



**To:** Chair and Members of Rothesay Planning Advisory Committee  
**From:** Brian L. White, MCIP, RPP  
Director of Planning and Development Services  
**Date:** Wednesday, November 30, 2022  
**Subject:** Rezoning 50 Hampton Road – Apartment Building

<b>Applicant:</b>	Andrew McKay	<b>Property Owner:</b>	Glynn Johnston
<b>Mailing Address:</b>	308 Model Farm Road Quispamsis, NB E2G 1L8	<b>Mailing Address:</b>	50 Hampton Road Rothesay, NB E2E 5L2
<b>Property Location:</b>	50 Hampton Road	<b>PID:</b>	00255984
<b>Plan Designation:</b>	High Density Residential	<b>Zone:</b>	RIA – Single Family
<b>Application For:</b>	Rezoning (1 apartment building – 27 units)		
<b>Input from Other Sources:</b>			

#### **RECOMMENDATION**

PAC HEREBY removes from the TABLE the rezoning application for 50 Hampton Road.

#### **ORIGIN**

At the November 7<sup>th</sup>, 2022 meeting PAC TABLED the rezoning application from Mr. Andrew McKay to develop a three story 27-unit apartment building at 50 Hampton Road pending the receipt of a supplemental staff report to address a potential amendments to the draft development agreement, to ensure the project is completed in a timely manner.

#### **BACKGROUND:**

As noted, Staff were requested by PAC to review and develop an amendment to the development agreement, to ensure the construction of the apartment building would be completed in a timely manner. Staff reviewed several options and have engaged the Town's solicitor to review the development agreement and determine what appropriate measures might be recommended to address the concern.

Staff also discussed the concern with the developer and agreed to amendments that would require the development to begin construction within 3 years and to be completed within 24 months from commencement of construction. This changes the agreement significantly in that previous agreements give developers 5 years to begin construction of their projects with no fixed date for FINAL COMPLETION<sup>1</sup> of those projects.

Staff have attached the revised DRAFT development agreement and note the following revisions to clauses 40 and 41 of the agreement.

#### **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

<sup>1</sup> Final Completion meaning verified by the development officer, that construction of the project is finally complete and is ready for building occupancy.

specific proposal has not commenced construction on or before **INSERT DATE** being a date 3 years (36 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. The Developer agrees that once construction has commenced, to continue through to completion as continuously and expeditiously as deemed reasonable of all building construction, siteworks, landscaping, paving, curbing, and stormwater management infrastructure to achieve Final Completion within 24 months.

Staff also note that previous development agreements allow the developer to occupy a building by posting a Bond even though sitework, such as landscaping, and stormwater management infrastructure is not finished. Staff propose that this clause be eliminated thereby reinforcing the deadline for Final Completion within 24 months once construction has commenced. The attached Draft Agreement strikes out Section 44 as follows:

- ~~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 and 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.~~

Staff note the changes from the previous draft agreement (November 2022 PAC) to the draft development agreement attached as follows:

- A. Project must start within 36 months;
- B. Once started the project must be completed within 24 months; and
- C. No occupancy will be permitted unless the project is complete.

Relief from these conditions can not be afforded by the development officer and would require Council intervention.

**RECOMMENDATIONS:**

Staff recommend the Planning Advisory Committee consider the following MOTION(s):

- A. PAC HEREBY recommends that Council enact BY-LAW 2-10-33 to rezone land located at 50 Hampton Road (PID 00255984) to the Multi- Unit Residential Zone [R4] for a multi-unit apartment building, subject to the execution of a Development Agreement.
  
- B. PAC HEREBY recommends that Council authorize the Mayor and Clerk to enter into an agreement, to allow for the development a multi-unit apartment building on land located at 50 Hampton Road (PID 00255984).



Report Prepared by: Brian L. White, MCIP, RPP

Date: Wednesday, November 30, 2022

**ATTACHMENTS**

ATTACHMENT A

Draft By-Law

ATTACHMENT B

Draft Development Agreement



**BY-LAW 2-10-33**  
**A BY-LAW TO AMEND THE ZONING BY-LAW**  
**(No.2-10 Rothesay)**

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

That Schedule A, entitled "Zoning" as attached to By-Law 2-10 "ROTHESAY ZONING BY-LAW" is hereby amended, as identified on the attached sketch, identified as Attachment "2-10-33".

