaid mail, the notice will be deemed to have been received four (4) days following its posting.

### **By-laws**

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

### **Termination**

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

41. Notwithstanding paragraph 40, the Parties agree that the development shall be deemed to have commenced if within a period of not less than three (3) months prior to **INSERT DATE** the construction of the municipal service infrastructure has begun and that such construction is deemed by the Development Officer in consultation with the Town Engineer as being continued through to completion as continuously and expeditiously as deemed reasonable.

42. The Developer agrees that should the Town terminate this Agreement the Town may call the Letter of Credit described herein and apply the proceeds to the cost of completing the work or portions thereof as outlined in this Agreement. If there are amounts remaining after the completion of the work in accordance with this Agreement, the remainder of the proceeds shall be returned to the Institution issuing the Letter of Credit. If the proceeds of the Letter of Credit are insufficient to compensate the Town for the costs of completing the work mentioned in this Agreement, the Developer shall promptly on receipt of an invoice pay to the Town the full amount owing as required to complete the work.

**Security & Occupancy**

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

**Failure to Comply**

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

**Entire Agreement**

46. This Agreement contains the whole agreement between the parties hereto and supersedes any prior agreement as regards the lands outlined in the plan hereto annexed.

**Severability**

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

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

**Reasonableness**

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

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

**IN WITNESS WHEREOF**, each of the parties set out below has caused this Agreement, made in duplicate, to be duly executed by its respective, duly authorized officer(s) as of \_\_\_\_\_, 2021.

Witness: 637339 N.B. INC.

\_\_\_\_\_  
Tammy Moffett, Director

Witness: Rothesay:

\_\_\_\_\_  
Nancy E. Grant, Mayor

\_\_\_\_\_  
Mary Jane E. Banks, Clerk

**SCHEDULE A**

**PID: | 30206882**



Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Tammy Moffett  
 76 Highland Avenue  
 Rothesay NB  
 E2E 5N9

Office Held by Deponent: **Director**

Corporation: 637339 N.B. INC.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: \_\_\_\_\_, 2021

I, **Tammy Moffett**, the deponent, make oath and say:

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

DECLARED TO at Rothesay,  
 in the County of Kings, )  
 and Province of New Brunswick, )  
 This \_\_\_ day of \_\_\_\_\_, 2021 )

BEFORE ME: )

\_\_\_\_\_  
 Commissioner of Oaths )

\_\_\_\_\_  
 Tammy Moffett

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: MARY JANE E. BANKS

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

Office Held by Deponent: Clerk

Corporation: Rothesay

Other Officer Who Executed the Instrument: NANCY E. GRANT

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

Office Held by Other Officer Who Executed the Instrument: Mayor

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: \_\_\_\_\_, 2021

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

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

DECLARED TO at town of
Rothesay, in the County of Kings, )
and Province of New Brunswick, )
This \_\_\_ day of \_\_\_\_\_, 2021 )

BEFORE ME: )
)
)
)
Commissioner of Oaths )

\_\_\_\_\_)
MARY JANE E. BANKS



Notes:  
 1. All work to be performed in accordance with the Town of Roberval General By-Bylaws, Land Use By-Bylaws.  
 2. All work to be performed in accordance with the Town of Roberval Code of Ordinances, Chapter 100, Section 100.01.  
 3. The approximate location of known infrastructure is shown on the plans based on the best available information of the firm. However, the contractor shall be responsible for the accuracy or completeness of the information.  
 4. Contractor to confirm horizontal location and vertical elevation of all existing services prior to commencing work. Contractor to immediately report any discrepancies to the engineer.  
 5. It is the responsibility of the contractor to become familiar with and understand the nature and extent of the work to be executed, the nature of the soil, surface water drainage, the general form of the surface of the ground, and generally of all matters which may be or may have influenced the construction of the project.  
 6. All required permits must be obtained in advance of construction.  
 7. All applicable City bylaws, Provincial and Federal statutes and regulations must be adhered to.  
 8. Contractor may not substitute any materials unless approved by the engineer.  
 9. Contractor to notify the Town of Roberval regarding construction schedule prior to commencing construction.  
 10. Contractor shall be responsible for traffic control and safety measures during the work.  
 11. The contractor shall check and verify all dimensions and utility locations and report all errors and omissions prior to commencing work.  
 12. All material, infrastructure, utility, natural gas mains, and other infrastructure must be located in the field prior to the start of construction.  
 13. Contractor to ensure proper erosion and sedimentation control methods are used to control the runoff during construction.  
 14. All required permits must be obtained in advance of construction.

