

Town of Rothesay

Land Acknowledgement

We would like to respectfully acknowledge that our town of Rothesay exists on the traditional lands of the Wolastoqiyik / Maliseet and Mi'Kmaq whose ancestors, along with the Passamaquoddy / Peskotomuhkati Tribes / Nations signed Peace and friendship Treaties with the British Crown in the 1700s.

We respectfully acknowledge that The United Nations Declaration of the Rights of Indigenous Peoples (UNDRIP) was adopted by the United Nations on September 13, 2007 and enshrined in law in Canada by Parliament on June 21, 2021 as Bill C-15.

We respectfully endorse the Calls to Action of the Truth and Reconciliation Commission of 2015 as it applies to our Municipal Government of the town of Rothesay.

- presented by the Honourable Graydon Nicholas
September 13th, 2021



ROTHESAY
COUNCIL MEETING
Town Hall Common Room
Monday, February 9, 2026
7:00 p.m.



PLEASE NOTE: Electronic means of communication may be used during the meeting.

1. CALL TO ORDER

2. LAND ACKNOWLEDGEMENT

3. APPROVAL OF AGENDA

4. ADOPTION OF MINUTES

- Regular Meeting 12 January 2026
- Public Hearing 19 January 2026
- Special Meeting 28 January 2026

5. DECLARATION OF CONFLICT OF INTEREST

6. OPENING REMARKS OF COUNCIL

7. DELEGATIONS

N/A

8. CONSENT AGENDA

- | | | |
|-----|-----------------|---|
| 8.1 | 6 January 2026 | Thank you letter from the Saint John Regional Hospital Foundation |
| 8.2 | 13 January 2026 | 2026-2029 Capital Renewal Plan approval letter |
| 8.3 | 20 January 2026 | Donation thank you letter from the YMCA |
| 8.4 | 22 January 2026 | Horizon Health Quarterly Report to Communities |
| 8.5 | 23 January 2026 | Thank you letter to KVFD Chief Michael Boyle RE: Retirement |
| 8.6 | 29 January 2026 | Letter to KRPF RE: Use of surplus funds decision and request for policy |

9. CONSIDERATION OF ISSUES SEPARATED FROM CONSENT AGENDA

10. CORRESPONDENCE FOR ACTION

- | | | |
|------|-----------------|---|
| 10.1 | 19 January 2026 | Email from Ability NB RE: Rothesay Intergenerational Community Complex (RICC) |
|------|-----------------|---|

Refer to staff

- | | | |
|------|-----------------|--|
| 10.2 | 16 January 2026 | Donation request from the KVBA Slammers U11A Girls Basketball Team |
|------|-----------------|--|

Council decision

- | | | |
|------|-----------------|-----------------------------------|
| 10.3 | 2 February 2026 | Donation request for Musicpalooza |
|------|-----------------|-----------------------------------|

Council decision

11. REPORTS

- | | | |
|------|--|---|
| 11.0 | February 2026 | Report from Closed Session |
| 11.1 | 28 January 2026 | Draft Finance Committee meeting minutes |
| | 2 February 2026 | Donation requests |
| | ➤ We Believe | |
| | ➤ Kennebecasis Regional Police Force Hockey Team | |
| | 31 December 2025 | Donation Summary |
| | 2 February 2026 | General Fund RICC Motions 2025 |
| 11.2 | 20 January 2026 | Draft Age Friendly Advisory Committee meeting minutes |
| 11.3 | 20 January 2026 | Draft Parks and Recreation Committee meeting minutes |
| 11.4 | 21 January 2026 | Draft Works and Utilities Committee meeting minutes |
| | ➤ Highland Avenue Exterior Lights | |
| | ➤ Traffic Calming Guide | |
| 11.5 | 2 February 2026 | Draft Planning Advisory Committee meeting minutes |
| | ➤ Longwood Drive (Bridlewood Estates) – Revised Assent to LPP | |
| | ➤ 79 Donlyn Drive (PID 30305577) – Multi-Unit Building (18 units) Public Meeting | |
| | ➤ Appleby Drive/Higginson Avenue – Subdivision | |
| | ➤ Subdivision By-law Amendment 4-10-01 (<i>see item 13.3</i>) | |
| 11.6 | January 2026 | Monthly Building Permit Report |

12. UNFINISHED BUSINESS

TABLED ITEMS

- 12.1 Rothesay Arena Open House** (Tabled September 2021)
13 September 2021 Excerpt from Council minutes

Remove from table

- 12.2 Marr Road/Chapel Road signalization** (Tabled April 2024)
No action at this time

- 12.3 Draft by-law amendments RE: Consumer Fireworks** (Tabled September 2024)
No action at this time
-

13. NEW BUSINESS

13.1 BUSINESS ARISING FROM PUBLIC HEARING (January 19th)

13.1.1 15-17 Chapel Road (Holland Hills) – Rezoning

- | | |
|-----------------|---|
| 4 February 2026 | Memorandum from Town Clerk Banks |
| 7 January 2026 | Recommendation from Planning Advisory Committee |
| DRAFT | By-law 2-10-43 |
| DRAFT | Development Agreement |

13.2 Prime Consultant Services & Project Management – Rothesay Intergenerational Community Complex (RICC) T-2025-005

- | | |
|-----------------|-------------------------------|
| 9 February 2026 | Report prepared by DRP Jensen |
|-----------------|-------------------------------|

13.3 Subdivision By-law Amendment 4-10-01

3 February 2026	Memorandum from Town Clerk Banks
DRAFT	By-law 4-10-01

13.4 Municipal Capital Borrowing Board (MCBB) Application – Wiljac Street

4 February 2026	Memorandum from Treasurer MacDonald
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13.5 Engineering Design & Construction Management Services T-2026-001 Asphalt Resurfacing

4 February 2026	Report prepared by DO Colwell
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13.6 Water Treatment Plant Wastewater Tank Repair

4 February 2026	Report prepared by DO Colwell
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13.7 Purchase of Five (5) Pickup Trucks – Various Departments

4 February 2026	Report prepared by DO Colwell
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**13.8 Revised Development Agreement with Landmark Living Inc. – Millennium Drive
PIDs 30227086 & 00173443 (portion)**

4 February 2026	Report prepared by DPDS Reade
DRAFT	Development Agreement

14. NEXT MEETING

Regular meeting	Monday, March 9, 2026 at 7:00 p.m.
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15. ADJOURNMENT

Nancy Grant

From: Hunter, Shannon (COMM) (HorizonNB) <Shannon.Hunter2@HorizonNB.ca>
Sent: January 6, 2026 1:17 PM
To: Nancy Grant
Subject: Thank You for Your Generous Gift

You don't often get email from shannon.hunter2@horizonnb.ca. [Learn why this is important](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mayor Grant,

I hope this message finds you well.

I wanted to reach out personally to thank you, on behalf of the Saint John Regional Hospital Foundation, for the generous gift from the Town of Rothesay.

Please forgive the delay in my note — I was away over the holidays and in the midst of a personal move prior to the holidays, and I am just now catching up.

We are truly grateful for the Town of Rothesay's commitment to advancing healthcare in our region and for the strong response from your community in support of our work.

Wishing you a wonderful and healthy 2026.

Warm regards,

Shannon



SHANNON HUNTER
President & CEO

E. Shannon.Hunter2@HorizonNB.ca
P. (506) 349-5116
W. sjrhfoundation.ca

----- Horizon Health Network Disclaimer -----

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January 13, 2026

Her Worship Nancy Grant
Mayor of Rothesay
70 Hampton Rd
Rothesay, NB E2E 5L5

**Subject: Capital Renewal Fund (CRF) – 2026-2029 Capital Renewal Plan, Rothesay,
Reference No. (6960.076.0000)**

Your Worship,

I am pleased to confirm that Rothesay is eligible to receive financial support for qualifying infrastructure renewal projects under the CRF. The funds allocated to your local government are subject to the terms and conditions outlined in the *NEW BRUNSWICK REGULATION 2025-35* under the *Community Funding Act*.

Departmental staff have reviewed and approved your 2026-2029 Capital Renewal Plan. Please ensure you have submitted the Capital Asset Management Plan Survey in order to receive your 2026 first payment.

Please contact Luc Thériault, Programs Coordinator, at (506) 453-4021 if you have any questions or concerns.

In closing, I wish you success with the projects in your 2026-2029 Capital Renewal Plan.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aaron Kennedy".

Hon. Aaron Kennedy
Minister of Local Government

c.c. Alex Berry, Director of Community Funding
Luc Thériault, Program Coordinator, Community Funding Branch

Minister/Ministre

Environment and Local Government/ Environnement et Gouvernements locaux

P.O. Box 6000, Fredericton, New Brunswick E3B 5H1 / C.P. 6000, Fredericton, Nouveau-Brunswick E3B 5H1

GNB.CA



Town of Rothesay
70 Hampton Road Town Hall
Rothesay, NB
E2E 5L5



Dear Town of Rothesay,

On behalf of the YMCA of Southwestern New Brunswick, I wish to extend our heartfelt gratitude for your generous gift of \$1,000. Your contribution to the After School Program plays a crucial role in advancing our mission and supporting innovative projects that benefit our community.

Your kindness ensures that our programs remain vibrant and accessible, enriching the lives of many. We deeply appreciate your trust and partnership.

With sincere appreciation,

A handwritten signature in blue ink that reads "J Yeomans".

Jennifer Yeomans
Chief Development Officer

j.yeomans@yswnb.ca

T: 506-634-4927 F: 506-634-0783

YMCA of Southwestern New Brunswick
Charitable Number: 119253086RR0001

Mary Jane Banks

From: Margaret Melanson, President and CEO, Horizon Health Network
<president@horizonnb.ca>
Sent: Thursday, January 22, 2026 11:31 AM
To: Rothesay Info
Subject: Horizon's Report to Our Communities / Rapport à nos collectivités d'Horizon

Some people who received this message don't often get email from president@horizonnb.ca. [Learn why this is important](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.



Dear Town of Rothesay,

We are so pleased to share the latest edition of Horizon's quarterly *Report to Our Communities*, reflecting our commitment to transparency and measurable progress under our bold 2025-2030 Strategic Plan, *Transforming Health Care Through Innovation*.

Health care is evolving faster than ever, and we're proud to be at the forefront of many new and exciting digital, clinical, and operational initiatives that expand access to care for New Brunswickers. Here are just a few highlights from this quarter's report:

- Cutting-edge clinical tools are helping care teams diagnose and treat patients faster, reducing wait times and improving outcomes.
- A team-based primary care approach is expanding access across New Brunswick, with thousands now attached to multidisciplinary family health teams.
- 179 Allied Health Professionals have been recruited, landing us at 103% to target — and these efforts continue.

However, some significant challenges remain. Horizon's hospitals continue to operate well over capacity with up to 40% of acute care beds occupied by medically discharged patients, most waiting for long-term care. The impact of this can be seen in emergency department overcrowding, pressure on surgery access, and patient care in non-clinical spaces. We remain committed to working with our teams and partners to identify meaningful and sustainable solutions.



We're proud of the important progress we're making. We invite you to read the new edition of Report to Our Communities to learn more about the significant advancements being made by our incredible physicians, staff, volunteers, and partners to ensure all New Brunswickers have access to quality, safe patient care.

Sincerely,



Margaret Melanson

Margaret Melanson
President and CEO



S. M. Harley

Susan Harley
Board Chair





2026February09OpenSessionFINAL_027

ROTHESAY



January 23, 2026

70 Hampton Road
Rothesay, NB
Canada E2E 5L5

T: 506-848-6600
F: 506-848-6677

Rothesay@rothesay.ca
www.rothesay.ca

Chief Michael Boyle
Kennebecasis Valley Fire Department
7 Campbell Drive
Rothesay, NB
E2E 5B6

Dear ~~Chief Boyle~~ *Mike*:

Rothesay Council congratulates you on your retirement as Fire Chief of the Kennebecasis Valley Fire Department.

We extend our sincere appreciation for your many years of dedicated service to the community, both as a volunteer Firefighter, Emergency Medical Technician and Fire Chief. Your unwavering commitment, exemplary leadership, and selfless devotion to public safety have had a lasting and meaningful impact on the lives of countless individuals.

On behalf Rothesay Council, I offer our deepest thanks for your distinguished service and leadership. We extend our best wishes for continued health, happiness, and fulfillment in the future.

Sincerely,

Dr. Nancy Grant
Mayor



70 Hampton Road
Rothesay, NB
Canada E2E 5L5

T: 506-848-6600
F: 506-848-6677

Rothsay@rothesay.ca
www.rothesay.ca

January 29, 2026

Mr. Kevin Darling, Chairman
c/o Chief Mike Young
Kennebecasis Regional Police Board
126 Millennium Drive
Quispamsis, NB
E2E 0C6

Dear Mr. Darling:

RE: Budget Surplus request

Please be advised that at the January 12, 2026 Rothesay Council meeting, the following motion regarding the request to use surplus funds expenditure was unanimously defeated:

MOVED by To authorize the Kennebecasis Regional Police Force (KRPF) to use 2025 unbudgeted surplus funds to replace a patrol vehicle.

Rothsay Council further indicated its willingness to participate in a joint meeting involving representatives from Rothesay and Quispamsis and the Kennebecasis Valley Police Department for the purpose of establishing a formal policy governing the allocation and use of year-end surplus funds in future fiscal years.

Sincerely,

Dr. Nancy Grant
Mayor

From: Liz Hazlett
Sent: Monday, January 19, 2026 10:31 AM
To: Liz Hazlett
Subject: FW: Supporting Accessibility Planning for the Rothesay Intergenerational Community Complex

From: Nancy Grant <NancyGrant@rothesay.ca>
Sent: Monday, January 19, 2026 10:24 AM
To: Gillian Crooks <Gillian.Crooks@abilitynb.ca>
Subject: Re: Supporting Accessibility Planning for the Rothesay Intergenerational Community Complex

Good Morning Gillian,

Thank you for your good wishes on our funding announcement last week. We are excited about it for sure.

Yes, we are hoping to build a centre where there is something for everyone- all ages, all stages, all abilities, all cultures, all incomes. One of our goals is “building community”, and this Centre will provide us with the space to do even more of that than we have been able to do up to now.

Thank you for your interest in supporting us as we consider design. I will pass your message on to Staff and Council for consideration.

Looking forward to future conversations,
Nancy

Dr. Nancy Grant
Mayor

Any correspondence with employees, agents, or elected officials of the town of Rothesay may be subject to disclosure under the provisions of the Right to Information and Protection of Privacy Act, S.N.B. 2009, c. R-10.6.

From: Gillian Crooks <Gillian.Crooks@abilitynb.ca>
Sent: Monday, January 19, 2026 9:31:26 AM
To: Nancy Grant <nancygrant@rothesay.ca>
Cc: Rothesay Info <rothesay@rothesay.ca>
Subject: Supporting Accessibility Planning for the Rothesay Intergenerational Community Complex

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[Learn why this is important](#)

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Dear Dr. Grant,

My name is Gillian Crooks, and I'm an Accessibility Consultant with Ability New Brunswick's Accessible NB program. I recently read the Town of Rothesay's announcement regarding the provincial investment toward the new Intergenerational Community Complex, and I wanted to personally reach out to congratulate the Town on this exciting project. Creating a space designed to bring residents of all ages together is a meaningful investment in community connection, health, and belonging.

As planning and design move forward, I wanted to offer our program's support in helping ensure accessibility is thoughtfully considered from the earliest stages.

Accessible NB works with municipalities, businesses, and community organizations across New Brunswick to help identify and reduce barriers within the built environment. Our role is to provide practical, thoughtful guidance that supports inclusive design — helping communities create spaces that are welcoming, usable, and meaningful for people of all ages and abilities.

Projects such as intergenerational community complexes present a unique opportunity to design accessibility intentionally rather than retroactively — supporting seniors, individuals with disabilities, families with strollers, and community members with temporary or invisible disabilities alike.

If the Town is open to it, we would welcome the opportunity to connect and discuss how a consultation on the design or construction plans could support this project as it moves ahead. Our approach is collaborative and solution-focused, helping communities plan proactively while making the most effective use of funding dollars.

Beyond this project, Accessible NB is always pleased to build relationships with municipalities who are committed to inclusive community development, and we would be happy to explore how we might support Rothesay's broader accessibility goals as well.

Thank you for your leadership in investing in spaces that strengthen community life. I would be very happy to provide additional information or arrange a brief conversation at your convenience.

Did you know that New Brunswick has the second highest rate of disability (35.3%) in Canada (Statistics Canada, 2022)? Accessibility is good for communities. Accessible, age-friendly communities encourage individuals with a disability to become active members of their community by creating a supportive and inclusive environment. An inclusive community respects the abilities of all its members and welcomes their contributions, fostering a sense of belonging and pride in their community. Accessibility benefits the social, mental, and physical well-being of all residents and promotes healthy aging and wellness.

Warm regards,

Gillian

Gillian Crooks
Consultant / Conseiller
Accessible NB



Celebrating 70 Years Empowering Mobility and Independence

Célébrons 70 ans de promotion de la mobilité et de l'autonomie

Ability New Brunswick Inc. /Capacité Nouveau-Brunswick Inc.

Suite 407, 236 St. George Street

Moncton, NB E1C 1W1

Tel./tél: 506.858.0311/1.866.462.9555

Fax/télé: 506.858.8290

www.abilitynb.ca

Follow us/suivez-nous sur:

www.facebook.com/AbilityNewBrunswick

www.youtube.com/user/abilitynb

We recognize and respectfully acknowledge that Ability New Brunswick works on unceded traditional lands of the Mi'kmaq, Wolastogiyik, Passamaquoddy, Penobscot, and Abenaki-Wabanaki Confederacy peoples.

Nous reconnaissons respectueusement que Capacité Nouveau-Brunswick travaille sur le territoire ancestral non cédé des nations mi'kmaq, wolastoqiyik, peskotomuhkati, penobscot et de la confédération abénakis-waban-aki.

