



**ROTHESAY**  
PUBLIC HEARING AGENDA  
*Immediately following a public hearing*  
**Monday, January 29, 2024**  
Common Room, Rothesay Town Hall



**Public access to the Live stream will be available online:**  
**[PUBLIC HEARING LIVESTREAM](#)**

**PUBLIC HEARING –Development Agreement amendments**  
Dobbin Street PIDs 30354955 and 30354963

1. **CALL TO ORDER** Instructions
2. **PUBLIC HEARING**  
**Documentation**  
10 January 2024 Memorandum prepared by Town Clerk Banks (public notices)  
9 January 2024 *Community Planning Act*, Section 111 notice to website/Town Hall  
  
DRAFT Amended Development Agreement  
  
4 January 2024 Recommendation from Planning Advisory Committee (PAC)  
29 December 2023 Staff Report to Planning Advisory Committee  
  
**Appearances/Presentations:**  
Presentation: Rick Turner/Andrew McKay  
  
Presentation: John Jarvie, MCIP RPP, Town Manager  
Director of Planning/Development Services  
  
Appearances: n/a  
  
Comments: 3 Dobbin Street
3. **ADJOURNMENT**



# ROTHESAY

## MEMORANDUM



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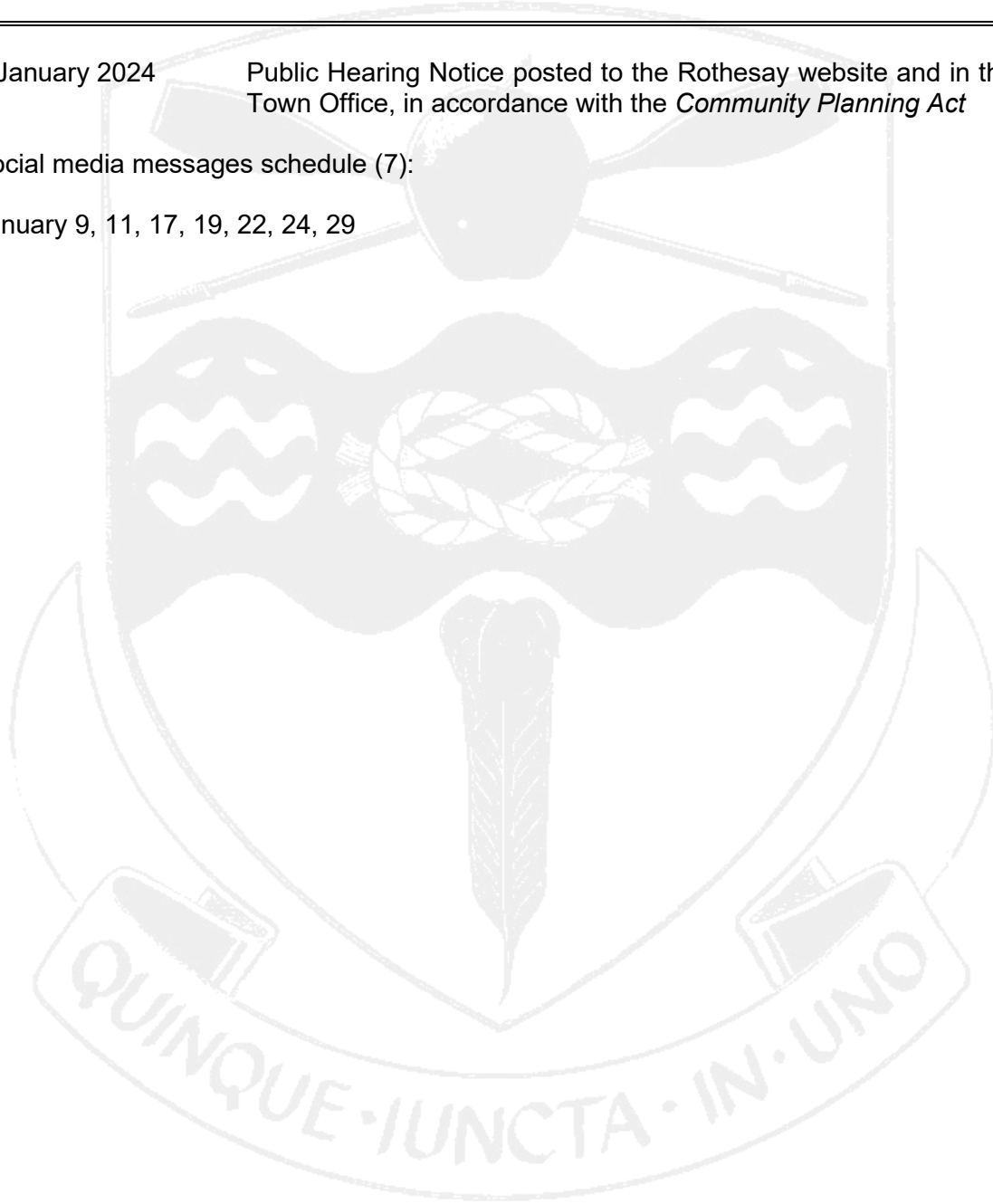
TO : Mayor and Council  
FROM : Town Clerk Mary Jane Banks  
DATE : 10 January 2024  
RE : Social media messages for Dobbin Street Development  
Agreement amendments  
PIDs 30354955 and 30354963

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9 January 2024 Public Hearing Notice posted to the Rothesay website and in the Town Office, in accordance with the *Community Planning Act*

Social media messages schedule (7):

January 9, 11, 17, 19, 22, 24, 29





# ROTHESAY



The Public Hearing will be held **in-person** on **Monday, January 29, 2024 immediately following a public hearing (commencing at 6:00 p.m.)** in the Common Room, Rothesay Town Hall, 70 Hampton Road. You can watch the livestream at <https://www.youtube.com/user/RothesayNB> and the agenda will be available online the day of the hearing at <https://www.rothesay.ca/town-hall/agendas/>.

Written objections to the proposed amendment will be received by the undersigned until **12 noon on Wednesday, January 24, 2024** and will be provided to Council for the public hearing.

Anyone wishing to **speak at the Public Hearing may register** with the Clerk's office **no later than Wednesday, January 24, 2024 at 12 NOON**. Please contact the Clerk's office at 848-6600 or [Rothesay@rothesay.ca](mailto:Rothesay@rothesay.ca) for more information.

The following documentation is available online and can also be reviewed at the Town Office, 70 Hampton Road, Rothesay, NB Monday to Friday 8:15 am – 12 noon and 1:15 – 4:30 pm (closed between 12 noon and 1 pm), exclusive of civic holidays:

29 December 2023    Staff Report to the Planning Advisory Committee  
DRAFT                    Amended Development Agreement

The Agenda package for the January 29<sup>th</sup> public hearing will be available here on the day of the hearing: <https://www.rothesay.ca/town-hall/agendas/>

Please note that all records in the custody or under the 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 and may be subject to disclosure. Records may be shared with internal departments, Council, external agencies or released at a Town committee meeting, which may be public. Any questions regarding the collection of this information can be directed to the Rothesay Town Clerk.

Mary Jane E. Banks, BComm  
Town Clerk – Rothesay



## 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:

**A. E. McKay Builders Ltd.**  
**Andrew E. McKay**  
**Cathy J. McKay**

all of

380 Model Farm Road  
Quispamsis, NB  
E2G 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 located on Dobbinst 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 entered into an Agreement for the development of multi-unit apartment buildings and town homes located off a new public street as an extension of Dobbinst 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 124 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

Dobbin Street Agreement – A.E. McKay et al

- 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 or replaced 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 124 residential units comprised of the following:
    - i. 109 apartments units as per the schedules attached
    - ii. 15 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. The Town agrees to accept, the parcel identified as “Land for Public Purposes” (PID 30355036 ) on the approved plan of subdivision.
7. 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.

### **Tenant Selection**

8. 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**

9. 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 nine (9) ‘affordable’ two 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 2020 Statistics Canada data, being \$54,400, in Rothesay.
10. 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.
11. 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.

12. 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.
13. 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.
14. 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 107. The Developer agrees to pay interest on any balance in arrears at the rate of 1.25% percent per month compounded monthly.
15. 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.
16. 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. 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 laws, standards, policies, and regulations of the Town and other approval agencies. 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. 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 to Salmon Crescent 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) the construction of a sidewalk to Rothesay standards from the intersection of Dobbin and Lennox along Lennox to join the existing sidewalk at civic number 19 Lennox;
  - g) engineering design and inspection of those works referred to in clauses b), c) d), and e) of this section; and



Dobbin Street Agreement – A.E. McKay et al

- h) 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.
- 11. 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. 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. 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. 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.
- 15. 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. 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. 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. 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. 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. 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**

21. 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. 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. 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. 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.
25. 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:
  - a. that a separate water meter shall be installed, at his expense, for each connection made to the Town Water System.
  - b. 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. 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. 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. 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.

29. 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. 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. The Developer shall develop the site in accordance with **Schedule A**.
32. 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. 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. 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.
35. 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. 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. 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. The Developer does hereby indemnify and save harmless the Town from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with the Town prior to the commencement of any work hereunder a certificate of insurance naming the Town as co-insured evidencing a policy of comprehensive general liability coverage on “an occurrence basis” and containing a cross-liability clause which policy has a limit of not less than Two Million Dollars (\$2,000,000.<sup>00</sup>). The aforesaid certificate must provide that the coverage shall stay in force and not be amended, 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. 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 A.E. MackKay 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. 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. 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 by January 1, 2029.
42. 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.