- New Building Area
- New Asphalt Areas
- New Concrete Areas
- New Gravel Areas
- New Grass Areas
- New Wooded Areas

Revision:

No.	Date y/m/d	Issued for Review	Description
1	2021-04-06		

Dwg: 1818BESP4  
 Designed by: A. Toole  
 Drawn by: A. Toole  
 Checked by: A. Toole  
 Scale: Horizontal 1:250 Vertical N/A  
 Date: April 6, 2021  
 If this bar is not 25mm long, adjust your plotting scale

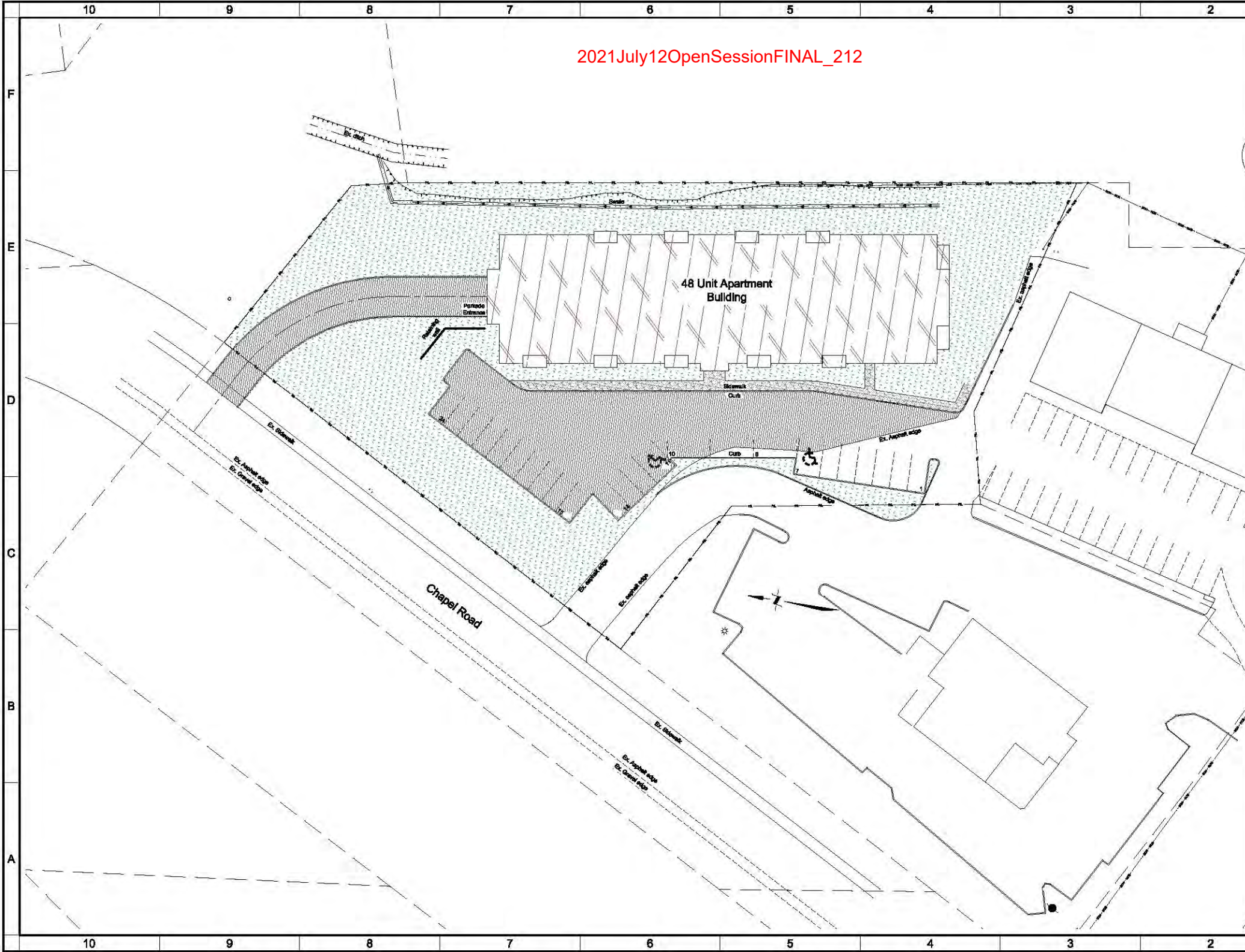
Client:  
**Luke Moffett**

Project:  
**Apartment Building  
 Chapel Road, Rothesay, NB**

Title:  
**Site Plan**

Sheet **C2** of 6

Issue:	Rev #
Issued for Review Date of: 2021-04-06	1



EXTERIOR MATERIALS LEGEND	
1	MASONRY VENEER
2	ALUMINUM CURTAIN WALL SYSTEM
3	PREFINISHED CLADDING TYPE I_COLOUR I_PROFILE I
4	PREFINISHED CLADDING TYPE I_COLOUR II_PROFILE I
5	PREFINISHED CLADDING TYPE I_COLOUR III_PROFILE II
6	PREFINISHED CLADDING TYPE II
7	ALUMINUM FRAMED GLASS GUARD
8	ARCHITECTURAL CONCRETE
9	PATIO DOOR
10	PVC WINDOW

NOTE:  
CLADDING TO BE NON-COMBUSTIBLE, NON-VINYL TYPE.

