



Planning Advisory Committee

January 2nd, 2024

To: Chair and Members of Rothesay Planning Advisory Committee

From: John Jarvie, MCIP, RPP
Town Manager

Date: Friday, December 29, 2023

Subject: Amendment to Development Agreement – Dobbin Street Lands

Applicant:	Rick Turner	Property Owner:	A.E. McKay Builders Ltd.; Andrew MacKay & Cathy MacKay
Mailing Address:	575 Crown Street, Saint John, NB; E2L 5E9	Mailing Address:	380 Model Farm RD Quispamsis NB; E2G 1L8
Property Location:	Dobbin Street	PID:	30354955; 30354963
Plan Designation:	High Density Residential	Zone:	R4 - Multi-Unit Residential
Application For:	An Amendment to a Development Agreement to Permit Increased Density on Two Parcels		
Input from Other Sources:	N/A		

Origin:

Application by Rick Turner of Hughes Surveys on behalf of Andrew MacKay to increase the number of residential units allowed on each of two lots by the application of bonus consideration for affordable housing and a review of applicable aspects of the zoning by-law.

Background:

The property is designated **High Density Residential** and zoned **Multi-Unit Residential (R4)** and is subject to a development agreement executed in 2015. The original developer was Mr. Pat Shea on behalf of J.P.J Enterprises Ltd. who reached an agreement with the Town to rezone a nine (9) acre parcel of land on Dobbin Street (PID# 00242875) from Single Family Residential (R1B) to Multi-Unit Residential (R4) (See Map 1). The agreement required the development of a new public road connecting Dobbin Street to Salmon Crescent and land for public purposes in order to develop a mixed density residential neighbourhood. The site has been serviced with both sewer and water and has direct access to Dobbin Street and Salmon Crescent. The proposal included the following:

- Ninety-six (96) apartments in three 24 unit apartment buildings and two 12 unit apartment buildings;
- Sixteen (16) Single Family Townhouse Units;
- approximately 300 meters of new public road and sidewalk connecting Dobbin Street to Salmon Crescent; and
- 4723 square meters of Land for Public Purposes.

In November of 2022 J.P.J Enterprises Ltd. transferred the lands to A. E. McKay Builders Ltd.. Since the development agreement runs with the lands the obligations and rights contained in the original agreement are now the rights and responsibility of A.E. MacKay. Lot 3 is currently owned by A. E. McKay Builders Ltd. and Lot 2 by Andrew and Cathy MacKay. A 24 unit apartment building is under construction on Lot 1.

A.E. MacKay proposes to increase the number of units permitted on Lot 2 (PID 30354955) from 48 units in three buildings to 56 units in a single building and on Lot 3 (PID 30354963) from a 24 unit building to a 29 unit apartment building.

Analysis:

The proposed amendment reflects the current strong interest in the development of multi-family development in comparison with the period when the original development agreement was developed (2013-15). The proponents are making the case that the building on Lot 2, 56 units should be considered 'high density' project under the new municipal plan. This would enable a higher density of one unit per 100 square meters.

The proposal before PAC comes when several decisions have been made including the location and construction of the road and sidewalk, the location of lands for public purposes and the sizes of the lots, considerably more information than at the time of the original application and agreement. The proposed change to Lot 3 to increase to 29 units is within the parameters of the zoning by-law. The proposed change to Lot 2 is more problematic but considering the developer is willing to add 17% to the unit count already approved (48) in the original agreement to create 8 affordable apartments, the change seems consistent with the intent of the municipal plan and the current urgent need for more affordable housing.

Lot 3 meets the maximum density requirement of the zoning by-law without bonuses but nevertheless requires an amendment to the development agreement.

Staff conducted a review of the applicant’s concept plan based upon the R4 zone requirements and established the following:

Lot Size	<p>Lot 2 (PID 30354955) is 9400m² (2.32 acres) (A boundary adjustment is to be made with Lot 1. The current R4 zone requires 200 m² per unit so the maximum number of units would be 48. With a bonus for affordable housing at maximum of 20% the maximum number of units increases to 57. However the original agreement was for 48 units on the lots now composing Lot 2. The addition of 8 affordable units to 56 would be an increase of 17%.</p> <p>Lot 3 (PID 30354963) is 5863 m² (1.45 acres). The R4 zone requires 200m² of lot area per apartment unit. At that density 29 units meets the existing zoning by-law requirements.</p>
Setbacks	<p>The proposed apartment and townhouse buildings are shown on the attached site plan. Notwithstanding that the plan is very preliminary with respect to the townhouses; the buildings appear to comply with the applicable 7.5 meter minimum yard setback standards for the front, rear and major side yard as well as the 5 meter minimum minor side yard setback.</p>
Parking	<p>The R4 zone requires 1.3 parking spaces per 2 bedroom apartment unit (reduced requirements for single and bachelor units and increased to 1.5 for 3 bedrooms). To accommodate the 56 units on Lot 2 the proposed concept plan shows the required 76 parking spaces. The number of space shown on Lot 3 just meets the by-law requirements assuming all two bedroom units. The greatest challenge for the property is to manage the quantity and quality of runoff created from the parking required for the project. This is benefitted by the inclusion of underground parking in the development of Lot 2.</p>
Building(s)	<p>The Municipal Plan policy allows Council to consider roof type and pitch when considering a rezoning to R4; In terms of lot coverage the maximum permitted building lot coverage of 35% has the potential to permit building footprints to cover up to 3.18 acres of the 9 acre property. All buildings would be required to comply with the R4 zone maximum building height of 15m.</p>
Area Compatibility	<p>The neighbourhoods of Dobbin Street and Salmon Crescent are characterized as primarily residential with a mix of residential density ranging from low density single family dwellings to medium and higher density multi-unit apartment buildings. The existing residential mix and the proposed residential density complies with the intent of the Municipal Plan designation for the area.</p>
Density	<p>The R4 zone allows development of apartments and attached housing at the highest density permitted by the Rothesay Municipal Plan, which is 20 units per acre or 50 units per hectare. The property had a potential maximum residential density between 154 - 184 units depending on the amount of land set aside for public road. The applicant’s preliminary conceptual plan was originally for a total density of 140 units including apartment and townhouse units. With the revisions requested the total density of the area covered by the agreement would be 125 units.</p>
Storm Water	<p>Director of Operations has indicated that a final storm water management design has been completed.. All R4 developments are required to have storm water management infrastructure and drainage designed according to the guidelines in Section 5.9 and Schedule “D” – Storm water Standards of the zoning by-law. The applicant’s responsibility for storm water requires the following be addressed prior to the issuance of a development permit:</p> <ul style="list-style-type: none"> • Storm water treatment to trap suspended solids • Storm water treatment to control hydrocarbon discharge • Storm water discharge controls to match pre-development flows for all storm events (1 year to 100 year)
Landscaping	<p>Although no landscaping details are provided, the zoning by-law requires that front yards shall be maintained with a minimum area of 60% in turf or other landscaping material such as trees, planting beds, hedges and walkways. Furthermore, that parking areas shall be screened from abutting lower density residential zones.</p>

In summary Staff have reviewed the applicant’s proposal and consider that the proposed project would generally meet the requirements of the R4 zone in the context of the original development agreement. Staff considers that the application to amend the agreement generally complies with the intent of the Town’s High Density designation and it’s density provisions as specified in Policy R-1 – Affordable Housing in the Rothesay Municipal Plan.

Development Agreement:

The proposed amendment to the development agreement will include a change to the number of units permitted on Lots 2 and 3, a revised site plan to recognize the change in unit numbers and in the location of the storm detention pond for the development and the addition of affordable housing obligations.

The following are prepared in final draft stage

- A. a legal subdivision plan;
- B. engineering drawings for utilities including road and sidewalk development, and
- C. a storm water management plan.

The developer has agreed to contribute to the cost of off-site sidewalks and the extension of the water main.

Recommendation:

It is suggested the Planning Advisory Committee recommend that:

- a. Rothesay Council schedule a public hearing to consider amending the development agreement of the Dobbin Street property particularly with respect to Lot 2 (PID 30354955) and Lot 3 (PID 30354963); and
- b. Council consider amending the development agreement registered as document 34727207 to increase the total unit count by 13.

Attachments:

Application	Letter and Graphics
Map 1	Aerial Photo Location Map
Map 2	Land Use Designation Map
Map 3	Zoning Map
Attachment:	Redlined Agreement

Report Prepared by: John Jarvie, MCIP RPP

Date: Friday, December 29, 2023



Map 1 - Aerial Location Map



Future Land Use

- Commercial
- High Density
- Light Industrial
- Low Density
- Medium Density
- Park & Conservation



Map 2 - Future Land Use Map

0 15 30 60 90 120
Metres

Zoning

- Light Industrial
- R1B - Single Family
- R2 - Two Family
- R3 - Medium Density
- R4 - High Density
- Recreation



Map 3 - Zoning Map





Rothesay

70 Hampton Road, Rothesay, NB, E2E 5L5 (506) 848-6600 Fax (506) 848-6677

E-mail: rothesay@rothesay.ca

Web site: www.rothesay.ca

Planning Advisory Committee Application Form

Application Number: _____	Approval Date: _____	Fee: _____
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Contact Information:

Applicant: A. E. McKay Builders Ltd
Mail. Address: 80 Model Farm Road, Quispamsis NB
Postal Code: E2G 1L8
Home Phone: _____
Work Phone: 506-849-9532
Cell Phone: 506-644-8104
Fax Number: _____
Email: aemckaybuilders@gmail.com

Owner: A. E. McKay Builders and Andrew and Cathy McKay
Mail. Address: 380 Model Farm Road, Quispamsis NB
Postal Code: E2G 1L8
Home Phone: _____
Work Phone: 506-849-9532
Cell Phone: 506-644-8104
Fax Number: _____
Email: aemckaybuilders@gmail.com

Development Information:

Property Location: Dobbin Street **Property Identification No. (PID):** 30354955 & 30354963

Proposal Description: (Please refer to the Development Guide specific to your application)

Proposal is to amend the Development Agreement dated March 24, 2015 to add clauses to permit bonus density...

SEE ATTACHED DETAILS OF PROPOSAL

Attach additional sheet(s) if necessary

Additional Plans:

- Dimensioned Site Plan** Must show all existing and proposed lines, the location and nature of any easements, rights-of-way, etc, all existing and proposed building and extensions thereto (including accessory buildings), and the required building setbacks from the property lines
- Building Floor Plan and Elevations** Applications involving buildings must include dimensioned floor plans and building elevations (heights) for all sides of the building
- Other Plans** Additional plans and information, as deemed necessary by the Development Officer, may be required in order to verify a proposal's conformity to the Municipal Plan and Zoning by-Law

All records in the custody and control of the town of Rothesay are subject to the provisions of the *Right to Information and Protection of Privacy Act*, SNB 2009, c R-10.6. The collection of personal information on this form is for the purpose of issuing, renewing and/or administering a PAC Application.

Collection is authorized in accordance with Town By-Laws and/or Legislation and may be subject to disclosure under the provisions of the *Right to Information and Protection of Privacy Act, supra*. Any questions regarding the collection of this information can be directed to the Rothesay Town Clerk, 70 Hampton Road, Rothesay, NB E2E 5L5 (506-848-6664)

Applicant's Signature _____ Owner's Signature _____ Date Dec 7, 2023

Property Information:

Plan Designation: _____ **Zoning:** _____

Application For: (For Internal use only)

- Municipal Plan Amendment (\$1200)
- Zoning By-law Amendment (\$1500)
- Dvript Agrmt Amendment (\$800)

- Use (\$250)
- Variance(s) (\$250)
- Subdivision (as per Subdivision By-law)
- Pit and Quarry (\$1000)
- Other

Notes: _____

Development Officer's Signature _____ **Date** _____



HUGHES SURVEYS & CONSULTANTS INC.

NB LAND SURVEYORS, CONSULTING ENGINEERS

Description of Proposal Dobbin Street Development by A. E. McKay Builders Ltd.

Introduction

This is to introduce the Dobbin Street development by A. E. McKay Builders Ltd., an infill development presently entering the building stage of development. The installation of services is well advanced, and completion of the road and surface infrastructure should be completed in 2024. A 24-unit apartment building is presently under construction. The developer is considering options for future multi-unit buildings on the site.

Purpose of this Submission

The proposal is to amend the Development Agreement dated March 24, 2015 to add clauses to permit **Bonus Density** in accordance with CMHC, NB Housing and the Town of Rothesay policies. Realizing there is a demand for modest, affordable housing the developer respectfully requests amendment to the 2015 Development Agreement in recognition of the present housing crisis and the developers interest in responding to it..

The 2015 agreement was put in place prior to the present housing demand escalation. The amendments sought will update the agreement by providing maximum bonus density. This is in keeping with the changes to Provincial or Federal regulations, laws or policies, in partnership with municipalities, to respond to housing demand.

Lot 2 was intended to contain 3 buildings with a total of 48 units. With bonus density the approval sought is to increase the number of units from 48 to 56, an increase of 20% more units to be developed under a CMHC program. An increased bonus density on Lot 3 is also requested. Detailed plans for Lot 3 are in the process of being drawn up taking into consideration the inclusion of affordable units to maximize density. The intension will be to utilize the CMHC program for development of Lot 2 as well to achieve the maximum number of units allowable.

Reasons that Justify the Request

As our population continues to age apartments in all categories become more attractive as our senior population looks to downsize. Recent high-density residential developments have contributed significantly to the diversity in housing in the Town and A. E. McKay Builders look forward to continuing to serve the industry and Town.

The proximity of the project to Rothesay's commercial areas helps reduce sprawl and is in a highly walkable neighbourhood. Recent upgrades to traffic controls at the Clark Road will allow for a steady controlled flow of traffic. Servicing is in place to accommodate the development and storm water control infrastructure is already constructed.

The increase in demand for these units may be explained by several reasons, including a growing ageing population, changing market demands and affordability. The bonus units will promote social inclusion and interaction with neighbours. The demand for affordable units is challenged due to ever increasing costs to develop streets, services and home construction therefore incentives like bonus density assist in making a project viable.