Dobbin Street Agreement – A.E. McKay et al

**Entire Agreement**

43. 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. 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**

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

**Registration**

46. 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. 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. 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

Witness:

A.E. MacKay Builders Ltd.

\_\_\_\_\_

\_\_\_\_\_  
Director

Witness:

Rothesay:

\_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_

\_\_\_\_\_  
Clerk

# SCHEDULES

~~INSERT A-E and DELETE this PageA~~

30354948; 30354955; 30354963; 30354971;  
30354989; 30354997; 30355002; 30355010;  
30355028; 30355036; 30355044











Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Patrick J. Shea
J.P.J. Enterprises Ltd.
24 Robinson Street
Rothesay, NB
E2E 4X4

Office Held by Deponent: Director

Corporation: J.P.J. Enterprises Ltd.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: \_\_\_\_\_, 2015.

I, Patrick J. Shea, the deponent, make oath and say:

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

DECLARED TO at Rothesay,
in the County of Kings,
and Province of New Brunswick,
This \_\_\_ day of \_\_\_\_\_, 2015.

BEFORE ME:
Commissioner of Oaths

Patrick J. Shea

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: WILLIAM J. BISHOP

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: \_\_\_\_\_, 2015.

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

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

DECLARED TO at town of
Rothesay, in the County of Kings, )
and Province of New Brunswick, )
This \_\_\_ day of \_\_\_\_\_, 2015. )

BEFORE ME: )
)
)
)
Commissioner of Oaths )

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





2024January29 DobbinSt/LennoxDr PublicHearingFINAL\_021

# ROTHERSEY

## MEMORANDUM



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TO : Mayor and Council  
FROM : Town Clerk Banks  
DATE : 4 January 2024  
RE : Dobbin Street (PIDs 30354955 & 30354963)

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### Recommendation:

- Council schedule a Public Hearing for **Monday, January 29, 2024 immediately following a public hearing at 6:00 p.m.**, in accordance with the *Community Planning Act*, SNB 2017 c 19, to consider amending the development agreement of the Dobbin Street property particularly with respect to Lot 2 (PID 30354955) and Lot 3 (30354963); and Council consider amending the development agreement registered as document 34727207 to increase the total unit count by 13.

### Background:

The Planning Advisory Committee discussed the following motion at its regular meeting on Tuesday, January 2, 2024:

**MOVED** ... and seconded ... the Planning Advisory Committee recommend 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 Council consider amending the development agreement registered as document 34727207 to increase the total unit count by 13.

**CARRIED.**



**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

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

|                           |  |
|---------------------------|--|
| <b>Lot Size</b>           | <p>Lot 2 (PID 30354955) is 9400m<sup>2</sup> (2.32 acres) (A boundary adjustment is to be made with Lot 1. The current R4 zone requires 200 m<sup>2</sup> 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 m<sup>2</sup> (1.45 acres). The R4 zone requires 200m<sup>2</sup> of lot area per apartment unit. At that density 29 units meets the existing zoning by-law requirements.</p>   |
| <b>Setbacks</b>           | <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>   |
| <b>Parking</b>            | <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>  |
| <b>Building(s)</b>        | <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>  |
| <b>Area Compatibility</b> | <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>   |
| <b>Density</b>            | <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>   |
| <b>Storm Water</b>        | <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"> <li>• Storm water treatment to trap suspended solids</li> <li>• Storm water treatment to control hydrocarbon discharge</li> <li>• Storm water discharge controls to match pre-development flows for all storm events (1 year to 100 year)</li> </ul> |
| <b>Landscaping</b>        | <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

0 12.5 25 50 75 100  
Metres





**Zoning**

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



**Map 3 - Zoning Map**







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: _____ |
|---------------------------|----------------------|------------|

### Contact Information:

|                       |                                   |                       |   |
|-----------------------|-----------------------------------|-----------------------|---|
| <b>Applicant:</b>     | A. E. McKay Builders Ltd          | <b>Owner:</b>         | A. E. McKay Builders and Andrew and Cathy McKay |
| <b>Mail. Address:</b> | 80 Model Farm Road, Quispamsis NB | <b>Mail. Address:</b> | 380 Model Farm Road, Quispamsis NB              |
| <b>Postal Code:</b>   | E2G 1L8                           | <b>Postal Code:</b>   | E2G 1L8   |
| <b>Home Phone:</b>    | _____                             | <b>Home Phone:</b>    | _____   |
| <b>Work Phone:</b>    | 506-849-9532                      | <b>Work Phone:</b>    | 506-849-9532                                    |
| <b>Cell Phone:</b>    | 506-644-8104                      | <b>Cell Phone:</b>    | 506-644-8104                                    |
| <b>Fax Number:</b>    | _____                             | <b>Fax Number:</b>    | _____   |
| <b>Email:</b>         | aemckaybuilders@gmail.com         | <b>Email:</b>         | 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) | Use (\$250)                             |
| Zoning By-law Amendment (\$1500)  | Variance(s) (\$250)                     |
| Dvript Agrmt Amendment (\$800)    | 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.

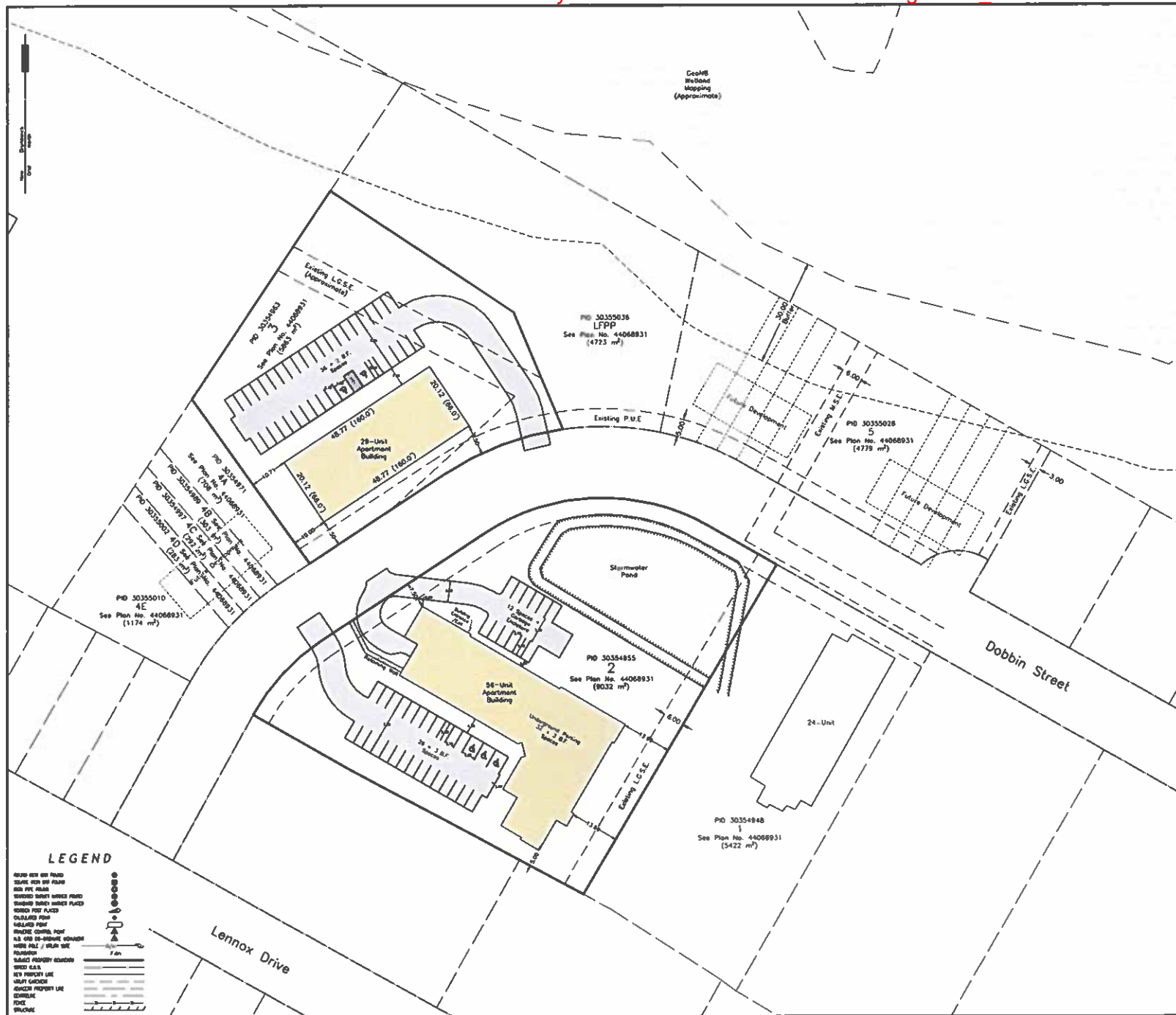
In keeping with Town Policy R-1 regarding Affordable Housing, the developer has approval from CMHC and is having financing approved. The next step is to move forward with the 56-unit building on Lot 2 early in 2024 subject to the 2015 Development Agreement being amended and approved. This will be followed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

Respectfully submitted.


**HUGHES SURVEYS & CONSULTANTS INC.**




Richard (Rick) Turner
















Key Plan Scale ----


  
 Area of Survey


- NOTES**
- Directions are New Brunswick Grid azimuths derived from tabulated N.B. coordinate survey monuments.
  - 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.
  - Area of survey outlined thus , peripheral information compiled from various sources.
  - All document and plan references refer to the Registry Office for Kings County of the Land Titles District of New Brunswick.
  - Field survey completed on ----.
  - 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.
  - Wetlands and their 30 metre buffers may be subject to Regulation 30-00 - Wetlands and Wetland Alteration Regulation - Clean Water Act.