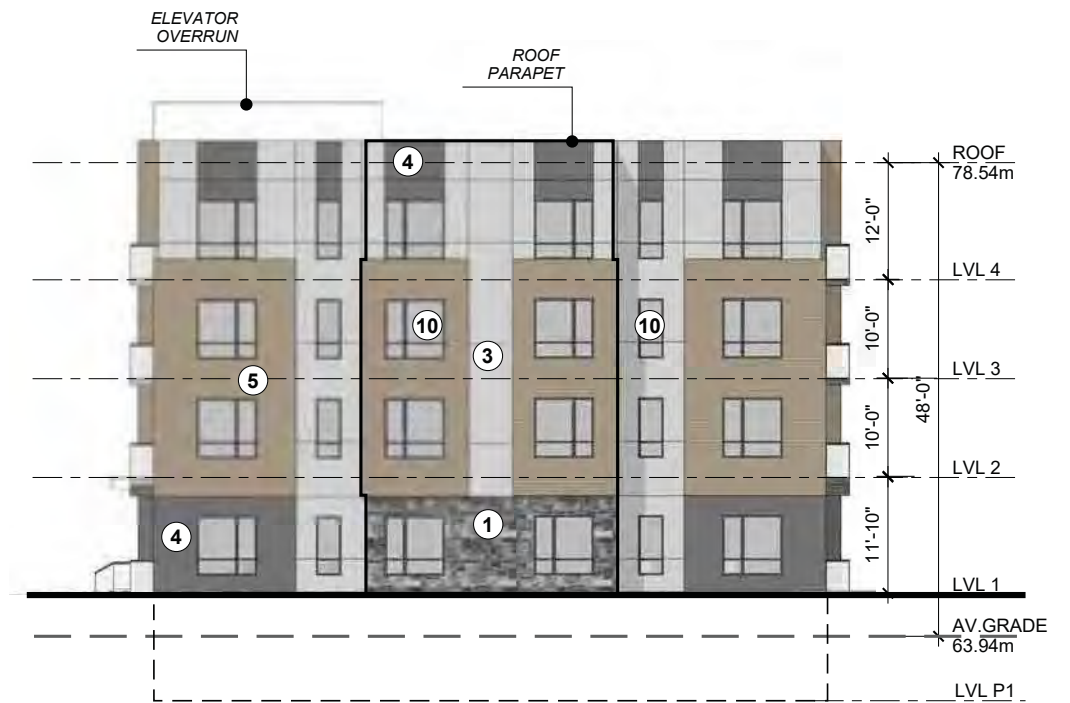


EXTERIOR MATERIALS LEGEND	
1	MASONRY VENNEER
2	ALUMINUM CURTAIN WALL SYSTEM
3	PREFINISHED CLADDING TYPE I_COLOUR I_PROFILE I
4	PREFINISHED CLADDING TYPE I_COLOUR II_PROFILE I
5	PREFINISHED CLADDING TYPE I_COLOUR III_PROFILE II
6	PREFINISHED CLADDING TYPE II
7	ALUMINUM FRAMED GLASS GUARD
8	ARCHITECTURAL CONCRETE
9	PATIO DOOR
10	PVC WINDOW

NOTE:  
CLADDING TO BE NON-COMBUSTIBLE, NON-VINYL TYPE.



**NORTH ELEVATION**



**SOUTH ELEVATION**

EXTERIOR MATERIALS LEGEND	
1	MASONRY VENNEER
2	ALUMINUM CURTAIN WALL SYSTEM
3	PREFINISHED CLADDING TYPE I_COLOUR I_PROFILE I
4	PREFINISHED CLADDING TYPE I_COLOUR II_PROFILE I
5	PREFINISHED CLADDING TYPE I_COLOUR III_PROFILE II
6	PREFINISHED CLADDING TYPE II
7	ALUMINUM FRAMED GLASS GUARD
8	ARCHITECTURAL CONCRETE
9	PATIO DOOR
10	PVC WINDOW

NOTE:  
CLADDING TO BE NON-COMBUSTIBLE, NON-VINYL TYPE.