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SLAMMERS

January 16th, 2026

To whom it may concern,

I am writing on behalf of the KVBA Slammers U11A girls' basketball team, which is eager to host the Basketball New Brunswick Provincial Tournament on **February 14th & 15th, 2026**, at Rothesay Park Middle School.

We are reaching out to local businesses and community members for support. We would be honoured if you would consider donating to help make this year's event a success for the young athletes from across the province.

Any donation is greatly appreciated! We would love to receive prizes for our player of the game/hustler of the game winners, canteen food, raffle prizes, or items for our coffee/tea station.

In appreciation, your company name will be listed on the pamphlet for the numerous players, families, and spectators in attendance.

Thank you for considering this request, and we hope to count on your support!
Warm regards,

Josh Smith, Jeremy McLean
Coaches
KVBA Slammers
U11A Girls Basketball
Team Manager: Jennifer Wilson

SCHEDULE A

Application for Rothesay Municipal Grant

App. Date: 16 Jan 2026

Applicant: Dan O'Neill (KVBA)

Address: _____

Contact _____ Tel. _____

Email: _____

Organization Description: _____

KV Basketball Association

Amount Requested: \$ 500.00

Descriptions of proposed event or activity: _____

Hosting the Basket Ball NB Provincial tournament for U11 girls competitive teams at Rothesay Park School. The event will take place Sat., Feb 14 and Sun., Feb 15. It will include 5 teams from around the province.

Project costs: _____

Benefits to town of Rothesay: _____

Families travelling to the tournament will dine out locally at Rothesay restaurants and use local hotels for accomodations, contributing to the local economy. It will also promote Rothesay as a place for New Brunswickers to visit and stimulate community involvement in youth community sports.

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 ("the Act"), SNB 2009, c R-10.6 and may be subject to disclosure under the provisions of "the Act". The information collected on this form may be shared with internal departments, external agencies or released at a public Town Council or committee meeting.

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).

From: Liz Hazlett
Sent: Monday, February 2, 2026 2:49 PM
To: Liz Hazlett
Subject: FW: School Music Event Sponsorship Opportunity

From: Britten, Joshua (ASD-S) <joshua.britten@nbed.nb.ca>
Sent: Monday, February 2, 2026 2:29 PM
To: Rothesay Info <rothesay@rothesay.ca>
Subject: School Music Event Sponsorship Opportunity

Some people who received this message don't often get email from joshua.britten@nbed.nb.ca. [Learn why this is important](#)

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Good afternoon "Town of Rothesay",

I hope this email finds you well. My name is Joshua Britten, and I am the music teacher at Lakefield Elementary School, part of the Anglophone South School District. I am writing to you as the lead organizer of our district-wide music event entitled "Musicpalooza," which is scheduled to take place on Saturday, February 21st, at Kennebecasis Valley High School.

"Musicpalooza" is an exciting event that brings together musical groups, including bands, choirs, and ensembles, from schools across Hampton to Rothesay. This event not only celebrates the musical talents of our students but also fosters a sense of community and collaboration among schools in our district.

To ensure the success of "Musicpalooza," we are seeking financial sponsorship to cover essential costs such as custodial fees, technical support for sound and video, and providing pizza for all participants. As you can imagine, hosting such a large-scale event requires substantial resources, and your support would be invaluable in helping us achieve our goals.



We would be deeply grateful if the "Town of Rothesay" would consider contributing to this event. Much like how your council plays a valuable role in our community, your financial sponsorship will play an impactful role in making "Musicpalooza" a memorable experience for our students and the community at large. In recognition of your generous support, we would be delighted to feature our town's name/logo in our event program and promotional materials, as well as acknowledge your contribution during the event.

Thank you for considering this opportunity to support the arts and education in our community. Please feel free to contact me directly at; email: joshua.britten@nbed.nb.ca or by phone (506)647-7108, if you have any questions or need further information. We hope to partner with you in making "Musicpalooza" a spectacular success. We look forward to hearing back from you soon.

Warmest regards,
Joshua Britten
Music Teacher

ROTHESAY

Policy

Topic:	Grants and Donations Policy	Date Prepared	Sept 2014
Application:		Date Adopted	14 Oct 2014
		Date Amended	14 Nov 2016
			12 Aug 2019
		Mayor & Council:	
		Town Manager:	

BACKGROUND:

This policy provides guidance to Council in considering requests for financial support from groups to apply consistent criteria in evaluating requests. In accordance with the criteria outlined below, all requests for financial support shall be accompanied by the attached application (Schedule A)

CRITERIA:

- 1) Council will consider requests for financial support from **individuals** who:
 - a) are engaged in an activity for which they receive no income
 - b) have been a resident of the town for at least 12 months prior to the request
 - c) have not made a similar request within the preceding 36 months
 - d) are prepared to make a significant personal contribution to the activity
 - e) are not in arrears of any amount owing to the Town
 - f) have excelled in the field or activity for which funding is requested
 - g) might not otherwise be able to participate in the activity for which the funding is requested
- 2) Council will consider requests for financial support from **groups** that:
 - a) are a registered charity or not for profit group
 - b) have a mandate which includes public service to Rothesay citizens
 - c) include a substantial number of Town residents in their memberships
 - d) are not in arrears of any amount owing to the Town
 - e) do not have primarily religious or political objectives nor are affiliated with organizations which do
 - f) are not receiving funding from the Town through a regular funding arrangement, nor are associated with a group receiving regular funding
 - g) Council will consider requests for financial support from groups that have not made a request for funding within the previous 12 months
- 3) The activity to be funded should:
 - a) be beneficial to the Town or residents of the greater Saint John region
 - b) promote the Town or the greater Saint John region, as a place to live, work or play
 - c) reflect a need beyond the resources of the individual or group
 - d) be a proposal to host an event of national or international importance

- 4) Council may consider requests at a Council meeting at which a presentation may be made by the requesting group or individual. Any presentation will be made in accordance with Town policy for Council delegations.
- 5) Requests for "in-kind" donations are subject to this policy.
- 6) Council will attempt to allocate funds consistently and fairly, and may require the applicant to complete an application form which would include the following information:
 - a) the name and address of the group or individual requesting funding
 - b) an explanation of how any Town donations would be used
 - c) the location, date, and time at which the activity will take place
 - d) the total costs of project and amount requested from the Town
 - e) the amount and sources of other support
 - f) an explanation of how the donation will benefit Rothsay and its residents
 - g) financial statements (for group application)
- 7) Council may budget for grants and donations but when the budgeted allocation has been utilized in a fiscal year, no further requests will be considered.
- 8) The Mayor has the authority under this policy to approve up to \$1,000 for donation requests, as long as there is sufficient room in the current year budget. The Mayor shall provide a regular report to Council indicating requests received in an amount of \$1,000 or less and the decision made regarding each request.
- 9) Requests for grants in excess of \$1,000 are to be forwarded to Council for a decision, with a recommendation from the Finance Committee.

November 14, 2016	Schedule A (Form) Amended
August 12, 2019	Section 2(g) added

SCHEDULE A

Application for Rothesay Municipal Grant

App. Date: Tuesday, February 3rd, 2026

Applicant: Public Schools in ASD-S (Hampton to Rothesay)

Address: 230 Eriskay Dr, Rothesay, NB E2E 5G7

Contact: Joshua Britten Tel

Email: joshua.britten@nbed.nb.ca

Organization Description:

We are local public school music teachers organizing a community event to celebrate music education in our schools.

Amount Requested: \$500.00

Descriptions of proposed event or activity:

"Musicpalooza" is an exciting event that brings together musical groups, including bands, choirs, and ensembles, from schools across Hampton to Rothesay on Saturday, February 21st, 2026 from 1-6pm at KVHS. This event not only celebrates the musical talents of our students but also fosters a sense of community and collaboration among schools in our district. This will be an open event, meaning no tickets to be sold, so ALL are welcome from our community. A free will donation box will be provided to help cover costs for the event (custodians/tech - sound/video/pizza party for participants).

Project costs:

Fees for custodians: \$250; Tech (sound/video): \$250; Pizza/beverages for participants: \$2000.00

Benefits to town of Rothesay:

Your local schools Rothesay Elementary, Rothesay High School and Rothesay Park Middle School are participating in this musical community event. It highlights how your wonderful town celebrates and supports the Arts within our schools and in the community at large.

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 ("the Act"), SNB 2009, c R-10.6 and may be subject to disclosure under the provisions of "the Act". The information collected on this form may be shared with internal departments, external agencies or released at a public Town Council or committee meeting.

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).

TOWN OF ROTHESAY

FINANCE COMMITTEE

January 28, 2026

In attendance:

Mayor Nancy Grant

Deputy Mayor Matt Alexander, Chairman

Councillor Helen Boyle

Councillor Don Shea

Treasurer Doug MacDonald

Financial Officer Laura Adair

Absent:

CAO Brett McLean

The meeting was called to order at 8:30am.

Councillor Matt Alexander was elected as Chair of the Finance Committee

The agenda was accepted (NG/DS)

Review of Minutes

The minutes of November 27, 2025 were accepted as presented with one change to Donation to KV Food Basket – motion to recommend to Council to donate \$1,000 for Silver Sponsorship for Beatles Tribute at the Imperial Theater (HB/NG)

Donation Requests

WE Believe Saint John \$2,000 – Moved to recommend to Council to approve donation (NG/HB)

DENIED

Kennebecasis Police Hockey Team \$750 – Moved to recommend to Council to approve donation (NG/HB)

DENIED

Junior Achievement \$250 - Mayor Nancy Grant to fund with her personal budget

KV Oasis – Treasurer Doug MacDonald has requested Financial statements. Awaiting response

WE Believe Gala dinner – To purchase 2 tickets from Mayors budget

Scouts \$5,000 – Treasurer Doug MacDonald has not received a response to follow up request for further financial information

Kennebecasis Rowing Club \$3,000 - Table until April 1st, 2025 when Canada Summer Games is announced

For Information

Compliance report – all items filed.

Capital Renewal Fund Approval – Reviewed and approved 2026-2029 Capital Renewal Plan and first installment has been received.

RICC Provincial Grant Agreement – Terms and Conditions letter regarding grant attached

SJ Hospital Foundation Donation - \$1,000 donated from the Mayor's budget.

Motion to accept and receive **items for information (HB/NG)**

Next Meeting

The next meeting is set for February 25, 2026.

The meeting adjourned at 8:45am.

Deputy Mayor Matt Alexander, Chairman

Laura Adair, Recording Secretary



ROTHESAY

MEMORANDUM



TO : Mayor and Council
FROM : Doug MacDonald
DATE : February 2, 2026
RE : 2026 Donation Requests

The finance committee recommends the following motion re donation requests:

Council approve the request for a sponsorship We Believe Saint John in the amount of \$2,000.

The finance committee recommends defeating this motion.

Council approve the request for a sponsorship Kennebecasis Police Hockey Team in the amount of \$750.

The finance committee recommends defeating this motion. Funding will continue to be provided via a cost sharing arrangement with Quispamsis for the payment of ice rental for the event.

SCHEDULE A

Application for Rothesay Municipal Grant

App. Date: January 14, 2026

Applicant: We Believe Saint John

Address: 108 Penobsquis Loop Road, Penobsquis, NB E4G 2B8

Contact: 506 434 2254

Tel. _____

Email: We.believe.nb.2020@gmail.com

Organization Description:

We Believe Saint John is a registered charity organization providing educational programs
and materials to youth, families and communities across the country & around the world.

Amount Requested: \$2,000.00

Descriptions of proposed event or activity:

Empowered to Ride is a free, multi-week mountain biking day camp designed to build resilience and
and confidence in youth. The program provides all equipment and coaching at no cost using local trails to
teach technical skill, environmental stewardship and mental wellness.

Project costs:

CAD \$10,000.00

Benefits to town of Rothesay:

The Empowered to Ride program provides a vital, free summer activity that
directly supports the health and development of Rothesay youth, meeting a clear
community need. It actively promotes Rothesay's natural trails and active lifestyle
enhancing the town's appeal as a vibrant place to live. Furthermore, it builds a
more inclusive community and fosters lasting environmental steward for parks.

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 ("the Act"), SNB
2009, c R-10.6 and may be subject to disclosure under the provisions of "the Act". The
information collected on this form may be shared with internal departments, external
agencies or released at a public Town Council or committee meeting.

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).

SCHEDULE A

Application for Rothesay Municipal Grant

App. Date: 2026-01-21

Applicant: Kennebecasis Regional Police Force Hockey team

Address: 126 Millennium Drive, Quispamsis NB

Contact: 506-847-6300 Tel.

Email: nick.dupuis@nbpolice.ca

Organization Description: KV Police Hockey team

Amount Requested: \$750.00

Descriptions of proposed event or activity: KV Police VS KV Fire hockey game to raise funds for a charity. We play once a year to raise funds to a charity. This year were raising funds for PRO Kids in the KV area. The requested amount are to help the Police Team in ordering new jerseys as the current jerseys were temporary practice jerseys.

Project costs: In total its going to cost approximately \$3000

Benefits to town of Rothesay:

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 ("the Act"), SNB 2009, c R-10.6 and may be subject to disclosure under the provisions of "the Act". The information collected on this form may be shared with internal departments, external agencies or released at a public Town Council or committee meeting.

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).

Town of Rothesay

12/31/2025

219500-60

Donations/Cultural Support	Budget	Paid to date
KV3C (in kind)	2,500.00	-
NB Medical Education Trust	5,000.00	5,000.00
KV Food Basket	5,000.00	6,000.00
Fairweather Scholarship	1,000.00	1,000.00
Saint John Theatre Company	1,000.00	
Symphony NB	2,500.00	
sub	12,000.00	12,000.00
Other:	19,500.00	
Junior Achievement NB		300.00
RES - 50th Anniversary		300.00
Shining Horizons Therapeutic Riding Assoc.		1,200.00
YMCA - Red Triangle Gala		125.00
Royal Canadian Legion		1,000.00
RNS - 2025 Spring Art Show		500.00
You Can Ride for Two		500.00
Fundy Tree Trimming - grinding stumps		938.57
Hilary Pond		500.00
St Josephs hospital foundation		1,000.00
Powow - City of SJ		500.00
KV Old boys		500.00
Royal Canadian Legion		120.00
Fresh Start		500.00
YMCA		1,000.00
RHS		5,000.00
Saint John Regional Hospital Foundation		1,000.00
sub	19,500.00	14,983.57
	31,500.00	26,983.57
G/L Balance		26,983.57



ROTHESAY



TO : Mayor and Council

Submitted By:


Doug MacDonald, Treasurer

DATE : February 2, 2026

RE : General Fund RICC Motions 2025

Recommendation:

RESOLVED that Council approve the transfer of \$565,790.00, effective December 31, 2025, from the General Operating Fund to the General Capital Reserve Fund (RICC) to cover the costs of future expenditures.



ROTHESAY

AGE-FRIENDLY & COMMUNICATIONS COORDINATOR

2026 February 09 Open Session P04L_046
Rothesay Town Hall Common Room
Tuesday, January 20, 2026, at 10 am



PRESENT: DIANE O'CONNOR, CHAIRPERSON
WILLA MAVIS, VICE CHAIRPERSON
NANCY HASLETT
ROBERT TAYLOR
DIANNE TAYLOR
DOAA HIGAZY

DRAFT

AGE-FRIENDLY & COMMUNICATIONS COORDINATOR KIRSTIN DUFFLEY
RECREATION COORDINATOR ALEX HOLDER
RICC CAMPAIGN COORDINATOR KERI FLOOD

ABSENT: MAYOR NANCY GRANT, *ex-officio member*
CHIEF ADMINISTRATIVE OFFICER (CAO) BRETT McLEAN
COUNCILLOR HELEN BOYLE
ANGELA MORSE
JILL JENNINGS
DR. SHAWN JENNINGS
HIGH SCHOOL REPRESENTATIVE (Vacant)

The meeting to order at 10:00 a.m.

1. ELECTION OF OFFICERS

1.1 Election of Chair

K. Duffley called three times for nominations from the floor for Chairperson. D. O'Connor was nominated for Chair by N. Haslett and seconded by W. Mavis. There being no other nominations, Diane O'Connor was elected Chairperson by acclamation.

CARRIED.

1.2 Election of Vice Chair

Chairperson O'Connor called three times for nominations from the floor for Vice Chairperson. W. Mavis was nominated for Vice Chair by N. Haslett and seconded by R. Taylor. There being no other nomination, Willa Mavis was elected Vice Chairperson by acclamation.

CARRIED.

2. APPROVAL OF AGENDA

MOVED by N. Haslett and seconded by D. Taylor the agenda be approved as circulated.

CARRIED.

3. ADMINISTRATION

3.1 Code of Ethics

K. Duffley noted that the Code of Ethics must be reviewed and signed by all committee members.

3.2 Committee Mandate

The Committee Mandate was circulated to the Committee Members.

3.3. Council Priorities

The Council Priorities was circulated to the Committee Members.

3.4 2026 Meetings Schedule

The 2026 Meetings Schedule was circulated to the Committee Members. It was noted that there was an error in the document for the June meeting date, it should read “June 23”.

4. APPROVAL OF MINUTES**4.1 Meeting minutes of November 18, 2025**

MOVED by N. Haslett and seconded by Chairperson O’Connor the minutes of November 18, 2025, be adopted as circulated.

CARRIED.

5. DECLARATION OF CONFLICT OF INTEREST

N/A

6. DELEGATIONS

N/A

7. REPORTS AND PRESENTATIONS

N/A

8. UNFINISHED BUSINESS**8.1 2025-2029 Age-Friendly Community Action Plan****RICC Update K. Flood**

K. Duffley passed the floor to K. Flood for an RICC Update. K. Flood provided an update on the newly formed RICC Fundraising Campaign Board as well as the special announcement from the Province of New Brunswick and their \$6 million dollar contribution to the facility.

Total of \$403,069 out of the \$3 million dollar community fundraising goal has been collected. Several upcoming fundraising events: RHS Valentine’s Day Dance; Pretty in Pink; Kennebecasis Lions Club Pancake Breakfast; A&W Fundraiser; Vito’s Fundraiser.