The purpose of the amendment is to rezone land off Hampton Road from Single Family Residential – Large Serviced Zone [R1a] to the Multi-Unit Residential Zone [R4] subject to the execution of a Development Agreement to allow a multi-unit apartment building on (PID 00255984) in accordance with the Community Planning Act, supra.

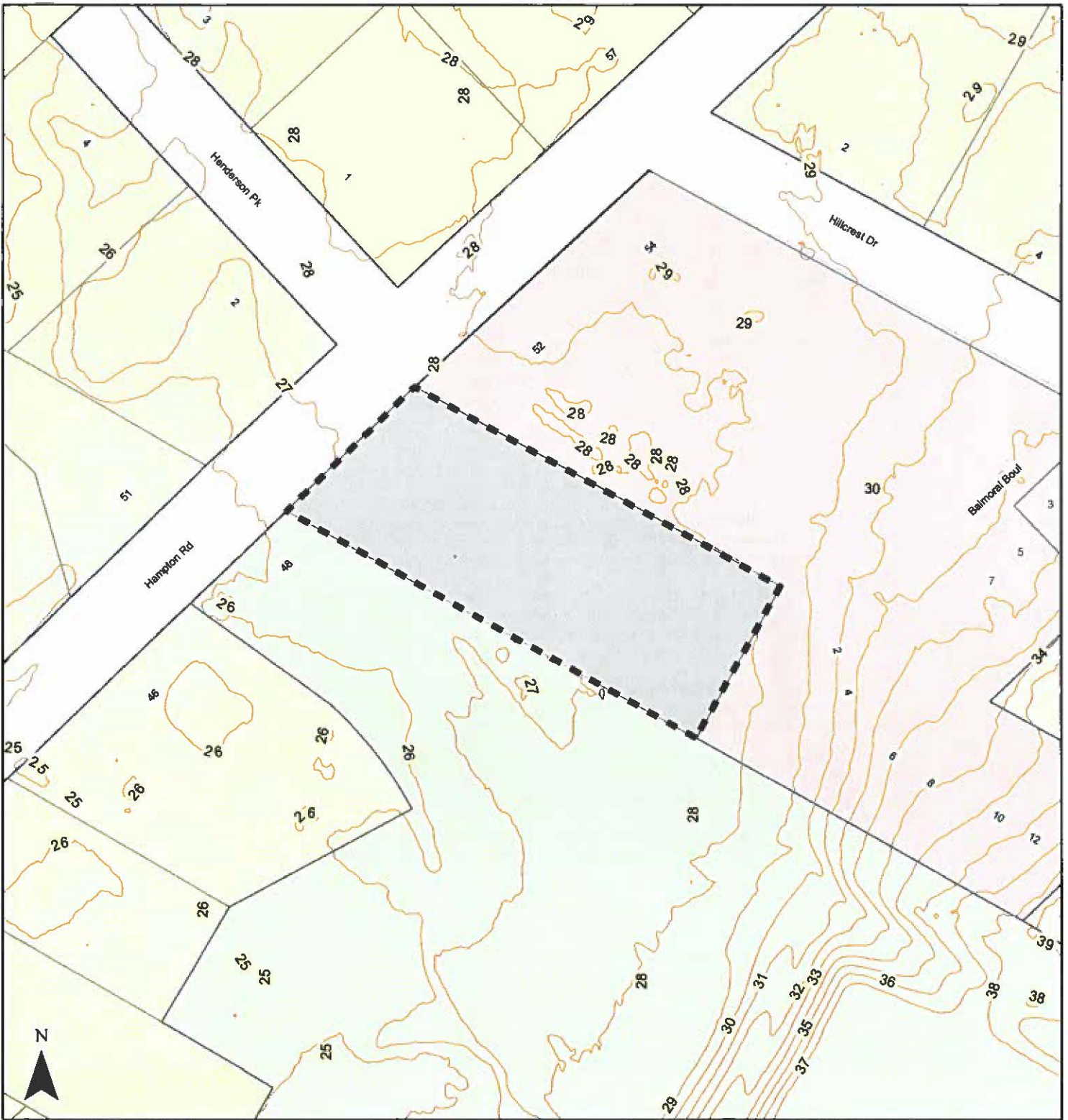
FIRST READING BY TITLE :  
SECOND READING BY TITLE :  
READ IN ENTIRETY :  
THIRD READING BY TITLE  
AND ENACTED :