**Notes:**  
 1. All work to be performed in accordance with the Town of Roberval General By-Bylaws, Land Use.  
 2. All work to be performed in accordance with the Town of Roberval Acton Control Licensing Code CONV003.  
 3. The approximate location of known infrastructure is shown on the plan based on the best available information of the firm. However, the contractor shall be responsible for the accuracy of completion of the information.  
 4. Contractor to confirm horizontal location and vertical elevation of all existing services prior to commencing work. Contractor to immediately report any discrepancies to the engineer.  
 5. It is the responsibility of the contractor to locate, locate, locate and report all existing and proposed infrastructure to be installed in advance of construction.  
 6. All required permits must be obtained in advance of construction.  
 7. All applicable City, Town, Provincial and Federal statutes and regulations must be adhered to.  
 8. Contractor may not substitute any materials unless approved by the engineer.  
 9. Contractor to notify the Town of Roberval regarding construction schedule prior to commencing construction.  
 10. Contractor shall be responsible for traffic control and safety measures during the work.  
 11. The contractor shall check and verify all dimensions and utility locations and report all errors and omissions prior to commencing work.  
 12. All required infrastructure, such as utility, natural gas mains, and other infrastructure must be located in full prior to the start of construction.  
 13. Contractor to ensure proper signage and authorization control methods are used to control the work during construction.  
 14. All required permits must be obtained in advance of construction.

- New Building Area
- New Asphalt Areas
- New Concrete Areas
- New Gravel Areas
- New Grass Areas
- New Wooded Areas

**Revision:**

No.	Date y/m/d	Description
2	2021-04-28	Revised Parking
1	2021-04-08	Issued for Review

Dwg: 1818ESP4  
 Designed by: A. Toole  
 Drawn by: A. Toole  
 Checked by: A. Toole  
 Scale: Horizontal 1:250 Vertical N/A  
 Date: April 8, 2021  
 If this bar is not 25mm long, adjust your plotting scale