**LEGEND**

-  40MM HIGH 600 PAVED
-  150MM HIGH 600 PAVED
-  200MM HIGH 600 PAVED
-  250MM HIGH 600 PAVED
-  300MM HIGH 600 PAVED
-  350MM HIGH 600 PAVED
-  400MM HIGH 600 PAVED
-  450MM HIGH 600 PAVED
-  500MM HIGH 600 PAVED
-  550MM HIGH 600 PAVED
-  600MM HIGH 600 PAVED
-  650MM HIGH 600 PAVED
-  700MM HIGH 600 PAVED

**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, 2023  
DATE

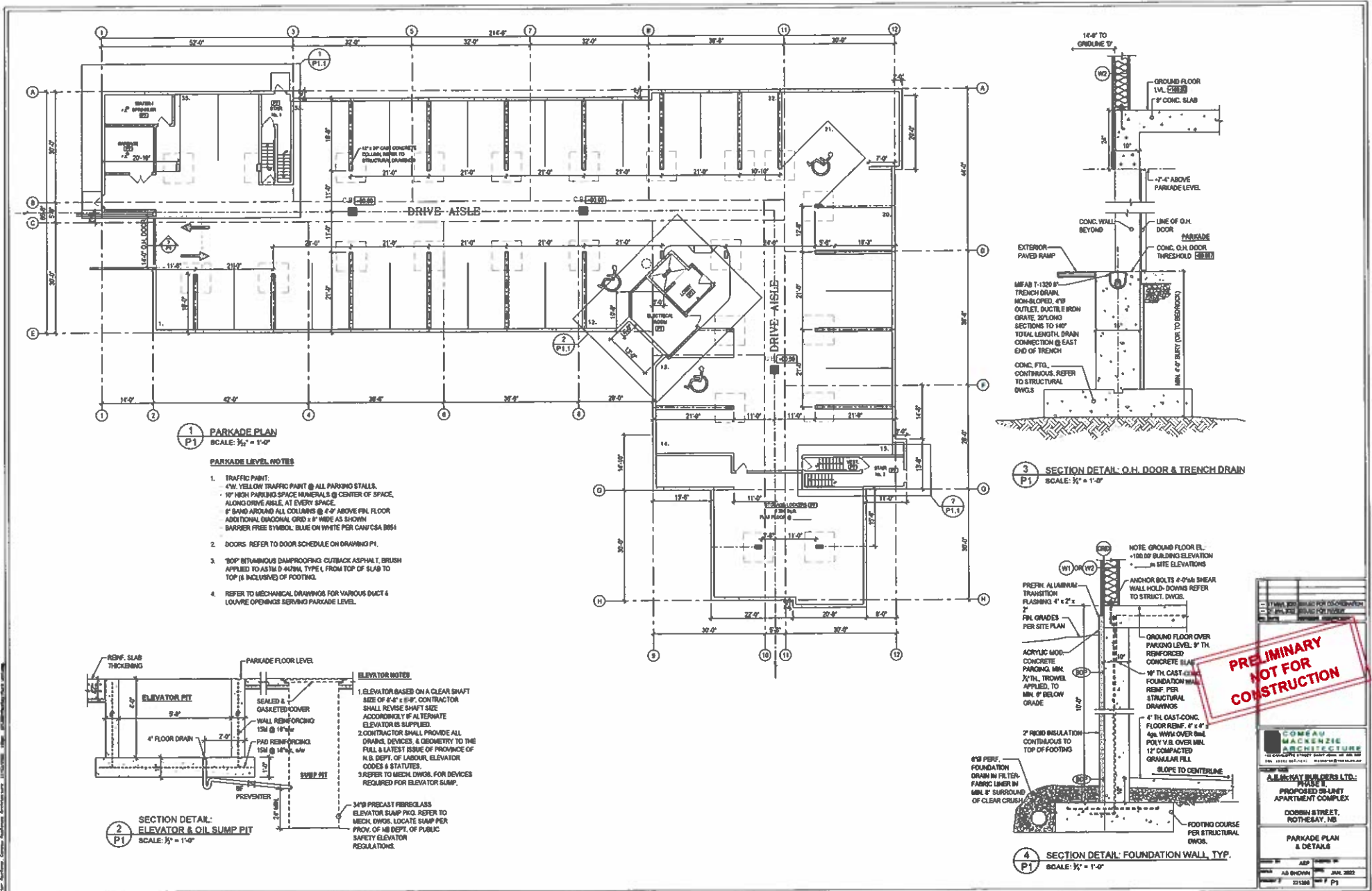
  
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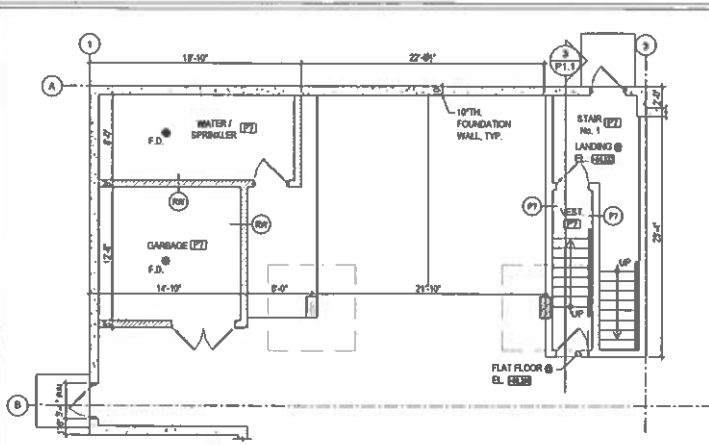
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| Proj. No. 2023589C | Dish No. _____  | Tram. _____    | Dish No. _____ |
| Drawn by M.C.B.    | Job No. 723-389 | Rev. No. _____ | Map Ref. _____ |



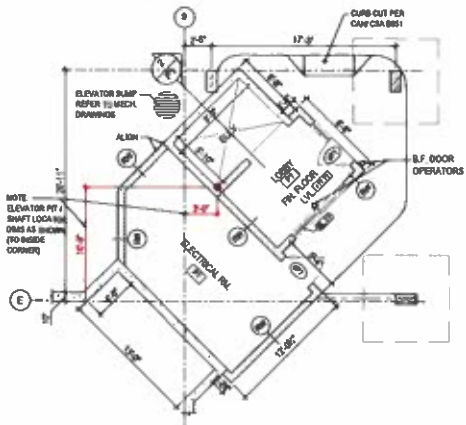




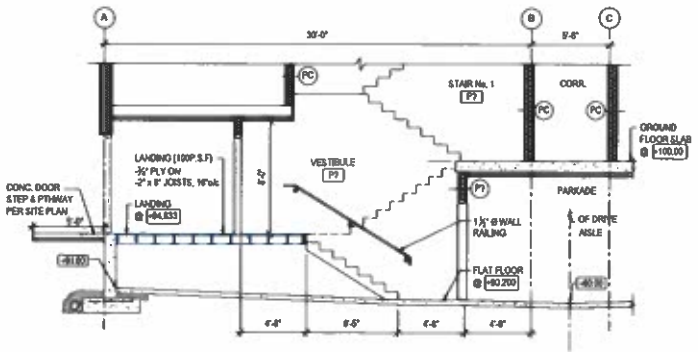




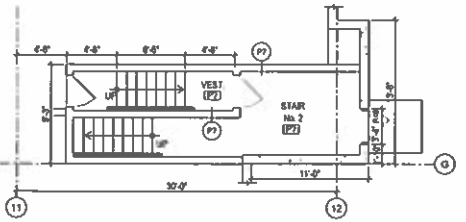
1 PLAN DETAIL: STAIR No.1, SPRINKLER RM. & GARBAGE  
SCALE: 3/8" = 1'-0"



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  
1100 WEST 2ND STREET, SUITE 200  
VANCOUVER, BC V6C 3K8  
TEL: 604.681.1111  
WWW.COMEAUARCHITECTURE.COM

ALASKAY BUILDERS LTD.  
PHASE II  
PROPOSED 36-UNIT  
APARTMENT COMPLEX  
DOBBIN STREET,  
ROTHERAY, AB

PARKADE LEVEL PLAN  
DETAILS & SECTIONS

|          |      |           |
|----------|------|-----------|
| DATE:    | APP: | REVISION: |
| AS SHOWN |      | JAN 2022  |
| 2022     | 2022 | P1.1      |