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

Attachment - Bylaw 2-10-33

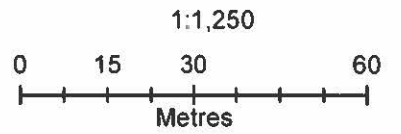
PID 00255984



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**Zoning**

- INSma
- R1A
- R4
- Property Boundary



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

# Rothesay

## DEVELOPMENT AGREEMENT

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

Parcel Identifier of Parcel Burdened by Agreement: 00255984

Owner of Land Parcels: **Andrew McKay**  
308 Model Farm Road  
Quispamsis, New Brunswick  
E2G 1L8 (Hereinafter called the "Developer")

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

a body corporate under and by virtue of the Local Governance Act, RSNB 2017, Chapter 18, located in the County of Kings and Province of New Brunswick

**WHEREAS** the Developer is the registered owner of certain lands located at 50 Hampton Road (PID 00255984) 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 twenty-seven (27) unit Multi-Unit Residential building with underground parking on the Lands as described in Schedules B through D. (herein after called the "Project")

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

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

1. The Developer agrees that the number of residential units situated on the Lands shall not exceed twenty-seven (27) Multi-Unit Residential Units.

### Schedules

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

### Site Development

3. The Developer agrees that the total number of units shall not exceed twenty-two (22) excepting for the addition of 5 units as per density bonusing provisions requiring a total of 10 units to be designated either affordable or meeting the Universal Design Barrier Free as further described herein.
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.

5. The Developer agrees to improve, remove or demolish the existing building on the property in compliance with the Dilapidated Structures provisions of Rothesay Zoning By-law No. 02-10 as amended from time to time.

#### **Affordable Housing Units**

6. The Developer agrees to maintain for a period of twenty (20) years, adjusted by the Consumer Price Index based upon initial occupancy at the first day of building occupancy, no fewer than three (3) affordable rental housing units. The affordable housing units are to be 2 (two) bedroom units constructed with similar finishes for flooring, trim, bathrooms, paint and kitchen cabinets as the market rate housing units, with a Base Monthly Rental Rate at or below 30% of \$69,000 being the Median total income of one-parent economic families for 2020 in Rothesay as stated by Statistic Canada.
7. The Developer further agrees that once the base rents for the Affordable Housing Units are established in the first year of occupancy, they shall only be raised by a maximum of the Consumer Price Index (CPI), annual average not seasonally adjusted for Saint John, N.B.
8. The Developer agrees to provide to Rothesay an annual audit or legal affidavit signed by a licensed member in good standing of the Chartered Professional Accountants of New Brunswick that provides reasonable assurance that the rents of the affordable units comply with this agreement
9. The Developer agrees to bear all costs associated with the annual audit or legal affidavit referenced in the preceding paragraph (8) above and to fully cooperate with Rothesay relating to such audit monitoring and evaluation
10. The Developer agrees that during the full Term of this Agreement, that any failure by the Developer to maintain the affordability provisions as set out in the preceding paragraphs above (6 to 9) or any other violation of any material term of the affordability principles shall constitute a default under this Agreement.
11. The Developer agrees that upon any such default, Rothesay may demand, and the Developer agrees to pay to Rothesay an amount equal to twice the difference of the actual rent received and the maximum amount of rent permitted under clause 7. The Developer agrees to pay interest on any balance in arrears at the rate of 1.25% percent per month compounded monthly.
12. Rothesay and the Developer agree to defer monitoring of the affordable housing aspects of this Agreement should the development become subject to or be monitored under a Federal or Provincial recognized affordable housing program that provides governance, regulation, and monitoring. For clarity, this includes CMHC financing that supports affordable housing. Where no such program is in effect, this agreement shall prevail.
13. Rothesay and the Developer agree that nothing contained in this agreement shall make or be construed to make any tenant or resident of the Project the responsibility of Rothesay.

#### **Universal Design Barrier-Free Units**

14. The Developer agrees to construct seven (7) Universal Design Barrier Free units utilizing Universal Design principles to achieve an accessible barrier-free standard to the satisfaction of the Development Officer in consultation with the Town's Building Inspector.
15. The Developer agrees that the building occupancy permit shall not be granted by Rothesay until the requirements set out in the preceding

paragraph above (14) are substantially completed and approved by Rothesay.

#### **Architectural Guidelines**

16. 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.