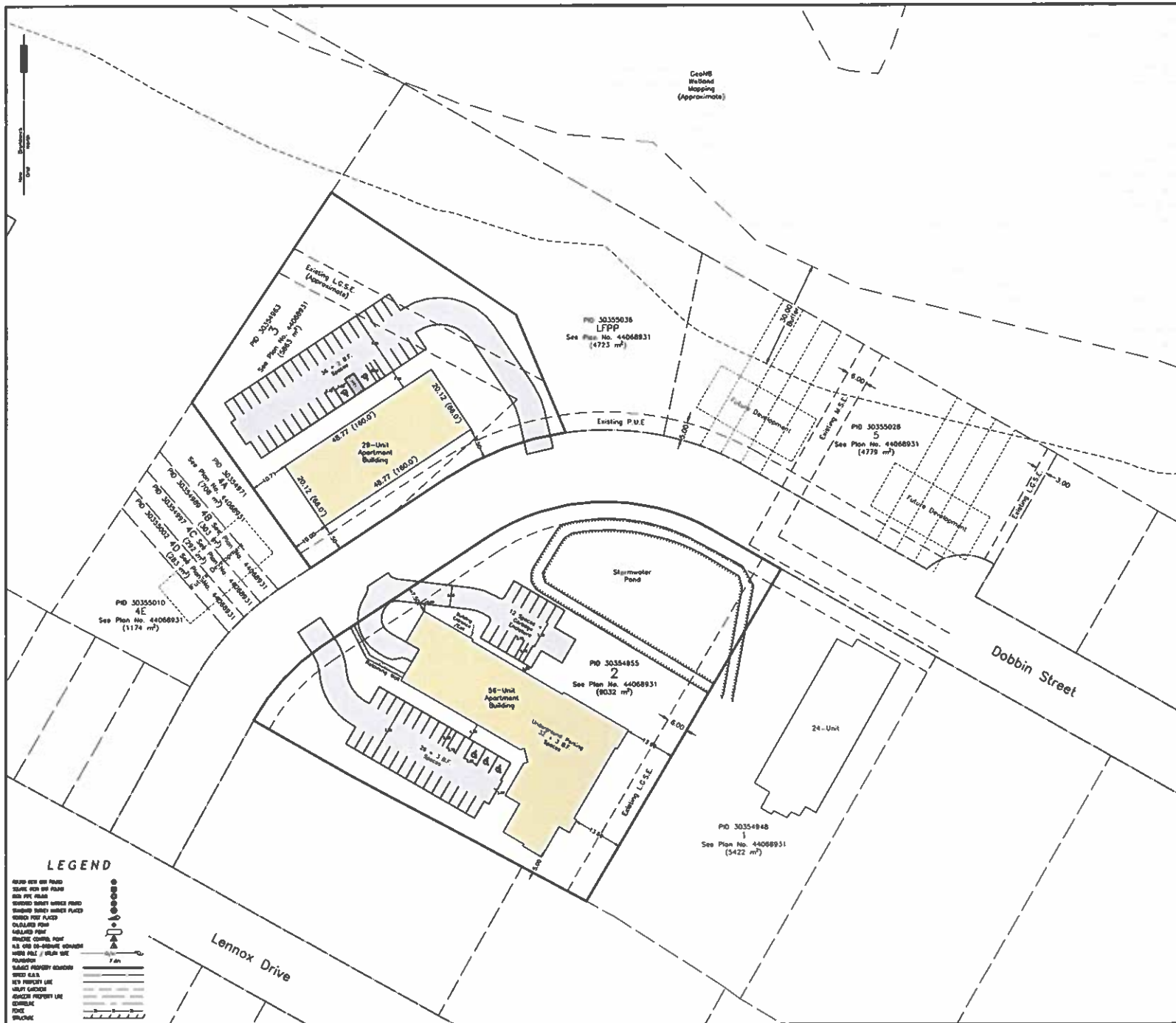
In keeping with Town Policy R-1 regarding Affordable Housing, the developer has approval from CMHC and is having financing approved. The next step is to move forward with the 56-unit building on Lot 2 early in 2024 subject to the 2015 Development Agreement being amended and approved. This will be followed by development of Lot 2 under the same CMHC program.

Respectfully submitted.

HUGHES SURVEYS & CONSULTANTS INC.

A handwritten signature in black ink, appearing to read "Richard Turner", written in a cursive style.

Richard (Rick) Turner



CesMB
Wetland
Mapping
(Approximate)



Area of
Survey

Key Plan

Scale ----

NOTES

1. Directions are New Brunswick Grid azimuths derived from tabulated N.B. coordinate survey monuments.
2. All distances are in metres and are grid distances, calculated using a combined scale factor and using grid model HT2_0, to convert to imperial equivalents divide by 0.3048.
3. Area of survey outlined thus [Symbol], peripheral information compiled from various sources.
4. All document and plan references refer to the Registry Office for Kings County of the Land Titles District of New Brunswick.
5. Field survey completed on ----.
6. All computations performed and coordinates shown on this plan are based on New Brunswick Stereographic Double Projection and the NAD83(CRS) Reference System as realized by Service New Brunswick High Precision Network coordinate survey monuments.
7. Wetlands and their 30 metre buffers may be subject to Regulation 90-00 - Wetlands and Wetland Alteration Regulation - Clean Water Act.

LEGEND

- ROUND IRON OR PILING
- STEEL PIPE OR PIPE
- CONCRETE PIPE
- SHADOWED SURVEY MARKS PLACED
- UNSHADOWED SURVEY MARKS PLACED
- WOODEN POST PLACED
- CHALKED PIPE
- GLASSED PIPE
- IRON PIPE
- IRON PIPE WITH CONCRETE
- U.S. AND 0.5-INCH STANDARD
- WATER MAIN / IRON PIPE
- FOUNDATION
- BLANK PROPERTY BOUNDARY
- STEEL C.A.S.
- NEW PROPERTY LINE
- UNSAT. CEMENT
- CONCRETE PROPERTY LINE
- CONCRETE
- TOUR
- BRICKWORK

Site Plan
A. E. McKay Builders Ltd. Development
Dobbin Street,
Town of Rothesay,
Parish of Rothesay,
Kings County, New Brunswick

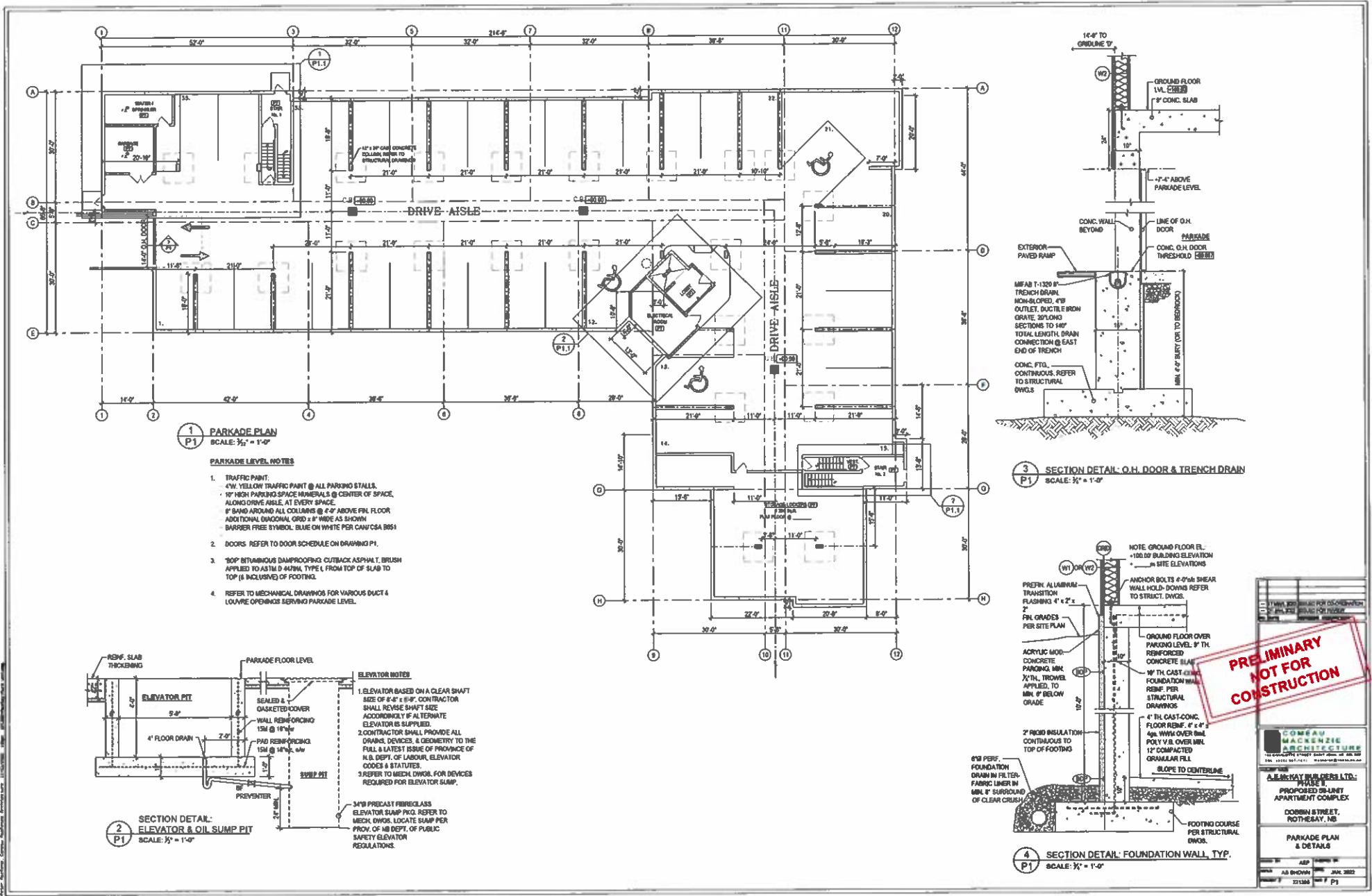
HUGHES SURVEYS & CONSULTANTS INC.

Surveyed by _____ on 22 2013
 Date



Drawn by U.C.B.	Dish No. 33589C	Form Y23-389	Dish No. ---
Job No. ---	Rev. No. ---	Map Ref. ---	---

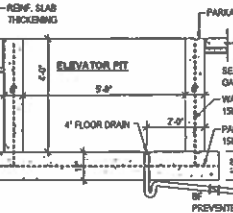




1 PARKADE PLAN
SCALE: 3/4" = 1'-0"

PARKADE LEVEL NOTES

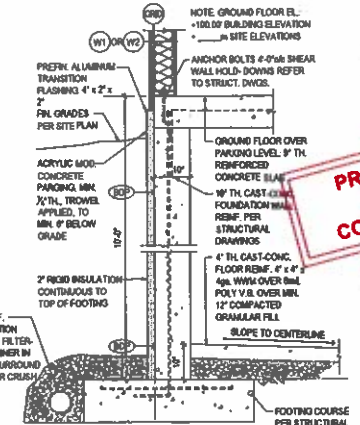
- TRAFFIC PAINT:
- 4"W. YELLOW TRAFFIC PAINT @ ALL PARKING STALLS,
- 10" HIGH PARKING SPACE NUMERALS @ CENTER OF SPACE,
ALONG DRIVE AISLE, AT EVERY SPACE.
- 6" BAND AROUND ALL COLUMNS @ 4'-0" ABOVE FFL FLOOR
ADDITIONAL DIAGONAL GRID @ 1" HIDE AS SHOWN
BARRIER FREE SYMBOL, BLUE ON WHITE PER CAN/CSA B551
- DOORS: REFER TO DOOR SCHEDULE ON DRAWING P1.
- TOP BITUMINOUS DAMPROOFING CUTBACK ASPHALT, BRUSH
APPLIED TO ASTM D 4429A, TYPE I, FROM TOP OF SLAB TO
TOP (8 INCLUSIVE) OF FOOTING.
- REFER TO MECHANICAL DRAWINGS FOR VARIOUS DUCT &
LOUVER OPENINGS SERVING PARKADE LEVEL.



2 SECTION DETAIL: ELEVATOR & OIL SUMP PIT
SCALE: 3/4" = 1'-0"

- ELEVATOR NOTES**
- ELEVATOR BASED ON A CLEAR SHAF
AGE OF 8'-0" x 8'-0". CONTRACTOR
SHALL REVERSE SHAF SIZE
ACCORDINGLY IF ALTERNATE
ELEVATOR IS SUPPLIED.
 - CONTRACTOR SHALL PROVIDE ALL
DRAINAGE DEVICES, & GEOMETRY TO THE
FULL & LATEST ISSUE OF PROVINCE OF
N.B. DEPT. OF LABOUR, ELEVATOR
CODES & STATUTES.
 - REFER TO MECH. DWG. FOR DEVICES
REQUIRED FOR ELEVATOR SHAF.
 - 3/8" PRECAST FIBREGLASS
ELEVATOR SUMP PKG. REFER TO
MECH. DWGS. LOCATE SUMP PER
PROV. OF NB DEPT. OF PUBLIC
SAFETY ELEVATOR
REGULATIONS.