**WALL & PARTITION SCHEDULE**  
REFER ALSO TO STRUCTURAL DRAWINGS

| WALL / PARTITION TYPE                                  | 2019 NBC APPENDIX B TIME ASSIGNED | DESCRIPTION  | THICKNESS |
|--|-----------------------------------|--|-----------|
| 66) EXTERIOR WALL, TYP. (NON-COMBUSTIBLE SHEATHING)    | 20min                             | 1/2" OSB SHEATHING<br>2" RIGID INSULATION<br>2" x 4" W.D. STUDS<br>R22 BLOWN-IN INSULATION<br>4mil POLY V.B.<br>1/2" TYPE 'X' GWB  | 40mm      |
| 67) EXTERIOR FEATURE WALL (SIMULATED MASONRY CLADDING) | 40min                             | 1/2" FLY SHEATHING<br>2" RIGID INSULATION<br>2" x 4" W.D. STUDS<br>R22 BLOWN-IN INSUL.<br>4mil POLY V.B.<br>1/2" TYPE 'X' GWB  | 40mm      |
| 68) PARTY WALLS (SHEATHING)                            | 40min                             | 1/2" OSB SHEATHING (CONTINUOUS TO END OF SUBFLOOR OVER)<br>2" x 4" W.D. STUDS, 12" MAIN LV., 18" 2nd & 3rd LV. (DOUBLE TOP & BOTTOM PLATES)<br>1/2" MINERAL FIBRE BATT<br>1/4" AIR SPACE<br>2" x 4" W.D. STUDS, 12" MAIN LV., 18" 2nd & 3rd LV. (DOUBLE TOP & BOTTOM PLATES)<br>1/2" MINERAL FIBRE BATT<br>1/2" TYPE 'X' GWB | 150mm     |
| 69) CONCRETE PARTITION (NON-COMBUSTIBLE)               | 60min                             | 2-1/2" TYPE 'X' GWB, FIN. (CONV. SIDE)<br>1/2" RESILIENT CHANNEL, 1" oc.<br>2" x 4" W.D. STUDS, 18" oc. (DOUBLE TOP & BOTTOM PLATES @ ALL LEVELS)<br>1/2" MINERAL FIBRE BATT<br>1/2" TYPE 'X' GWB, FIN. (UNIT SIDE)  | 150mm     |
| 70) ELEVATOR SHAFT WALL (ABOVE GROUND FLOOR)           | 40min                             | 1/2" TYPE 'X' GWB (INSIDE SHAFT)<br>1/2" FLY, 2" x 4" W.D. STUD, 18" oc.<br>1/2" BATT INSULATION<br>1/2" RESILIENT CHANNEL, 1" oc.<br>1/2" TYPE 'X' GWB, FIN.  | 40mm      |
| 71) COMMON UNIT INTERIOR (NON-COMBUSTIBLE)             | 15min                             | 1/2" G.W.B. EA. SIDE, FIN.<br>2" x 4" W.D. STUD, 18" oc.   | 15mm      |
| 72) LAMP ROOM PARTITION (WITHIN CLOSET & BATH)         | 40min                             | 1/2" TYPE 'X' G.W.B. FIN.<br>2" x 4" W.D. STUDS,<br>12" MAIN LV., 18" 2nd & 3rd LV. (DOUBLE TOP & BOT. PLATES)<br>1/2" TYPE 'X' G.W.B. FIN.  | 40mm      |
| 73) ELEV. SHAFT WALL (BELOW GROUND FLOOR)              | 40min                             | 1/2" TYPE 'X' G.W.B. FIN.<br>2" x 4" W.D. STUDS,<br>12" MAIN LV., 18" 2nd & 3rd LV. (DOUBLE TOP & BOT. PLATES)<br>1/2" TYPE 'X' G.W.B. FIN.  | 40mm      |
| 74) RATED PARTITION (WITHIN WOODFRAME AREAS)           | 40min                             | 1/2" TYPE 'X' G.W.B. FIN.<br>2" x 4" WOOD STUD, 18" oc.<br>1/2" TYPE 'X' G.W.B. FIN.   | 40mm      |



**CODE REVIEW: 2015 NBC  
58 UNIT APARTMENT BUILDING  
DOBBIAN STREET, ROTHEWAY NB**

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

BUILDING AREA: 17,561 sq. ft., 854m<sup>2</sup>

- 3.2.2.51. GROUP C, UP TO 4 STOREYS, SPRINKLERED
  - 1) (1) 1, 854m<sup>2</sup> @ 4 B STOREYS - OK (MAX AREA 1,800m<sup>2</sup>)
  - 2) COMBUSTIBLE CONSTRUCTION
    - a) FLOORS FS, 1HR. F.R.R.
    - b) MEZZANINES NA
    - c) WALLS, COLUMNS, ARCHES 1HR. F.R.R.
- 3.2.2.54. GROUP F, DIVISION 3, UP TO 4 STOREYS, SPRINKLERED
  - 1) 2, 600m<sup>2</sup> @ 2 STOREYS
  - 2) 2, 600m<sup>2</sup> @ 3 STOREYS
- 3.1.3.1. BALCONY OCCUPANCY SEPARATIONS (3 TO 4 FLS, 1.5HR. F.R.R. ALSO 3.3.3.8 STORAGE GARAGE & ALL OTHER OCCUPANCIES 1.5HR. F.R.R.)
- 3.1.5.17. STORAGE LOCKERS IN RESIDENTIAL BUILDINGS WIRE-CAGE LOCKERS ON PARADE LEVEL, SPRINKLERED
- 3.1.4.8. EXTERIOR CLADDING NON-COMBUSTIBLE @ IN EXCESS OF 90% 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 @ CLOSETTER
  - 1) EXT ENCLOSURES FS, 1HR. F.R.R., CLOSURE 40min
  - 2) CORRIDOR TO SUITE FS, 1HR. F.R.R., CLOSURE 20min. PER 3.1.1.2.
  - 3) EXT ENCLOSURES @ PARADE FS, 1HR. F.R.R. @ EA. FACE OF VESTIBULES
- 3.1.9.8. OPENING @ BARRIER CEILING PER APPENDIX 17, METAL DUCT MAX. 5" R/OUD, (WITHIN DWELLING UNITS)
- 3.1.11. FIRE BLOCKS IN CONCEALED SPACES
  - 1) WALLS, PLATFORM FRAMING WALL SPACER COMPLETELY ENCAPSULATED
  - 2) ATTIC (NOT SPRINKLERED)
  - 3) COMPARTMENTS MAX 300m<sup>2</sup> & NO DIMENSION OVER 20m
- 3.1.11.8. CRAWLSPACE NA
- 3.1.13. 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'
  - 1) CLOSET PROPERLY LINE 5 METERS (SOUTH) ALLOWABLE up to 90% @ FIRE COMPARTMENT 40m<sup>2</sup>
  - 2) ANGLE-UP OBSCURE FIRE COMPARTMENTS
- 3.2.3.8. CORNER FIRE PROJECTIONS BEYOND 3.0m FROM ALL PROPERTY LINES
- 3.2.3.7. EXTERIOR WALL CONSTRUCTION
  - 1) NON-COMBUSTIBLE CLADDING PER 3.1.4.8.
  - 2) 1/2" HR. F.R.R. PER T-3.2.3.7.
- 3.2.3.8. EXTERIOR FRAMED PLASTIC PROTECTED WITH NON-COMBUSTIBLE CLADDING PER CANALC 5401

- 3.2.3.14. PROTECTION OF ROFFETS 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. R.19.19 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
  - 3.2.4.3. 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
    - 3) UNOBTSTRUCTED PATH, FIRE PUMPER TO BUILDING < 45m
  - 3.2.5.6. ACCESS ROUTE DEMON
    - 1) 2m CENTERLINE RADIUS
    - 2) OVERHEAD CLEARANCE 5m
    - 3) GRADE MAX. 1 IN 12
    - 4) NO PORTION LONGER THAN 60m
- 3.2.5.7. WATER FOR FIREFIGHTING 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. HIGH BUILDING NA
- 2015 NBC 3.30. ENERGY EFFICIENCY
  - 1) LOCATION ROTHEWAY NB, CLIMATE ZONE 8
  - 2) 4, 000 - 4, 000 HEATING DDs
- 3.2.6.2.8. THERMAL CHARACTERISTICS (WITH HRTV'S ALL UNITS)
  - 1) CEILING BELOW ATTICS RSI 1.07/RSO
  - 2) WALLING ABOVE GRADE, RSI 2.87/R18.0
  - 3) WINDOWS - MAX. U-VALUE 1.00
  - 4) MAX. E.R. 25.0

- INSULATION PRODUCTS**
1. PARADE LEVEL UNDERSLAB & FOUNDATION WALL INSULATION 2" XPS DOWN SAID OR 'CODE BOARD'
  2. EXTERIOR WALL INSULATION (STUD CAVITY) PRO FINIC OWENS CORNING FIBROUS GLASS BLOWN WOOL INSTALLED TO A DENSITY OF 1.25lb. PER CU. FT. R22 WITHIN 2" x 4" STUD CAVITY
  3. EXTERIOR WALL INSULATION EPS 2"TH. 'CORE BOARD' OR DOW 'SM' RIGID INSULATION
  4. SPRAY-FOAM INSULATION @ JOIST ENDS, WINDOW INSTALL, VARIOUS. DOW 'GREAT STUFF' POLYURETHANE SPRAY INSULATION, LOW EXPAND, 8lb PER INCH
  5. ATTIC INSULATION 'PRO FINIC OWENS CORNING FIBROUS GLASS BLOWN WOOL INSTALLED TO A DENSITY OF 1.25lb. PER CU. FT. R18 @ 13" INSULATION DEPTHS.