The RFP closes this week for the design work and hopefully awarded in February/March. K. Flood noted that the Case for Support has been distributed and asked for the word to be spread about the campaign. More signage will be coming to 3219 Rothesay Road.

N. Haslett raised the question about what breaking ground means in regards to the RICC. K. Flood informed the committee that the project will not be broken into pieces – it will be awarded as one complete project. February to August of 2026 will be the design work with input from all stakeholders. September 2026 to September 2028 will be the construction process during which the old arena must remain open. Expected opening in Winter of 2028.

D. Taylor raised concerns about energy and the new facility. K. Flood informed the committee that the RICC has funding from the Federal Government’s Green and Inclusive Community Buildings program, which promotes sustainable practices in the construction and renovation of government facilities. Work will be carried out in accordance with all regulations and input from all committees/stakeholders knowledgeable on this matter.

N. Haslett discussed energy renewal systems from the qplex and City of Saint John facilities.

D. Taylor raised questions about the initial rendering of the facility and wanted to know if the current plans will resemble the old ones. K. Flood responded that we would know more during the design phase when the contract has been awarded.

R. Taylor commented that he was glad to hear Miriam Wells was recognized for her efforts in bringing this facility to fruition. K. Flood added that the Rothesay HIVE and this committee are two large pieces that have also helped tremendously in getting traction behind the RICC.

K. Duffley mentioned that AFAC honorariums can be donated directly to the RICC should members choose to do so.

Cyber Seniors Update K. Duffley

K. Duffley provided an update that she has heard back from Cyber Seniors. All relevant contact information has been shared with them. She is hoping the in-person sessions will begin soon at the library as they have more space and the technology already in place.

9. NEW BUSINESS

9.1 Age-Friendly Programming Update

Rothesay Hive

- Current Offerings: Exercise Classes (5), Tai Chi (Wells), Latin Line Dancing, Book Club, Garden Club, Walking Club, Mahjong & Bridge Games, Card and Board Games, Coffee & Chats, Movie Matinees, Presentations, and lending libraries.
- Grief Café: Once again being offered, now on the second Thursday of every month.
- February calendar will be released this Friday, January 23rd.

Rothesay Hive Members

- **Rothesay Hive Facebook Group:** 1,397
- **Rothesay Hive Members as of now in 2026:** 127+
- Rothesay Hive Members in 2025: 270
- Rothesay Hive Members in 2024: 205
- Rothesay Hive Members in 2023: 162
- Rothesay Hive Members in 2022: 126

Renforth Seniors Exercise Classes

- The Renforth Seniors Exercise Classes are once again being offered at the Bill McGuire Centre on Mondays and Wednesdays until June. Classes break for the summer and start back again in September.

Saint John Newcomers Centre Programs

- Future Engage is on Thursday mornings from 10am-12pm.
- Conversational English Chats is on Wednesdays from 3pm-4pm.
- **Contact:** Sydney MacEachern sydney.maceachern@sjnewcomers.ca / (506) 721-1325

Chairperson O'Connor updated the committee on the Cultural Competency session with D. Higazy that was very well received. D. Higazy thought that this session could continually be offered and is not a one-off. The invite can be extended to other groups including Rothesay High School and Rothesay employees. Chairperson O'Connor also noted that the Sky Program join Future Engage again which brought Newcomer Students to the program to play human Bingo.

Chairperson O'Connor mentioned an upcoming Future Engage sessions, including an interview with Cheryl Robertson who has had a long career in education. Craig Lang and some of the cast from the musical 'Alice' will be coming in late January to talk about the musical. Travel Through my Eyes (Turkey) is coming up in February. Touchstone has also invited Future Engage to visit their maker space and look at the projects the kids have been working on. Dr. Carpentier Gastrologist will discuss colon health. Tom Chamberlain a novelist and teacher will be interviewed.

Chairperson O'Connor inquired about the responses to the KV GO! Surveys – K. Duffley noted that as of right now she does not have an update regarding evaluation of the program.

10. CORRESPONDENCE FOR ACTION

N/A

11. CORRESPONDENCE FOR INFORMATION

N/A

12. DATE OF NEXT MEETING

The next meeting is tentatively scheduled for Tuesday, February 17, at 10 a.m.

13. ADJOURNMENT

MOVED by N. Haslett and seconded by R. Taylor the meeting be adjourned.

CARRIED.

The meeting adjourned at 10:39 a.m.

CHAIRPERSON

RECORDING SECRETARY



ROTHESAY
2026February09OpenSessionFINAL_050
PARKS AND RECREATION COMMITTEE



Meeting Minutes
Rothesay Town Hall Common Room
Tuesday, January 20, 2026, at 6:30 p.m.

DRAFT

PRESENT: COUNCILLOR BILL McGUIRE (remote)
COUNCILLOR HELEN BOYLE, CHAIRPERSON
COLIN BOYNE, VICE-CHAIRPERSON
DANIELLE BOURQUE
DR. JEAN-FRANCOIS LEGARE
PAULA MAGUIRE
SEAN MILLER

DIRECTOR OF PARKS AND RECREATION CHARLES JENSEN
FACILITIES COORDINATOR RYAN KINCADE
RICC CAMPAIGN COORDINATOR KERI FLOOD
RECREATION & COMMS. COORDINATOR ALEX HOLDER
AGE FRIENDLY & COMMS. COORDINATOR KIRSTIN DUFFLEY

ABSENT: CAO BRETT MCLEAN
DR. SHAWN JENNINGS

DPR Jensen called the meeting to order at 6:28 p.m.

1. ELECTION OF OFFICERS

DPR Jensen called three times for nominations from the floor for Chairperson. Counc. McGUIRE nominated Counc. Boyle as Chairperson. There being no other nominations, Counc. Boyle was elected Chairperson by acclamation.

CARRIED.

Chairperson Counc. Boyle called three times for nominations from the floor for Vice Chairperson. Counc. McGuire nominated C. Boyne. There being no other nomination, C. Boyne was elected Vice Chairperson by acclamation.

CARRIED.

2. APPROVAL OF AGENDA

MOVED by S. Miller and seconded by C. Boyne the agenda be approved as circulated.

CARRIED.

3. ADMINISTRATION

3.1 Code of Ethics

The Code of Ethics was circulated to the committee. DPR Jensen noted to the committee that the form for the Code of Ethics must be signed by all committee members and returned.

3.2 Council Priorities

The Council Priorities were circulated to the committee.

3.3 Committee Mandate

The Committee Mandate was circulated to the committee.

3.4 2025 Meeting Schedule

The 2026 Meeting Schedule was circulated to the committee.

4. APPROVAL OF MINUTES:**4.1 Meeting minutes of October 21, 2025**

MOVED by C. Boyne and seconded by P. Maguire meeting minutes of October 21, 2025, be approved as circulated.

CARRIED.

5. DECLARATION OF CONFLICT OF INTEREST**6. DELEGATIONS****7. REPORTS & PRESENTATIONS****8. UNFINISHED BUSINESS****9. CORRESPONDENCE FOR ACTION****10. NEW BUSINESS****10.1 Parks and Recreation Update****20 January 2026 Report from Staff**

DPR Jensen gave a verbal update of the Parks Department to the Committee.

- **Rothesay Arena:** Regular schedule. Busy with the ice booked up and lots of tournaments.
- **Rothesay Common Rink:** Opened in December and was busy over the holidays. Ice will be maintained until the end of March break, weather permitting. Staff are working hard to keep the ice in good condition despite weather.
- **Wells Recreation Park & Hillside Trail:** Wells has been busy throughout the season, and even in the winter. The trails are being used lots by skiers and snowshoers. Both trails at Wells and Hillside are groomed during the winter months when weather permits.

A. Holder gave a verbal update regarding Recreation Programming.

- **Fundy Winterfest 2026:** Fundy Winterfest is a regional event from January 17 to March 8, 2026, where people celebrate and embrace winter as an opportunity to connect across generations, communities, classes and cultures. The 6 communities of Rothesay, Quispamsis, Hampton, Saint John, Grand Bay-Westfield and Fundy-St. Martins welcome you to participate in winter initiatives that empower everyone, including our most vulnerable residents, to be active in winter! Find your hats and mitts– you won't want to miss out on this Greater Saint John Winter experience!

This year in Rothesay we will be hosting the following programs, events and activities:

- **KV Brewskis & Frostbites** – Food and Drink Winter Adventure
- **Free Snowshoe rentals** from River and Trail Outdoor Company
- **Where's Winter Waldo & Winter Woof** – on Rothesay Trails
- **Frozen Moments Photo Contest**
- **Moonlight Snowshoe, Hike, & Astronomy Observation** at Wells Recreation Park – Sunday, February 1 at 6:30PM, Storm date for the following Tuesday.
- **81st Rothesay's Winter Carnival on the Common** – Saturday, February 7 from 2-4pm at the Rothesay Common. Activities we are planning to include: face painting, balloon animals, coloring, Heritage Walk N Talk with David Goss, ice skating with live DJ, try snowshoeing, horse and trolley rides, s'more making, music, and more!
- **Rothesay Common Winterfest Skate Series:** Each Wednesday in February we will be hosting a different skating event from 6-8pm at the Rothesay Comm.
 - Wednesday, February 4: Time Travel Skate – dress to match your favourite decade and enjoy classic hits and retro favourites from past eras.

- Wednesday, February 11: Glow in the Dark Skate – wear neon and white clothing to shine under black lights, and enjoy glow sticks, face paint, and more!
- Wednesday, February 18: DJ Skate Night with DJ Steve – join us for an unforgettable outdoor skate under the stars at the Rothesay Common with live music and electrifying beats by DJ Steve!
- Wednesday, February 25: Skate with the Saint John Sea Dogs – wear your favourite hockey jersey and come skate with the Saint John Sea Dogs and be entered to win a signed Youth Sea Dogs Jersey.
- Frost Finds Challenge – each participating community will hide a small “cache” in a public location – your challenge is to crack the clue and find it. Print your ballot and visit each Fudny Winterfest community during their Winterfest week to collect all six hole punches. Each punch counts as an entry to win great prizes.
- **For more information visit:** <https://www.rothesay.ca/fundy-winterfest-in-rothesay/>

K. Duffley gave a verbal update on Age-Friendly Programming.

- Rothesay Hive: The Rothesay Hive is busy this new year with all regular scheduled programs. For more information including the calendar, newsletter, and more visit:
<https://www.rothesay.ca/recreation/rothesay-hive/>.
 - Rothesay Hive Facebook Group: 1,390 Members
 - Rothesay Hive Registered Members 2022: 122 Members
 - Rothesay Hive Registered Members 2023: 162 Members
 - Rothesay Hive Registered Members 2024: 205 Members
 - Rothesay Hive Registered Members 2025: 270 Members
 - Current Members – 2026: 129 as of January 20, 2026.

Counc. McGuire inquired about required fitness equipment for the exercise classes when the RICC building is completed. K. Duffley noted that she has discussed this with the instructor.

10.2 RICC Update

K. Flood gave an update regarding the fundraising for the RICC. She noted that the timeline for the new facility has been fluid, and the current dates are as follows:

- February 2026 – August 2026: Design
- September 2026 – December 2028: Construction
- Winter 2028: Opening

The project is currently 72% funded (\$26 million). The RFP will close on Friday, January 23rd. Several upcoming fundraising events: RHS Valentine’s Day Dance; Pretty in Pink; Kennebecasis Lions Club Pancake Breakfast; A&W Fundraiser; Vito’s Fundraiser; Performing Arts Fundraiser. K. Flood noted that the Case for Support has been distributed and asked for the word to be spread about the campaign.

11. CORRESPONDENCE FOR INFORMATION

12. DATE OF NEXT MEETING

Tuesday, February 18, 2025, at 6:30pm

13. ADJOURNMENT

MOVED by Counc. Boyle and seconded by P. Maguire the meeting be adjourned.

CARRIED.

ROTHESAY

Parks and Recreation Committee
Minutes

2026 February 09 Open Session FINAL_053

DRAFT

-4-

20 January 2026

The meeting adjourned at 7:00 p.m.

CHAIRPERSON

RECORDING SECRETARY



ROTHESAY
WORKS AND UTILITIES COMMITTEE MEETING
Rothsay Town Hall Common Room
Wednesday, January 21, 2026
5:30 p.m.



DRAFT

PRESENT: DEPUTY MAYOR ALEXANDER, CHAIRPERSON
COUNCILLOR DAVE BROWN
SHAWN CARTER, VICE CHAIRPERSON
MARC GRULL
TYLER DAVIS

DIRECTOR OF OPERATIONS TIM COLWELL
RECORDING SECRETARY DEBBIE KEYES

ABSENT: CYNTHIA VANBUSKIRK
STEPHEN ROSENBERG
CHIEF ADMINISTRATIVE OFFICER BRETT MCLEAN

Deputy Mayor Alexander called the meeting to order at 5:30 p.m.

Deputy Mayor Alexander welcomed Marc Grull and Tyler Davis to the Committee.

1. ELECTION OF OFFICERS

- Deferred to next meeting of February 18th, 2026

2. APPROVAL OF AGENDA

MOVED by S. Carter and seconded by Counc. Brown the agenda be approved.

CARRIED.

3. ADMINISTRATION

3.1 Code of Ethics

DM Alexander reminded the Committee to read and sign the Code of Ethics and pass in to be put on file.

3.2 WUC Mandate

DM Alexander reminded the Committee to read and sign the Mandate and pass in to be put on file.

3.3 2026 WUC Meeting Schedule

RECEIVED FOR INFORMATION

4. APPROVAL OF MINUTES

4.1 Regular Works and Utilities Committee meeting of October 22nd, 2025.

MOVED by S. Carter and seconded by Counc. Brown the minutes of October 22, 2025 be approved as circulated.

CARRIED.

5. DECLARATION OF CONFLICT OF INTEREST

N/A

6. DELEGATIONS

N/A

7. REPORTS & PRESENTATIONS

N/A

8. UNFINISHED BUSINESS

8.1 Solid Waste Tonnage Report

RECEIVED FOR INFORMATION

8.2 Speed Radar Signs Report

DO Colwell explained report is outdated. There are speed radar signs on Vincent Road, one near Town Hall on Hampton Road, one on Gibbon Road and one on Dofred Road. Multiple concerns have been raised about traffic speed s and traffic congestion due to the construction on Chapel Road. Counc. Brown proposed placing a speed radar sign along Chapel Road to monitor vehicle speeds.

POST MEETING UPDATE: The “Black Cat” discreet radar device was installed on Chapel Road instead of the speed radar sign to collect true speed data that would not be influenced by the radar sign.

8.3 Council Priorities 2021-2026

RECEIVED FOR INFORMATION

9. CORRESPONDENCE FOR ACTION

10.1 10 November 2025 Email from resident RE: Unlit Exterior Lamps in the Highland Avenue Area.

10.1.1 06 January 2017 Letter mailout Highland Avenue Streetlights

DM Alexander stated Highland Avenue does not have traditional streetlights mounted on poles. Instead, each property has a light installed at the end of the driveway that is required to remain illuminated at night. Over the years, many of these lights have burned out and have not been replaced, or they have been replaced with incorrect bulbs, as the fixtures require a specific type of bulb. These lights are intended to be hardwired to the electrical panel, without a switch, so they should always be on at night. Staff confirmed that many of the lights were indeed out. In 2017, a letter was sent to the residents of Highland Avenue reminding them of their responsibility to maintain these lights. It is recommended that a similar reminder be sent again.

MOVED by S. Carter and second ed by Counc. Brown recommends to Council to send a letter to residents of Highland Avenue reminding them of their obligations to have the lights lit at the end of their driveway.

CARRIED.

NEW BUSINESS

11.1 Discussion - Crosswalk Lights @ Marr Road/Hampton Road/Clark Road Intersection

DO Colwell explained he has been conversing with a resident who walks along Hampton Road daily and crosses from the Greco side of Hampton Road to the Irving side of Hampton Road. He has expressed concern that when crossing the road, vehicles turning left from Marr Road onto Hampton Road fail to notice pedestrians in the crosswalk and do not stop.

The concern relates to the sight lines at this intersection. The pedestrian is crossing at the designated crosswalk when the signal indicates it is safe to do so and vehicles turning left often do not see the pedestrian and fail to stop. This appears to be due to limited visibility of the straight-through approach. Drivers tend to focus on oncoming vehicles rather than watching for pedestrians in the crosswalk. Visibility down Marr Road is further reduced by traffic queuing in the left-turn lane, making it difficult to see vehicles approaching straight through the intersection, as pedestrians using a crosswalk have the right of way and traffic is required to stop.

The resident was proposing that a phase be added to the signals that would allow all the lights to be red while the walk lights are engaged. The issue with this is that this intersection already has capacity issues, especially in the summer, traffic can back up in all directions. Adding a phase would add time to the overall signal cycle, which would add to the delays that already exist at this intersection. Even if we added only 10 seconds to the cycle, that's about 7-10 cars that don't get through. Then the next cycle, it's another 7-10, and then another. Pretty quickly, these back ups accumulate into long lines that spill over into other intersections.

DM Alexander added that there are other ways to cross the street for those who walk Hampton Road, including the signalized crosswalk at Town Hall and the four new beaconed crosswalks that were installed last fall on Hampton Road.

10. CORRESPONDENCE FOR INFORMATION

10.1 Update – Water system and water rates

DO Colwell explained the reason for this discussion was to review the water billing rates as a means to discourage wasteful use as the water system undergoes its expansion. A memo was circulated at the October 2025 WUC meeting agenda package recommending various possibilities for billing bands, but no conclusion was reached on recommended billing bands. DO Colwell suggested that this memo and topic be revisited at a later meeting date where there are new members on the committee who have not been involved in previous discussions.

DO Colwell provided a brief overview of the Town's water system, approximately 30–40% of Rothesay's population is currently serviced by municipal water. The Town operates a water treatment plant located near Dolan Road, which is supplied by seven sand and gravel wells and an infiltration gallery surrounding Carpenter Pond. At peak capacity, the water treatment plant can produce approximately 30 litres per second, while the well field can currently supply about 24 liters per second at peak production.