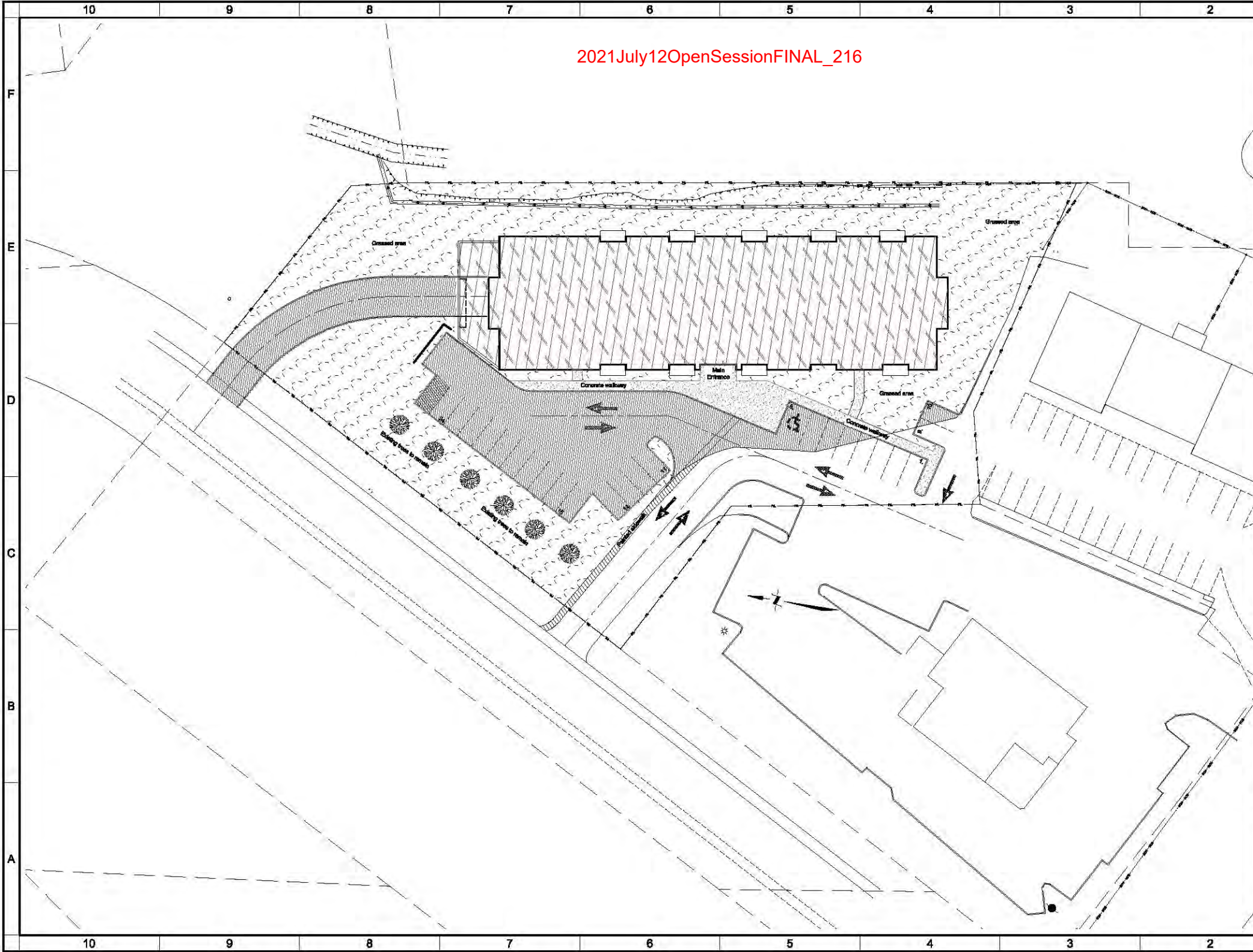
**Client:**  
 Luke Moffett

**Project:**  
 Apartment Building  
 Chapel Road, Rothesay, NB

**Title:**  
 Site Plan

Sheet C2 of 6

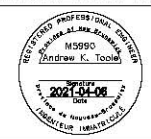
Issue:	Date of:	Rev #
Issued for Review	2021-04-28	2



**Stormwater Management Notes**

- Storm water modeled using HydroCAD V10.00 software, using the USDA Natural Resources Conservation Service Method (formerly SCS).
1. Work completed in accordance with the City of Saint John Storm Drainage Design Criteria Manual, March 7, 2018 version.
  2. 2 and 24hr Chicago storm distribution used.
    - 100 year storm (24hr) - total rainfall: 181mm
    - 5 year storm (24hr) - total rainfall: 116mm
  3. IAS Ratio = 0.2
  4. Antecedent Moisture Condition = 2 (average (normal) conditions)
  5. Pre-development catchment drainage boundaries match post-development boundaries.

**DON - MORE**  
SURVEYS &  
ENGINEERING LTD.



Notes:  
 -AS work to be performed in accordance with the Town of Roberval General By-Laws/Ordinances, Land Use/Planning.  
 -All activities are provided based on Service Near Intersecting Action Control utilizing geospatial model CONCEPTS.  
 -The approximate location of Service Infrastructure is shown on the plans based on the best available information of the firm. However, the consultant accepts no responsibility for the accuracy or completeness of the information.  
 -Contractor to confirm horizontal location and vertical elevation of all existing services prior to commencing work. Contractor to immediately report any discrepancies to the engineer.  
 -It is the responsibility of the contractor to become familiar with and understand the nature and extent of the work to be executed, the nature of the soil, surface water drainage, the general form of the surface of the ground, and generally of all matters which may be or may become relevant to the execution of the work.  
 -All required permits must be obtained in advance of construction.  
 -All applicable City by-laws, Provincial and Federal statutes and regulations must be adhered to.  
 -Contractor must not substitute any materials unless approved by the engineer.  
 -Contractor to notify the Town of Roberval regarding construction schedule prior to commencing construction.  
 -Contractor shall be responsible for traffic control and safety measures during the work.  
 -The contractor shall check and verify all elevations and utility locations and report all errors and omissions prior to commencing work.  
 -All municipal infrastructure, public utilities, natural gas mains, and other infrastructure located below the surface of the ground or the surface of the water.  
 -Contractor to ensure proper installation and maintenance of all infrastructure used in accordance with current design standards.  
 -All required permits must be obtained in advance of construction.

**Flow to Rooftop Pond (3P)**

Area label	Area (m <sup>2</sup> )	CN	Tc(min)	1:5 yr (m <sup>3</sup> /s)	1:100 yr(m <sup>3</sup> /s)
3	1429	98	5	0.0817	0.0628
3P- Flow to Rooftop Pond				0.0028	0.0096

**Flow to Chapel Pond (Total Post-Development)**

Area label	Area (m <sup>2</sup> )	CN	Tc(min)	1:5 yr (m <sup>3</sup> /s)	1:100 yr(m <sup>3</sup> /s)
1	817	98	5.9	0.0037	0.0133
2	943	39	6.8	0.0001	0.0028
4	641	98	5.0	0.0187	0.0311
5	836	73	7.3	0.0091	0.0210
6	1103	66	7.4	0.0036	0.0156
Post-development flow to Chapel Road Pond (1+2+4+5+6+3P)				0.0360	0.0836

**Flow to Chapel Road Pond (Total Pre-Development)**

Area label	Area (m <sup>2</sup> )	CN	Tc(min)	1:5 yr (m <sup>3</sup> /s)	1:100 yr(m <sup>3</sup> /s)
A	5874	85	5	0.0450	0.1242
Pre-development flow to Chapel Road Pond				0.0450	0.1242