3 SECTION DETAIL: O.H. DOOR & TRENCH DRAIN
SCALE: 3/4" = 1'-0"



4 SECTION DETAIL: FOUNDATION WALL, TYP.
SCALE: 3/4" = 1'-0"

**PRELIMINARY
NOT FOR
CONSTRUCTION**

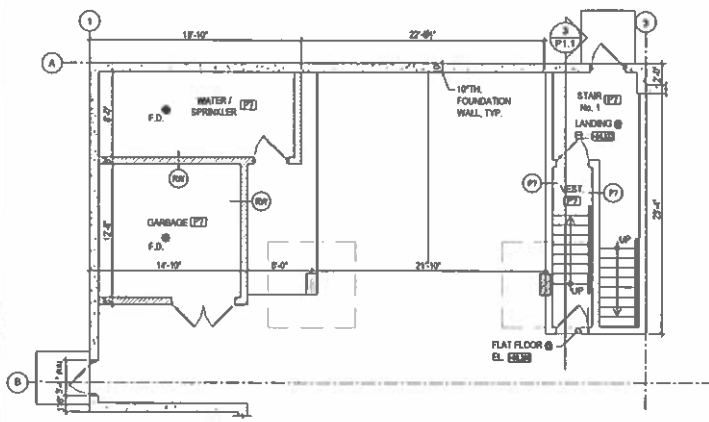
1	1" W. 100 GAL. PER 100 SQ. FT. OF FLOOR
2	2" RIGID INSULATION PER FLOOR
CONCRETE	
1	4" TH. CAST CONC. FLOOR REINF. 4" x 4" @ 18" WAYS OVER 2" POLY V.S. OVER MIN. 12" COMPACTED GRANULAR FILL
2	4" TH. CAST CONC. FOUNDATION WALL REINF. PER STRUCTURAL DRAWINGS
3	1/2" TH. CAST CONC. FOUNDATION WALL REINF. PER STRUCTURAL DRAWINGS
4	1/2" TH. TROWEL APPLIED TO MIN. 4" BELOW GRADE
5	ACRYLIC MOD. CONCRETE PARKING MK. 1/2" TH. TROWEL APPLIED TO MIN. 4" BELOW GRADE
6	2" FILL GRADES PER SITE PLAN
7	PREFK ALUMINUM TRANSITION FLASHING 4" x 2" x 2"
8	ANCHOR BOLTS 4" DIA. SHEAR WALLS HOLD-DOWNS REFER TO STRUCT. DWGS.
9	GROUND FLOOR OVER PARKING LEVEL: 9" TH. REINFORCED CONCRETE SLAB
10	GROUND FLOOR OVER PARKING LEVEL: 9" TH. REINFORCED CONCRETE SLAB
11	4" TH. CAST CONC. FLOOR REINF. 4" x 4" @ 18" WAYS OVER 2" POLY V.S. OVER MIN. 12" COMPACTED GRANULAR FILL
12	2" RIGID INSULATION CONTINUOUS TO TOP OF FOOTING
13	6" TH. PERF. FOUNDATION DRAIN IN FILTER FABRIC LINER IN MIN. 8" SURROUND OF CLEAR CRUSH
14	FOOTING COURSE PER STRUCTURAL DWGS.
STEEL	
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2	1/2" DIA. STEEL TUBING FOR FLOOR
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99	4" DIA. TRENCH DRAIN
100	4" DIA. TRENCH DRAIN

**COMEAU
MACKENZIE
ARCHITECTURE**
1100 UNIVERSITY STREET, SUITE 100, WEST
MONTREAL, QUEBEC H3C 1J1
514-392-1111

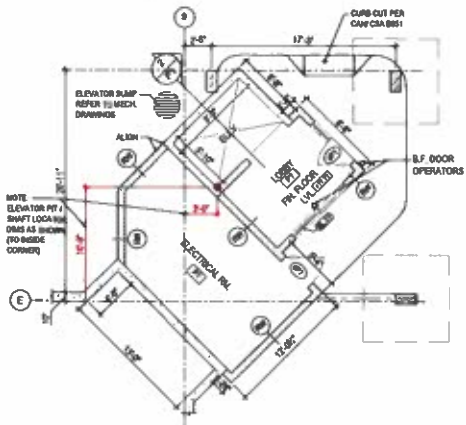
A. J. BERRY BUILDERS LTD.
PHASE I
PROPOSED 28-UNIT
APARTMENT COMPLEX
DOBBIN & STREET,
MONTREAL, NB

**PARKADE PLAN
& DETAILS**

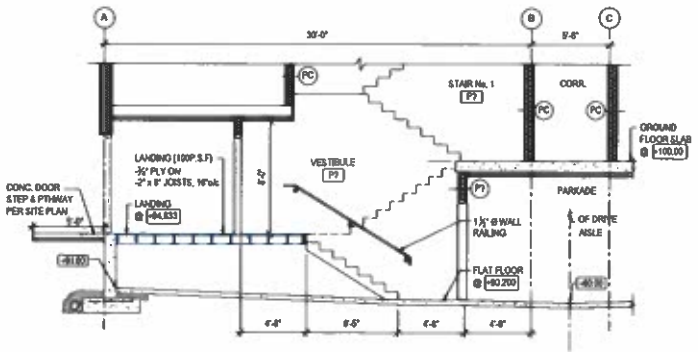
DATE: AS SHOWN
ISSUE: JUL 2022
DRAWN BY: P1



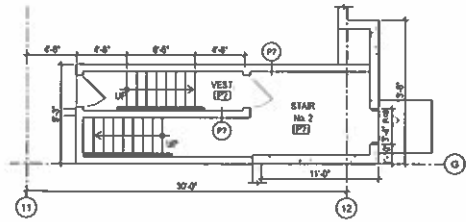
1 PLAN DETAIL: STAIR No.1, SPRINKLER RM. & GARBAGE
SCALE: 3/8" = 1'-0"



2 PLAN DETAIL: ELEV. CORE & ELEC. ROOM @ PARKADE
SCALE: 3/8" = 1'-0"



3 SECTION DETAIL: STAIR No.1 @ PARKADE
SCALE: 1/2" = 1'-0"



4 PLAN DETAIL: STAIR No. 2
SCALE: 3/8" = 1'-0"

**PRELIMINARY
NOT FOR
CONSTRUCTION**

COMEAU
MACKENZIE
ARCHITECTURE

ALAN KAY BUILDERS LTD.
PHASE II
PROPOSED 30-UNIT
APARTMENT COMPLEX
DOBSON STREET,
ROTHESAY, NB

PARKADE LEVEL PLAN
DETAILS & SECTIONS

DATE:	AS SHOWN	JAN 2022
SCALE:	AS SHOWN	1/2" = 1'-0"

WALL & PARTITION SCHEDULE
REFER ALSO TO STRUCTURAL DRAWINGS

NO.	DESCRIPTION	3010 NBC APPENDIX D TIME ASSIGNED
106	EXTERIOR WALL, TYP. NON-COMBUSTIBLE SHEATHING REFER TO ELEVATIONS FOR LOCATIONS & SPECIFICATIONS - 1/2" SECONDARY DRAINAGE SCREEN - 1/2" OSB SHEATHING - 2" RIGID INSULATION - 2" x 4" W.D. STUDS - 2" x 4" W.D. STUDDING CENTERS PER STRUCTURAL - R22 BLOWN-IN INSULATION - 4mil POLY V.B. - 1/2" TYPE 'X' GWB	20min
107	EXTERIOR FEATURE WALL SIMULATED MASONRY CLADDING REFER TO ELEVATIONS FOR LOCATIONS & SPECIFICATIONS - 1/2" FLY SHEATHING - 2" HORIZ. BLOCKING, 1/2" x 2" x 4" W.D. STUDS, 1/2" x 2" x 4" W.D. STUDDING - R22 BLOWN-IN INSUL. - 4mil POLY V.B. - 1/2" TYPE 'X' GWB	40min
108	PARTY WALL SHEATHING - 1/2" TYPE 'X' GWB - 1/2" OSB SHEATHING (CONTINUOUS TO END OF SUBFLOOR OVER) - 2" x 4" W.D. STUDS, 12" MAIN LVL, 18" x 2nd & 3rd LVL (DOUBLE TOP & BOTTOM PLATES) - 1/2" MINERAL FIBRE BATT - 1/4" AIR SPACE - 2" x 4" W.D. STUDS, 12" MAIN LVL, 18" x 2nd & 3rd LVL (DOUBLE TOP & BOTTOM PLATES) - 1/2" MINERAL FIBRE BATT - 1/2" TYPE 'X' GWB	40min
109	CONCRETE PARTITION - 2" x 1/2" TYPE 'X' GWB, FIN (CONV. SIDE) - 1/2" RESILIENT CHANNEL, 1/2" x 4" W.D. STUDS, 1/2" x 2" x 4" W.D. STUDDING (DOUBLE TOP & BOTTOM PLATES @ ALL LEVELS) - 1/2" MINERAL FIBRE BATT - 1/2" TYPE 'X' GWB, FIN (UNIT SIDE)	60min
110	ELEVATOR SHAFT WALL (ABOVE GROUND FLOOR) - 1/2" TYPE 'X' GWB (INSIDE SHAFT) - 1/2" FLY - 2" x 4" W.D. STUD, 1/2" x 2" x 4" W.D. STUDDING - 1/2" BATT INSULATION - 1/2" RESILIENT CHANNEL, 1/2" x 4" W.D. STUD, 1/2" x 2" x 4" W.D. STUDDING	40min
111	COMMON UNIT INTERIOR - 1/2" TYPE 'X' GWB, FIN - 2" x 4" W.D. STUD, 1/2" x 2" x 4" W.D. STUDDING NOTES: - UNIT PARTITIONS ARE P1 UNLESS OTHERWISE NOTED - 1/2" BATT INSULATION @ BALDRACKS	15min
112	LANDSCAPING PARTITION WITHIN COURTYARD - 1/2" TYPE 'X' GWB, FIN - 2" x 4" W.D. STUDS, 12" MAIN LVL, 18" x 2nd & 3rd LVL (DOUBLE TOP & BOTTOM PLATES) - 1/2" TYPE 'X' GWB, FIN	40min
113	ELEV. SHAFT WALL BELOW GROUND FLOOR - 4" CAST CONCRETE - 1/2" METAL STUD FURRING @ G.W.B. FINISHED @ VERTICAL P1 SIDE	2h
114	PARKADE LEVEL STORAGE & VESTIBULE - 1/2" TYPE 'X' GWB, FIN - 1/2" METAL STUD, 1/2" x 4" W.D. STUDDING	40min
115	RATED PARTITION WITHIN WOODFRAME AREAS - 1/2" TYPE 'X' GWB, FIN - 2" x 4" WOOD STUD, 1/2" x 2" x 4" W.D. STUDDING	40min
116	RESILIENT WALL - NON-COMBUSTIBLE - 4" CONC. BLOCK - REINFORCING FILLED CORES PER STRUCTURAL DRAWINGS	40min

INSULATION PRODUCTS

- PARKADE LEVEL UNDERSLAB & FOUNDATION WALL INSULATION
2" XPS DOW SAM OR 'CODE BOARD'
- EXTERIOR WALL INSULATION (STUD CAVITY) PRO PINK OWENS CORNING FIBROUS GLASS BLOWN WOOL INSTALLED TO A DENSITY OF 1.25lb PER CU. FT. R22 WITHIN 2" x 4" STUD CAVITY
- EXTERIOR WALL INSULATION EPS 2TH. 'CORE BOARD' OR DOW 'SM' RIGID INSULATION
- SPRAY-FOAM INSULATION @ JOIST ENDS, WINDOW INSTALL, VARIOUS. DOW 'GREAT STUFF' POLYURETHANE SPRAY INSULATION, LOW EXPAND, R8 PER INCH
- ATTIC INSULATION PRO PINK OWENS CORNING FIBROUS GLASS BLOWN WOOL INSTALLED TO A DENSITY OF 1.25lb PER CU. FT. R8 @ 13" INSULATION DEPTHS.

**CODE REVIEW: 2015 NBCC
58 UNIT APARTMENT BUILDING
DOBBIN STREET, ROTHESEY NB**

PROJECT DESCRIPTION: NEW CONSTRUCTION, FOUR-STORY, COMBUSTIBLE, APARTMENT BUILDING OVER A ONE-STORY GARAGE BUILDING, NON-COMBUSTIBLE, ALL SPRINKLERED

BUILDING AREA: 17,501 sq ft, 1,854m²

- 3.2.2.51. GROUP C, UP TO 4 STOREYS, SPRINKLERED
1) (1) 101, 1,854m² @ 4.3 STOREYS - OK (MAX AREA 1,800m²)
2) COMBUSTIBLE CONSTRUCTION
a) FLOORS FS, 1HR. F.R.R.
b) MEZZANINES NA
c) WALLS, COLUMNS, ARCHES 1HR. F.R.R.

-AND-

- 3.2.2.54. GROUP F, DIVISION 3, UP TO 4 STOREYS, SPRINKLERED
1) (1) 101, 1,854m²
c) 10m² Balcony, 2,600m²

- 3.1.3.1. BALCONY OCCUPANCY SEPARATIONS: F3 TO C F3, 1.5HR. F.R.R. (ALSO 3.3.3.8 STORAGE GARAGE & ALL OTHER OCCUPANCIES F3, 1.5HR. F.R.R.)

- 3.1.5.17. STORAGE LOCKERS IN RESIDENTIAL BUILDINGS: WIRE-CAGE LOCKERS ON PARKADE LEVEL, SPRINKLERED

- 3.1.4.8. EXTERIOR CLADDING: NON-COMBUSTIBLE @ IN EXCESS OF 80% OF EXTERIOR

- 3.1.8.1. CONTINUITY OF FIRE SEPARATION: RATED MEMBRANE CEILING IS USED IN LIEU OF EXTENDING FIRE SEPARATIONS THROUGH THE ATTIC (SEE ALSO 3.1.4.2)

- 3.1.4. FIRE PROTECTION @ CLOSURES:
- EXT ENCLOSURES: F3, 1HR. F.R.R., CLOSURE 40min
- CORRIDOR TO SUITE: F3, 1HR. F.R.R., CLOSURE 20min PER 3.1.1.2
- EXT ENCLOSURES @ PARKADE: F3, 1HR. F.R.R. @ EA. FACE OF VESTIBULES

- 3.1.9. OPENING @ MEMBRANE CEILING: PER APPENDIX 'D', METAL DUCT, MAX. 500mm ROUND (WITHIN DWELLING UNITS)

- 3.1.11. FIRE BLOCKS IN CONCEALED SPACES:
- WALLS: PLATFORM FRAMING WALL SPACER COMPLETELY ENCAPSULATED
- ATTIC (NOT SPRINKLERED)
a) COMPARTMENTS: MAX 300m² & NO DIMENSION OVER 20m

- 3.1.11.8. CRAWLSPACE: NA

- 3.1.12. FLAME SPREAD (INTERIOR FINISH): ALL PARTITIONING & CEILING: GYPSUM WALLBOARD, FLAME-SPREAD = 10-15

- 3.1.13.7. TALL BUILDING: NA

- 3.1.17. OCCUPANT LOAD:
- 4th FLOOR: 31 BED ROOMS x 2p = 62p
- 3rd FLOOR: 30 BED ROOMS x 2p = 60p
- 2nd FLOOR: 30 BED ROOMS x 2p = 60p
- GROUND FLOOR: 30 BED ROOMS x 2p = 60p

- 3.2.2.51. PER ABOVE

- 3.2.3. SPATIAL SEPARATION
T-3.2.3.1.D. SPRINKLERED, GROUP 'C'
- CLOSET PROPERLY LINE 5 METERS (SOUTH) ALLOWABLE up to 80% @ FIRE COMPARTMENT 40m²
- ANGLETON OBSCURE FIRE COMPARTMENTS

- 3.2.3.8. CORRUPTION & PROJECTIONS: BEYOND 3.0m FROM ALL PROPERTY LINES

- 3.2.3.7. EXTERIOR WALL CONSTRUCTION:
- NON-COMBUSTIBLE CLADDING PER 3.1.4.8
- 1/2" HR. F.R.R. PER T-3.2.3.7.