A discussion will take place at a future Work and Utilities Committee meeting regarding the billing bands, launching a water conservation campaign, including the use of social media posts and information shared through the Town's website.

10.2 Discussion – Traffic Calming Guide (Report by Tim Colwell)

DM Alexander stated the two intersection treatments not currently used are roundabouts and traffic circles. The Committee discussed whether these might be considered in the future, including concerns about land requirements and varying sizes. Some roundabouts are quite small, with tapered curbs that allow large vehicles to drive over them, while others are larger and fully functional. Questions were raised about how much additional land a properly functioning roundabout would require and whether design standards exist.

It was noted that there are established design guidelines for roundabouts. Design is typically based on the inscribed diameter, measured from outer pavement edge to outer pavement edge, which is generally in the range of 30-40 meters for single lane roundabouts and 50 to 60 metres for multi-lane roundabouts.

Several factors influence the design, including traffic volumes, the percentage of heavy vehicles, speed limits, approach angles, and the length of splitter islands. Splitter islands are a defining feature of roundabouts, guiding vehicles into the correct approach angle and preventing accidental wrong-way left-turn entries. DO Colwell expressed that a good candidate intersection meeting the criteria of a roundabout at the Millennium Drive and Campbell Road intersection, where the existing traffic signal is soon due for replacement or upgrades. A roundabout would be suitable here as there is sufficient space available, the approaches are not exact 90-degree angles, and it would create opportunity to introduce pedestrian infrastructure to the area. In addition to operational benefits, roundabouts can enhance the streetscape by reinforcing a community-oriented feel, slowing traffic, improving pedestrian crossing opportunities, and allowing for landscaping, decorative concrete, and other aesthetic features within the central island. Roundabouts were also noted to offer safety benefits. Unlike traditional cross or T-intersections, where red-light violations can result in high-severity T-bone collisions, roundabouts reduce vehicle speeds and change the nature of potential collisions to lower-speed, angular impacts.

Discussion on other methods presented in the Traffic Calming Guide:

The preferred traffic approach is to create visual “effects” or “cues” that encourage drivers to reduce speed. This can include measures such as physically narrowing the roadway or adding curb extensions. On many main streets, bike lanes were not originally part of the roadway design but were later added through pavement markings. These painted bike lanes visually narrow the driving lanes, prompting drivers to slow down, while also providing dedicated space for cyclists. This approach offers dual benefits.

The Committee suggested that in addition KRPF be asked to run a social media campaign addressing speeding.

The Traffic Calming Guide will be discussed further at the next Work & Utilities Committee meeting when other members are present, and all have had the opportunity to review in detail.

MOVED by S. Carter and seconded by Counc. Brown recommends to Council to send a letter to the KRPF asking for a social media campaign on speeding.

CARRIED.

11. DATE OF NEXT MEETING:

Wednesday, February 18th, 2026.

12. ADJOURNMENT

MOVED by Counc. Brown and seconded by S. Carter meeting be adjourned.

CARRIED.

The meeting adjourned at 6:45 p.m.

CHAIRPERSON

RECORDING SECRETARY



2026 February 09 Open Session FINAL_058

ROTHESAY

MEMORANDUM



TO : Mayor and Council
FROM : Works & Utilities Committee
DATE : January 21st, 2026
RE : Highland Ave Exterior Lights

Background:

Please be advised the Works & Utilities Committee passed the following motion at its regular meeting on Wednesday, January 21st, 2026:

MOVED ... and seconded ...:

MOVED by S. Carter and second ed by Counc. Brown recommends to Council to send a letter to residents of Highland Avenue reminding them of their obligations to have the lights lit at the end of their driveway.

CARRIED.



2026 February 09 Open Session FINAL_059

ROTHESAY

MEMORANDUM



TO : Mayor and Council
FROM : Works & Utilities Committee
DATE : January 21st, 2026
RE : Traffic Calming Guide

Background:

Please be advised the Works & Utilities Committee passed the following motion at its regular meeting on Wednesday, January 21st, 2026:

MOVED ... and seconded ...:

MOVED by S. Carter and seconded by Counc. Brown recommends to Council to send a letter to the KRPF asking for a social media campaign on speeding.

CARRIED.



ROTHESAY
2026February09OpenSessionFINAL_060
PLANNING ADVISORY COMMITTEE MEETING
Rothesay Town Hall Common Room
Monday, February 2, 2026 at 5:30 p.m.



DRAFT

PRESENT: COUNCILLOR DON SHEA
COUNCILLOR PETER LEWIS
RALPH FORTE, CHAIRPERSON
MATTHEW GRAHAM
COLLEEN LANG

CHIEF ADMINISTRATIVE OFFICER (CAO) BRETT McLEAN
TOWN CLERK MARY JANE BANKS
ASSISTANT CLERK LIZ HAZLETT
DIRECTOR OF PLANNING/DEVELOPMENT SERVICES (DPDS) MARK READE

ABSENT: KELLY ADAMS, VICE-CHAIRPERSON
RHEAL GUIMOND
TED HARLEY

The meeting was called to order at 5:30 p.m. Chairperson Forte mentioned tonight's presentation can only be projected on the small monitor and not the large screen.

1. APPROVAL OF THE AGENDA

MOVED by Counc. Lewis and seconded by C. Lang the agenda be approved as circulated.

CARRIED.

2. ADOPTION OF MINUTES

2.1 Regular Meeting of January 5, 2026

MOVED by Counc. Shea and seconded by M. Graham the Planning Advisory Committee meeting minutes of January 5, 2026 be adopted as circulated.

CARRIED.

3. DECLARATION OF CONFLICT OF INTEREST

N/A

4. NEW BUSINESS

4.1 12 Ian Crescent

OWNER:

PID:

PROPOSAL:

Caleigh Barber-Russell

Caleigh Barber-Russell

00258830

Home Occupation (Counselling Services)

Ms. Barber-Russell was in attendance. DPDS Reade summarized the application, highlighting that the service will occupy two rooms in the basement, and the application meets all requirements of the Zoning By-law with respect to the building, capacity, parking, and traffic generation. Polling was conducted and staff recommend approval of the application. Ms. Barber-Russell spoke of the business, noting the intent is to provide a separate location from her uptown office to improve accessibility for those in the community. She mentioned there will be a maximum of four clients per day, three days a week. She shared the nature of her practice, and as a safety element, she will only be working with long-term clientele, as it is her home. The uptown office will remain open as well. She assured the Committee that the intent is not to have any overlap, and to be as quiet and inconspicuous as possible owing to the nature of the business.

In response to an inquiry, Ms. Barber-Russell stated her business hours will be Tuesday-Thursday 10:00 a.m. to 5:30 p.m. There was a brief discussion noting it is a suitable location for accessibility.

MOVED by Counc. Lewis and seconded by Counc. Shea the Planning Advisory Committee hereby grants approval to operate a home occupation from the residential dwelling located at 12 Ian Crescent (PID 00258830) as a Conditional Use subject to Section 5.3 of By-law 2-10 Home Occupation Requirements.

CARRIED.

Chairperson Forte thanked Ms. Barber-Russell. Ms. Barber-Russell thanked the Committee, and she left the meeting.

<p>4.2 Longwood Drive (Bridlewood Estates) OWNER: PID: PROPOSAL:</p>	<p>JP Custom Homes JP Custom Homes 30228456, 00441998, 30021539, 00244434 Amending Assent to Land for Public Purposes and Development Agreement</p>
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Peter Donovan was in attendance on behalf of JP Custom Homes. An updated tentative subdivision plan was circulated to the Committee. DPDS Reade summarized the application, noting it is to amend the assent to land for public purposes (LPP) to change the location and size of the three LPP parcels to better align with stormwater management plans and proposed walking trails. He noted polling was conducted and he reviewed the recommendations. When questioned, Mr. Donovan had nothing further to add.

MOVED by Counc. Shea and seconded by M. Graham the Planning Advisory Committee hereby recommends that Council rescind their motion passed at the regular meeting of September 8, 2025, relating to the acceptance of Land for Public Purposes in the Bridlewood Subdivision, more specifically the following:

MOVED by Counc. Shea and seconded by Counc. Lewis Council assent to the Tentative Subdivision Plan prepared by DeSaulniers Surveys Inc. for the Bridlewood Estates Subdivision for the properties identified as PIDs 30228456, 00441998, 30021539, 00244434 (to be consolidated), with respect to the vesting of the proposed 703 square meters of Land for Public Purposes, with the balance of the LPP dedication to be deferred pending discussions between the Developer and Rothesay regarding provision of walking trails by the Developer in the three areas of Land for Public Purposes. The acceptance of the three areas of Land for Public Purposes is subject to the following amendment being made to the final plan of subdivision:

- Relocation of the proposed LFPP-1 to the northwest so that it is located between lots P3-14 and P3-15 and aligned with the Future Street (PID 30246441).

CARRIED.

MOVED by Counc. Shea and seconded by C. Lang the Planning Advisory Committee hereby recommends that Council assent to the Tentative Subdivision Plan prepared by DeSaulniers Surveys Inc. for the Bridlewood Estates Subdivision for the properties identified as PIDs 30228456, 00441998, 30021539, 00244434 with respect to the vesting of the proposed 988 square meters of Land for Public Purposes, with the balance of the LPP dedication to be deferred pending discussions between the Developer and Rothesay regarding provision of walking trails by the Developer in the three areas of Land for Public Purposes.

CARRIED.

Chairperson Forte thanked Mr. Donovan. Mr. Donovan thanked the Committee and he left the meeting.

4.3 79 Donlyn Drive

OWNER:

PID:

PROPOSAL:

Corey O'Dell

753221 NB Inc.

30305577

Development Agreement

Mr. O'Dell was in attendance. DPDS Reade summarized the application. He explained that the site was previously approved for a special care home (McNair Manor), but Council resolved to discharge the agreement as there was no progress on the project. With respect to the proposal, he spoke of: the three storey 18-unit building; alignment with a high density zone in the Municipal Plan; other compatible high density and commercial properties in the area; the requirement for a development agreement (Millennium Park Zone); the recommendation for a public meeting; and traffic generation well below peak thresholds of 100 vehicles – 19 vehicles (a.m. peak) and 16 vehicles (p.m. peak). He added that the parking lot will be located away from the adjacent residential property, and tree retention of 12 to 14 meters exceeds the 10-meter buffering requirement.

DPDS Reade advised that variances are required. Committee approval is required for a multi-unit building in lieu of garden homes, or town houses, adjacent to a single-family property in the Millennium Park Zone; as well as density (54 instead of 50 units per hectare). Staff variances can be granted for building height (11.34 meters instead of 10 meters); and minimum lot size (3336 sq. m. instead of 7200 sq. m.). He noted staff are supportive of the variances as the proposal fits on the lot, setbacks are met, minimum landscaping requirements are exceeded, and the building covers an area of 15% as opposed to the 40% maximum permitted lot coverage.

DPDS Reade reviewed the findings of the Shadow Study and potential impacts to the multi-unit building at 512 Millennium Drive and the single-family home at 77 Donlyn Drive. Some impacts may be mitigated by the existing tree line, but staff have asked the applicant to conduct an additional review of these impacts prior to the recommended public meeting.

DPDS Reade advised a draft development agreement was prepared which outlines requirements for municipal services, and submission of stormwater management and landscaping plans prior to obtaining a building permit. He concluded by noting polling was conducted and further public notification will occur if a public meeting is scheduled. He reviewed the recommendations.

In response to an inquiry, DPDS Reade advised a contribution for sidewalk installation on Donlyn Drive is included in the development agreement. When questioned, Mr. O'Dell confirmed that the building will not have an elevator, there will be one—or possibly two—accessible units on the ground floor and no basement. Mr. O'Dell explained that eliminating public spaces such as common rooms/areas has allowed the footprint of the building to remain small. He added that he is conscientious of Town requirements in terms of the site plan and stormwater management. With respect to the Shadow Study, he explained that the existing tree line is 20-40ft tall which exceeds the height of the adjacent house. Therefore, he does not foresee an impact but will review the matter further to ensure.

Neil Graham, 75 Donlyn Drive, raised concern about the number of variances required. He noted he is not here to oppose the development but worries that the proposal may be trying to squeeze everything in to fit on the lot.

Mr. O'Dell acknowledged that it may not look good on paper but indicated it can be misleading as the variances are related, especially in terms of density. He noted despite the number of units on the lot, the proposal is respectful of the surrounding area by being well below the maximum threshold for paving, exceeding landscape requirements, maintaining a significant tree buffer, situating the parking lot away from the residential property, and constructing a single building as opposed to 12-14 town-or garden-homes.

CAO McLean mentioned that the proposal creates housing diversity, more specifically, the difference in amenities – compared to other multi-unit buildings – is likely to be reflected in the rental cost.

MOVED by M. Graham and seconded by Counc. Shea the Planning Advisory Committee hereby recommends that Council schedule a public meeting on behalf of the applicant to allow the community to become familiar with the proposal and provide comment.

YEA votes recorded from: Councs. Lewis and Shea, and C. Lang and M. Graham

NAY vote recorded from: R. Forte

CARRIED.

MOVED by Counc. Lewis and seconded by C. Lang the Planning Advisory Committee hereby grants a variance to Rothesay Zoning By-law 2-10 allowing for the proposed multiple unit building in lieu of the required moderate density garden homes or town houses adjacent to residentially zoned properties. This variance is conditional on Council's approval of the project through the required Development Agreement.

ON THE QUESTION:

In response to an inquiry, DPDS Reade clarified that approval of the variances is subject to Council approval of the proposal. He noted another option could be that the variances be tabled pending the public meeting. Town Clerk Banks further clarified that the recommendation is for a public meeting, not a public hearing for a rezoning process.

YEA votes recorded from: Councs. Lewis and Shea, and C. Lang and M. Graham

NAY vote recorded from: R. Forte

CARRIED.

MOVED by Counc. Shea and seconded by M. Graham the Planning Advisory Committee hereby grants a variance to Rothesay Zoning By-law 2-10 allowing for the proposed density of 54 units per hectare whereas the Millennium Park (MP) Zone limits the density to 50 units per hectare. This variance is conditional on Council's approval of the project through the required Development Agreement.

YEA votes recorded from: Councs. Lewis and Shea, and C. Lang and M. Graham

NAY vote recorded from: R. Forte

CARRIED.

MOVED by Counc. Lewis and seconded by C. Lang the Planning Advisory Committee hereby recommends Council enter into an agreement with 753221 NB Inc. for the development of a multiple unit building on 30305577 as shown on the plans submitted with the application and contained in the Development Agreement.

YEA votes recorded from: Councs. Lewis and Shea, and C. Lang and M. Graham

NAY vote recorded from: R. Forte

CARRIED.

Chairperson Forte thanked Mr. O'Dell. Mr. O'Dell thanked the Committee, and he left the meeting.

5. OLD BUSINESS

TABLED ITEMS

5.1 4 Grove Avenue (PID 00258376) – Setback Variance

No action at this time

5.2 251 Gondola Point Road (PID 00243733) – Temporary Suite

No action at this time

5.3 Appleby Drive & Higginson Avenue

Andrew McKay

OWNER:

A.E. McKay Builders

PID:

30175467 & 30175475

PROPOSAL:

Subdivision (18 Lots)

MOVED by Counc. Shea and seconded by M. Graham that Appleby Drive & Higginson Avenue be removed from the table.

CARRIED.

Mr. McKay, and Rick Turner of Hughes Surveys and Consultants, were in attendance. DPDS Reade noted the application is for an 18-lot subdivision that will extend Appleby Drive and Higginson Avenue. He mentioned the item was tabled pending more information on the Wiljac Street extension project. DPDS Reade explained the Wiljac project. More specifically, it will extend the street south to Fox Farm Road and north across the Hillside South Study lands. Land has been acquired for the Town portion, and the final stages of purchase are proceeding for the last piece (a portion of the Lordly property). The project will also require municipal services (water, sewer, stormwater). Project design is 70% complete and under review by Town staff. A tender will be prepared and awarded following submission, and approval, of an application to the Municipal Capital Borrowing Board (MCBB). The estimated cost of the project is roughly \$3 million dollars.

DPDS Reade mentioned there are four landowners in the Secondary Plan area: the Lordly Estate (parcel under negotiation); A.E. McKay (subject application); MR Investments (project approved); and Robins Equity Group (no applications brought forth). He noted both the proposal, and the approved project for MR Investments, is located in Phase 1 of the Hillside South Secondary Plan area and can be developed without a secondary road. Developments outside of Phase 1 will require the extension of Wiljac Street. He explained that Mr. McKay was permitted to construct an access road, to reach an approved one-lot subdivision off Riverside Drive/High Cliff Court. The intent is to extend this road to the proposed subdivision and the Town portion of the Wiljac Street extension.

DPDS Reade reviewed the recommendations and noted polling was conducted.

M. Graham mentioned that the access route across Mr. McKay's property does not align with the design of future streets on the map. He asked if expediting the process of the road will create detrimental effects on the long-term goal. CAO McLean advised that the goal of connecting Wiljac Street and Grove Avenue with a collector road remains, but the route will need to be adjusted based on discussions with the Department of Environment regarding delineated wetlands. He added that Mr. McKay has committed to creating a connection across his land which will likely be completed before the Town's portion.

There was lengthy discussion related to the rationale (likely related to sanitary sewer provision) for permitting Phase 1 without the collector road, despite unchanging road concerns. CAO McLean spoke of housing needs, potential development of the overall area, and benefits of upgrading Wiljac Street through extension of municipal water and sewer services to new, and existing, residents. He added that providing an alternate route will also alleviate some public concerns. Furthermore, it is anticipated most work will be done onsite leaving construction traffic to a minimum.