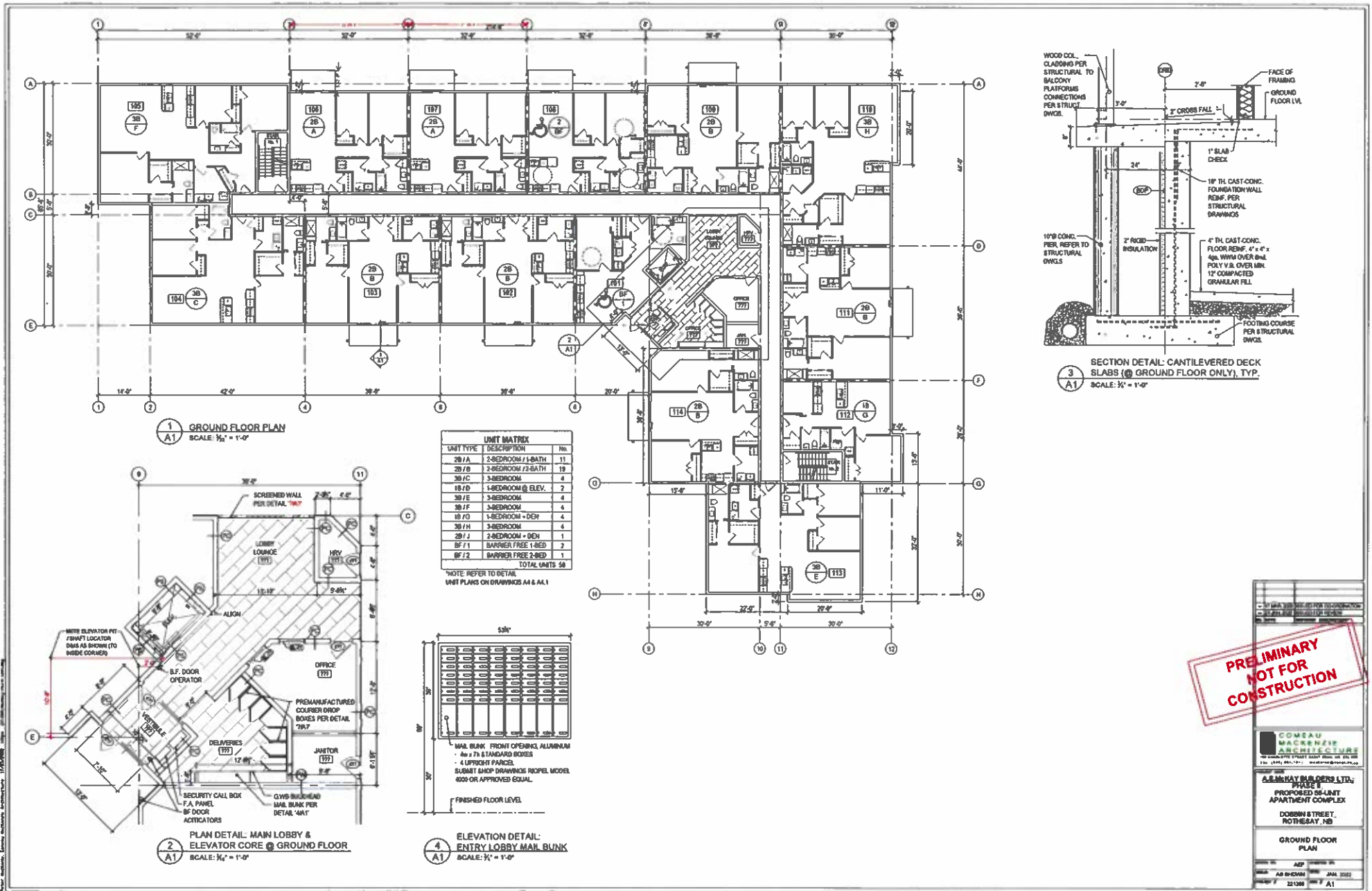
PRELIMINARY  
NOT FOR  
CONSTRUCTION

**COMEAU  
MACKENZIE  
ARCHITECTURE**

**A. LEVAY BUILDERS LTD.**  
PROPOSED 58-UNIT  
APARTMENT COMPLEX  
DOBBIAN STREET,  
ROTHEWAY NB

CODE MATRIX &  
WALL & PARTITION  
SCHEDULE

AS REVISED JUN 2022  
201900 F AQ



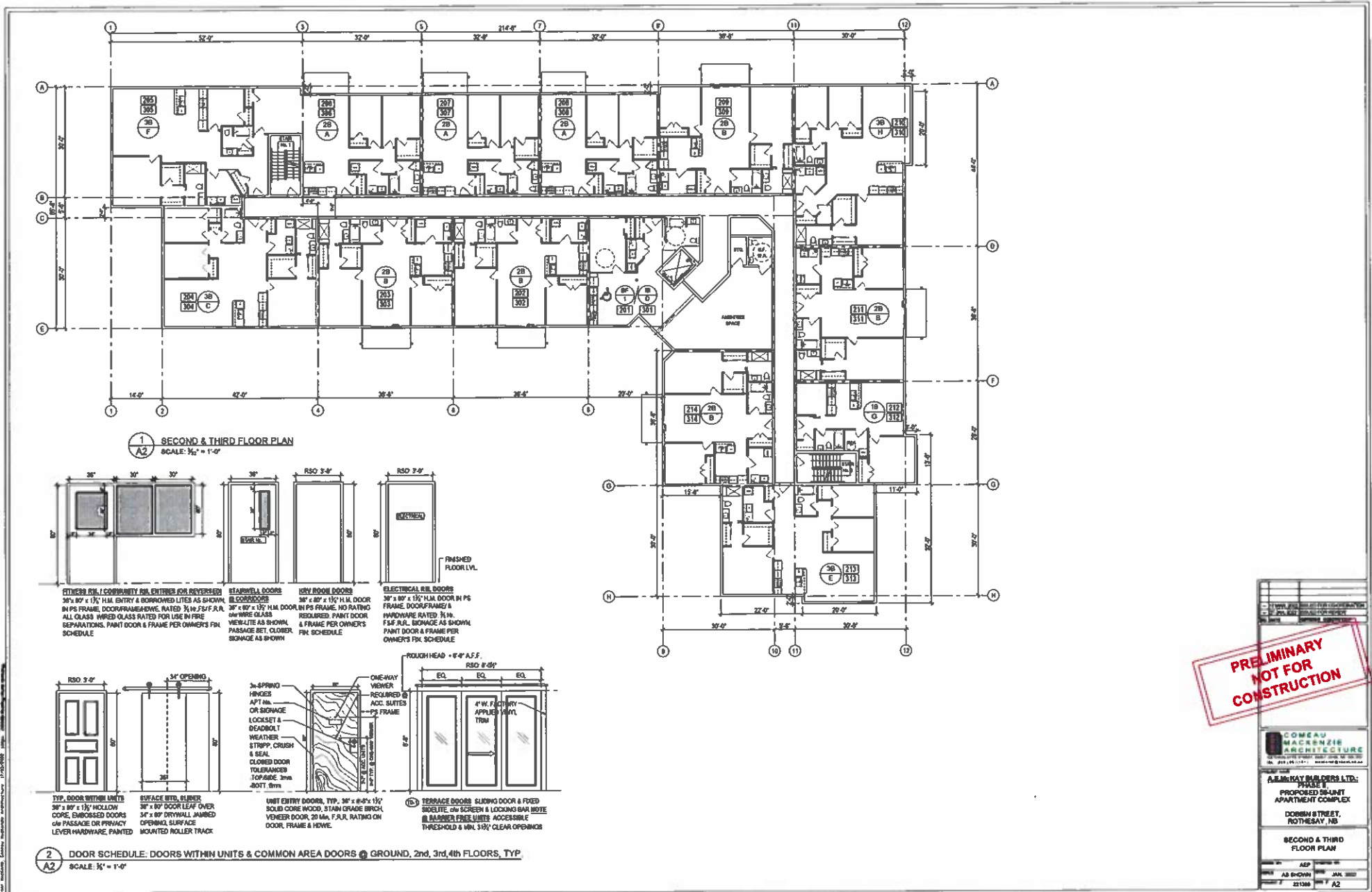
**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