- 3.2.3 & EXTERIOR FINISHED PLASTER PROTECTED WITH NON-COMBUSTIBLE CLADDING PER CANULC 5401

- 3.2.3.14. PROTECTION OF ROOFETS: NOT REQUIRED @ SPRINKLERED FIRE COMPARTMENTS WITHIN

- 3.2.4. FIRE ALARM & DETECTION

- 3.2.4.1. REQUIRED @ SPRINKLERED BUILDING TO NFPA 13R DESCRIPTION ZONE-CODED, ADDRESSABLE 2-STAGE ALARM SIGNAL TO FIRE DEPARTMENT, ANNUNCIATOR PANEL AT MAIN ENTRY

- 3.2.4.1.1. R1019 SMOKE DETECTOR/SMOKE ALARM LOCATED PER 3.2.4.1.1. AND 3.18.18

- WITHIN EVERY DWELLING UNIT, 5m FROM BEDROOM DOOR WITHIN EA. BEDROOM OR SLEEPING AREA
- ALL SMOKE DETECTORS WITHIN A DWELLING UNIT INTERCONNECTED
- SMOKE DETECTORS ON UNINTERRUPTIBLE POWER PLUS BATTERY

- 3.2.3.5. DWELLING UNITS SHARING A WALL, FLOOR, OR CEILING WITH STORAGE GARAGE: SHALL HAVE CARBON-MONOXIDE DETECTION WITHIN EA. BEDROOM OR WITHIN 5m OF ALL BEDROOM DOORS

- 3.2.5. PROVISION FOR FIREFRONTERS

- 3.2.5.1. ACCESS TO ABOVE GRADE STOREYS: ALL STOREYS HAVE BALCONY SLIDER DOORS

- 3.2.5.2. ACCESS TO BASEMENT: BASEMENT IS STORAGE GARAGE. DIRECT ACCESS FROM EXTERIOR TWO LOCATIONS PLUS OVERHEAD DOOR

- 3.2.5.3. ROOF ACCESS: ROOF SLOPES 4 IN 12

- 3.2.5.4. ACCESS ROUTES: TO PRINCIPAL ENTRANCE & 1-OTHER FACADE PER 3.2.2.51.

- 3.2.5.5. LOCATION OF ACCESS ROUTE:
1) ACCESS ROUTE COMES TO WITHIN 2m TO 15m OF BUILDING MAIN ENTRY
2) a) FIRE DEPARTMENT CONNECTION PUMPER CAN BE LOCATED ADJACENT THE FIRE HYDRANT
c) UNOBTAINED PATH, FIRE PUMPER TO BUILDING < 45m

- 3.2.5.8. ACCESS ROUTE DEMON:
- 12m CENTERLINE RADIUS
- OVERHEAD CLEARANCE 5m
- GRADE MAX. 1 IN 12
- NO PORTION LONGER THAN 60m

- 3.2.5.7. WATER FOR FIREPREVENTING: MUNICIPAL

- 3.2.5.8. STANDPIPE SYSTEM REQUIRED: @ EA. STAIRWELL, 2-PER LEVEL, TO NFPA 14

- 3.2.5.12. AUTOMATIC SPRINKLER SYSTEM: REQUIRED PER NFPA 13R

- 3.2.5.15. FIRE DEPARTMENT CONNECTION: HYDRANT WITHIN 45m

- 3.2.6. HOOD BUILDING: NA

- 2015 NBCC 3.3.30. ENERGY EFFICIENCY
LOCATION: ROTHESEY NB, CLIMATE ZONE 8
4, 000 - 4, 000 HEATING DDs

- 3.2.6.2.8. THERMAL CHARACTERISTICS (WITH HRTV'S ALL UNITS)
- CEILING BELOW ATTICS: RSI 1.07/RSO
- WALLING ABOVE GRADE: RSI 2.87/R18.0
- WINDOWS: MAX. U-VALUE 1.00
- 40% E.R. 25.0

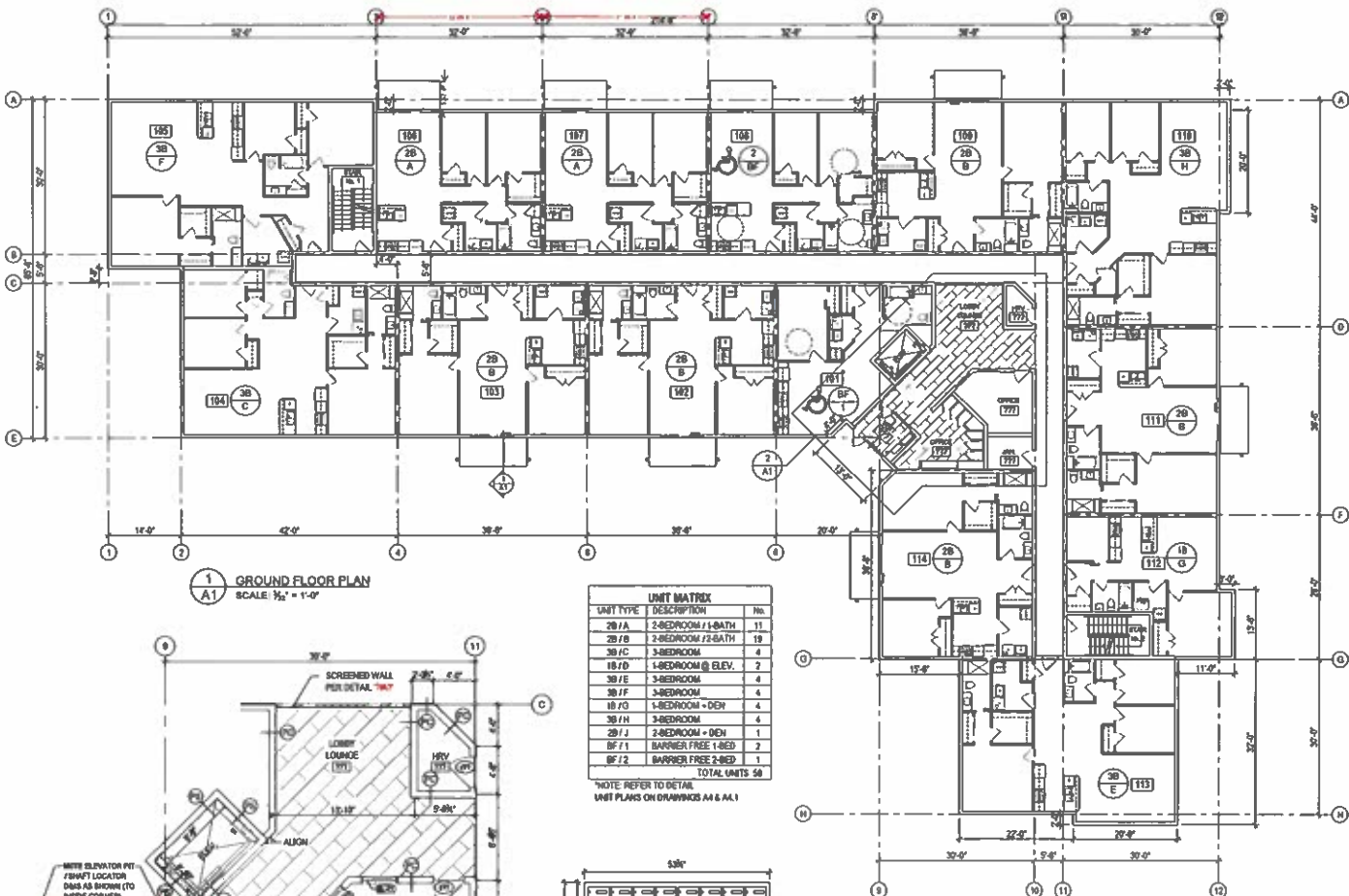


COMEAU MACKENZIE ARCHITECTURE
1000 DOBBIN STREET, ROTHESEY NB
506-881-1111

A. LEVY BUILDERS LTD. PROJECT
PROPOSED 58-UNIT APARTMENT COMPLEX
DOBBIN STREET, ROTHESEY NB

CODE MATRIX & WALL & PARTITION SCHEDULE

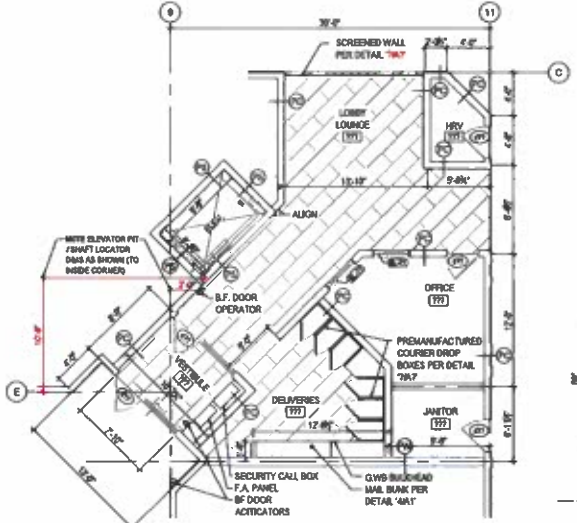
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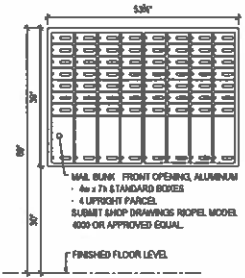
1 GROUND FLOOR PLAN
SCALE: 1/2" = 1'-0"

UNIT MATRIX		
UNIT TYPE	DESCRIPTION	No.
2B/A	2-BEDROOM / 1-BATH	11
2B/B	3-BEDROOM / 2-BATH	19
2B/C	3-BEDROOM	4
1B/D	1-BEDROOM @ ELEV.	2
2B/E	3-BEDROOM	4
2B/F	3-BEDROOM	4
1B/G	1-BEDROOM - DEN	4
2B/H	3-BEDROOM	4
2B/I	2-BEDROOM - DEN	1
BF 1	BARRIER FREE 1-BED	2
BF 2	BARRIER FREE 2-BED	1
TOTAL UNITS		58

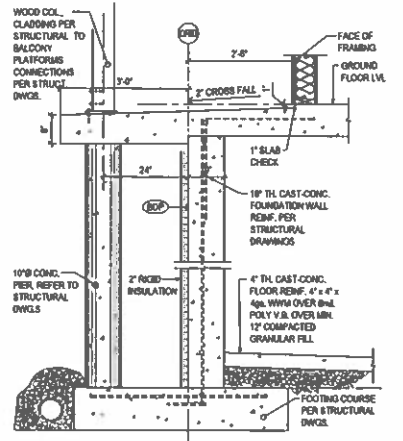
NOTE: REFER TO DETAIL UNIT PLANS ON DRAWINGS A4 & A1



2 PLAN DETAIL: MAIN LOBBY & ELEVATOR CORE @ GROUND FLOOR
SCALE: 1/2" = 1'-0"



4 ELEVATION DETAIL: ENTRY LOBBY MAIL BUNK
SCALE: 1/2" = 1'-0"



3 SECTION DETAIL: CANTILEVERED DECK SLABS (@ GROUND FLOOR ONLY), TYP.
SCALE: 3/4" = 1'-0"

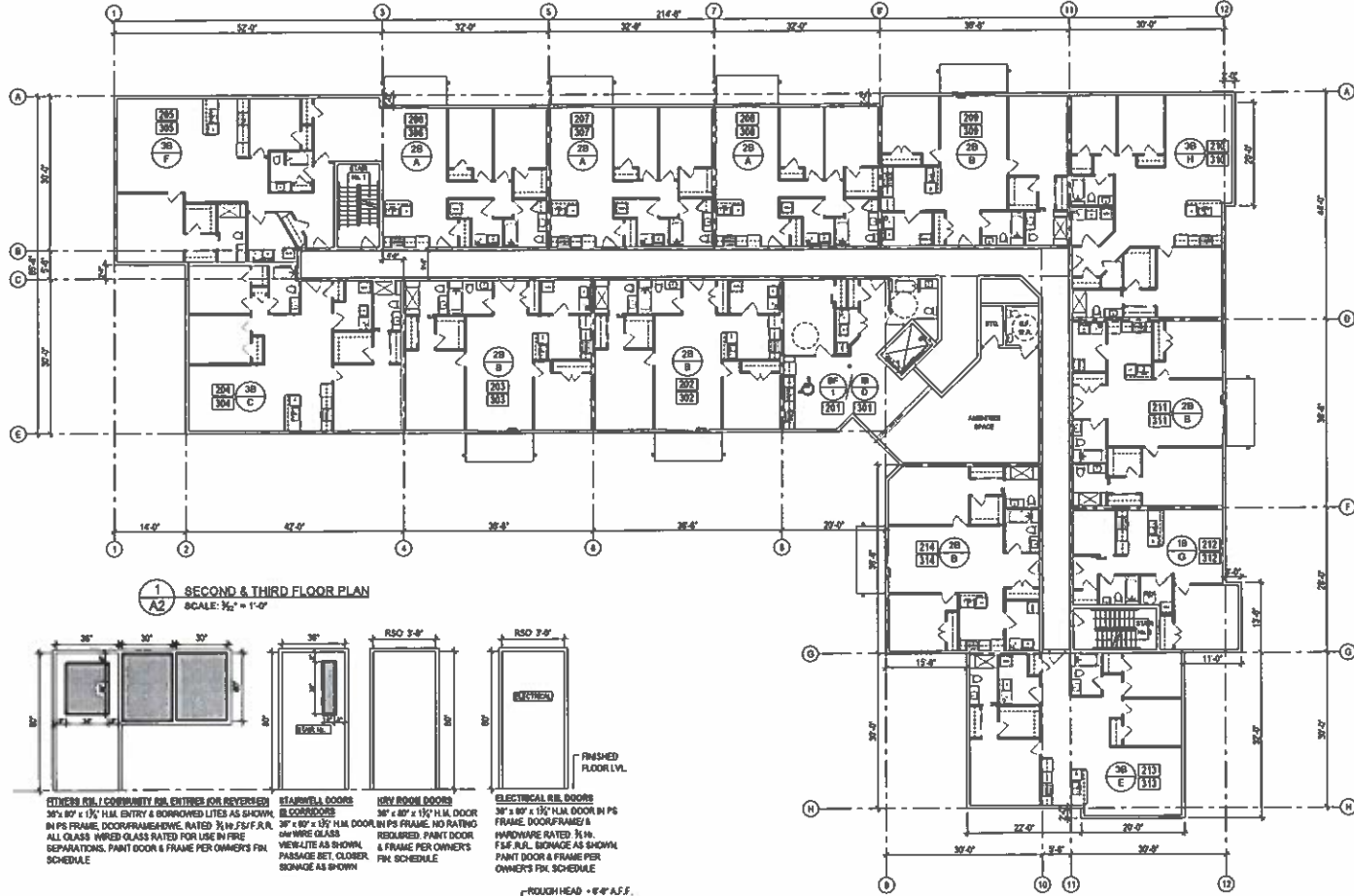
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ARCHITECTURE**
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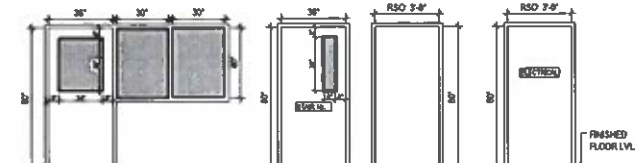
A.L. MCKAY BUILDERS LTD.
 PHASE I
 PROPOSED 58 UNIT
 APARTMENT COMPLEX
 DOBBIN STREET,
 ROTHEARY, NB