- Legend**
- Pre-Development Drainage area
  - Post-Development Drainage area
  - Pre-Development Flows
  - Post-Development Flows
  - Approx. 5 year flood limit
  - Approx. 20 year flood limit
  - Approx. 100 year flood limit
  - Flow to Point
  - Pre-Development Drainage area label (A)
  - Post-Development Drainage area label (1)

**Revision:**

No.	Date y/m/d	Description
1	2021-04-08	Issued for Review

Dwg: 18188ESP4  
 Designed by: A. Toole  
 Drawn by: A. Toole  
 Checked by: A. Toole  
 Scale: Horizontal 1:500 Vertical N/A  
 Date: April 8, 2021  
 If this bar is not 25mm long, adjust your plotting scale

**Client:**

**Luke Moffett**

**Project:**

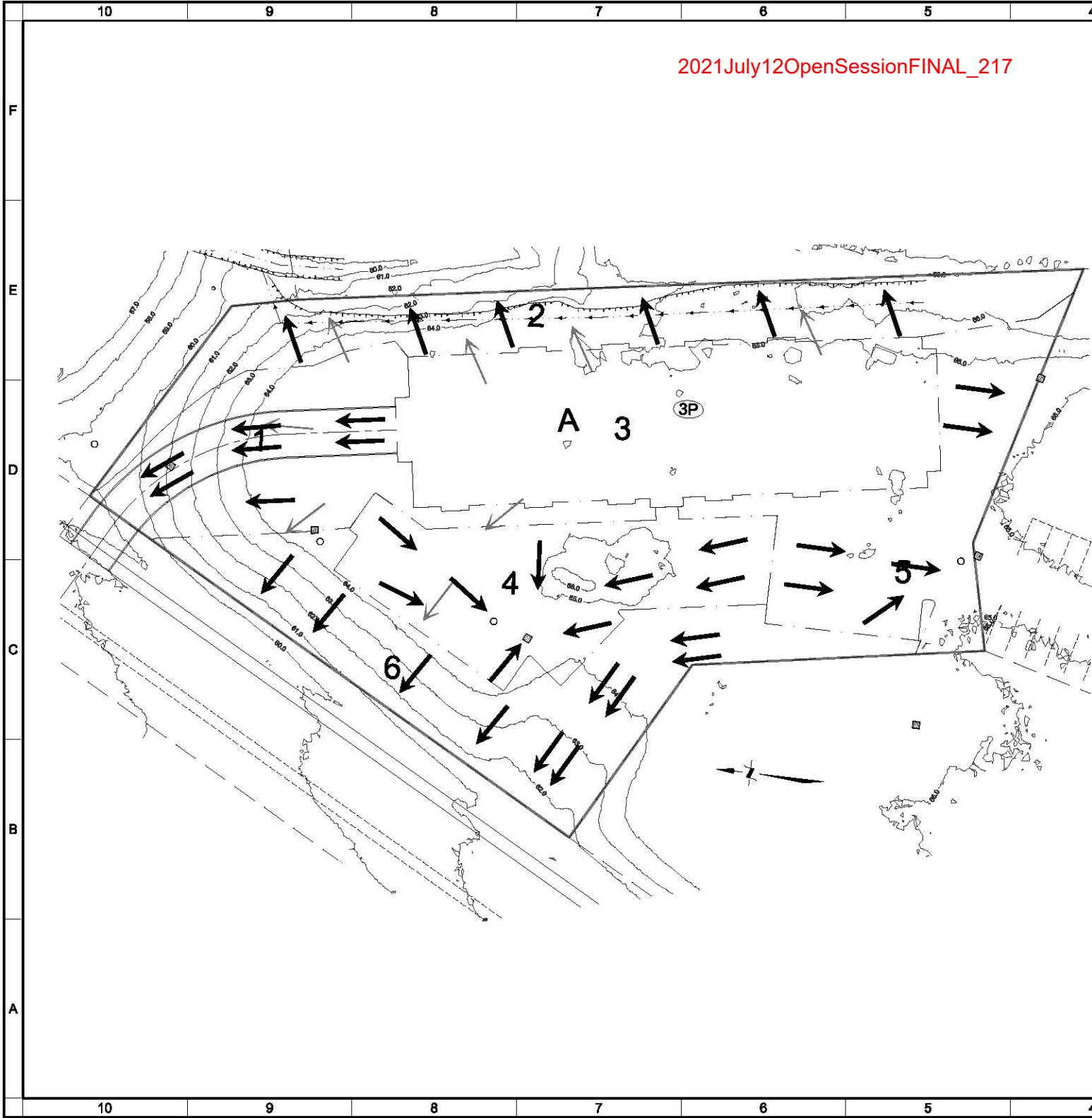
**Apartment Building  
Chapel Road, Rothesay, NB**