#### **Sidewalk Street Crossing – Cost Contribution**

17. The Developer agrees to pay to Rothesay upon receipt of an invoice an amount not exceeding twenty percent (20%) to a maximum amount not exceeding \$10,000.00 of the actual cost incurred and expended by Rothesay for pedestrian crosswalk signalization at the intersection of Hampton Road and the entrance to Arthur Miller Fields including the poles, controllers, accessories, electrical equipment, paint and appurtenances necessary for the installation and operation of overhead mounted pedestrian crossover signs.

#### **Storm Water**

18. 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.
19. 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.
20. 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.
21. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

#### **Water Supply**

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 twenty-seven (27) 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, more than 1.2 meters in height and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

#### **Indemnification**

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 (\$2,000,000.00) including a project wrap-up liability policy (with no less than 24 months coverage after project completion). The aforesaid certificate must provide that the coverage shall stay in force and not be amended, canceled, or allowed to lapse within thirty (30) days prior to notice in writing being given to the Town. The aforesaid insurance coverage must remain in full force and effect during the period available to the Developer pursuant to this agreement to complete the work set out as described in this Agreement.

#### **Notice**

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 Mr. Andrew McKay, 308 MODEL FARM ROAD, QUISPAMIS, NEW BRUNSWICK, E2G 1L8 and to the Town if delivered personally or by prepaid mail addressed to ROTHESAY, 70 HAMPTON ROAD, ROTHESAY, NEW BRUNSWICK, E2E 5L5. In the event of notice by prepaid mail, the notice will be deemed to have been received four (4) days following its posting.

#### **By-laws**

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 commenced construction on or before INSERT DATE being a date 3 years (36 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. The Developer agrees, that once construction has commenced, to continue through to completion as continuously and expeditiously as deemed reasonable of all building construction, siteworks, landscaping, paving, curbing, and stormwater management infrastructure to achieve **Final Completion** within 24 months.
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 and 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 \_\_\_\_\_, 2022.

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Andrew McKay

Witness:

\_\_\_\_\_  
Rothesay

\_\_\_\_\_

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

\_\_\_\_\_

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

**SCHEDULE A**

**PID: 00255984**



PROPOSED 27 UNIT APARTMENT  
50 HAMPTON ROAD, ROTHESAY N.B.



OCT. 2022

226'-7"



PARKADE -----

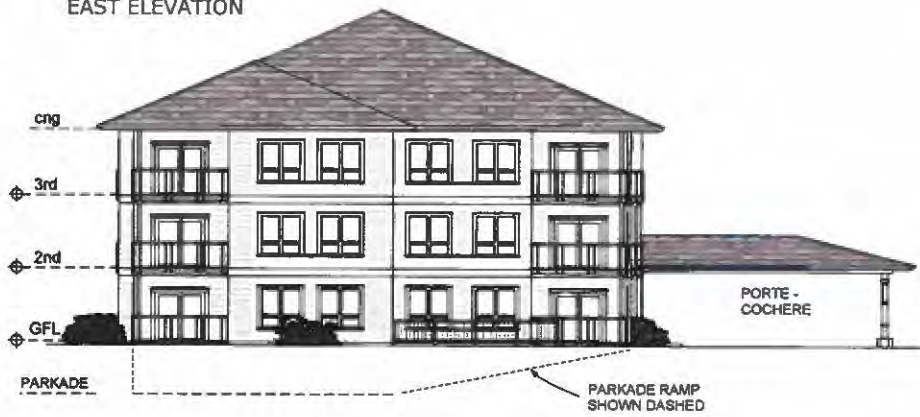


PROPOSED 27 UNIT APARTMENT  
50 HAMPTON ROAD, ROTHESAY N.B.