**GROUND FLOOR
 PLAN**

AEP PREPARED BY: [Signature]
 AD REVISED: [Signature] JAN. 2022
 22100 1/1 A1



1 SECOND & THIRD FLOOR PLAN
SCALE: 1/2" = 1'-0"

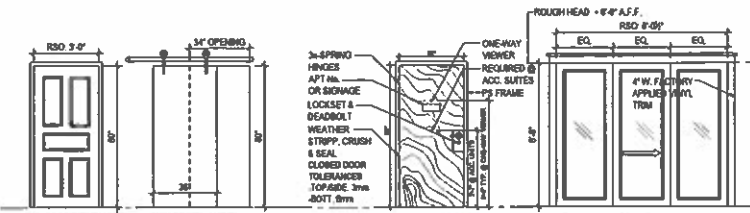


OTHER MIL/COMMUNITY USE ENTRIES FOR REFERENCE:
36" x 80" x 1 3/4" H/L ENTRY & BORDERS LITES AS SHOWN IN PS FRAME, DOOR/FRAME/LS, RATED 3/4" H/F F.R. ALL GLASS W/RE GLASS RATED FOR USE IN FIRE SEPARATIONS. PAINT DOOR & FRAME PER OWNER'S FRM SCHEDULE

STAIRWELL DOORS IN CORES/DOORS:
36" x 80" x 1 3/4" H/L DOOR IN PS FRAME, NO RATING OR WIRE GLASS REQUIRED. PAINT DOOR & FRAME PER OWNER'S FRM SCHEDULE

LOBBY ROOM DOORS:
36" x 80" x 1 3/4" H/L DOOR IN PS FRAME, NO RATING OR WIRE GLASS REQUIRED. PAINT DOOR & FRAME PER OWNER'S FRM SCHEDULE

ELECTRICAL R.E. DOORS:
36" x 80" x 1 3/4" H/L DOOR IN PS FRAME, DOOR/FRAME/LS & HARDWARE RATED 3/4" H/F. F&F LITE, SIGNAGE AS SHOWN. PAINT DOOR & FRAME PER OWNER'S FRM SCHEDULE



TYP. DOOR WITHIN UNITS:
36" x 80" x 1 3/4" HOLLOW CORE, EMBOSSED DOORS ON PASSAGE OR PRIVACY LEVER HARDWARE, PAINTED

SURFACE WITH SLIPER:
36" x 80" DOOR LEAF OVER 34" x 80" DRYWALL JAMBED OPENING, SURFACE MOUNTED ROLLER TRACK

UNIT ENTRY DOORS, TYP.:
36" x 80" x 1 3/4" SOLID CORE WOOD, STAIN GRADE BRICK VENER DOOR, 20 MIL F.R. RATING ON DOOR, FRAME & HW. ONE-WAY VIEWER REQUIRED @ ACC. SUITES IN PS FRAME

TERRACE DOORS, SLIDING DOOR & FIXED:
SLIDING DOOR: 4" W. F. FACTORY APPLIED MIL. WHITE @ BARRIERS FREE UNITS ACCESSIBLE THRESHOLD & MIN. 32" CLEAR OPENINGS

2 DOOR SCHEDULE: DOORS WITHIN UNITS & COMMON AREA DOORS @ GROUND, 2nd, 3rd, 4th FLOORS, TYP.
SCALE: 1/2" = 1'-0"

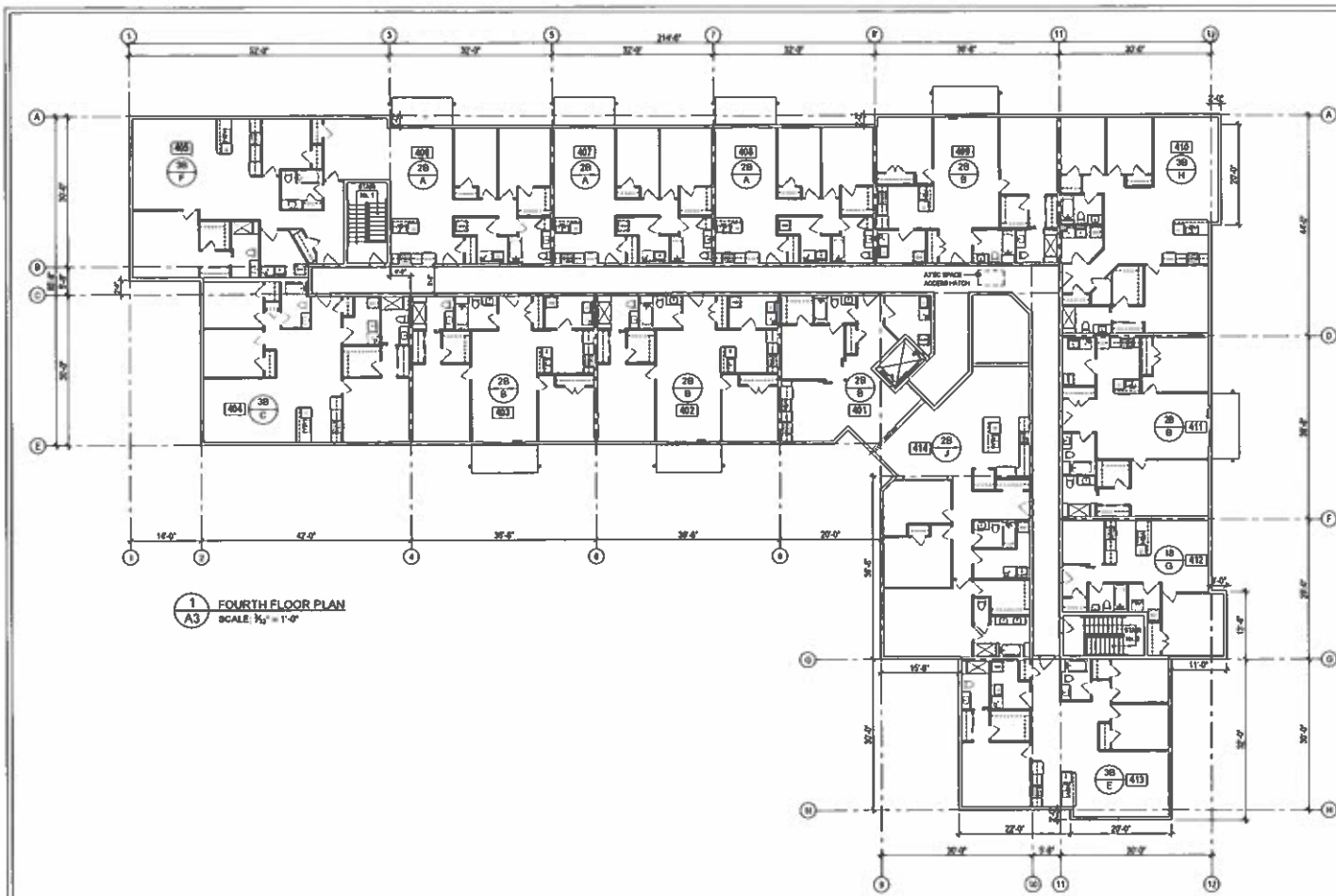
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MACENZIE
ARCHITECTURE**
2111 W. 4TH AVENUE, SUITE 200
EDMONTON, ALBERTA T6S 0R6

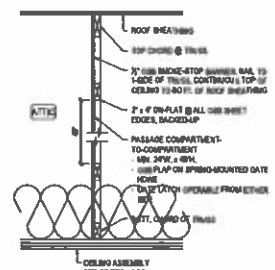
A. J. BARNY BUILDERS LTD. - PHASE 1
PROPOSED 58 UNIT
APARTMENT COMPLEX
DOBSON STREET,
ROTHEBAY, HB

**SECOND & THIRD
FLOOR PLAN**

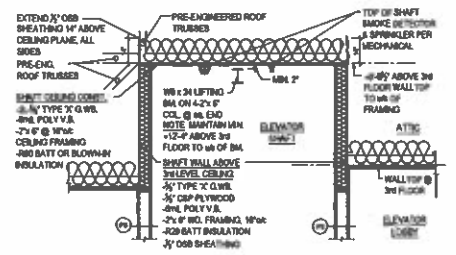
ASP
AS BNDM1 JUN 2022
25130 A2



1 FOURTH FLOOR PLAN
SCALE: 1/4" = 1'-0"



2 SECTION DETAIL: ATTIC SMOKE-STOP, TYP.
SCALE: 1" = 1'-0"

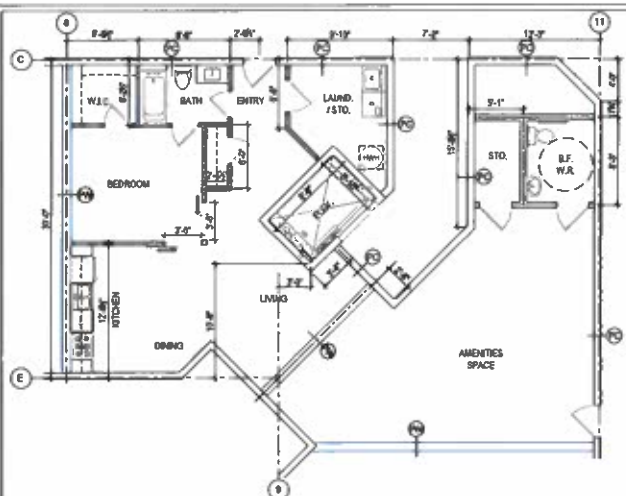


3 SECTION DETAIL: ATTIC SMOKE-STOP, TYP.
SCALE: 1/2" = 1'-0"

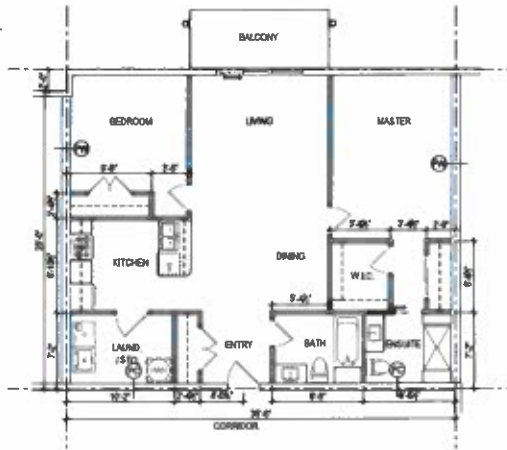
- NOTES:
- LIFTING BEAM CLEARANCE OVER (& HEIGHT UNDER) TO BE CO-ORDINATED WITH ACTUAL ELEVATOR MODEL SELECTED
 - CO-ORDINATE ROOF TRUSSES WITH SHAFT HEAD

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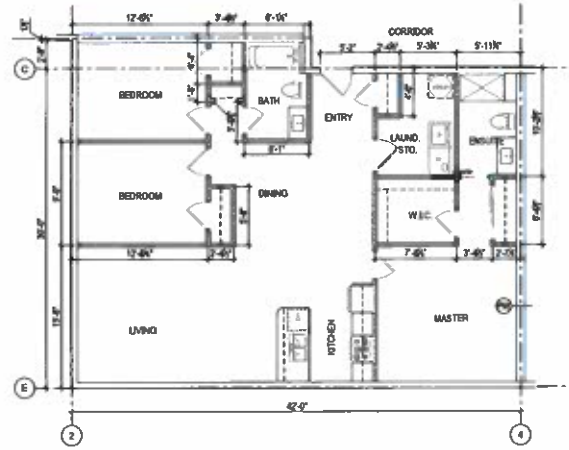
	
A.E. MCKAY BUILDERS LTD. PROJECT: PROPOSED BLUNT APARTMENT COMPLEX DOBSON STREET, ROTTERHAM, NB	
FOURTH FLOOR PLAN	
ASB AD SHOWN	JUN 2022 12:00A



1 ELEVATOR CORE & 1B, TYPE 'D', TYPICAL @ 2nd, 3rd, & 4TH LEVELS
SCALE: 3/8" = 1'-0" NOTE: BARRIER FREE TYPE '1' @ GROUND & SECOND FLOOR

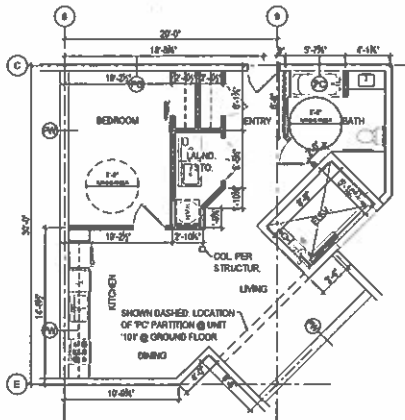


2 DETAIL PLAN UNIT 2B TYPE 'B' DELUXE
SCALE: 3/8" = 1'-0"

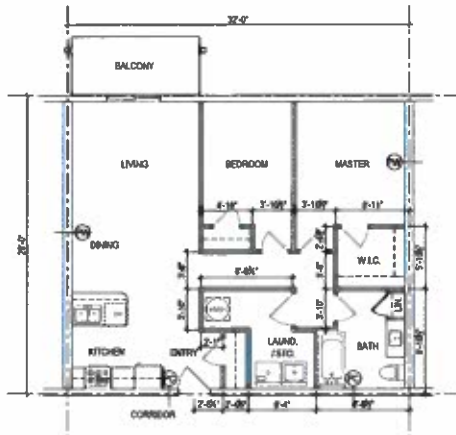


3 DETAIL PLAN UNIT 3B TYPE 'C'
SCALE: 3/8" = 1'-0"

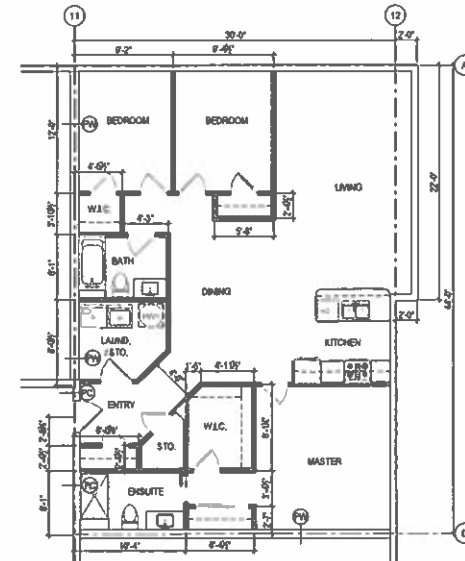
- NOTES**
1. PROVIDE AC POWERED SMOKE DETECTORS PER NATIONAL BUILDING CODE - 1 PER SLEEPING ROOM + 1 @ COMMON AREA.
 2. GROUND FLOOR UNITS PROVIDE CO DETECTOR & ALARM UNITS @ ALL UNITS IMMEDIATELY OVER THE PARADE.
 3. NRV'S PROVIDE NRV UNITS (AS SHOWN) APPROPRIATELY SIZED FOR UNIT AREA. SUPPLY AIR TO:
 - BEDROOMS
 - LIVING/DINING
 - EXHAUST AIR FROM BATHROOMS
 - LAUNDRY STORAGE
 - KITCHEN
 4. DRYER VENT 5/8" SMOOTH ROUND METAL DUCT TO EXTERIOR. PROVIDE DRYER BURNER FAN IF MANUFACTURERS RECOMMENDED MAXIMUM DUCT LENGTH IN # BENS ARE EXCEEDED.
 5. INTERIOR DOORS 36" x 80" UNLESS SPACE PREVENTS. REFER TO UNIT INTERIOR BOOKS SCHEDULE ON DRAWING A2.1.