**COMEAU  
MACKENZIE  
ARCHITECTURE**  
220, 2nd St. N. | 508-253-1111 | comEAU.com

**A.L.M.K.A.Y. BUILDERS LTD.**  
PHASE I  
PROPOSED 58-UNIT  
APARTMENT COMPLEX  
DOBBIN STREET,  
ROTHEARY, NB

**GROUND FLOOR  
PLAN**

DATE: AEP PREPARED BY: AD BUCHANAN  
DATE: JAN. 2024  
PROJECT # 221008 SHEET # A1



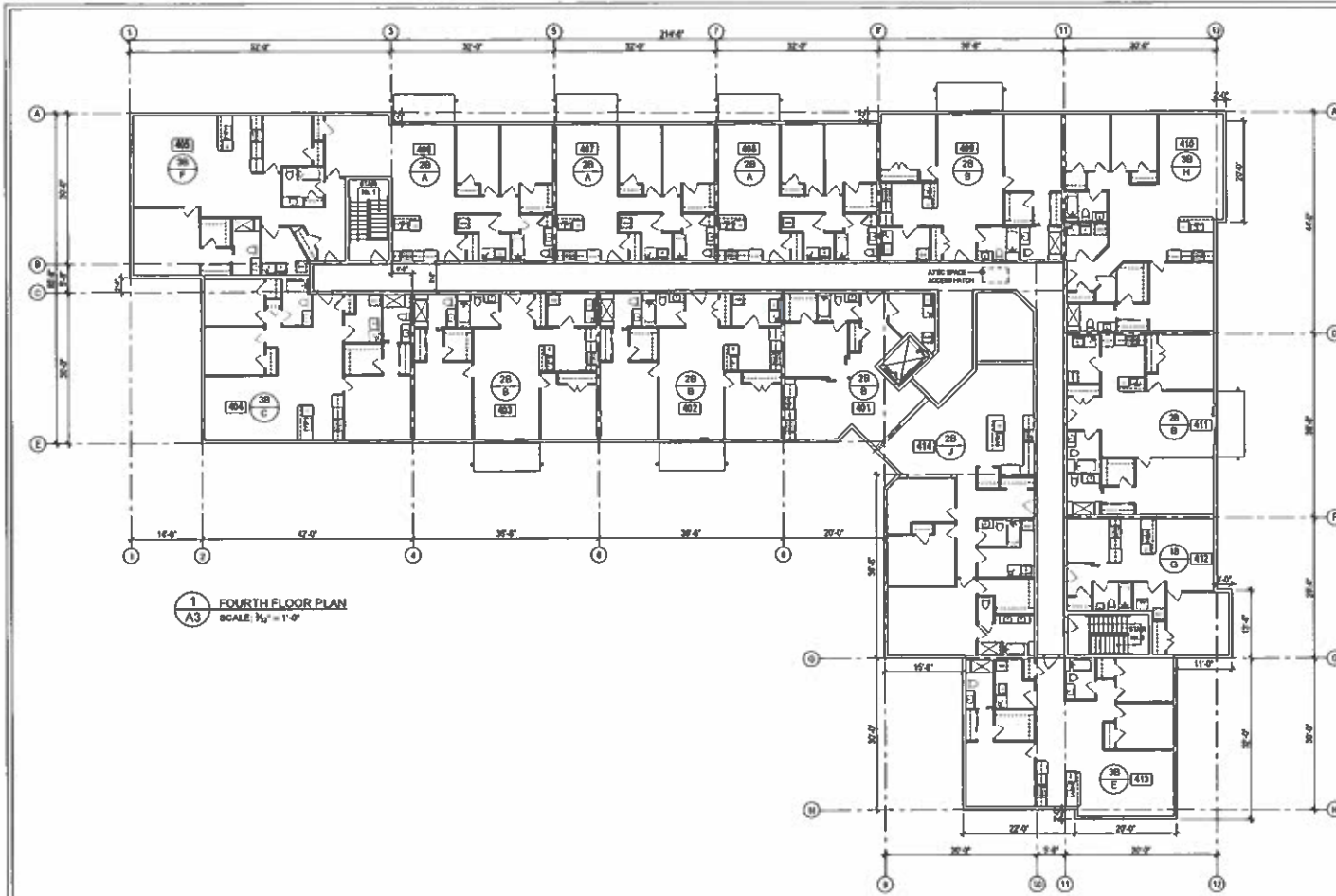
**PRELIMINARY NOT FOR CONSTRUCTION**

**COMEAU MACENZIE ARCHITECTURE**  
2111 W. 10TH AVE. S.W. CALGARY, ALBERTA T2C 1P9  
TEL: 403.243.1111

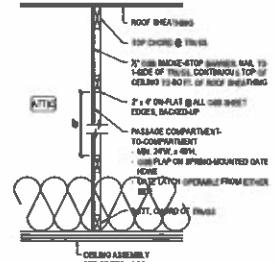
**A. J. BERRY BUILDERS LTD. - PHASE 1**  
PROPOSED 58 UNIT APARTMENT COMPLEX  
DOBBS STREET, ROTHESAY, AB

**SECOND & THIRD FLOOR PLAN**

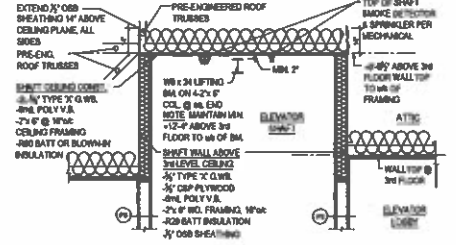
ASP  
AS BNDM1 JUN 2023  
25138 A2



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

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

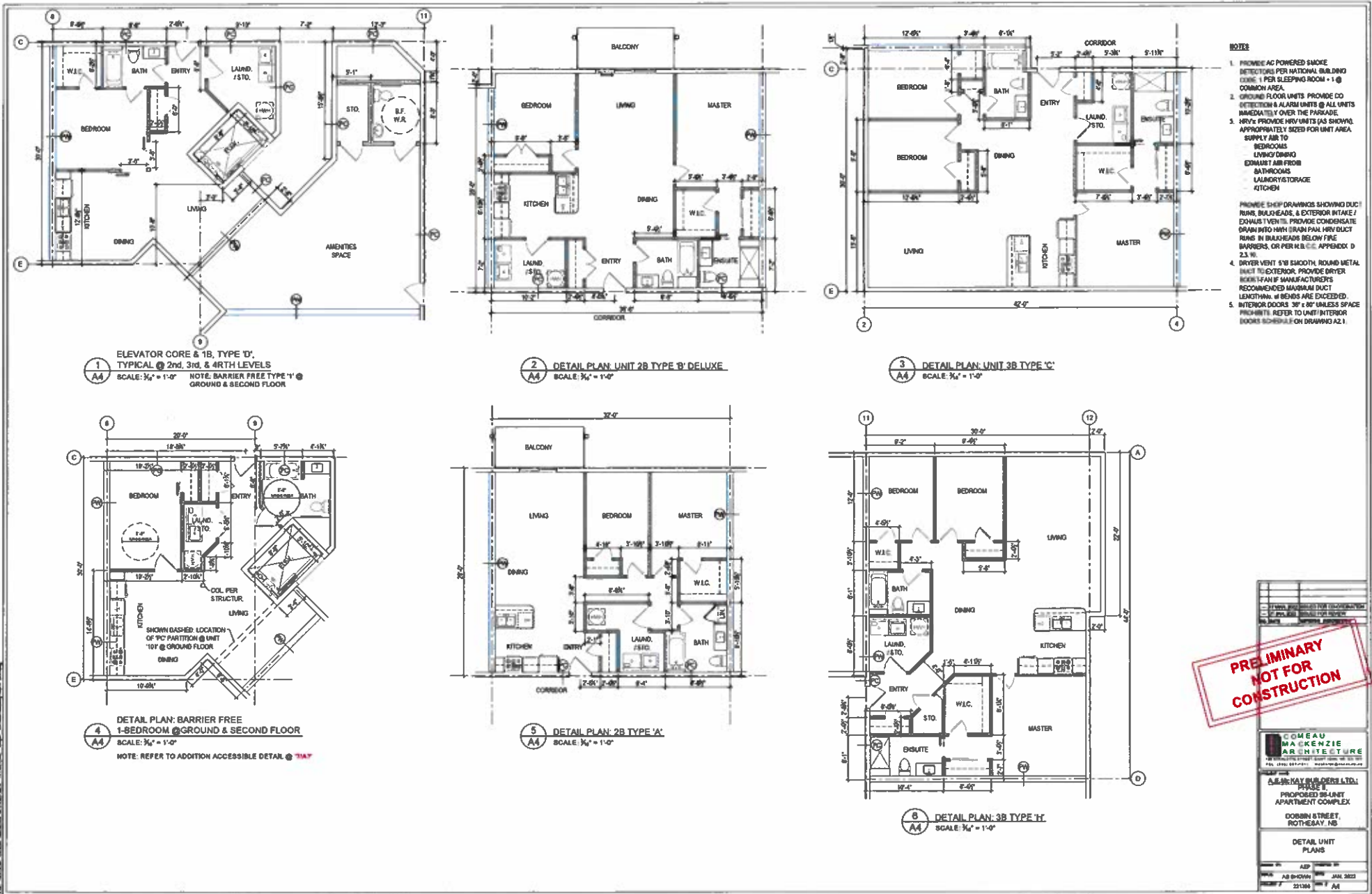
COMEAU  
MAKENZIE  
ARCHITECTURE

A.E. MCKAY BUILDERS LTD.  
PROJECT  
PROPOSED BLUNT  
APARTMENT COMPLEX  
DOBBIN STREET,  
ROTHERAY VIC

FOURTH FLOOR  
PLAN

AS SHOWN JAN 2022





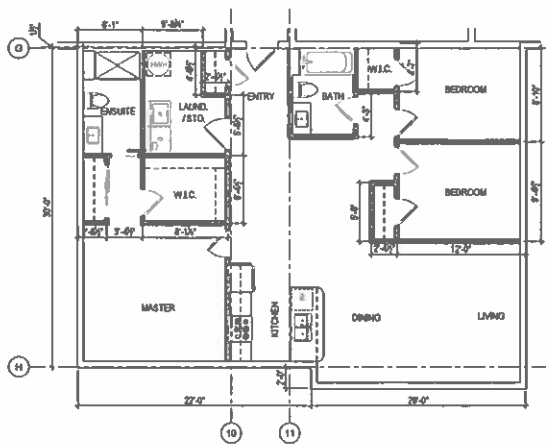
**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

**COMEAU  
ARCHITECTURE**  
1000 WEST 10TH STREET SUITE 1000 WILLOW PARK, ALBERTA T2N 1Y1  
TEL: 403.463.1111 WWW.COMEAUARCHITECTURE.COM

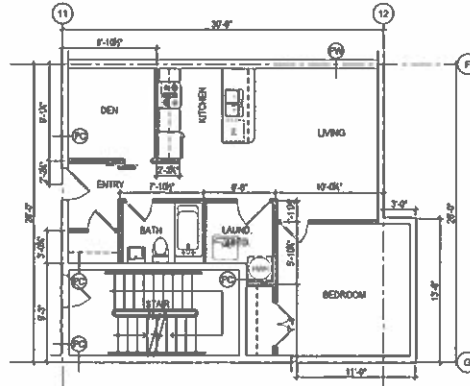
**A.L.S. & SONS BUILDERS & LTD.**  
PROPOSED 35-UNIT APARTMENT COMPLEX  
DOBBS STREET, ROTHERHAM, NS