**Title:**

**Stormwater Management Plan**

Sheet C5 of 6

Issue:	Rev #
Issued for Review Date of: 2021-04-08	1





2021 July 12 Open Session FINAL\_218

**DON-MORE**  
SURVEYS &  
ENGINEERING LTD.



**Notes:**  
 #1 To be prepared in accordance with the Town of Roberval General By-Laws/Code, Land Use/Planning.  
 #2 All conditions are provided based on Service Meter Interests Action Control utilizing meter model CONVEGA.  
 #3 The approximate location of Service Infrastructure is shown on the plans based on the best available information of the firm. However, the consultant accepts no responsibility for the accuracy or completeness of this information.  
 #4 Contractor to confirm horizontal location and vertical elevation of all existing services prior to commencing work. Contractor to immediately report any discrepancies to the engineer.  
 #5 It is the responsibility of the contractor to become familiar with and understand the nature and extent of the work to be executed, the nature of the soil, surface water drainage, the general form of the surface of the ground, and generally of all matters which may be or may have an influence on the execution of the work.  
 #6 All required permits must be obtained in advance of construction.  
 #7 All applicable City by-laws, Provincial and Federal statutes and regulations must be referred to.  
 #8 Contractor must not introduce any materials unless approved by the engineer.  
 #9 Contractor to notify the Town of Roberval regarding construction schedule prior to commencing construction.  
 #10 Contractor shall be responsible for traffic control and safety measures during the work.  
 #11 The contractor shall check and verify all elevations and utility locations and report all errors and omissions prior to commencing work.  
 #12 All municipal infrastructure, such as utilities, natural gas mains, and other infrastructure located in the field shall be the responsibility of the contractor.  
 #13 Contractor to ensure proper erosion and sedimentation control methods are used to control this runoff during construction.  
 #14 All required permits must be obtained in advance of construction.

LEGEND	PROPOSED	EXISTING
EDGE OF PAVEMENT	---	---
UTILITY	---	---
WATERMAIN & DATE VALVE	---	---
SANITARY PIPE & MANHOLE	---	---
STORM PIPE & MANHOLE	---	---
UTILITY LINES & POLE	---	---
STREET BOUNDARY	---	---
PROPERTY BOUNDARY	---	---
CAWDRANT	---	---
CLPI & BIRCHWAY CUT	---	---
CATCH BASIN	---	---
PAVEMENT	---	---
STREET TREE	---	---
ROAD SIGN	---	---

**Revision:**

1	2021-04-06	Issued for Review
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No. Date y/m/d Description

Dwg: 1818BESP4  
 Designed by: A. Toole  
 Drawn by: A. Toole  
 Checked by: A. Toole  
 Scale: Horizontal 1:250 Vertical N/A  
 Date: April 6, 2021  
 If this bar is not 25mm long, adjust your plotting scale