There was discussion about Mr. McKay's commitment to the project. Mr. McKay stated that he is halfway there now because of the access road. He reported that he is working with the Department of Environment and expects approval for the whole area soon. He estimated that he will be able to extend the road to the Lordly property before the Town completes its portion. Counc. Lewis mentioned that Mr. Maltby (MR Investments) informally agreed to ensure that the speed of construction vehicles in the area will not exceed 20km/hr, noting this will help alleviate resident concerns. When questioned, Mr. McKay noted it is unlikely that all construction vehicles will travel up Appleby Drive and Dunedin Road.

Discussion ensued on seemingly unresolved roadway concerns that were raised for a rezoning appeal in the early 2000s as well as recent projects. CAO McLean mentioned that road construction and safety is outside the jurisdiction of the Planning Appeal Board. He added that there have been many changes over time, including vehicle technology which has improved in the past twenty-four years. DPDS Reade mentioned that the current approach to road design standards is through the Transportation Association of Canada (TAC) which has been reflected through updated by-laws.

Mr. Turner shared that following a discussion with a resident, after the last meeting, he sent a detailed text sharing the importance of creating an alternate route to two single-access areas, especially in the event of an emergency. He also reminded the resident of commitments by both Mr. McKay, and the Town, towards the Wiljac Street extension project. Since he is not a spokesperson for the Town, he suggested the resident seek further information from Town staff. The resident seemed satisfied with the text, and if it was shared, may have been the reason why there are no members of the public in attendance tonight.

In response to an inquiry, Mr. McKay estimated that the 18-lot project could be completed in 2-3 years.

C. Lang raised concern about construction overlap. More specifically, the traffic impact from both Mr. McKay's and MR Investments' projects, while the connector road is being developed. She acknowledged that there may not be a lot of heavy equipment, but the projects will still require other large vehicles (ex. cement trucks). She reiterated that residents, themselves, have difficulty travelling up and down the roads. Mr. Turner noted that the access road could be extended through Mr. McKay's property by this summer, which would provide an alternate route for such vehicles. He clarified that it may be a gravel road but will be passable for vehicles. Counc. Lewis offered that it is likely residents will appreciate the secondary access since they have noted difficulty travelling up Dunedin Road and Appleby Drive in the winter. He reiterated his request that Appleby Drive and Dunedin Road be closed to truck traffic once the access road is in place. CAO McLean added that the public streets proposed will not have steep grades like the existing roads.

MOVED by M. Graham and seconded by Counc. Lewis the Planning Advisory Committee hereby recommends that Council assent to the Tentative Subdivision Plan prepared by Hughes Surveys and Consultants Inc. for the A.E. McKay Subdivision Phase 1, for the properties identified as portions of PIDs 30175467 and 30175475, with respect to the vesting of the proposed Public Streets and Future Streets and necessary Local Government Services Easements and Municipal Drainage Easements.

YEA votes recorded from: Councs. Lewis and Shea, and R. Forte and M. Graham

NAY vote recorded from: C. Lang

CARRIED.

MOVED by Counc. Lewis and seconded by M. Graham the Planning Advisory Committee hereby recommends that Council enter into a Development Agreement with the landowner/developer in general conformance with the draft Development Agreement for the properties identified as portions of PIDs 30175467 and 30175475.

YEA votes recorded from: Councs. Lewis and Shea, and R. Forte and M. Graham

NAY vote recorded from: C. Lang

CARRIED.

Chairperson Forte thanked Mr. McKay and Mr. Turner and they left the meeting.

5.4 Subdivision By-law Amendment – Electrical and Communications Servicing

26 January 2026

Report prepared by DPDS Reade

DRAFT

By-law 4-10-01

A revised draft By-law 4-10-01 was circulated to the Committee with additions of a notwithstanding clause, consolidation with By-law 4-10, and an effective date. DPDS Reade reviewed the report, noting the amending by-law is in response to ongoing subdivision development, and current practices of NB Power and other service providers. Should the Committee recommend Council enact the by-law, there will be minor formatting edits.

MOVED by Counc. Shea and seconded by C. Lang the Planning Advisory Committee recommend Council enact By-law 4-10-01, “A By-law to Amend the Subdivision By-law”.

CARRIED.**8. CORRESPONDENCE FOR INFORMATION**

N/A

7. DATE OF NEXT MEETING(S)

DPDS Reade advised the original intent was to reschedule the March meeting – to the end of February – because it falls during March Break. Since the application deadline was Friday, January 30th, and no applications were received, the next meeting will be the regularly scheduled April meeting. This meeting will be on *Tuesday*, April 7th because of the holiday Easter Monday (April 6th).

The next meeting will be held on:

~~Regular Meeting~~ ~~Monday, March 2, 2026 at 5:30 p.m.~~

Regular Meeting **TUESDAY**, April 7, 2026 at 5:30 p.m.

8. ADJOURNMENT

MOVED by M. Graham and seconded by Counc. Lewis the meeting be adjourned.

CARRIED.

The meeting adjourned at 6:53 p.m.

 CHAIRPERSON

 RECORDING SECRETARY



2026February09OpenSessionFINAL_068

ROTHESAY

MEMORANDUM



TO : Mayor Grant and Council
FROM : Planning Advisory Committee
DATE : 3 February 2026
RE : Longwood Drive (Bridlewood Estates)
Amending Assent to Land for Public Purposes and Development Agreement

Recommendation:

- Council rescind the motion passed at the regular meeting of September 8, 2025, relating to the acceptance of Land for Public Purposes in the Bridlewood Subdivision, more specifically the following:

MOVED by Counc. Shea and seconded by Counc. Lewis Council assent to the Tentative Subdivision Plan prepared by DeSaulniers Surveys Inc. for the Bridlewood Estates Subdivision for the properties identified as PIDs 30228456, 00441998, 30021539, 00244434 (to be consolidated), with respect to the vesting of the proposed 703 square meters of Land for Public Purposes, with the balance of the LPP dedication to be deferred pending discussions between the Developer and Rothesay regarding provision of walking trails by the Developer in the three areas of Land for Public Purposes. The acceptance of the three areas of Land for Public Purposes is subject to the following amendment being made to the final plan of subdivision:

- Relocation of the proposed LFPP-1 to the northwest so that it is located between lots P3-14 and P3-15 and aligned with the Future Street (PID 30246441).
- Council assent to the Tentative Subdivision Plan prepared by DeSaulniers Surveys Inc. for the Bridlewood Estates Subdivision for the properties identified as PIDs 30228456, 00441998, 30021539, 00244434 with respect to the vesting of the proposed 988 square meters of Land for Public Purposes, with the balance of the LPP dedication to be deferred pending discussions between the Developer and Rothesay regarding provision of walking trails by the Developer in the three areas of Land for Public Purposes.

Background:

The Planning Advisory Committee passed the following motions at its regular meeting of Monday, February 2, 2026:

ROTHESAY

TO: Mayor and Council

FROM: Planning Advisory Committee

RE: Bridlewood Estates

2026February09OpenSessionFINAL_069

-2-

February 3, 2026

MOVED by Counc. Shea and seconded by M. Graham the Planning Advisory Committee hereby recommends that Council rescind their motion passed at the regular meeting of September 8, 2025, relating to the acceptance of Land for Public Purposes in the Bridlewood Subdivision, more specifically the following:

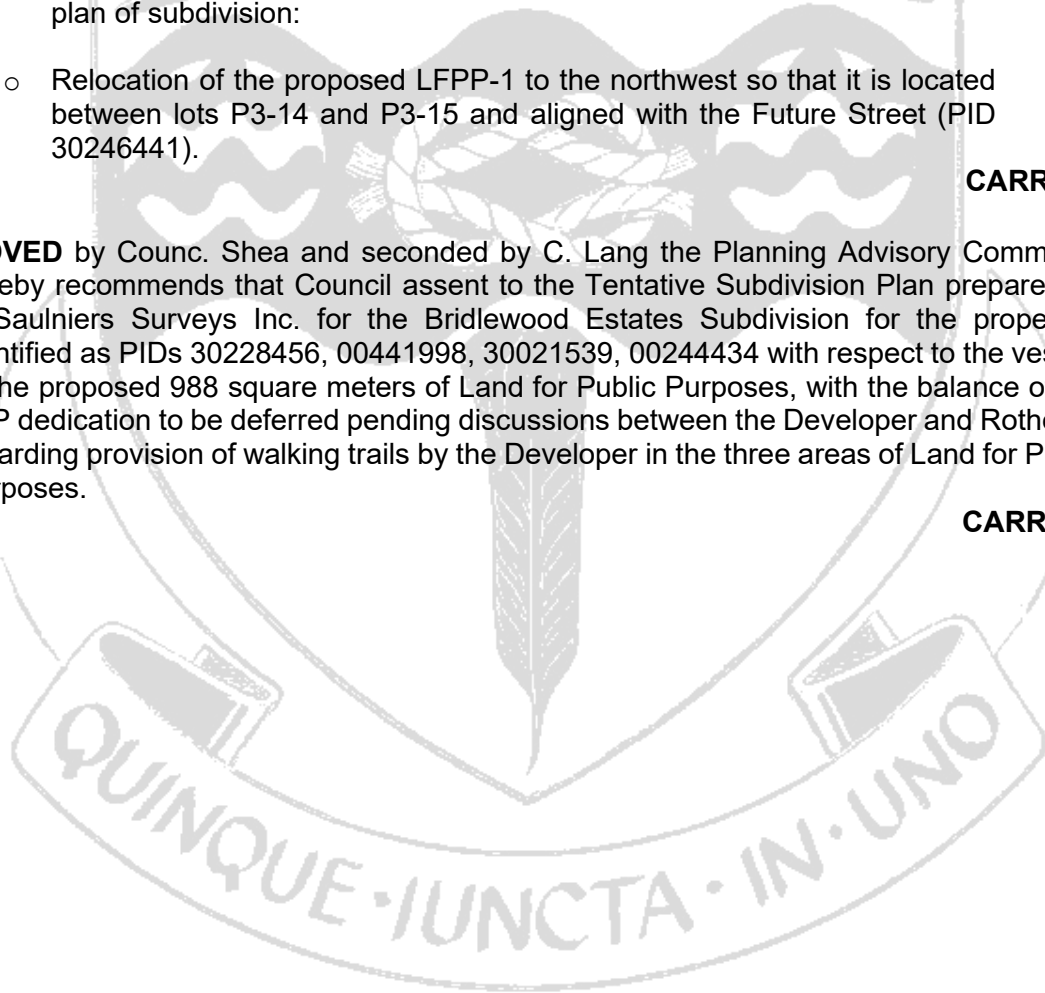
MOVED by Counc. Shea and seconded by Counc. Lewis Council assent to the Tentative Subdivision Plan prepared by DeSaulniers Surveys Inc. for the Bridlewood Estates Subdivision for the properties identified as PIDs 30228456, 00441998, 30021539, 00244434 (to be consolidated), with respect to the vesting of the proposed 703 square meters of Land for Public Purposes, with the balance of the LPP dedication to be deferred pending discussions between the Developer and Rothesay regarding provision of walking trails by the Developer in the three areas of Land for Public Purposes. The acceptance of the three areas of Land for Public Purposes is subject to the following amendment being made to the final plan of subdivision:

- Relocation of the proposed LFPP-1 to the northwest so that it is located between lots P3-14 and P3-15 and aligned with the Future Street (PID 30246441).

CARRIED.

MOVED by Counc. Shea and seconded by C. Lang the Planning Advisory Committee hereby recommends that Council assent to the Tentative Subdivision Plan prepared by DeSaulniers Surveys Inc. for the Bridlewood Estates Subdivision for the properties identified as PIDs 30228456, 00441998, 30021539, 00244434 with respect to the vesting of the proposed 988 square meters of Land for Public Purposes, with the balance of the LPP dedication to be deferred pending discussions between the Developer and Rothesay regarding provision of walking trails by the Developer in the three areas of Land for Public Purposes.

CARRIED.





To: Chair and Members of Rothesay Planning Advisory Committee
From: Mark Reade, P.Eng., RPP, MCIP – Director of Planning and Development Services
Date: Wednesday, January 28, 2026
Subject: 43 Lot Subdivision – Bridlewood Estates (PIDs 30228456, 00441998, 30021539 & 00244434) – Revised Lands for Public Purposes Assent

Applicant:	JP Custom Homes	Property Owner:	JP Custom Homes
Mailing Address:	PO Box 4592 Rothesay, NB E2E 5X3	Mailing Address:	PO Box 4592 Rothesay, NB E2E 5X3
Property Location:	Longwood Drive	PID:	30228456, 00441998, 30021539 & 00244434
Plan Designation:	Low Density	Zone:	Single Family Residential – Standard Zone [R1B]
Application For:	Amending Assent to Lands for Public Purposes and Development Agreement		
Input from Other Sources:	Operations		

Origin:

At their meeting of September 8, 2025, Rothesay Council adopted the following motion with respect to the development of a 43-lot subdivision on PIDs 30228456, 00441998, 30021539 & 00244434:

***MOVED** by Counc. Shea and seconded by Counc. Lewis Council assent to the Tentative Subdivision Plan prepared by Desaulniers Surveys Inc. for the Bridlewood Estates Subdivision for the properties identified as PIDs 30228456, 00441998, 30021539, and 00244434 (to be consolidated), with respect to the vesting of the proposed 703 square metres of Lands for Public Purposes, with the balance of the LPP dedication to be deferred pending discussions between the Developer and Rothesay regarding provision of walking trails by the Developer in the three areas of Land for Public Purposes. The acceptance of the three areas of Land for Public Purposes is subject to the following amendment being made to the final plan of subdivision:*

- *Relocation of the proposed LFPP-1 to the northwest so that it is located between lots P3-14 and P3-15 and aligned with the Future Street (PID 30246441).*

CARRIED

Separate resolutions were also adopted regarding the assent to Public Streets and Local Government Services Easements, and authorization of a Town / Developer Subdivision Agreement.

Background:

As detailed engineering design has progressed on the subdivision, changes have been made to the location and configuration of the three parcels of Land for Public Purposes as follows:

- An increase in width of LFPP-1 from 5 metres to 7 metres, increasing the size of the parcel from 385 square metres to 537 square metres.
- A relocation of LFPP-2 further to the southwest along Equus Way to coincide with the location of a proposed storm sewer main discharging to the Oakville Acres Pond. The width of this parcel is increased from 5 metres to 7 metres, increasing the parcel area from 225 square metres to 315 square metres.

- An increase in width of LFPP-3 from 5 metres to 7 metres, increasing the size of the parcel from 93 square metres to 136 square metres.

This has resulted in additional Land for Public Purposes being provided (988 square metres versus 703 square metres).

As with the original subdivision layout, Staff recommend taking a combined dedication to accept the three walkway areas proposed by the applicant and the balance as money-in-lieu.

Rothsay's Subdivision By-Law does not include an explicit provision, like that of other municipalities, allowing for work in kind to be provided by a developer, such as construction of a walking trail. The *Community Planning Act* provides jurisdiction to the Planning Advisory Committee to grant reasonable variances related to the provision of Land for Public Purposes.

Staff note that should the developer be willing to construct walking trails to a design standard approved by Rothsay, the committee could entertain a variance to reduce the cash-in-lieu requirement payable. Should the Developer be amenable to exploring this concept, Staff recommend that the acceptance of the three areas of Land for Public Purposes (LFPP-1, LFPP2, LFPP-3) be assented to, with the money-in-lieu deduction deferred pending further discussions with the Town and Developer and costing of the trail construction through these areas.

Development Agreement

A revised Development Agreement is attached that contains amendments related to the revised Land for Public Purposes, transfer of the stormwater pond lot to the Town, and clarification of Rothsay's requirements for underground servicing.

Polling

Polling letters were sent to nearby residents to inform them of the application and solicit their comments. Any written correspondence received from the polling has been provided in the agenda packet.

Recommendation:

Staff recommended THAT the Planning Advisory Committee consider the following Motions:

- A. PAC Hereby recommends that Council rescind their motion passed at the regular meeting of September 8, 2025, relating to the acceptance of Land for Public Purposes in the Bridlewood Subdivision, more specifically the following:

MOVED by Counc. Shea and seconded by Counc. Lewis Council assent to the Tentative Subdivision Plan prepared by Desaulniers Surveys Inc. for the Bridlewood Estates Subdivision for the properties identified as PIDs 30228456, 00441998, 30021539, and 00244434 (to be consolidated), with respect to the vesting of the proposed 703 square metres of Lands for Public Purposes, with the balance of the LPP dedication to be deferred pending discussions between the Developer and Rothsay regarding provision of walking trails by the Developer in the three areas of Land for Public Purposes. The acceptance of the three areas of Land for Public Purposes is subject to the following amendment being made to the final plan of subdivision:

- Relocation of the proposed LFPP-1 to the northwest so that it is located between lots P3-14 and P3-15 and aligned with the Future Street (PID 30246441).

CARRIED

- B. PAC Hereby recommends that Council assent to the Tentative Subdivision Plan prepared by DeSaulniers Surveys Inc. for the Bridlewood Estates Subdivision for the properties identified as PIDs 30228456, 00441998, 30021539, and 00244434 with respect to the vesting of the proposed 988 square metres of Lands for Public Purposes, with the balance of the LPP dedication to be deferred pending discussions between the Developer and Rothesay regarding provision of walking trails by the Developer in the three areas of Land for Public Purposes.