**DETAIL UNIT PLANS**

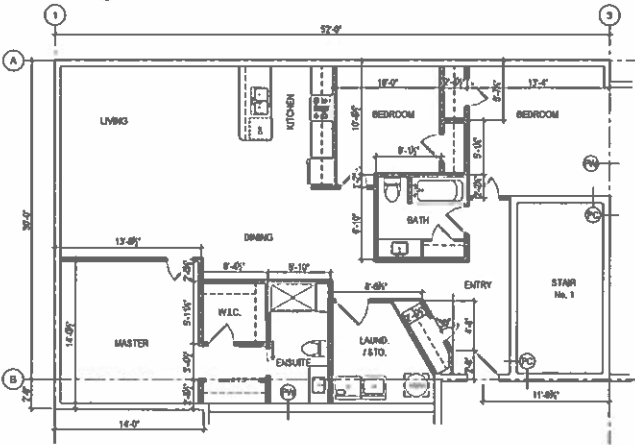
APP. DRAWN BY: [Name]  
SCALE: AS SHOWN JULY 2023  
PROJECT: 221346 DATE: 7/21/23



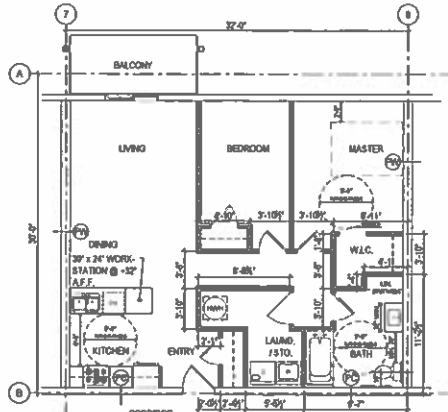
1  
A4.1  
DETAIL PLAN: 3B, TYPE 'E' UNIT  
SCALE: 3/4" = 1'-0"



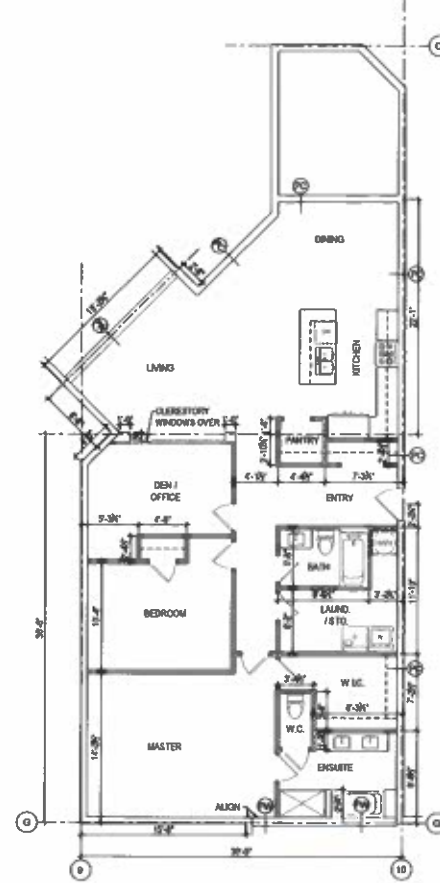
2  
A4.1  
DETAIL PLAN: 1B + DEN, TYPE 'G' UNIT  
SCALE: 3/4" = 1'-0"



3  
A4.1  
DETAIL PLAN: 3B, TYPE 'F' 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"



5  
A4.1  
DETAIL PLAN: 2B + DEN, TYPE 'J' UNIT  
(UNIT 214, FOURTH FLOOR ONLY)  
SCALE: 3/4" = 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 DETECTION & ALARM UNITS @ ALL UNITS IMMEDIATELY OVER THE PASSAGE.
3. 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
4. DRYER VENT: 2"Ø SMOOTH ROUND METAL DUCT TO EXTERIOR. PROVIDE DRYER BOOST-FAN IF MANUFACTURER'S RECOMMENDED MAXIMUM DUCT LENGTH AND IF BENDS ARE EXCEEDED.
5. INTERIOR DOORS: 30" x 80" UNLESS SPACE PROHIBITS. REFER TO UNIT INTERIOR DOORS SCHEDULE ON DRAWING A2.1.

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

|   |                        |
|---|------------------------|
| GOSWAMI<br>MACKENZIE<br>ARCHITECTURE<br>100-1000 STREET WEST SUITE 100 W. 48th St<br>TEL: (416) 291-1211 www.goswami.ca |                        |
| ALEIGHWAY BUILDERS LTD.<br>PRICE 1<br>PROPOSED 65 UNIT<br>APARTMENT COMPLEX<br>DOBBIN STREET,<br>ROTHESAY, NB           |                        |
| DETAIL UNIT<br>PLANS  |                        |
| PREP BY<br>ASB/SH/AM  | CHECKED BY<br>JAL/2022 |
| DATE<br>22/08/2022  | SCALE<br>A4.1          |





**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-00242875](#),  
~~and [PID-00243428](#)~~ located on Dobbins 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 Dobbins 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 ~~1244~~ 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.<sup>00</sup>). 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:

\_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_

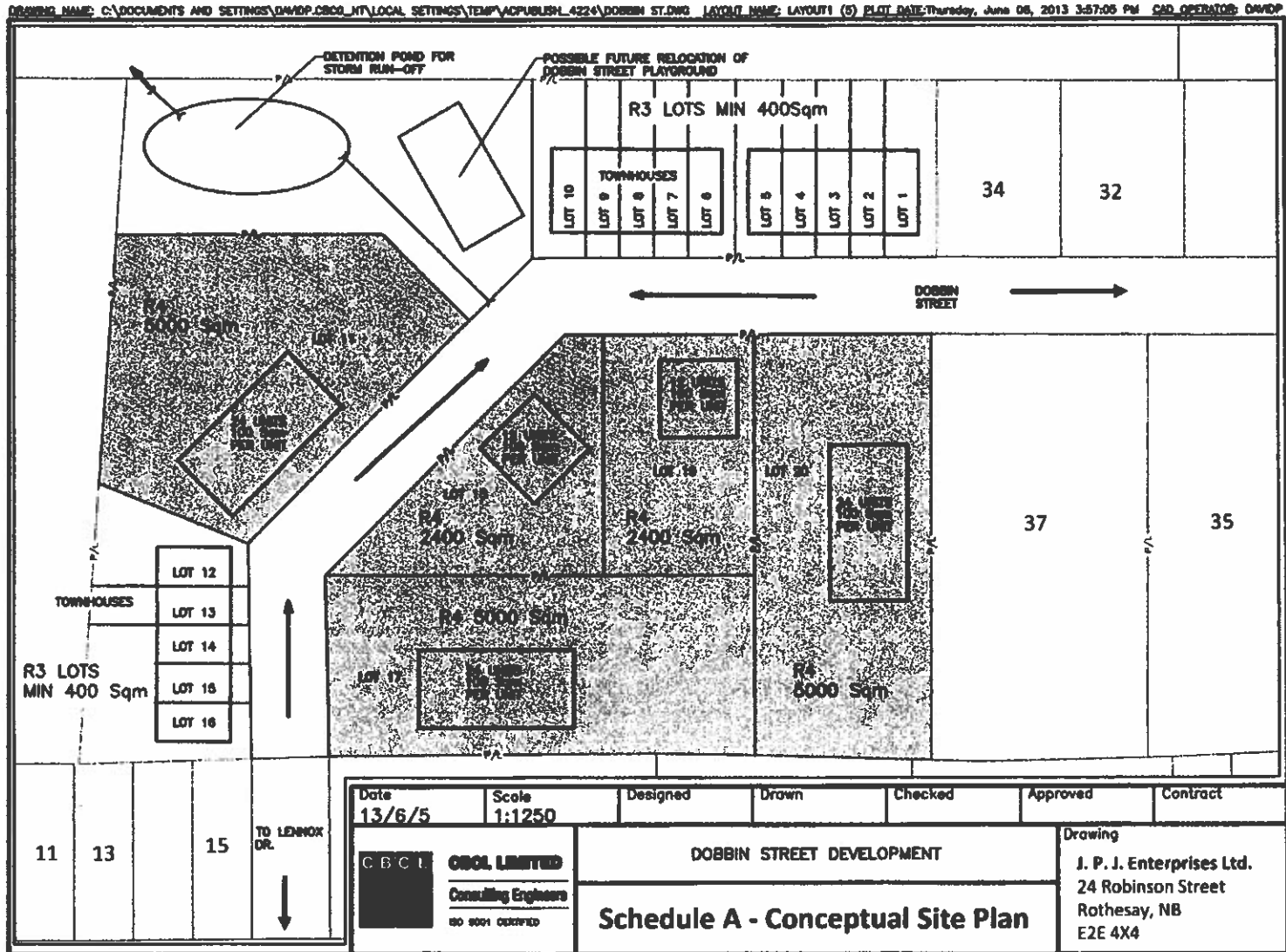
\_\_\_\_\_  
Clerk

# SCHEDULES

~~INSERT A-E and DELETE this Page~~

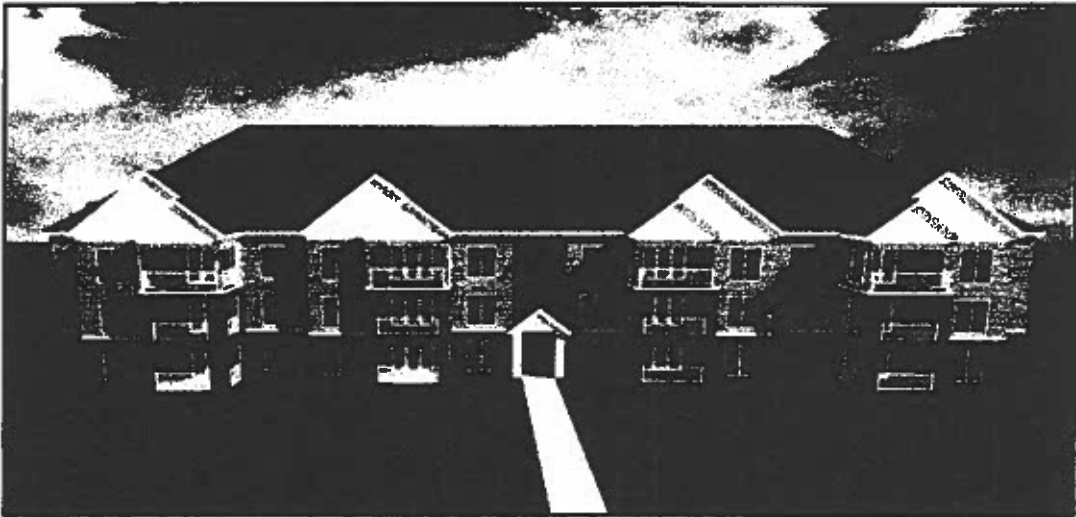
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[30355028](#); [30355036](#); [30355044](#)