4 DETAIL PLAN: BARRIER FREE 1-BEDROOM @ GROUND & SECOND FLOOR
SCALE: 3/8" = 1'-0" NOTE: REFER TO ADDITION ACCESSIBLE DETAIL @ '3A1'



5 DETAIL PLAN: 2B TYPE 'A'
SCALE: 3/8" = 1'-0"



6 DETAIL PLAN 3B TYPE 'H'
SCALE: 3/8" = 1'-0"

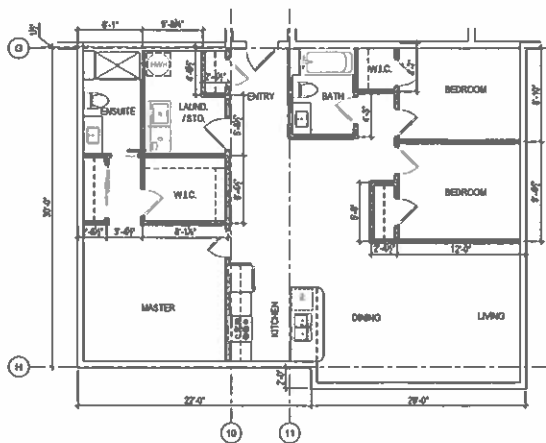
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ARCHITECTURE**
ARCHITECTS

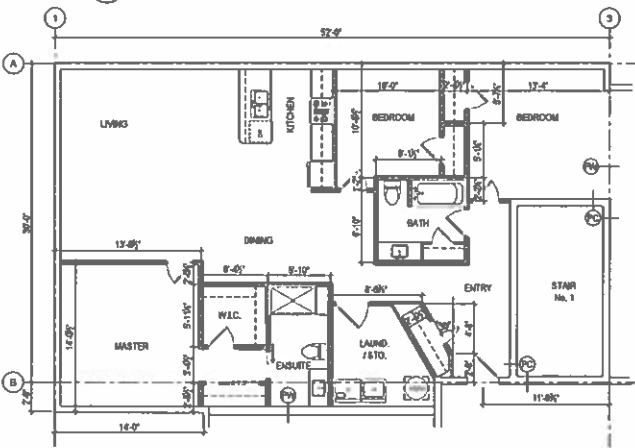
A.S. & KAY BUILDERS & CO.
PROPOSED 35-UNIT
APARTMENT COMPLEX
CORBIN & STREET,
ROTHEYAY, NS

DETAIL UNIT
PLANS

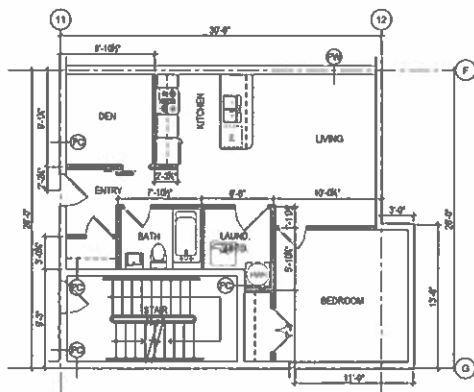
APP. DRAWN BY: [Name]
DATE: JUL 2022
PROJECT: 221348
SCALE: 1/4"



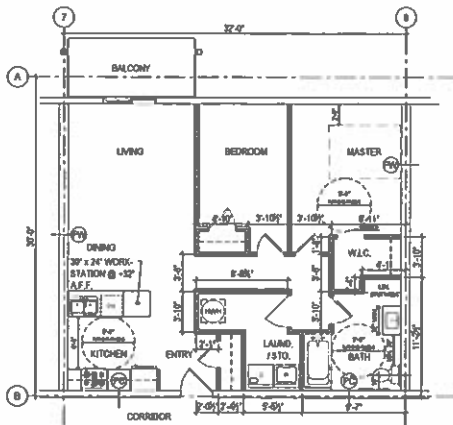
1
A4.1
DETAIL PLAN: 3B, TYPE 'E' UNIT
SCALE: 3/4" = 1'-0"



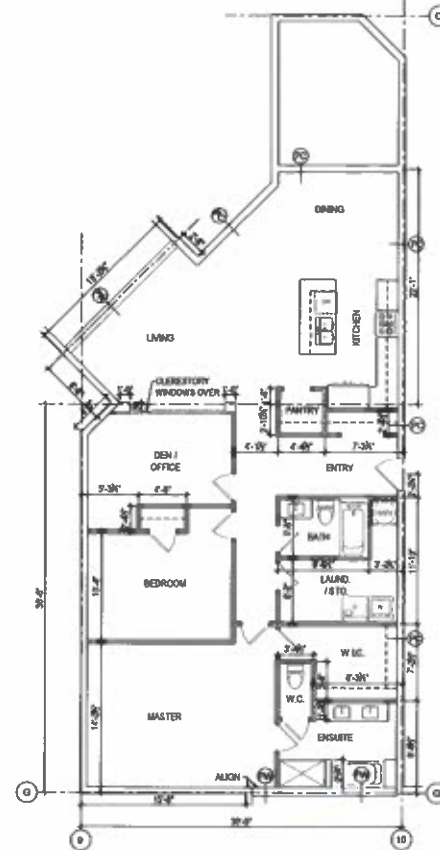
3
A4.1
DETAIL PLAN: 3B, TYPE 'F' UNIT
SCALE: 3/4" = 1'-0"



2
A4.1
DETAIL PLAN: 1B + DEN, TYPE 'G' UNIT
SCALE: 3/4" = 1'-0"



4
A4.1
DETAIL PLAN: BARRIER FREE 2-BEDROOM
UNIT (UNIT 108, GROUND FLOOR ONLY)
SCALE: 3/4" = 1'-0"
NOTE: REFER TO ADDITION ACCESSIBLE DETAIL @ 'A4.1'



5
A4.1
DETAIL PLAN: 2B + DEN, TYPE 'J' UNIT
(UNIT 214, FOURTH FLOOR ONLY)
SCALE: 3/4" = 1'-0"

NOTES

- PROVIDE AC POWERED SMOKE DETECTORS PER NATIONAL BUILDING CODE: 1 PER SLEEPING ROOM + 1 @ COMMON AREA.
- GROUND FLOOR UNITS: PROVIDE CO DETECTION & ALARM UNITS @ ALL UNITS IMMEDIATELY OVER THE PASSAGE.
- HRV's: PROVIDE HRV UNITS (AS SHOWN), APPROPRIATELY SIZED FOR UNIT AREA. SUPPLY AIR TO:
 - BEDROOMS
 - LIVING/DINING
 - EXHAUST AIR FROM:
 - BATHROOMS
 - LAUNDRY/STORAGE
 - KITCHEN
- DRYER VENT: 2"Ø SMOOTH ROUND METAL DUCT TO EXTERIOR. PROVIDE CONDENSATE DRAIN INTO INH DRAIN PAN. HRV DUCT RUNS IN BALCONY BELOW FIRE BARRIERS, OR PER N.B.C.C. APPENDIX D 2.3.3.
- INTERIOR DOORS: 30" x 48" UNLESS SPACE PROHIBITS. REFER TO UNIT INTERIOR DOORS SCHEDULE ON DRAWING A2.1.

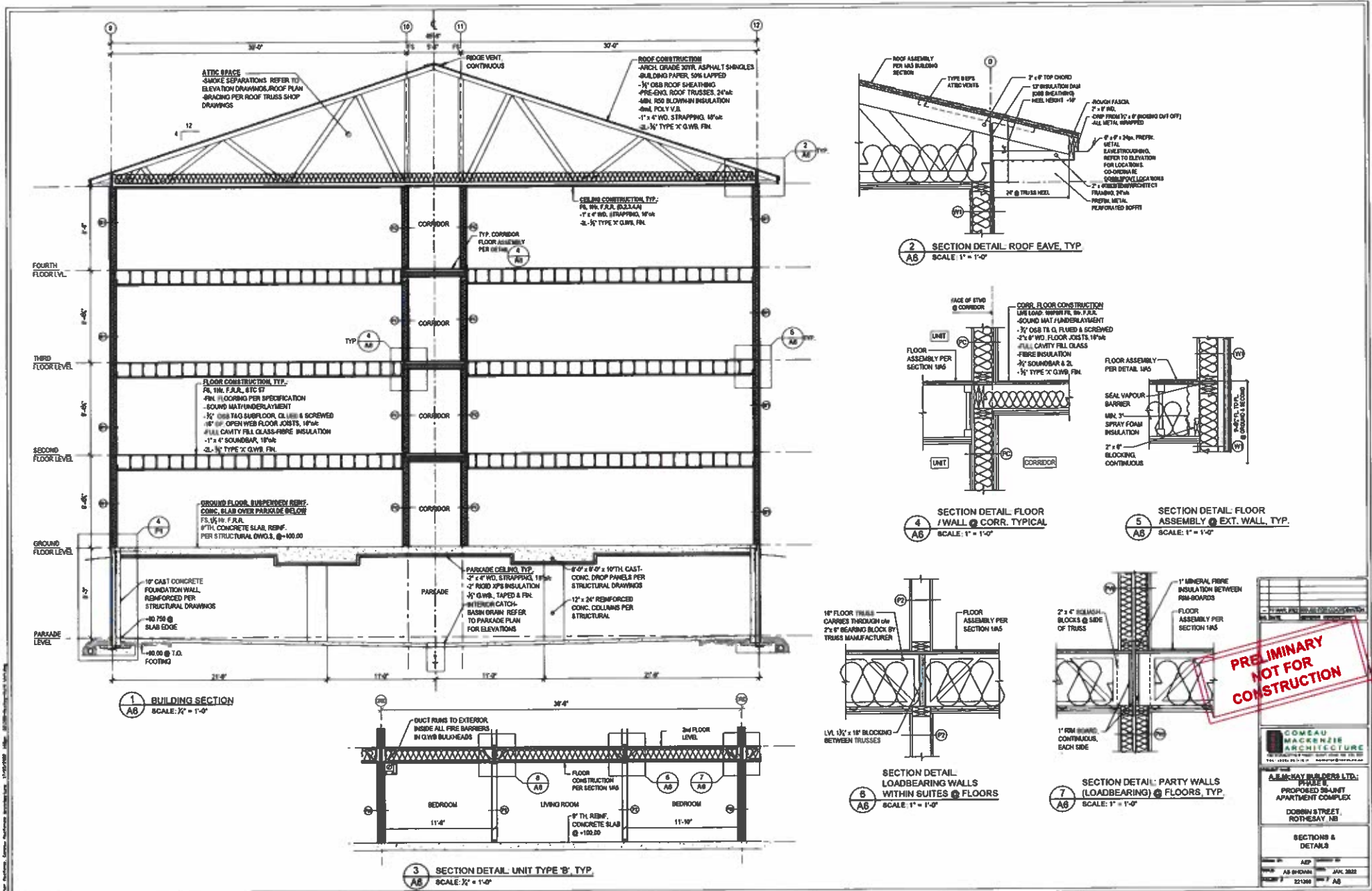
**PRELIMINARY
NOT FOR
CONSTRUCTION**

GORMAN
 MACKENZIE
 ARCHITECTURE
 100 UNIVERSITY STREET, SUITE 1000
 TORONTO, ONTARIO M5G 1S7
 TEL: (416) 593-1111 FAX: (416) 593-1112
 www.gormanmckenzie.com

ALEIGHWAY BUILDERS LTD.
 PRICE 1
 PROPOSED 66 UNIT
 APARTMENT COMPLEX
 OSBORN STREET,
 ROTHESAY, NB

DETAIL UNIT
 PLANS

DATE	DESCRIPTION
AS SHOWN	JUL 2022
22186	A4.1



**PRELIMINARY
NOT FOR
CONSTRUCTION**

**CONEAU
MACKENZIE
ARCHITECTURE**
TEL: 416.291.2112

A.S. McKay Builders Ltd.
- PHASE 2
- PROPOSED SHAWNT
- APARTMENT COMPLEX
- 1000 BAYVIEW AVE. #100
- SCARBOROUGH, ONT. M1H 2C9

SECTIONS & DETAILS

DATE: 2014.01.14
DRAWN BY: J.S. SHAWNT
CHECKED BY: J.S. SHAWNT
SCALE: 1" = 1'-0"

DEVELOPMENT AGREEMENT

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

Parcel Identifiers
of Parcels Burdened
by Agreement:

[30354948](#); [30354955](#); [30354963](#); [30354971](#);
[30354989](#); [30354997](#); [30355002](#); [30355010](#);
[30355028](#); [30355036](#); [30355044](#)

Owner of Land Parcel:

[J. P. J. Enterprises Ltd.](#); [A. E. MacKay](#)
[PO BOX 4694380 Model Farm Road](#)
[Rothesay Quispamsis, NB](#)
[E2GE 5X4-1L8](#) (Hereinafter called the "Developer")

Agreement with:

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

a body corporate under and by virtue of the
Municipalities Act, RSNB 1973, Chapter M-22,
located in the County of Kings and Province of New
Brunswick

WHEREAS the Developer is the registered owner of certain lands [PID-00242876](#),
~~and [PID-00243428](#)~~ located on Dobbin Street and which said lands are more
particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS Rothesay did on 15 October 2013 rezone said lands to the Multi-
Unit Residential R4 zone; the Attached Residential Zone (R3) and the Recreation
Zone (Rec) pursuant to the execution of a Development Agreement;

AND WHEREAS the Developer is now desirous of entering into an Agreement for
the development of multi-unit apartment buildings and town homes located off a
new public street as an extension of Dobbin Street;

AND WHEREAS the Developer now wishes to revise the original agreement
executed March 24, 2015 to allow an increase in the permitted maximum number
of residential units and a change in the lot configuration and to provide for a
minimum of nine (9) 'affordable housing' units.