Attachments:

Attachment 1	Air Photo
Attachment 2	Future Land Use Map – Municipal Plan
Attachment 3	Zoning Map
Attachment 4	Tentative Plan of Subdivision Revised LPP Layout
Attachment 5	Revised Development Agreement



Report Prepared by: Mark Reade, P.Eng., RPP, MCIP
Date: Wednesday, January 28, 2026

Bridlewood Estates - Air Photo

2020 February 090 per Session FINAL_076

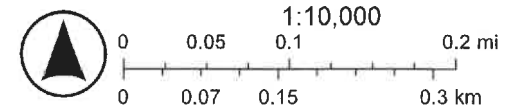


2025-07-24

 Subject Site

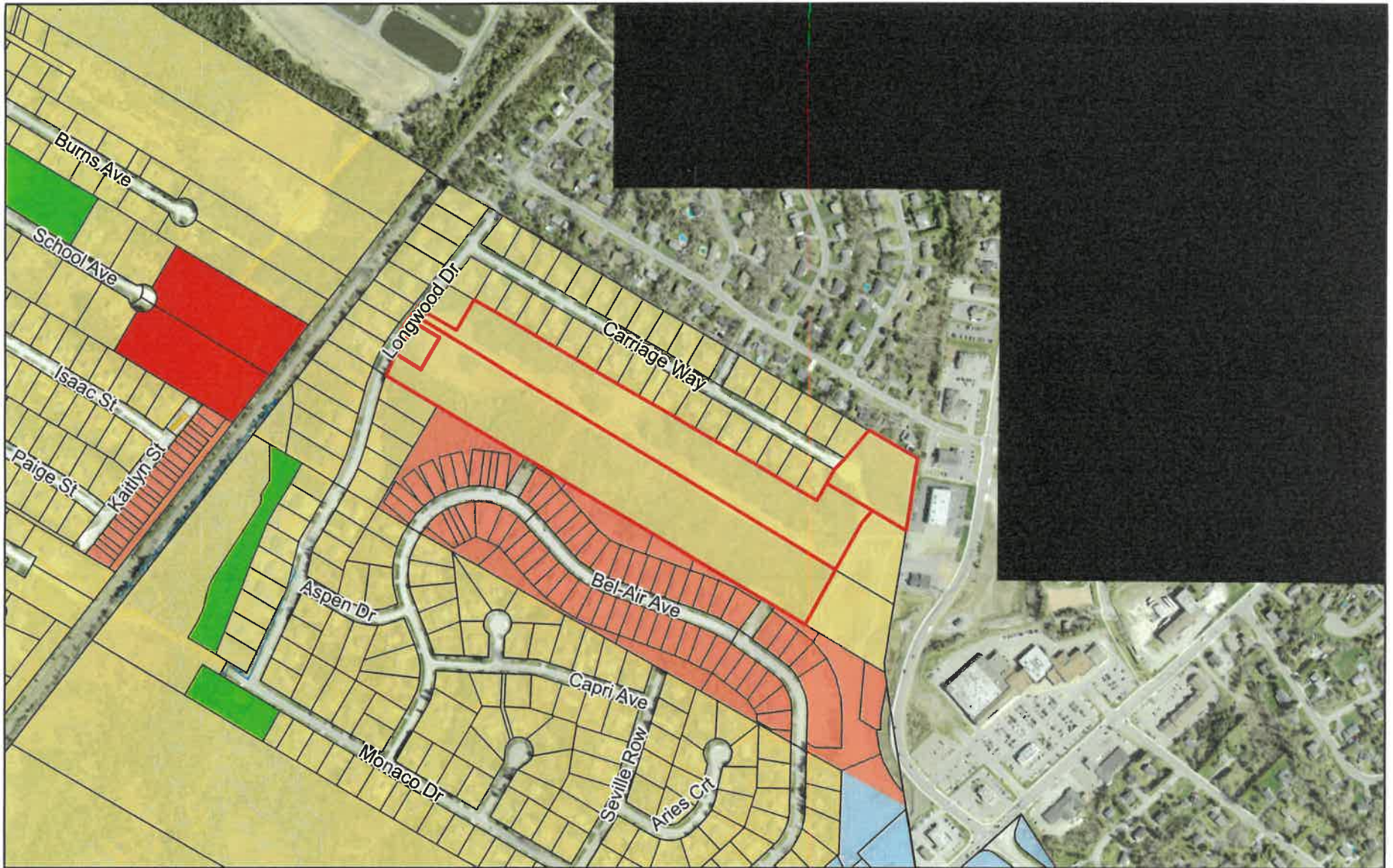
 Encumbrance

 Wetlands 2022



Bridlewood Zoning

2026 February 09 Open Session FINAL_075



2025-07-24

Subject Site
Wetlands 2022

Zoning

R1B
R3
R4
CC
REC

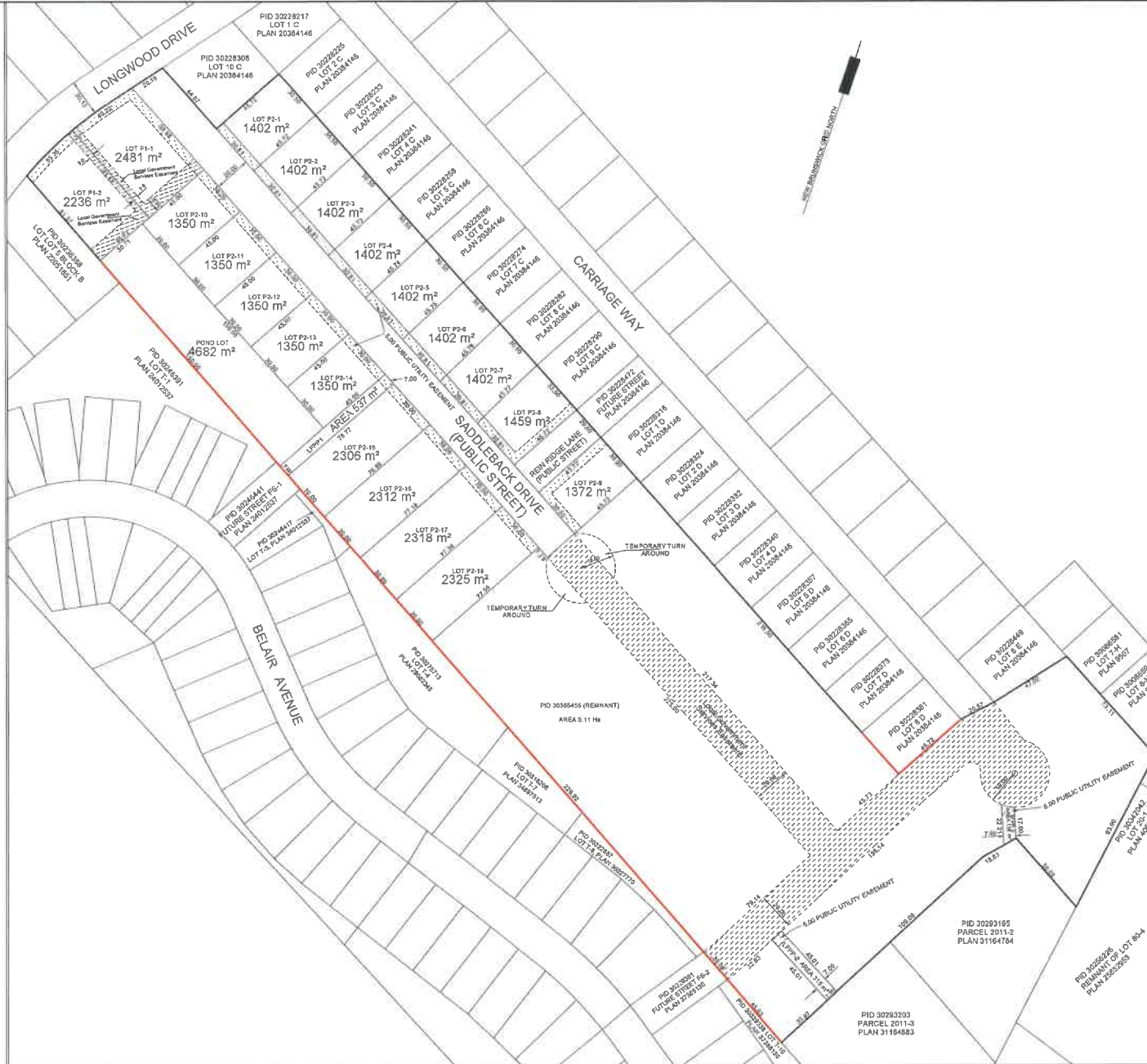


1:10,000
0 0.05 0.1 0.2 mi
0 0.07 0.15 0.3 km

APPROVAL & REGISTRATION STAMPS

REGISTRATION INFORMATION

PIQ 30365456
JP CUSTOM HOMES LTD.
LAND TITLES
TRANSFER 46316627
REGISTERED 2026-07-31



KEY PLAN, SNG MAPPING SCALE 1:10,000



LEGEND

- | | | |
|----------------------------|-----------|--|
| ● SURVEY MARKER SET | ===== | LAND DEALT WITH BY THIS
PLAN SHOWN THUS |
| ● SURVEY MARKER FOUND | — — — — — | FENCE |
| ○ ROUND IRON BAR FOUND | — — — — — | BASEMENT |
| ■ SQUARE IRON BAR FOUND | — — — — — | CENTRE LINE |
| ○ IRON PIPE FOUND | — — — — — | ANCHOR / POLE |
| △ TRANSVERSE CONTROL POINT | — — — — — | POWER WIRE |
| ○ CALCULATED POINT | | |
| △ HB GRID MONUMENT | | |

NOTES

1. All computations performed and coordinates shown on this plan are based on the New Brunswick Stereographic Double projection and the NAD83(CRS85) ellipsoid, as realized by BND's adjusted coordinate monuments or high precision monuments.
2. Elevations are NAD 83 datums established from GNSS observations adjusted to PM mean datum.
3. Distances shown are grid distances calculated using a combined scale factor utilizing geoid model CGG3013.
4. All peripheral information was derived from various sources and should be verified.
5. All documents and plan references refer to the County Registry Office and/or the Provincial Land Registration Office for the District of New Brunswick.
6. Field observations completed on

PURPOSE OF PLAN

- To create Lots P1-1 to P1-2, P2-1 to P2-1B & POND LOT
- To create Public Utility Easements shown thus 
- To create Local Government Services Easements shown thus 
- To create Land for Public Purposes LFPP-1 to LFPP-3
- To create Public Streets "Saddleback Drive" & "Rain Ridge Lane",

Local Government Services Essements shown on this plan vest in The Town of Rathesay pursuant to Regulation 2021-83 of the Community Planning Act - CHAPTER 2017, c. 19

Public Streets shown on this plan vest in The Town of Rathesay pursuant to Regulation 2021-83 of the Community Planning Act - CHAPTER 2017, c. 19

Public Streets shown on this plan vest in The Town of Railway pursuant to Regulation 2021-83 of the Community Planning Act-CHAPTER 2017, c. 19

Land for public purposes shown on the plan vest in The Town of
Rothsay pursuant to Regulation 2021-83 of the Community Planning Act -
CHAPTER 2017, c. 19

The Public Utility Easements shown on this plan vest in New Brunswick Power Corporation, Bell Canada and Rogers Communication Inc. pursuant to Regulation 2021-63 of the Community Planning Act- CHAPTER 2017, c.19

SIGNATURES OF OWNERS OR AGENTS

TENTATIVE

SUBDIVISION PLAN

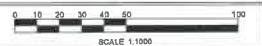
BRIDLEWOOD ESTATES SUBDIVISION
PHASE 1 & 2

SITUATE

Longwood Drive, Town of Miramichi, County of Kings,
Province of New Brunswick,



JANUARY 28, 2026



Drawn by: ELD

Job No.: 6080 P2 **R2**

DEVELOPMENT AGREEMENT

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

Parcel Identifiers
of Parcels Burdened
by Agreement: 30228456, 00441998, 30021539, 00244434

Owner of Land Parcels: **JP Custom Homes Ltd.**
PO Box 4592
Rothesay, NB
E2E 5X3 (Hereinafter called the "Developer")

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

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

WHEREAS the Developer is the registered owner of certain lands
accessed from Longwood Drive and Carriage Way (PIDs # 30228456, 00441998,
30021539 & 00244434) and which said lands are more particularly described in
Schedule A hereto (hereinafter called the "Lands").

AND WHEREAS the Developer is now desirous of entering into a
subdivision agreement to allow for a 43-lot residential subdivision including new
public road connections to Longwood Drive, Bel-Air Avenue and Carriage Way
identified as **Bridlewood Estates Subdivision** on the Lands as described in
Schedule A.

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

1. The Developer agrees that the number of Lots situated on the Lands
indicated on Schedule A shall not exceed forty-three (43) lots.
2. The Developer agrees that the construction of the initial portion of
Saddleback Street shall include the extension and commissioning of a
watermain and related services along the entire lengths of Saddleback
Drive, Carriage Way, Equus Way, and Rein Ridge Lane to provide an
interconnection with Rothesay's water distribution network as indicated
on Schedule C.
3. The Developer agrees to submit for approval by Rothesay, 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:
 - a) Plan of Subdivision prepared by a person registered to practice
land surveying in the Province of New Brunswick;
 - b) 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

- c) detailed design drawings for all necessary infrastructure within the subdivision to the standards of the Town of Rothesay.
- 4. The Developer agrees that 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 Rothesay an Irrevocable Letter of Credit from a Canadian Chartered Financial Institution or other security acceptable to Rothesay:
 - 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 Rothesay has accepted "final completion" of the work mentioned in this agreement, by resolution of Rothesay Council.

Schedules

- 5. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this Agreement:
 - a) Schedule A Legal Description of Parcels
 - b) Schedule B Proposed Plan of Subdivision
 - c) Schedule C Proposed Phasing of Public Infrastructure

Subdivision

- 6. Rothesay and Developer agree that the Development Officer may, at their discretion, consider a reduction in the total number of Lots and the resulting applicable and necessary changes to Schedule B as non-substantive and generally in conformance with this Agreement.
- 7. The Developer agrees, that 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 and Subdivision By-law, as may be amended from time to time.

Land for Public Purposes

- 8. Rothesay and the Developer agree that the following parcels totalling 988 square meters as indicated on Schedule B alone shall be vested to Rothesay as Land for Public Purposes (LPP):
 - a) LFPP-1 (537 square metres)
 - b) LFPP-2 (315 square metres)
 - c) LFPP-3 (136 square metres).
- 9. The balance of the Land for Public Purposes dedication shall be deferred pending discussions between Rothesay and the Developer regarding the provision of walking trails by the Developer in the three areas of Land for Public Purposes. The acceptance of the three areas of Land for Public Purposes

Site Development

- 10. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with

Schedule B.

11. The Developer agrees to not commence clearing of trees, excavation of topsoil or blasting activities in association with the construction of the subdivision until Rothesay has provided final approval of the subdivision design as determined by the Development Officer, in consultation with Rothesay's Engineer.
12. The Developer agrees that all electrical and communications servicing is to be provided underground.
13. The Developer agrees that driveways for each developed Lot shall conform as follows:
 - a) All areas used for vehicular traffic, or the parking or storage of a vehicle shall be paved with asphalt, concrete, interlocking stone or other environmentally safe and dust-free equivalent surface.
 - b) Every developed Lot shall have one (1) permanent driveway lighting fixture that shall as follows:
 - i. provide illumination of the primary driveway entrance to the public street right of way;
 - ii. be supplied from the property's electrical system;
 - iii. automatically switch on if there is insufficient daylight;
 - iv. be located not closer than 1.5 meters to the paved driveway edge and not closer than 2 meters to the public street right of way boundary; and
 - v. be installed by the Developer and maintained by the successive lot owner(s) their successors and assigns, in a manner to ensure continuous operation during night time hours.

Municipal Streets

14. The Developer shall carry out, subject to inspection and approval by Rothesay representatives, and pay for the entire actual cost of the following:
 - a) surveying and staking of lots and streets;
 - b) rough grading of streets to profiles approved by Rothesay;
 - c) fine grading of streets to profiles approved by Rothesay;
 - d) hard surfacing of the streets as shown on the plan to Rothesay specifications; sub-grade standards, compaction and finish as approved by Rothesay's Engineer, in writing, before final hard surfacing may be installed;
 - e) the installation of sidewalk along one side of the street, approved by Rothesay;
 - f) the installation of curb and gutter, approved by Rothesay;
 - g) supply and maintenance of for a period of one (1) year the topsoil, sod, landscaping and the planting of street trees calculated as one tree for each 10 meters measured along the linear centre line of the public street right of way, planted in location(s) approved by Rothesay and where such trees are as follows:
 - i. Not smaller than six centimeters (6 cm) in diameter measured at a point being 2 meters above the root ball such trees species as approved by Rothesay.
 - h) engineering design and inspection of those works referred to in

clauses b), c) d), e), f), and g) of this section.

15. The Developer agrees to provide, upon completion of Part (13), signed documentation and progress reports from a practicing Professional Engineer, licensed in New Brunswick ensuring that applicable codes and standards have been met and that the work was completed and utilizing such materials as in accordance with the terms of this Agreement and approved specifications.
16. The Developer agrees to provide as-built drawings that delineate all public infrastructure to be submitted to Rothesay in compliance with the minimum standards and requirements specified in Rothesay's Digital Data Submission Standards for Infrastructure and Construction Drawings.
17. Rothesay reserves the right to assign public street names, notwithstanding that the names may not correspond with those shown on Schedule B.
18. The Developer agrees that all items, materials, pipes, fittings, and other such infrastructure following acceptance of delivery on site by the Developer shall remain the full responsibility of the Developer against their accidental breakage or vandalism until the completed works are accepted by Rothesay.
19. The Developer agrees that it will not commence construction of any dwelling and no building permit will be issued by Rothesay for any such dwelling until such time as the street, which provides the normal access, to each dwelling, has been constructed to Rothesay standards as specified by Rothesay 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.
20. The Developer agrees to restore, in so doing assuming all costs, any and all disturbed areas of the public street and public street right of way to the satisfaction of Rothesay's Engineer following installation of the required municipal services.
21. The Developer agrees that the horizontal alignment of Saddleback Drive shall include either of the following measures, subject to the approval of the Director of Operations, to mitigate vehicle speeds:
 - a) provision of curvature within the horizontal alignment of Saddleback Drive; or
 - b) inclusion of a traffic circle or curb extensions at the Saddleback Drive / Rein Ridge Lane intersection.