OCT. 2022

EAST ELEVATION



WEST ELEVATION  
Faces Hampton Road

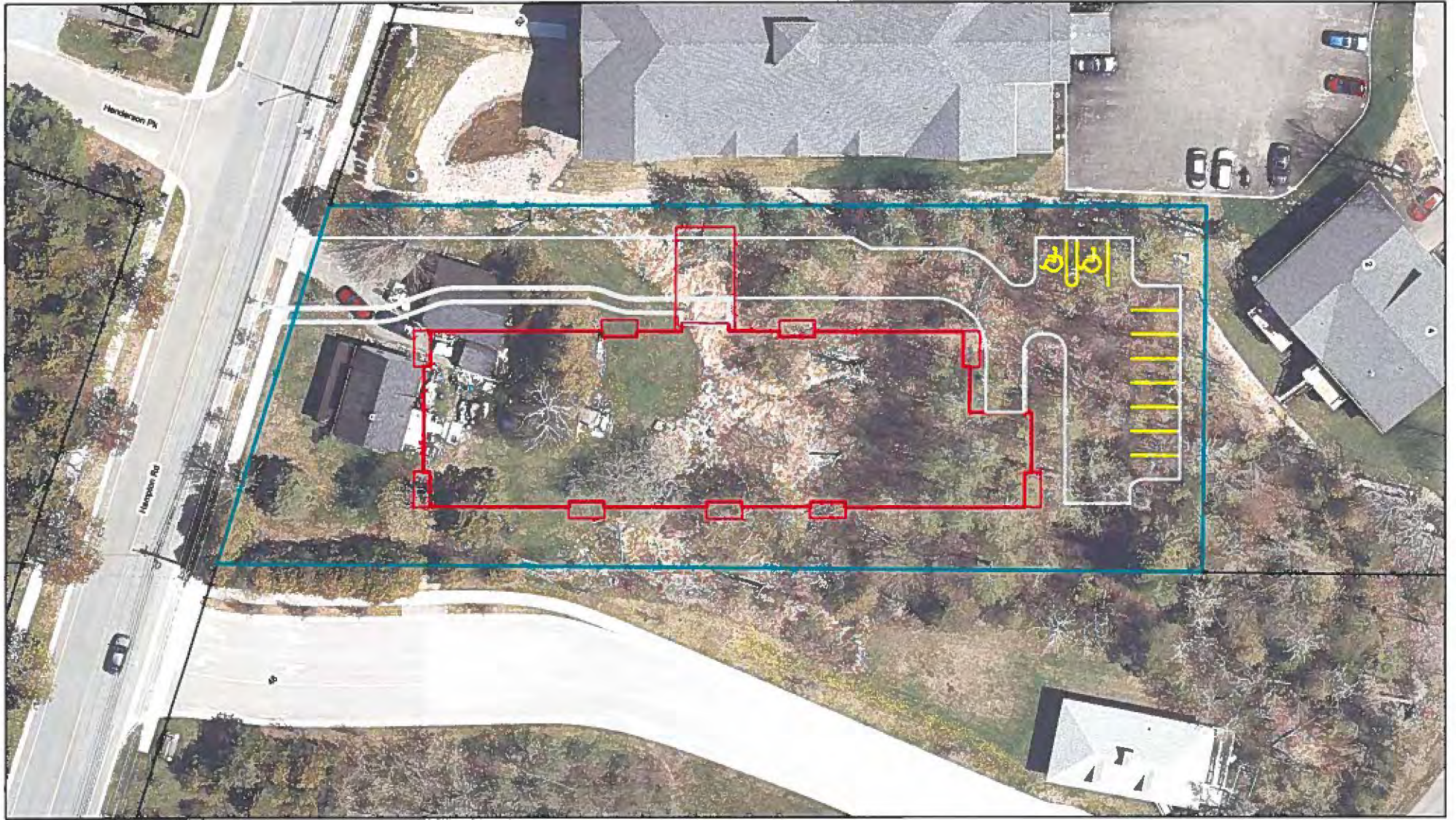


PROPOSED 27 UNIT APARTMENT  
50 HAMPTON ROAD, ROTHESAY N.B.