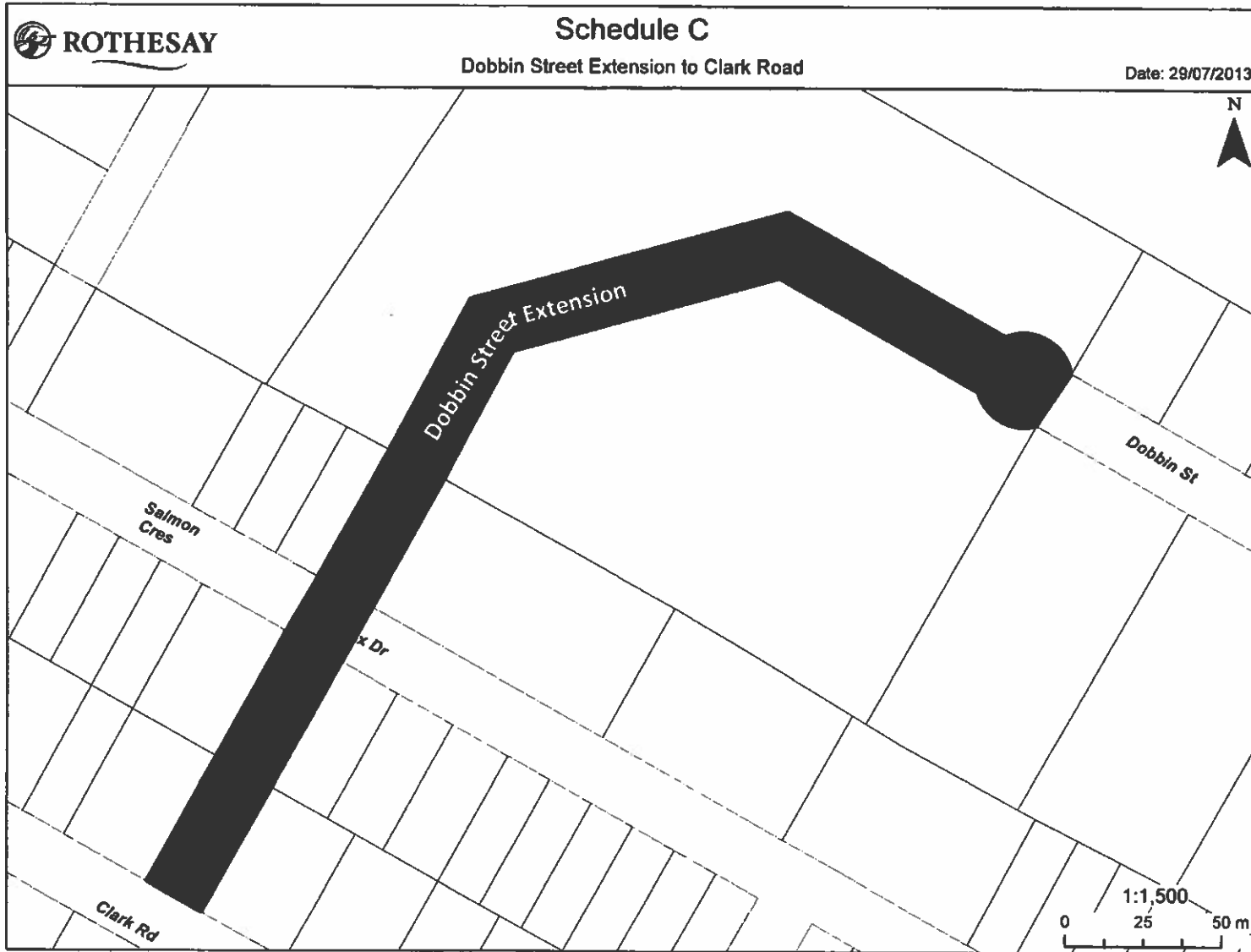
**SCHEDULE B**  
**Proposed Apartment Building Concept Renderings**





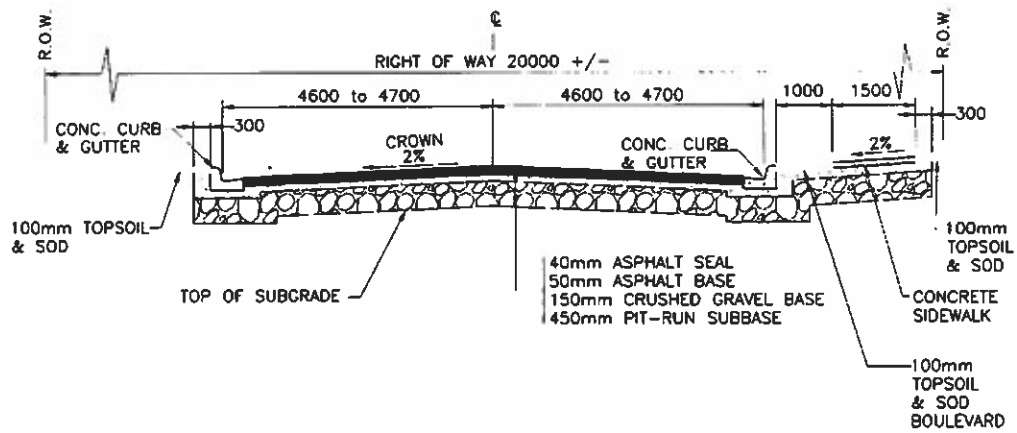
**SCHEDULE B**  
**Proposed Town Home Concept Renderings**







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

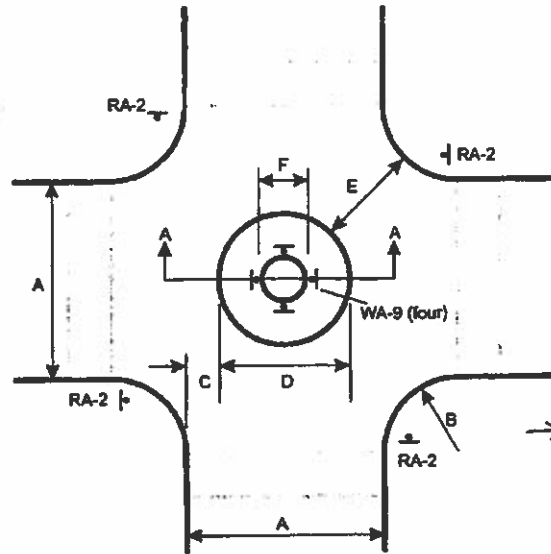
TYPICAL RESIDENTIAL  
 STREET  
 CURB & GUTTER and SIDEWALK WITH  
 BOULEVARD

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

Schedule D

FIGURE:  
 335A

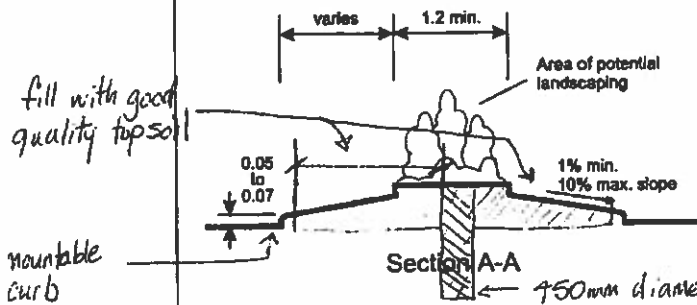
FIGURE 4.10 TRAFFIC CIRCLE



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

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

Jan. 15/2024

To: Rothesay Mayor + Town Council

## Public Hearing - Dobbin Street

I am writing to you about a problem I see about traffic flow coming out of Dobbin Street onto Hampton Road. I think the Dobbin Street extension to Clark Road is well designed because the lights will control the bottom of Clark Road also going up the Clark Road the lights will control at Marr Road and Hampton Road. My concern is at Dobbin Street and Hampton Road the traffic is congested trying to make a left hand turn. We have McPhee's Bakery at the top of Dobbin Street along with Cochrane's Market the traffic coming from Rosedale onto Hampton Road. Also a Popeye's drive thru coming next year on Hampton Road. I think lights should be installed as soon as possible at Dobbin Street and Hampton Road.

Thank You

3 Dobbin Street  
Rothesay, N.B.  
E2E 2P7