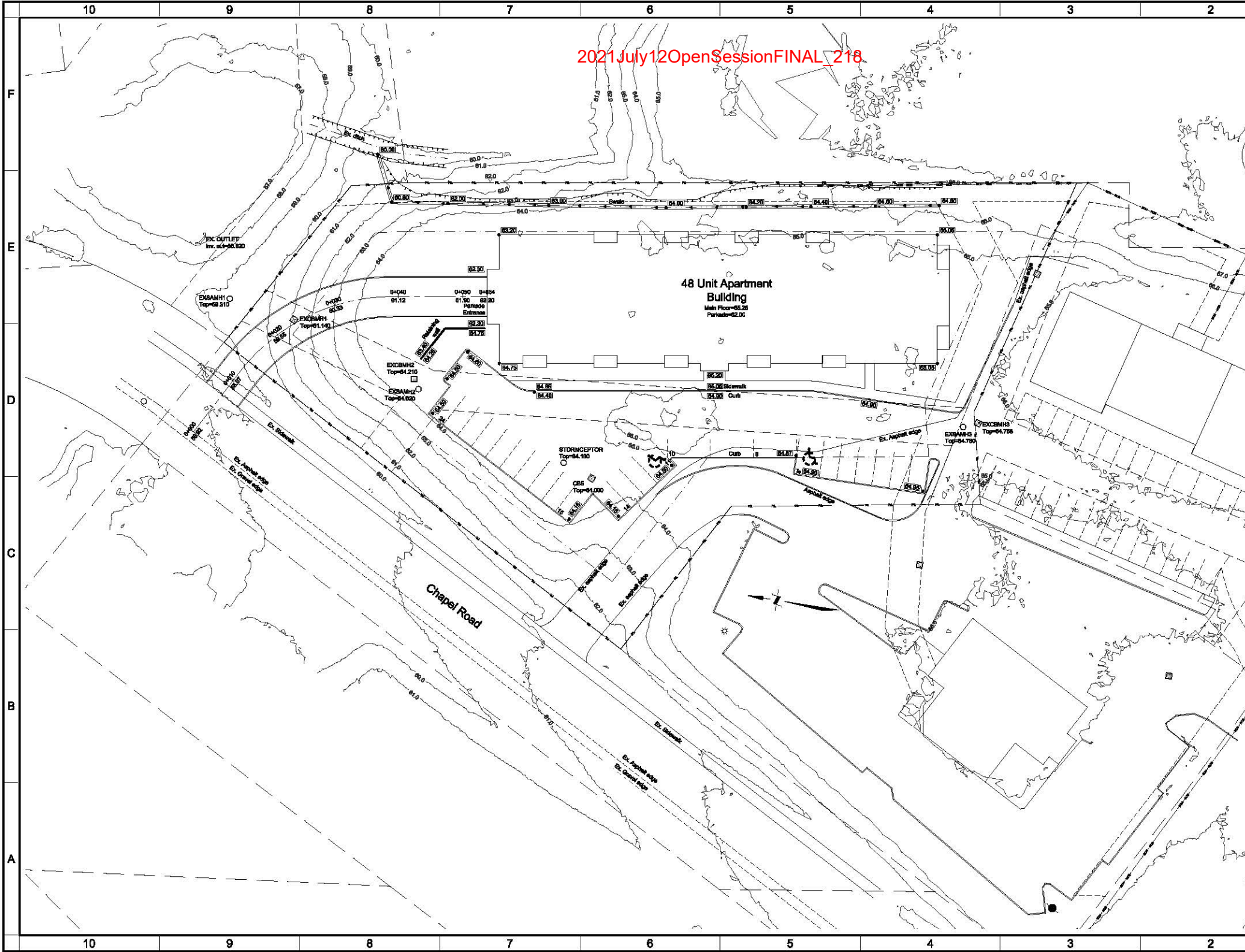
**Client:**  
 Luke Moffett

**Project:**  
 Apartment Building  
 Chapel Road, Roberval, NB

**Title:**  
 Grading Plan

**Sheet C3 of 6**

Issue:	Rev #
Issued for Review	1
Date of: 2021-04-06	



2021 July 12 Open Session FINAL\_219

**DON-MORE**  
SURVEYS &  
ENGINEERING LTD.



**Notes:**  
 1. All work to be performed in accordance with the Town of Rothesay General Bylaws/Ordinances, Land Use Bylaws.  
 2. All activities are permitted based on Service Meter Interlock Action Control allowing meter to be closed.  
 3. The approximate location of Service Infrastructure is shown on the plans based on the best available information of the firm. However, the contractor accepts no responsibility for the accuracy or completeness of this information.  
 4. Contractor to confirm horizontal location and vertical elevation of all existing services prior to commencing work. Contractor to immediately report any discrepancies to the engineer.  
 5. It is the responsibility of the contractor to become familiar with and understand the location and extent of the work to be executed, the nature of the soil, surface water drainage, the general form of the surface of the ground, and generally of all matters which may be or may have influenced the construction of the project.  
 6. All required permits must be obtained in advance of construction.  
 7. All applicable City bylaws, Provincial and Federal statutes and regulations must be followed to.  
 8. Contractor may not substitute any materials unless approved by the engineer.  
 9. Contractor to notify the Town of Rothesay regarding construction schedule prior to commencing construction.  
 10. Contractor shall be responsible for traffic control and safety measures during the work.  
 11. The contractor shall check and verify all dimensions and utility locations and report all errors and omissions prior to commencing work.  
 12. All municipal infrastructure, such as utility, natural gas mains, and other infrastructure located below the top of the curb or the level of surrounding ground.  
 13. Contractor to ensure proper siting and authorization of all structures and use of materials in accordance with applicable regulations.  
 14. All required permits must be obtained in advance of construction.

**LEGEND:**

SILT FENCE	---
CHECK DIM	---
HORIZONTAL	---
CLAY PIT	---
SMILE / DITCH	---
RUMBLE STRIP	---

**Revision:**

No.	Date	Issued for Review	Description
1	2021-04-06	Issued for Review	

Dwg: 1818EESP4  
 Designed by: A. Toole  
 Drawn by: A. Toole  
 Checked by: A. Toole  
 Scale: Horizontal 1:500 Vertical N/A  
 Date: April 6, 2021  
 If this bar is not 25mm long, adjust your plotting scale

**Client:**  
Luke Moffett

**Project:**  
Apartment Building  
Chapel Road, Rothesay, NB

**Title:**  
Erosion and Sedimentation Control Plan

**Sheet C6 of 6**

ISSUE:	Rev #
Issued for Review	1
Date of: 2021-04-06	