Storm Water

22. The Developer shall carry out, subject to inspection and approval by Rothesay representatives, and pay for the entire actual costs of the installation of a storm water system including the following:
 - a. Construction, to Rothesay standards, of a storm water 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 Rothesay Engineer, from the entire developed portion of the lands. This includes any necessary work to convey stormwater to Salmon Creek, including but not limited to storm sewer mains along Longwood Drive and the proposed Stormwater Management Pond located to the southwest of Lots P2-10, P2-11, P2-12, P2-13, and P2-14.
 - b. Costs associated with the conveyance to the Town of the lot where the constructed Stormwater Management Pond is located including

all legal and surveying fees.

23. The Developer agrees to provide additional stormwater storage of 1.5 times post development runoff minus pre-development runoff for flows directed to the Oakville Acres Pond.
24. The Developer agrees to submit for approval by Rothesay, prior to commencing any work on the storm water system such plans, as required by Rothesay, that shall conform with the design schematics and construction standards of Rothesay, unless otherwise acceptable to Rothesay's Engineer.
25. The Developer agrees that all roof leaders, down spouts, and other storm water drains from all proposed dwelling shall not be directed or otherwise connected or discharged to Rothesay's storm water or sanitary collection system.
26. The Developer agrees that the storm water drainage from all dwellings shall not be discharged:
 - a. directly onto the ground surface within one meter of a proposed dwelling;
 - b. within 1.5 m of an adjacent property boundary;
 - c. to a location where discharged water has the potential to adversely impact the stability of a side yard or rear yard slope or a portion of the property where there exists a risk of instability or slope failure; or
 - d. to a location or in such a manner that the discharge water causes or has the potential to cause nuisance, hazard or damage to adjacent dwellings or structures.
27. The Developer agrees to provide to Rothesay's Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with Rothesay specifications.

Water Supply

28. The Developer agrees to connect to Rothesay's nearest and existing water system at a point to be determined by Rothesay's Engineer and utilizing methods of connection approved by Rothesay.
29. Rothesay agrees to supply potable water for the purposes and for those purposes only for a maximum of forty-three (43) single family residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
30. The Developer agrees that the construction of the initial portion of Saddleback Street shall include the extension and commissioning of a watermain and related services along the entire lengths of Saddleback Drive, Carriage Way, Equus Way, and Rein Ridge Lane to provide an interconnection with Rothesay's water distribution network as indicated on Schedule C.
31. The Developer agrees to pay Rothesay a connection fee for each residential unit to the Rothesay water system calculated in the manner set out by Water By-law 1-18 as amended from time to time, to be paid to Rothesay on issuance of each building permit.
32. The Developer agrees that Rothesay 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. Rothesay 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.

33. The Developer agrees that all connections to Rothesay water mains shall be approved and inspected by Rothesay's Engineer or such other person as is designated by Rothesay prior to backfilling and that the operation of water system valves is the sole responsibility of Rothesay.
34. The Developer agrees to comply with Rothesay's Water By-law and furthermore that a separate water meter shall be installed, at their expense, for each residential connection made to Rothesay's water system.
35. The Developer agrees that Rothesay may terminate the Developer's connection to Rothesay water system in the event that Rothesay determines that the Developer is drawing water for an unauthorized purpose or for any other use that Rothesay deems in its absolute discretion.
36. The Developer agrees to provide, prior to the occupation of any buildings or portions thereof, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection of service laterals and the connection to the existing Rothesay water system has been satisfactorily completed and constructed in accordance with Rothesay specifications.

Sanitary Sewer

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

Local Government Service Easements

42. The Developer agrees to secure and grant to Rothesay, its successors and assigns, unencumbered easements crossing the Lands of the Developer and the Lands of PID 30228456, 00441998, 30021539, 00244434, in the form customarily used by Rothesay, providing for the full, free and uninterrupted right, liberty, privilege and easement to install, construct, reconstruct, repair, clean, maintain, inspect and use as part of the municipal services of Rothesay and as appurtenant thereto, and for all times hereafter, including sewers, water system mains, storm water collection infrastructure and other municipal services of such kind, size, type and number as Rothesay may from time to time determine necessary.

Retaining Walls

43. The Developer agrees that dry-stacked segmental concrete (masonry

block) gravity walls shall be the preferred method of retaining wall construction for the purpose of erosion control or slope stability on the Lands and furthermore that the use of metal wire basket cages filled with rock (gabions) is not an acceptable method of retaining wall construction.

44. The Developer agrees to obtain from Rothesay a Building Permit for any retaining wall, as required on the Lands, of 1.5 meters in height or greater and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

Indemnification

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

46. 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 **JP Custom Homes**, PO BOX 4592, ROTHESAY, New BRUNSWICK, E2E 5X3 and to Rothesay 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

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

Termination

48. Rothesay reserves the right and the Developer agrees that Rothesay has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not commenced on or before September 8, 2035 being a date 10 years (120 months) from the date of Council's decision to enter into this Agreement accordingly the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Rothesay Zoning By-law.
49. Notwithstanding Part 48, the Parties agree that development shall be deemed to have commenced if within a period of not less than three (3) months prior to September 8, 2035 the construction of the public street and municipal service infrastructure has begun and that such construction is deemed by the Development Officer in consultation with Rothesay's Engineers being continued through to completion as continuously and expeditiously as deemed reasonable.
50. The Developer agrees that should Rothesay terminate this Agreement Rothesay 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 Rothesay for the costs of completing the work mentioned in this agreement, the Developer shall promptly on receipt of an invoice pay to Rothesay the full amount owing as required to complete the work.

Security

51. The Developer expressly agrees and understands that notwithstanding any provision of Rothesay'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 Rothesay an Irrevocable Letter of Credit from a Canadian Chartered Financial Institution or other security acceptable to Rothesay; and
- 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 Rothesay has accepted "final completion" of the work mentioned in this agreement, by resolution of Rothesay Council.

Failure to Comply

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

Entire Agreement

53. 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

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

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

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

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

Date: _____, 2026

Witness:

JP Custom Homes

Peter F. Donovan, President

Witness:

Rothesay:

Dr. Nancy E. Grant, Mayor

Mary Jane Banks, Clerk

SCHEDULE A

PIDs 30228456, 00441998, 30021539, 00244434

DRAFT

SCHEDULE B – Plan of Subdivision



Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Peter F. Donovan, President
JP Custom Homes
PO Box 4592
Rothesay, NB
E2E 5X3

Office Held by Deponent: **Director**

Corporation: **JP Custom Homes Ltd.**

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2026.

I, **Peter F. Donovan**, 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 "**Peter F. Donovan**" 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 _____, 2026.)

BEFORE ME:)

Commissioner of Oaths)

Peter F. Donovan

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: **Dr. Nancy E. Grant**

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

Office Held by Other Officer Who Executed the Instrument: **Mayor**

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2026.

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 **Dr. Nancy E. Grant**, the other officer specified above, as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
7. the signature "**Dr. Nancy E. Grant**" subscribed to the within instrument is the signature of Dr. Nancy E. Grant, who is the Mayor of Rothesay 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 Rothesay 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 Rothesay and was so affixed by order of the Council of the said Rothesay, 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 Rothesay of
Rothesay, in the County of Kings,)
and Province of New Brunswick,)
This ____ day of _____, 2026.)

BEFORE ME:)

Commissioner of Oaths)

MARY JANE E. BANKS



2026 February 09 Open Session FINAL_091
ROTHESAY
MEMORANDUM



TO : Mayor Grant and Council
FROM : Planning Advisory Committee
DATE : 3 February 2026
RE : 79 Donlyn Drive – 18-unit Building Development Agreement

Recommendation:

- Council schedule a public meeting on **Monday, March 16, 2026 at 7:00 p.m.** at Rothesay Town Hall on behalf of the applicant to allow the community to become familiar with the proposal and provide comment.

Background:

The Planning Advisory Committee passed the following motions at its regular meeting of Monday, February 2, 2026:

MOVED by M. Graham and seconded by Counc. Shea the Planning Advisory Committee hereby recommends that Council schedule a public meeting on behalf of the applicant to allow the community to become familiar with the proposal and provide comment.

YEA votes recorded from: Councs. Lewis and Shea, and C. Lang and M. Graham.

NAY vote recorded from: R. Forte

CARRIED.

MOVED by Counc. Lewis and seconded by C. Lang the Planning Advisory Committee hereby grants a variance to Rothesay Zoning By-law 2-10 allowing for the proposed multiple unit building in lieu of the required moderate density garden homes or town houses adjacent to residentially zoned properties. This variance is conditional on Council's approval of the project through the required Development Agreement.

YEA votes recorded from: Councs. Lewis and Shea, and C. Lang and M. Graham.

NAY vote recorded from: R. Forte

CARRIED.

MOVED by Counc. Shea and seconded by M. Graham the Planning Advisory Committee hereby grants a variance to Rothesay Zoning By-law 2-10 allowing for the proposed density of 54 units per hectare whereas the Millennium Park (MP) Zone limits the density to 50 units per hectare. This variance is conditional on Council's approval of the project through the required Development Agreement.

YEA votes recorded from: Councs. Lewis and Shea, and C. Lang and M. Graham.

NAY vote recorded from: R. Forte

CARRIED.

ROTHESAY

TO: Mayor and Council

FROM: Planning Advisory Committee

RE: 79 Donlyn Drive

2026February09OpenSessionFINAL_092

-2-

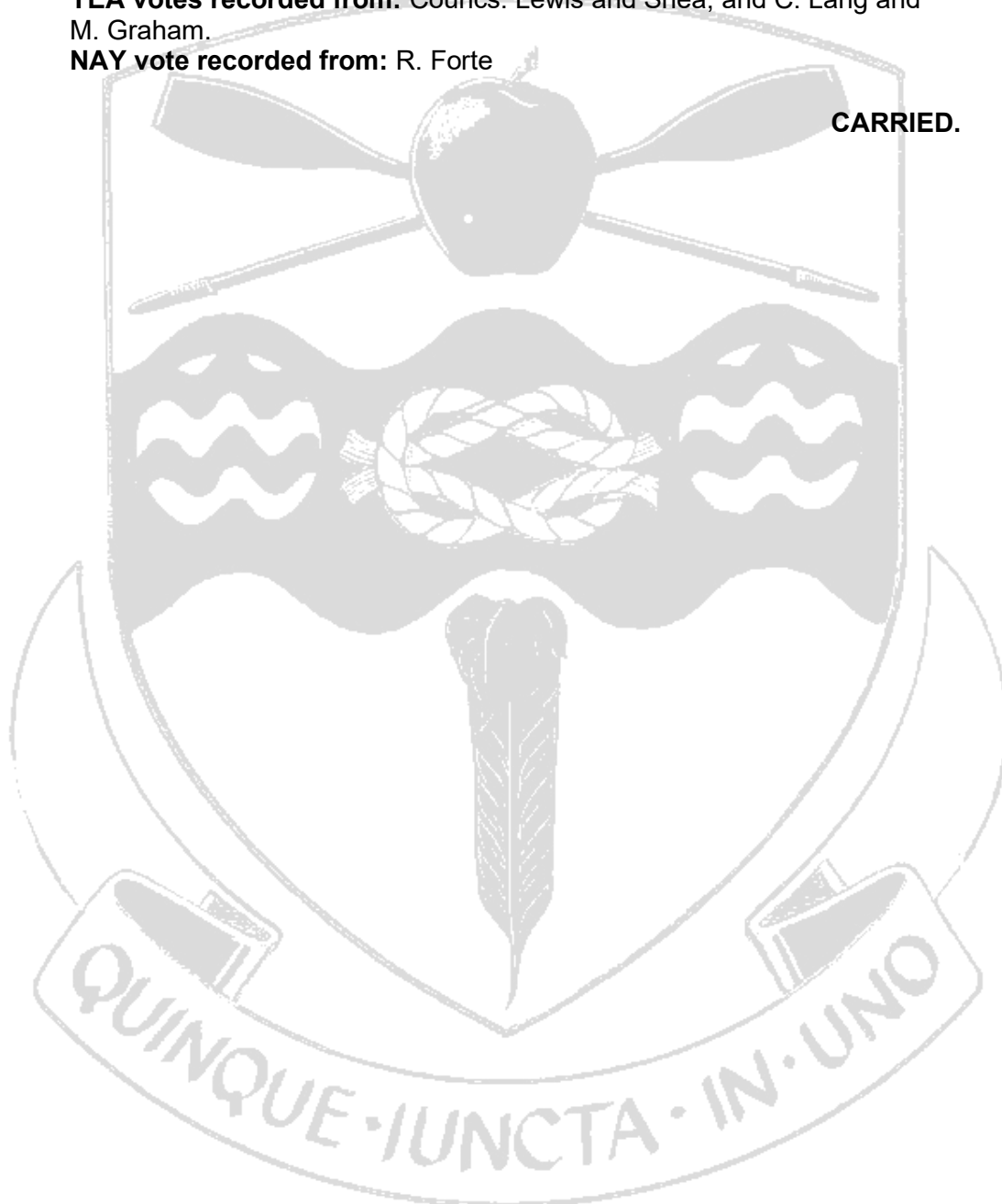
February 3, 2026

MOVED by Counc. Lewis and seconded by C. Lang the Planning Advisory Committee hereby recommends Council enter into an agreement with 753221 NB Inc. for the development of a multiple unit building on 30305577 as shown on the plans submitted with the application and contained in the Development Agreement.

YEA votes recorded from: Councs. Lewis and Shea, and C. Lang and M. Graham.

NAY vote recorded from: R. Forte

CARRIED.





To: Chair and Members of the Rothesay Planning Advisory Committee

From: Mark Reade, P.Eng., RPP, MCIP – Director of Planning and Development Services

Date: Monday, January 26, 2026

Subject: Residential Development - 79 Donlyn Drive Millenium Park (MP) Zone

Applicant:	Corey O'Dell	Property Owner:	753221 NB Inc.
Mailing Address:	16 Foxwood Court Quispamsis, NB E2E 0R6	Mailing Address:	16 Foxwood Court Quispamsis, NB E2E 0R6
Property Location:	79 Donlyn Drive	PID:	30305577
Plan Designation:	High Density Residential	Zone:	Millenium Park (MP)
Application For:	Development Agreement		
Input from Other Sources:	Operations, KVFD, KRPF, Electrical and Communications Utilities		

Origin:

An application from Corey O'Dell, on behalf of 753221 NB Inc. requesting a development agreement to allow for an 18-unit residential building.

At their meeting of January 13, 2025, Rothesay Council resolved to discharge a previous Development Agreement from April 2014 with a previous developer, McNair Management. The 2014 agreement provided for the construction of an assisted living facility.

Background:

The site is zoned Millenium Park Zone [MP] which allows for commercial, residential and institutional uses in an integrated development area where all development is controlled by agreement with Council. The applicant is proposing to construct a three-storey multiple unit dwelling with 18-units.

The approval process for any new development within the Millenium Park zone is subject to a development agreement with Council under Section 131 of the *Community Planning Act*. The process for bringing the agreement into place requires that the applicant present their proposal in a public forum at a date set by Rothesay Council. This allows for the community to become familiar with the proposal, provide comment, and in this manner ensure that the agreement addresses community principles and is complementary to the existing neighbourhood.



Figure 1 – Rendering of Proposed Building



Figure 2 – View of site from Donlyn Drive

Municipal Plan:

The subject site is designated High Density Residential in the Municipal Plan, owing to the proximity of the site to commercial areas and arterial / collector roadways such as Millennium Drive.

Policy HDR-2 High-density Residential Uses: Allow within the High-density Residential designation, a mix of housing of types where the dominant form is an apartment or condominium dwelling. Other compatible uses may be permitted in the High-density designation without amendment to the Municipal Plan, including but not limited to parks, municipal facilities, public utilities, clustered residential housing, and attached dwellings.

The development conforms to Policy HDR-2 of the Plan given the proposed building form of a multiple unit dwelling.

Zoning and Site Design:

The site is zoned Millenium Park (MP), a zone designed for a mix of land uses including residential and commercial developments. All proposed developments are subject to a public meeting and are subject to a Development Agreement pursuant to Section 131 of the *Community Planning Act*.