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 number of residential dwellings situated on the portion of the Lands
indicated on **Schedule A** shall not exceed a total density of ~~1244~~ units
including a combination of apartment units and townhouse units.
2. The Developer agrees to submit for approval by the Town, prior to
commencing any work on the subdivision, the following plans, each
meeting the requirements in accordance with the minimum requirements,
standards and specifications as prescribed in the Standard Specifications
for Developers of Rothesay Subdivision By-law No. 4-10;
 - i. Plan of Subdivision prepared by a person registered to practice land
surveying in the Province of New Brunswick;
 - ii. a letter of engagement from the project engineer retained by the
Developer to design the proposed works, along with engineering design
drawings for all municipal services as specified herein; and
 - iii. a Storm Water Management Plan prepared in accordance with
**Schedule "D" – Stormwater Standards of Rothesay Zoning By-law No.
02-10.**

3. The Developer expressly agrees and understands that notwithstanding any provision of the Town's Building By-laws or any statutory by-law or regulatory provision to the contrary, the Building Inspector shall not issue a building permit to the Developer for work directly connected with the development of the Lands, nor shall the Developer be entitled to such a permit unless and until the Developer deposits with the Town an Irrevocable Letter of Credit from a Canadian Chartered Financial Institution or other security acceptable to the Town:
 - a) Valued at 50% of the cost of construction to execute the work approved by the Engineer pursuant to this agreement; and
 - b) containing a provision that upon the expiration of a thirty-six (36) month term it be renewed and extended (with appropriate amendments to reduce the sum to an amount sufficient to recover the remaining work) from year to year until such time as the Town has accepted "final completion" of the work mentioned in this agreement, by resolution of the Town Council.

SCHEDULES

4. The Developer shall 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 as follows:

- Schedule A [Revised](#) Conceptual Site Plan
- Schedule B Architectural Design Concept Building Elevations [Revised for Lot 2](#)
- Schedule C Proposed Public Road Extension
- Schedule D Typical Residential Street Cross Section
- Schedule E Typical Traffic Circle Plan and Section

Development

5. Except as otherwise provided for herein, the development, subdivision and use of the Lands shall comply with the requirements of the Rothesay Zoning By-law 2-10 and Subdivision By-law 4-10, as may be amended from time to time.
 - a) The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with this Agreement.
 - b) Maximum density shall not exceed ~~12444~~ residential units comprised of the following:
 - i. ~~109~~ apartments units as per the [schedules attached Multi-Unit Residential \(R4\)-zone](#)
 - ii. townhouse units as per the Attached Residential (R3) Zone

Architectural Guidelines

6. The Developer agrees that an objective of this development is to provide an aesthetically pleasing streetscape which exhibits a complementary variety of houses types and architectural designs. The Developer agrees to ensure the following:
 - i. The architectural design of the buildings shall be, in the opinion of the Development Officer, generally in conformance with **Schedule B**.
 - ii. Building plans shall have similar features, such as roof lines, facade articulation (projections/recesses), fenestration, primary exterior

wall colour or materials or roof colour, etc.

- iii. Building façades shall be designed so that windows and doors are prominent features with a variety in setbacks and projections to provide visual interest along the streetscape they front.
- iv. Attached Residential (R3) dwellings shall be designed so that garages do not dominate the width of the front façade and do not project past the front building wall of the residential dwelling.
- v. Street facing façade walls of Multi-Unit Residential (R4) buildings shall incorporate brick, cast stone, stone or other high quality, long-lasting masonry material over a 25% minimum percentage of surface area.

Land for Public Purposes

~~6-7. The Town agrees to accept an amount no less than ten percent (10%) of the subdivision area, exclusive of the public street, the parcel identified as "Land for Public Purposes" as so indicated (PID) on the tentative approved plan of subdivision.~~

~~7-8. As a as a condition of subdivision approval the Development Officer, in consultation with the Director of Recreation, shall specify to the Developer the degree of land preparation that may be necessary to be completed by the developer prior to dedication of Land for Public Purposes to the Town.~~

~~8 The Town agrees to credit the Developer for the value of such land preparation that may be necessary toward the Land for Public Purposes subdivision requirements.~~

Tenant Selection

9 The Town and the Developer agree that prior to Final Occupancy the parties SHALL enter into a Memorandum of Understanding (MOU) regarding the preference for the selection of tenants for the affordable housing and Universal Design Barrier-Free Apartments units that reflects a mutual commitment to housing low to moderate income people and persons with disabilities. The intent will be to have a mechanism where the preference for low to moderate income people and persons with disabilities is enabled for the affordable housing units and Universal Design Barrier-Free units. Under no circumstances, will the Developer be limited to marketing the units to the general public to maintain occupancy. This MOU would govern if the proposed project were not under the jurisdiction of a CMHC financing program that supports affordable housing or a provincial program for affordable housing.

Affordable Housing

10. 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 eight (8) 'affordable' 2 bedroom apartment units with similar finishes for flooring, trim, bathrooms, paint and kitchen cabinets as the market rental units, with a Base Monthly Rental Rate at or below 30% of the Median Total Income of Lone-Parent economic families in the published 2015 Statistic Canada data, being \$53,376, in Rothesay.

11. The Developer further agrees that once the base rents for the affordable 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.

12. 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.
13. 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.
14. 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 8) or any other violation of any material term of the affordability principles shall constitute a default under this Agreement.
15. 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 117. The Developer agrees to pay interest on any balance in arrears at the rate of 1.25% percent per month compounded monthly.
16. 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. Where no such program is in effect, this agreement shall prevail.
17. 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.

Municipal Infrastructure

- ~~9-18.~~ The Developer shall be responsible for securing all applicable approvals associated with the onsite and offsite servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by laws, standards, policies, and regulations of the Town and other approval agencies.
- i. The Developer expressly agrees and understands that they are responsible to furnish the entire project with Rothesay approved infrastructure as required herein, and where identified on Schedules to this Agreement.

Municipal Streets

- ~~10-19.~~ The Developer shall carry out, subject to inspection and approval by Town representatives, and pay for the entire actual cost of an extension of Dobbin Street through Salmon Crescent ending at Clark Road as shown on **Schedule C** including all of the following:
- a) surveying and staking of lots and streets;
 - b) rough grading of streets to profiles approved by the Town;
 - c) fine grading of streets to profiles approved by the Town;
 - d) hard surfacing of the streets and sidewalks as shown the attached Town specification cross section **Schedule D** (Typical Residential Street Figure 335A) and approved in writing by the Town Engineer, before final hard surfacing may be installed;
 - e) hard surfacing of a traffic circle including a raised circular island constructed in the centre of Dobbin Street as shown in the attached Town specification **Schedule E** (Typical Traffic Circle Plan and Section) and approved in writing by the Town Engineer, before final

- hard surfacing may be installed;
- f) engineering design and inspection of those works referred to in clauses b), c) d), and e) of this section; and
 - g) supply and maintenance for a period of one (1) year the topsoil, sod, landscaping and the planting of street trees located every 10 meters, or an equivalent number planted in locations approved by the Town, along the length of the public road right-of-way where trees are as follows:
 - a. Not smaller than six centimetres (100mm) in diameter measured at a point being 2 meters above the root ball such trees species as approved by the Town.

~~14-20~~ Upon the request of the Town Engineer the Developer agrees to provide progress reports from an engineer qualified to practice in New Brunswick that the work done and materials provided herein are in accordance with this Agreement and approved specifications and a final certificate to the Town when the work has been completed.

~~12-21~~ The Town shall supply street name signs and traffic signs to the Developer. The Developer is responsible for the full cost of the signs, including HST, plus a ten percent (10%) administration fee.

~~13-22~~ Town Council reserves the right to assign appropriate street names through a resolution of Council, notwithstanding that the names may not coincide with those shown on the filed subdivision plan.

~~14-23~~ All items following acceptance of delivery on site by the Developer shall become the responsibility of the Developer against their accidental breakage or vandalism until the completed works are accepted by the Town.

~~16-24~~ The Developer agrees that it will not commence construction of any dwelling and no building permit will be issued by the Town for any such dwelling until such time as the street, which provides the normal access, to each dwelling, has been constructed to Town standards as specified by the Town and is ready for hard surfacing at least beyond the point which shall be used as the normal entrance of the driveway to service such dwelling.

Storm Water Management System

~~16-25~~ The Developer agrees to submit for approval by the Town, prior to commencing any work on the development, a storm water management plan, meeting the requirements as described in the Specifications for Developer and the Zoning By-law.

~~17-26~~ The Developer, at their cost, will restore the public road for the entire frontage of this development to the satisfaction of the Town Engineer following installation of the required services.

~~18-27~~ The Developer shall carry out, ensuring compliance with Town By-laws and Municipal Plan and subject to inspection and approval by Town representatives, and pay for the entire actual costs of the installation of a storm water management system which will result in a zero net increase of storm water runoff to the Town system. The Developer will be responsible for the costs of the following:

- (a) Construction, to Town Standards, of a storm water control system including pipes, fittings, precast sections for manholes and catch basins capable of removing surface water, to a predetermined location selected by the Developer's Engineer and approved by the Town Engineer, from the entire developed portion of the lands as well as top soil and hydro-seeding of shoulders of roadways; and
- (b) provide and grant to the Town, its successors and assigns, unencumbered easements, in the form customarily used by the

Town, which the Town might deem necessary to adequately provide for the operation and maintenance of the storm water control system.

~~19-28.~~ The Developer agrees to submit for approval by the Town, prior to commencing any work on the storm water control system, such plans required by the Town, each plan meeting the requirements as described in the Specifications for Developers.

~~20-29.~~ The written certification of the Town Engineer that the construction of the said storm water control system has been satisfactorily completed and constructed in accordance with the Specifications for Developers is required prior to any construction of any buildings on the Lands pursuant to the specific proposal under this Agreement.

Water Supply

~~24-30.~~ The Town agrees to supply potable water for the purposes and for those purposes only for residential development and for minor purposes incidental thereto and for no other purposes whatsoever.

~~22-31.~~ The Developer agrees that the water supply shall not be used to service any water-to-air heat pump or exchanger and that there shall be no inter-connection with domestic wells.

~~23-32.~~ The Developer agrees to provide and grant to the Town, its successors and assigns, unencumbered easements, in the form customarily used by the Town, which the Town might deem necessary to adequately provide for the operation and maintenance of the water supply system including the water service laterals and fire hydrants.

~~24-33.~~ In addition to and notwithstanding the payments committed elsewhere in this agreement the Developer agrees to pay the Town the sum of \$1500 as a connection fee for each residential unit, plus the application fee of \$100, or an amount pursuant to the applicable By-law as may be amended from time to time, to the Town water system calculated in the manner set out by by-law, shall be paid to the Town on issuance of each building permit.

~~26-34.~~ The Town does not guarantee and nothing in this Agreement shall be deemed to be a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. The Town shall not be liable to the Developer or to any person, firm or corporation for any damage or injury caused by the interruption of the supply of water, the lack of uniform pressure thereof or the quality of water. Further the Developer agrees to the following:

~~(b)a.~~ ~~The Developer agrees~~ that a separate water meter shall be installed, at his expense, for each connection made to the Town Water System.

~~(c)b.~~ ~~The Developer agrees~~ that the Town Council may terminate the Developer's connection to the Town water system in the event that the Town finds that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion.

~~26-35.~~ It is expressly agreed and understood that all connections to the Town water mains shall be approved and inspected prior to backfilling by the Town Engineer or such other person as is designated by the Town and shall occur at the sole expense of the Developer. Operation of valves is not permitted by anyone other than the Town Engineer or designate.

~~27-36.~~ The written certification of a Professional Engineer, licenced to practice in the Province of New Brunswick that the connection of service laterals and the connection to the existing town water supply has been satisfactorily completed and constructed in accordance with the Specifications for Developers is required prior to the occupation of any buildings or portions thereof. The connection must be inspected prior to

backfilling or the Developer will be required to excavate at no cost to the Town.

Sanitary Sewer System

28-37. In addition to and notwithstanding the payments committed elsewhere in this agreement the Developer agrees to pay the Town the sum of \$1000 as a connection fee for each residential unit, plus the application fee of \$100, or an amount pursuant to the applicable By-law as may be amended from time to time, to the Town sanitary sewer system calculated in the manner set out by by-law, shall be paid to the Town on issuance of each building permit.

28-38. The Developer shall carry out, ensuring compliance with Town By-laws and Municipal Plan and subject to inspection and approval by Town representatives, and pay for the entire actual costs of the following:

- a) Engineering design, supply, installation, inspection and construction of all service lateral or laterals necessary to connect to the existing sanitary sewer system inclusive of all pipes, laterals, fittings, and precast concrete units. The Developer shall connect to the existing sanitary sewer system at a point to be determined by the Town Engineer.
- b) Providing and granting to the Town, its successors and assigns, unencumbered easements, in the form customarily used by the Town, which the Town might deem necessary to adequately provide for the operation and maintenance of the sanitary sewer inclusive of all pipes, laterals, fittings and precast concrete units crossing the Lands of the Developer.
- c) 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 Specifications for Developers (hereinafter referred to as the "Specifications for Developers").

30-39. It is expressly agreed and understood 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.

Site Development

31-40. The Developer shall develop the site in accordance with **Schedule A**.

32-41. The Developer shall install lighting on the building to provide clear illumination to the building 9-1-1 number which shall be placed on each building facing the driveway.

33-42. The Developer shall maintain, at its own expense, the Lands, buildings or structures shown on the site plan in a condition appropriate to the area in which it is located, such determination to be made in accordance with standards prescribed by the Town.

34-43. The Developer expressly agrees and understands that notwithstanding any provision of the Town's Building By-Laws or any statutory by-law or regulatory provision to the contrary, the Building Inspector shall not issue a building permit to the Property Owner for work directly connected with the development of the Lands, nor shall the Property Owner be entitled to such a permit unless and until the Development Officer has approved the Site Plan submitted as part of the Development Permit process illustrating the precise size, location and

configuration of the proposed buildings.

~~36-44~~ The Developer shall maintain a treed buffer of no less than 2m at the rear of each lot. In the event the buffer is disturbed, it shall be replaced with appropriate vegetation which creates a visual barrier to the satisfaction of the Town.

Retaining Walls

~~36-45~~ The Developer agrees that the use of gabion basket retaining walls is not appropriate and will not be used for erosion protection or slope stability for the development.

~~37-46~~ Any retaining walls required on the site will be designed by a Professional Engineer, licensed to practice in the Province of New Brunswick and any over four feet in height will require a Building Permit and a fence along the top of the wall.