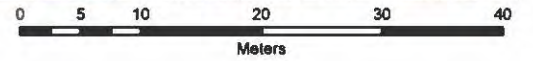


OCT. 2022

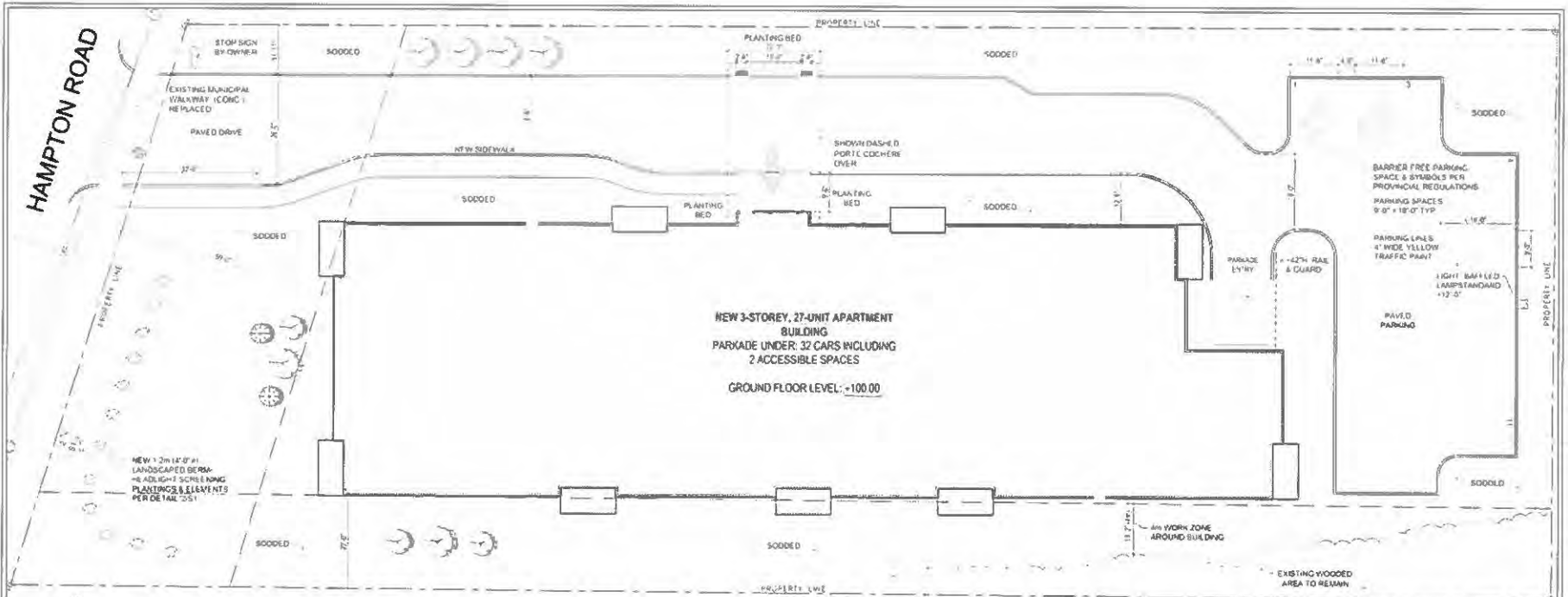




50 Hampton Rd



HAMPTON ROAD



1 SITE PLAN  
S1 SCALE: 1/4" = 1'-0"

NOTE: SITE PLAN INFORMATION BASED ON DON MORE SURVEYS & ENGINEERING LTD. DRAWING: 22350BASE TOPETER DATED: 2027-10-25

PLANTING BEDS	
1	TREES
2	DRYAN ALBERTA SPRUCE
3	SERVICE BERRY
4	SHRUBS
5	RUGOSA ROSE
6	WHITE FLOODES
7	ADLER
GROUND COVER	
8	DRIPPING CORDON ROSETTE
9	SHRUB IN SQUARE

10 (STANDING TREE) = AREA OF 1.00M<sup>2</sup> (10M<sup>2</sup> CRAB, NORWAY MAPLE, BLUE SPRUCE, DRYAN ALBERTA SPRUCE)

PLANTING SYMBOLS	
	DECIDUOUS TREE
	EVERGREEN TREE
	GROUND COVER
	SHRUB



2 SECTION DETAIL - PLANTING BERM  
S1 SCALE: 1" = 1'-0"

DATE	2027-10-25
PROJECT	NEW 27-UNIT APARTMENT BUILDING
CLIENT	50 HAMPTON ROAD ROTHE, SKY NB
DESIGNER	DOLEAU MACKENZIE ARCHITECTURE
SCALE	1/4" = 1'-0"
DATE	2027-10-25
PROJECT	NEW 27-UNIT APARTMENT BUILDING
CLIENT	50 HAMPTON ROAD ROTHE, SKY NB
DESIGNER	DOLEAU MACKENZIE ARCHITECTURE
SCALE	1/4" = 1'-0"
DATE	2027-10-25

506.433.4427 (Sussex)  
506.652.1522 (Saint John)  
[info@dmse.ca](mailto:info@dmse.ca)  
[www.dmse.ca](http://www.dmse.ca)



November 30, 2022

Brian White  
Town of Rothesay,  
70 Hampton Road,  
Rothesay, NB E2E 5Y2

VIA E-Mail: [BrianWhite@rothesay.ca](mailto:BrianWhite@rothesay.ca)

## **Re: 22352ESP1 - 50 Hampton Road - PID 00255984**

This property is currently a single family home adjacent to the entrance to the Arthur Miller Fields on the south, and a condominium development on the north.