Indemnification

~~38-47~~ The Developer does hereby indemnify and save harmless the Town from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with the Town prior to the commencement of any work hereunder a certificate of insurance naming the Town as co-insured evidencing a policy of comprehensive general liability coverage on "an occurrence basis" and containing a cross-liability clause which policy has a limit of not less than Two Million Dollars (\$2,000,000.⁰⁰). The aforesaid certificate must provide that the coverage shall stay in force and not be amended, cancelled or allowed to lapse within thirty (30) days prior to notice in writing being given to the Town. The aforesaid insurance coverage must remain in full force and effect during the period available to the Developer pursuant to this agreement to complete the work set out as described in this Agreement.

Notice

~~39-48~~ 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 ~~J.P.J. ENTERPRISES LTD 24 ROBINSON STREET, ROTHESAY, NB, E2E 4X4~~ A.E. MacKay Builders Ltd, 380 Model Farm Road, Quispamsis, N.B. 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

~~40-49~~ The Developer agrees to be bound by and to act in accordance with the By-laws of the Town and such other laws and regulations that apply or may apply in future to the site and to activities carried out thereon.

Termination

~~41-50~~ 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 satisfactorily such that the written certifications contemplated in this agreement could reasonably be issued ~~within sixty (60) months of the execution of this Agreement~~ by January 1, 2029.

~~42-51~~ If the Town terminates this Agreement, the Developer agrees that the Town may call the Letter of Credit described herein and apply the proceeds to the cost of completing the work or portions thereof as outlined

in the agreement. If there are amounts remaining after the completion of the work in accordance with this agreement, the remainder of the proceeds shall be returned to the Institution issuing the Letter of Credit. If the proceeds of the Letter of Credit are insufficient to compensate the Town for the costs of completing the work mentioned in this agreement, the Developer shall promptly on receipt of an invoice pay to the Town the amounts required to complete the work.

Entire Agreement

~~43-52.~~ This Agreement contains the whole agreement between the parties hereto and supersedes any prior agreement as regards the lands outlined in the plan hereto annexed.

Severability

~~44-53.~~ If any paragraph or part of this agreement is found to be illegal or beyond the power 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

~~46-54.~~ Both parties agree to act reasonably in connection with any matter, action, decision, comment or approval required or contemplated under this Agreement.

Registration

~~46-55.~~ A copy of this Agreement and every amendment and/or discharge of this Agreement shall be recorded at the Land Registry Office, in Hampton, New Brunswick and the Developer shall incur all costs in recording such documents.

Subsequent Owners

~~47-56.~~ This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which is the subject of this Agreement until this Agreement is discharged by Council.

~~48-57.~~ Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

IN WITNESS HEREOF the parties have duly executed these presents the day and year first above written.

Date: _____, ~~2024~~202415

Witness:
Builders Ltd.

~~J. P. J. Enterprises~~ A E MacKay

Director

Witness:

Rothesay:

Dobbin Street Agreement – A.E. MacKay et al

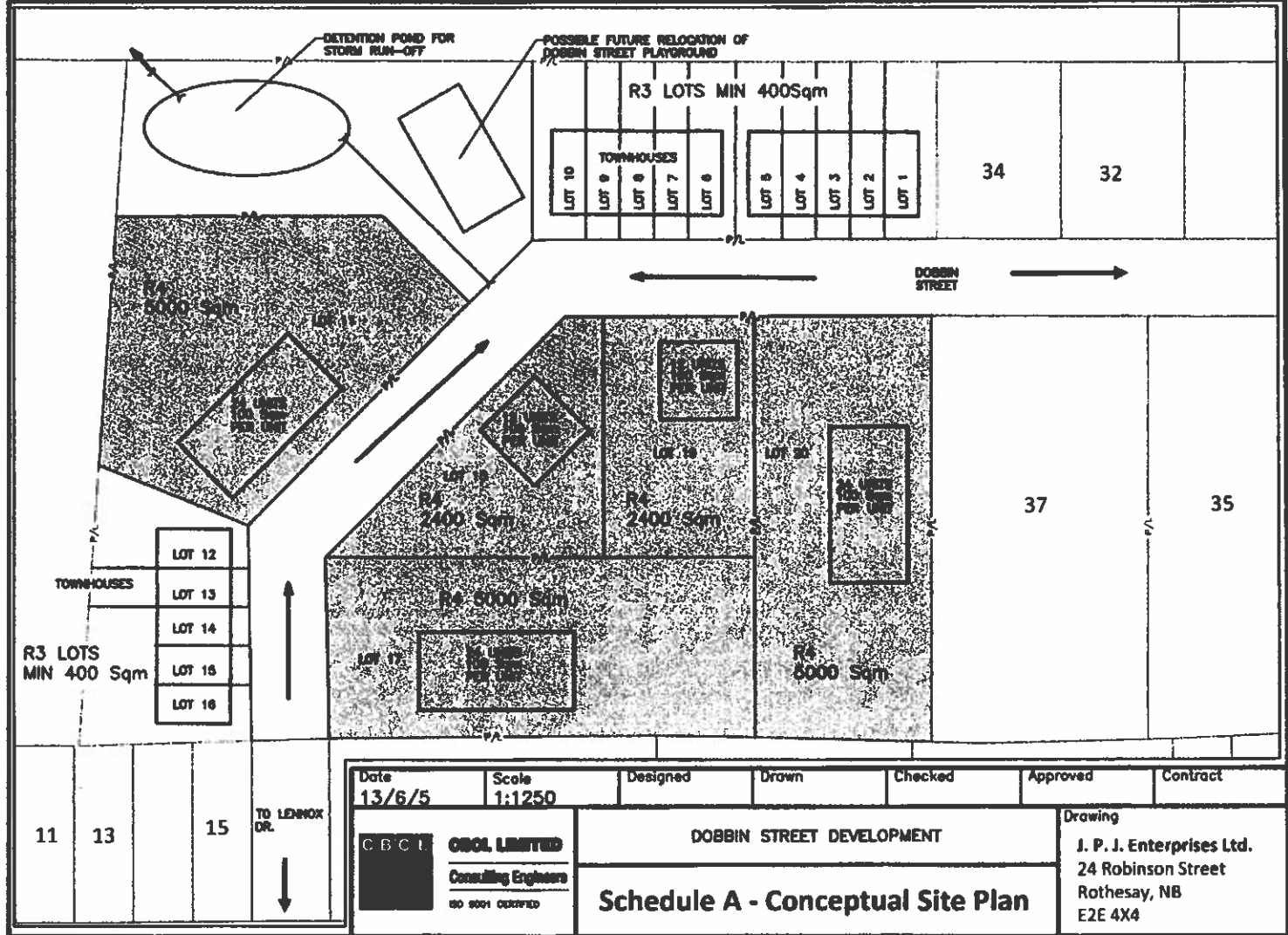
Mayor

Clerk

SCHEDULES

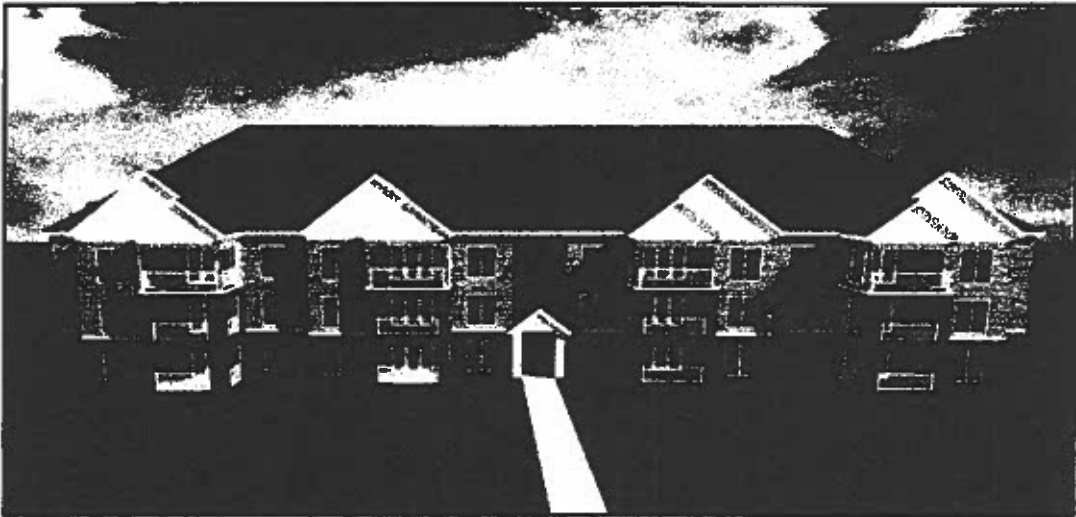
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[30354948](#); [30354955](#); [30354963](#); [30354971](#);
[30354989](#); [30354997](#); [30355002](#); [30355010](#);
[30355028](#); [30355036](#); [30355044](#)





SCHEDULE B
Proposed Apartment Building Concept Renderings





SCHEDULE B
Proposed Town Home Concept Renderings



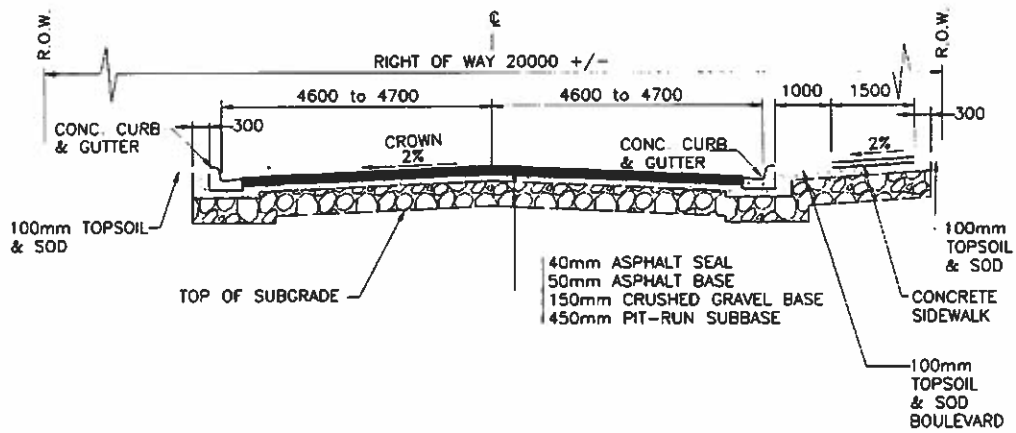


Schedule C
Dobbin Street Extension to Clark Road

Date: 29/07/2013



Schedule D - Typical Residential Street Cross Section



- NOTES:**
 1. ALL DIMENSIONS ARE IN MILLIMETRES.
 2. SEE FIGURE 320 FOR CONCRETE CURB AND GUTTER DETAIL.



**TOWN OF ROTHESAY
 STANDARD MUNICIPAL
 STANDARD SPECIFICATION**

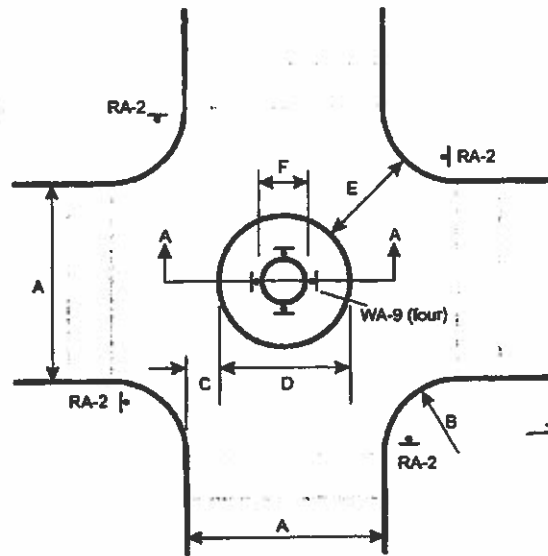
**TYPICAL RESIDENTIAL
 STREET
 CURB & GUTTER and SIDEWALK WITH
 BOULEVARD**

SCALE:	NTS	REVISION:	1
DWN BY:	KMJ/JGL	DATE:	JULY 11, 2013

Schedule D

FIGURE:
335A

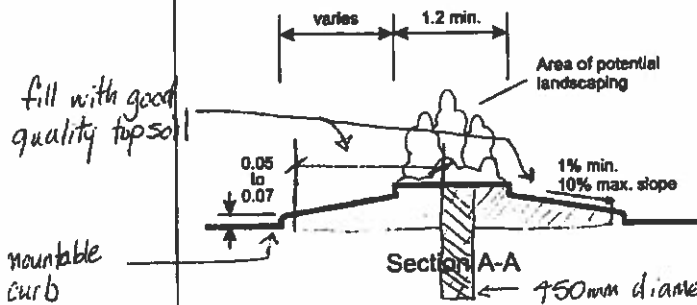
FIGURE 4.10 TRAFFIC CIRCLE



Sign Descriptions:
 RA-2 Yield
 WA-9 Chevron Alignment

A Roadway Width	B Curb Return Radius	C Off-Set Distance	D Circle Diameter	E Minimum Opening Width
6.0	4.7 5.3 6.9 8.1	1.7 1.6 1.4 1.2	2.6 2.8 3.2 3.6	4.9 5.0 5.5 5.8
7.0	4.2 4.8 6.4 7.6	1.7 1.6 1.4 1.2	3.6 3.8 4.2 4.6	4.9 5.0 5.5 5.9
8.0	3.7 4.3 5.9 7.3	1.7 1.6 1.4 1.2	4.6 4.8 5.2 5.6	4.9 5.0 5.5 5.9
9.0	3.2 3.8 5.4 6.6 7.6	1.7 1.6 1.4 1.2 1.0	5.6 5.8 6.2 6.6 7.0	4.9 5.0 5.5 6.8 6.0
10.0	3.0 3.3 4.9 6.1 6.9	1.7 1.6 1.4 1.2 1.0	6.6 6.8 7.2 7.6 8.0	5.0 5.0 5.5 5.8 5.9
11.0	3.4 3.6 5.6 6.8	1.5 1.4 1.2 1.0	8.0 8.2 8.6 9.0	5.2 5.2 5.8 6.1
12.0	3.0 3.9 5.1 6.3	1.5 1.4 1.2 1.0	9.0 9.2 9.6 10.0	5.2 5.5 5.8 6.1

**Schedule E
 Typical Traffic Circle Plan and Section**



- Legend:**
- A Roadway Width
 - B Curb Return Radius (3.0 m min)
 - C Off-Set Distance (1.7 m max.)
 - D Circle Diameter
 - E Opening Width (See table above)
 - F Raised Island Diameter (1.2 m min.)
- Minimum opening width to be provided to all crosswalks.
 - A deflection triangle painted on the pavement on each approach to the traffic circle may be appropriate.

All dimensions are in metres unless otherwise noted.

NOT TO SCALE