The applicant would like to rezone the property to allow the creation of a new 27 unit building complete with underground parking. The construction standards and finishes of the new building would be very similar to those of the existing condominium building.

The development would be accessed by a private driveway from Hampton Road.

The new building would be serviced with municipal sanitary and water. A detailed analysis of the existing sanitary and water systems has not been undertaken at this point, but this development would access the new infrastructure installed by the developer as part of the upgrades to allow the two 24 unit buildings adjacent to this development.

The new site would be designed to perform stormwater management to limit peak flows to pre development levels. Water draining from the parking areas would be directed to a hydrodynamic separator to provide treatment of water quality.

Storage of stormwater would be provided to offset peak flows to pre-development levels. There are a number of different options that would be assessed relative to on-site storage or detention of stormwater to reduce peak flows to pre development levels. The primary method that would be employed is to create parking lot ponds. This is done through enclosing the site in cast in place curbs, and directing surface runoff to a series of catch basins within the parking lot. Inside the catch basins, the outlet pipes are equipped with Inlet Control Devices (ICD's) which restrict the flow of water from the catch basin. These ICD's are sized to cause ponding of water on the parking area in intense rain events. Ponding is limited to safe depths so as not to cause injury or damage by grading spill over paths from one drainage area into another lower drainage area.

Following the design of the parking lot complete with parking lot ponds, we are likely to still require some attenuation of peak flows. There are two additional measures that would then be assessed. One option is a traditional stormwater management pond similar to what is next door in front of the condominium building. These are typically designed as a shallow swale or pond. These are designed as a dry pond such that in intense rain events water flows into the pond. The pond would be equipped with an outlet from the bottom of the pond but again the

outlet would be sized to reduce the peak flow of water from the pond. This results in the pond retaining water for short periods of time during the intense portions of heavy rain events. Typically these ponds are designed to a depth of about 1.2 meters, but an emergency spillway is provided such that peak depths within the pond can not exceed 900mm. Ponds are typically designed with gentle slopes into the pond to promote the growth of vegetation and allow a natural looking landscaped area.

The third option to be reviewed would be underground storage. This can take the form of preformed storage chambers or rock voids in areas of infill where shot rock has been used in place of fill.

As we proceed through detailed design these various measures would be reviewed and the most appropriate combination of options would be chosen for this site.

### **Closing**

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

Yours truly,

Don-More Surveys & Engineering Ltd.

*Andrew Toole*

Andrew Toole, NBLS, P.Eng.

Form 43

AFFIDAVIT OF EXECUTION

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

Subscribing Witness:

Address:

Persons Who Executed the Instrument:

Andrew McKay

Place of Execution:

Rothesay, New Brunswick

Date of Execution:

\_\_\_\_\_

I, the subscribing witness, make oath and say:

1. That I was personally present and saw the attached instrument duly executed by the party specified and that I am the subscribing witness;
2. That the person who executed the instrument is known to me or the person's identity has been proved to my satisfaction;
3. That the instrument was executed at the place and on the date specified above;
4. That at the time of execution of the instrument I was of the full age of sixteen years; and
5. That the person who executed the instrument is, in my belief, of the age of majority.

DECLARED to at town of Rothesay )  
 In the County of Kings and )  
 and Province of New Brunswick, )  
 on the \_\_\_\_\_ )  
 day of \_\_\_\_\_ 2022 )

BEFORE ME: )  
 )  
 )  
 \_\_\_\_\_ )

Commissioner of Oaths

\_\_\_\_\_  
Subscribing Witness

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: MARY JANE E. BANKS

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

Office Held by Deponent: Clerk

Corporation: Rothesay

Other Officer Who Executed the Instrument: NANCY E. GRANT

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

Office Held by Other Officer Who Executed the Instrument: Mayor

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: \_\_\_\_\_, 2022

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

- 1 That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
2 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;
3 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;
4 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;
5 That the instrument was executed at the place and on the date specified above;

DECLARED TO at town of
Rothesay, in the County of Kings, )
and Province of New Brunswick, )
This \_\_\_ day of \_\_\_\_\_, 2022 )

BEFORE ME: )

Commissioner of Oaths )

MARY JANE E. BANKS