Residential uses are permitted in the MP zone including higher density uses defined as 20 to 50 units per hectare (10 to 20 units/acre). The following table summarizes Staff's assessment of the proposal

Millenium Park (MP) Zone Standard	Staff Assessment
Maximum Residential Density 20 to 50 units per hectare (10 to 20 units/acre)	<p>The proposed 18-unit building on the 0.33-hectare site provides a density of 54 units per hectare.</p> <p>This requires a variance from the standards of the Zoning By-Law that is within the jurisdiction of the Committee.</p> <p>As the proposed building and parking can be situated on the site with the required setbacks and landscaping, Staff support the variance for the proposed density conditional on Council entering into a Development Agreement.</p>
Only moderate density garden homes or town houses shall be developed adjacent to residentially zoned properties.	<p>The zoning by-law contains a specific requirement that "Only moderate density garden homes or town houses shall be developed adjacent to residentially zoned properties." The proposal would require varying this to relieve the developer of this obligation.</p> <p>The intention of the requirement is to reduce potential land use conflicts between commercial uses and residential properties. Staff believe that the proposed multi-unit building presents limited</p>

	<p>potential for land use conflict with the adjacent residential properties as it is also a residential land use.</p> <p>The primary consideration for PAC is whether the specific proposal is as compatible with the adjacent area of single-family dwellings along Donlyn Drive. Key elements for consideration include building placement, height and buffering.</p> <p>Staff note the building will be setback between 12 and 14 metres from the western property line of the site and landscaped. This exceeds the minimum required landscaped buffer of 10 metres adjacent to residentially zoned properties.</p> <p>In addition, the plans indicate the retention of the existing treed area along the western boundary of the site. This will provide a buffer adjacent to the low-density residential area. Staff have included this as a component of the landscaping plan requirements within the Development Agreement.</p> <p>Staff note three instances of past approvals where uses other than garden homes or townhouses have been constructed or approved:</p> <ul style="list-style-type: none"> • The adjacent multiple unit building at 512 Millennium Boulevard which is located adjacent to single unit dwellings. • The self-storage facility at 566 Millenium Drive. • The assisted living facility formerly proposed on the subject site, Although containing similar building elements and form to a garden home or townhouse, it was a different land use. <p>Given this, Staff recommend the Committee grant a variance in this regard, conditional on Council's approval of the Development Agreement.</p>
<p>Maximum Building Height: 10 metres</p>	<p>The building has a height of 11.34 metres, requiring a variance. The additional height is largely due to the peaked roof which is a design</p>

	<p>element aligning with the dwelling design in the adjacent single-unit neighbourhood.</p> <p>The height of the proposed building above the by-law maximum is largely a function of the peaked roof with as the height to the building eave is 8.74 metres,</p> <p>Impacts on adjacent low density residential areas are mitigated by the setback along the western boundary of the site. Staff support the issuance of a Development Officer variance for the increased height should Council elect to enter into a Development Agreement.</p>
<p>Minimum Lot Size (Based on R3 Zone Standards for residential buildings in the MP zone): 7200 sq.m.</p>	<p>The R3 zone has a minimum lot size of 400 square metres per residential unit which requires a 7200 square metre lot for an 18-unit building.</p> <p>Although the lot size of the subject site is approximately 3336 square metres, staff note the lot has a sufficient area to accommodate the building, parking area, and required landscaping. In addition, a larger than required buffer area is provided adjacent to the adjacent residential area along Donlyn Drive.</p> <p>Given this, Staff support the issuance of a Development Officer variance for the reduced lot area should Council elect to enter into a Development Agreement.</p>
<p>Minimum Building Area (Based on R3 Zone Standards for residential buildings in the MP zone): 80 sq.m.</p> <p>Maximum Lot Coverage (Based on R3 Zone Standards for residential buildings in the MP zone): 40%</p>	<p>The Building meets the requirement for the minimum building area and is well below the maximum permitted lot coverage of 40% for the R3 zone with a lot coverage of approximately 15%.</p>
<p>Minimum landscaped area: 30% of lot area</p>	<p>Approximately 50% (49.7%) of the lot is landscaped, exceeding the minimum landscaped requirement.</p>

The proposed building meets the specific design requirements of the MP zone requiring a minimal setback from the street and an entrance facing the Public Street.

Staff also note a variance is required for the parking area as the parking lot does not contain any landscaped islands. Given the relatively small size of the parking lot, 24 spaces provided compared with the required 23 spaces, staff support granting a Development Officer variance provided additional landscaping is provided along the periphery of the parking lot. This enhanced landscaping will mitigate

the view from adjacent properties. This is included as a component of the landscaping plan required in the Development Agreement.

Traffic:

The applicant has provided an estimate of traffic generated by the proposed development. Estimated traffic generation is 19 vehicles trips during the morning peak hour and 16 vehicle trips during the afternoon peak hour. As this is well below the generally accepted threshold of 100 peak hour vehicle trips warranting a detailed traffic impact study, Staff have no concerns regarding additional traffic from the development.

Shadows:

The applicant has provided an assessment of shadows cast by the proposed development. The assessment primarily focuses on the impacts of the proposed building on the existing multiple unit building located to the northeast at 512 Millennium Drive. Main impacts noted are during the evening hours during the of Fall, Spring and Winter months where shade is cast on the south facing balconies of 512 Millennium Drive. The assessment notes the balconies are assumed to be less used during these colder months. Staff concur with this assessment.

Staff also note there is a possible impact on the property to the west at 77 Donlyn Drive during the morning period as the sun transitions from east to south. Although this may be mitigated by the existing trees on the site and the occurrence during the earlier hours of the morning following sunrise, Staff require the proponent to conduct an additional review of these impacts prior to the required Public Meeting.

Development Agreement:

The development is subject to a Development Agreement between Rothesay and the Developer. A draft development agreement is attached.

Council may consider additions to the agreement in response to issues identified at the Public Meeting.

Summary

Staff recommend that the Committee approve the variances related to the proposed density and the proposed multiple unit building in lieu of townhouses or garden homes and that these variances be conditional on Council's approval of the project through a Development Agreement.

It is recommended that a Public Meeting be set for the proponent to present the development to the Public.

Recommendation:

Staff recommend THAT the Planning Advisory Committee consider the following Motions:

- A. Rothesay PAC hereby recommends that Council schedule a public meeting on behalf of the applicant to allow the community to become familiar with the proposal and provide comment.
- B. Rothesay PAC hereby GRANTS a Variance to Rothesay Zoning By-law 2-10 allowing for the proposed multiple unit building in lieu of the required moderate density garden homes or town houses adjacent to residentially zoned properties. This variance is

conditional on Council's approval of the project through he required Development Agreement.

- C. Rothesay PAC hereby GRANTS a Variance to Rothesay Zoning By-law 2-10 allowing for the proposed density of 54 units per hectare whereas the Millenium Park (MP) zone limits the density to 50 units per hectare. This variance is conditional on Council's approval of the project through he required Development Agreement.
- D. Rothesay PAC hereby recommends the Council enter into an agreement with 753221 NB Inc. for the development of a multiple unit building on 30305577 as shown on the plans submitted with the application and contained in the Development Agreement.

Attachments:

Map 1	Aerial Photo Location Map
Map 2	Future Land Use Map - Municipal Plan
Map 3	Zoning Map
Attachment 1	Site and Building Plans
Attachment 2	Shadow Review
Attachment 3	DRAFT Development Agreement






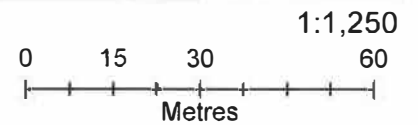
Report Prepared by: Mark Reade, P.Eng., RPP, MCIP
Date: Monday, January 26, 2026

79 Donlyn Drive

2026February09OpenSessionFINAL_100





-  Subject Property
-  Encumbrance
-  Municipal Boundary



79 Donlyn Drive - Future Land Use Map

2026February09OpenSessionFINAL_101



- | | | | | | |
|--|--------------------|---|---|---|--------------|
|  | Subject Property | Future Land Use |  | Medium Density | |
|  | Encumbrance |  | Low Density |  | High Density |
|  | Municipal Boundary | | | | |

1:1,250
0 15 30 60
Metres

79 Donlyn Drive - Zoning Map

2026February09OpenSessionFINAL_102

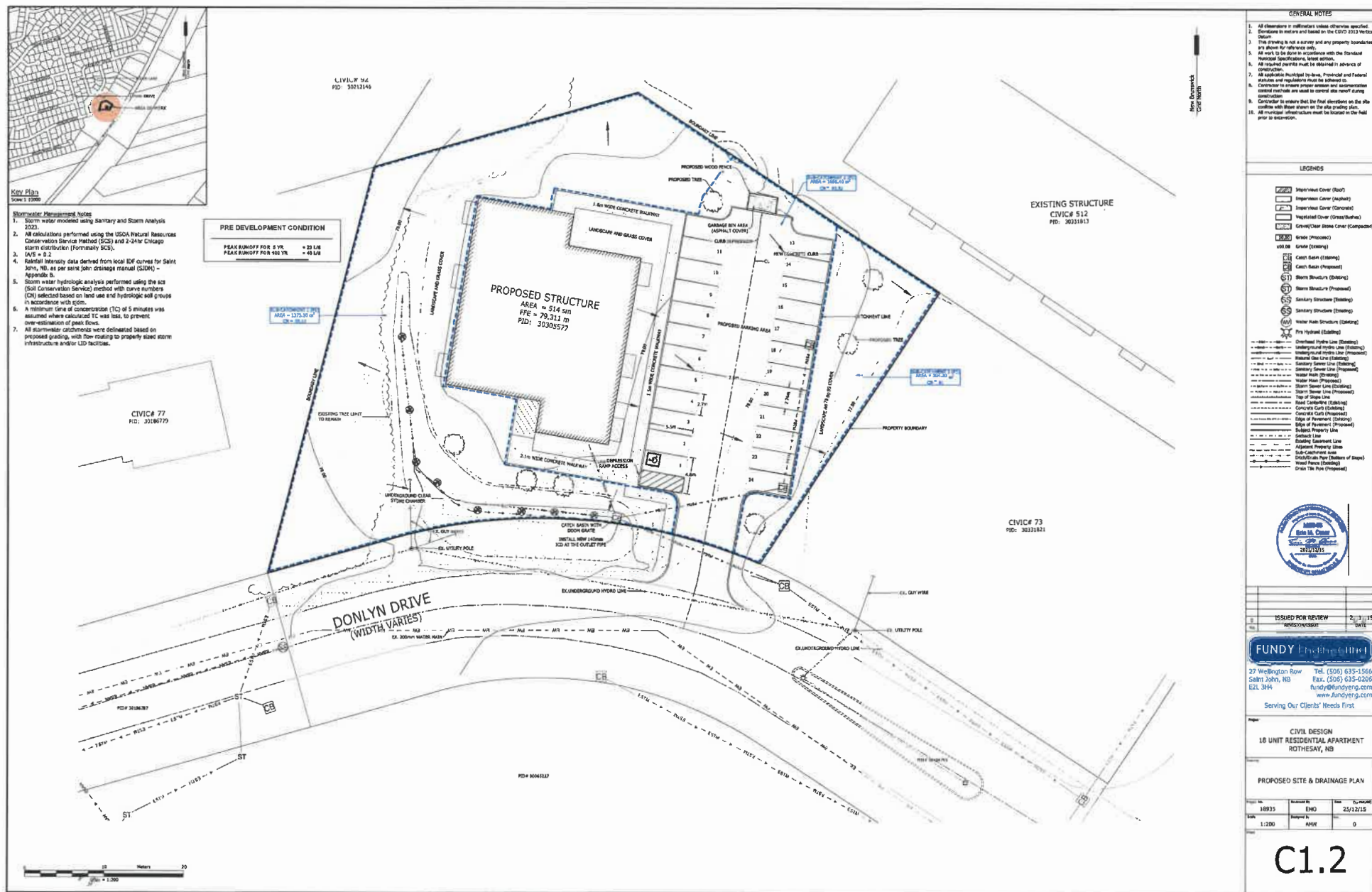


- | | | | | |
|--|--------------------|---------------|---|-----------------|
|  | Subject Property | Zoning |  | Millennium Park |
|  | Encumbrance | |  | R1B |
|  | Municipal Boundary | | | |

1:1,250

0 15 30 60

Metres



18 Unit Apartment Building

79 Donlyn Drive, Rothesay

24A12

Structural Engineer

Hatchard Engineering Ltd.

Architect

osda architecture & consulting

JHA Architecture

M/P Engineer

Fundy Engineering

Civil Engineer

Fundy Engineering

Electrical Engineer

MAK Engineering

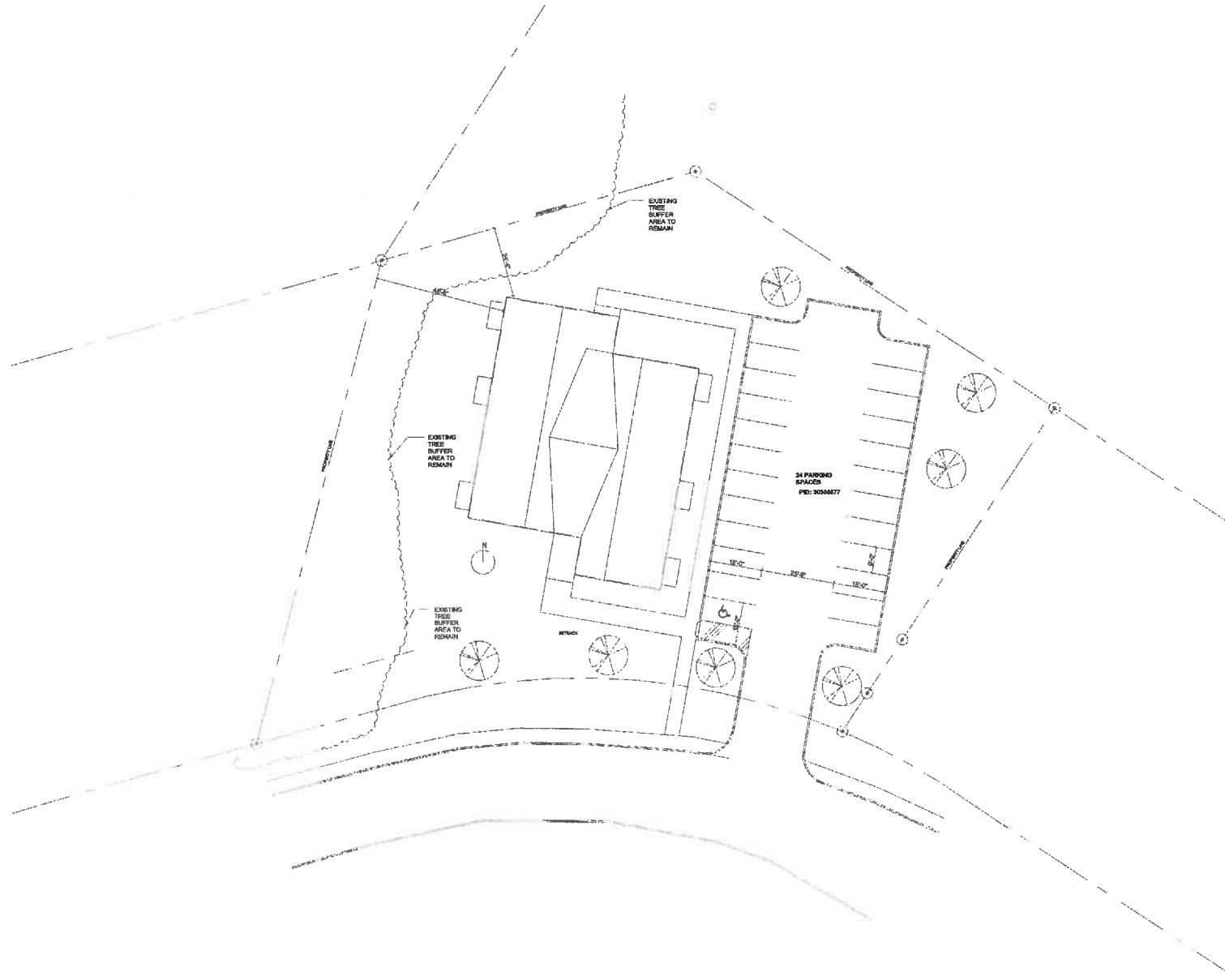
ISSUED FOR PERMIT

2025.12.16



Drawing Index	
Page	Title
C1.1	EXISTING SITE & DRAINAGE
C1.2	PROPOSED SITE & DRAINAGE
C1.3	PROPOSED GRADING PLAN
C1.4	PROPOSED SERVICING
C1.5	SEDIMENT AND EROSION CONTROL PLAN
C2.1	PLAN & PROFILE
C3.1	SECTION DETAILS
C3.2	SPECIFICATIONS
F-1	Foundation Plan
S-1	1st Floor Framing Plans
S-2	2nd Floor Framing Plans
S-3	Roof Framing Plan
S-4	Building Section
S-5	Building Section & Notes
S-6	Details
S-7	Balcony Framing Details
A000	Cover
A001	General Notes
A002	Code Review, Fire Separations & General Notes
A004	Assemblies
A005A	Door Schedule and Legend
A005B	Door Schedule and Legend
A006	Window Schedule and Legend
A007	Schedules
A100	Site Plan
A200	Crawl Space Plan
A201	Level 1 Floor Plan
A202	Level 2 Floor Plan
A203	Level 3 Floor Plan
A204	Roof Plan
A211	Level 1 RCP
A212	Level 2 RCP
A213	Level 3 RCP
A300	Elevations
A301	Elevations
A400	Sections
A401	Sections
A402	Sections
A500	Details
A701	Enlarged Plans Unit Plans
A702	Milworks
A703	Milworks
A800	Signages
M0.1	COVER SHEET
M0.2	HVAC DETAILS
M0.3	PLUMBING DETAILS
M0.4	SPECIFICATION
M0.5	SCHEDULES
M1.0	CRAWL SPACE VENTILATION
M1.1	LEVEL 1 FLOOR PLAN VENTILATION
M1.2	LEVEL 2+3 FLOOR PLAN VENTILATION
M2.0	CRAWL SPACE DOMESTIC WATER
M2.1	LEVEL 1 FLOOR PLAN DOMESTIC WATER
M2.2	LEVEL 2+3 FLOOR PLAN DOMESTIC WATER
M3.0	LEVEL 1 FLOOR PLAN SANITARY
M3.1	LEVEL 2+3 FLOOR PLAN SANITARY
E1	SITE PLAN AND TRENCH DETAIL
E2	SINGLE LINE, LEGEND AND DETAILS
E3	MAIN FLOOR LAYOUT
E4	2ND, 3RD, AND 4TH FLOOR BUILDING LAYOUTS
E5	TYPICAL UNIT LAYOUTS

Unit Summary		
Name	Area	Count
Level 1		
Unit Type A : 2BD/1BATH	776 sq'	2
Unit Type B : 3F 1BR/1BATH	672 sq'	1
Unit Type C : 1BD/1BATH	776 sq'	1
Unit Type D : 2BD/1BATH	776 sq'	1
Unit Type E : 1BR+DEN/1BATH	672 sq'	1
Level 2		
Unit Type A : 2BD/1BATH	776 sq'	2
Unit Type D : 2BD/1BATH	776 sq'	2
Unit Type E : 1BR+DEN/1BATH	672 sq'	2
Level 3		
Unit Type A : 2BD/1BATH	776 sq'	2
Unit Type D : 2BD/1BATH	776 sq'	2
Unit Type E : 1BR+DEN/1BATH	672 sq'	2
Grand total: 18		



osda
 WILSON ENGINEERING & CONSULTING INC.
 PO Box 381, Norton PO Mills, NH
 603 887 1277
 508-747-2088
 twilson@osda.ca

JHA
 ARCHITECTURE
 JH ARCHITECTURE INC.
 29 BRIDGE AVENUE
 ROTHESBAY, NH
 603 887 3844 / 2424
 jh@jhaarchitecture.ca

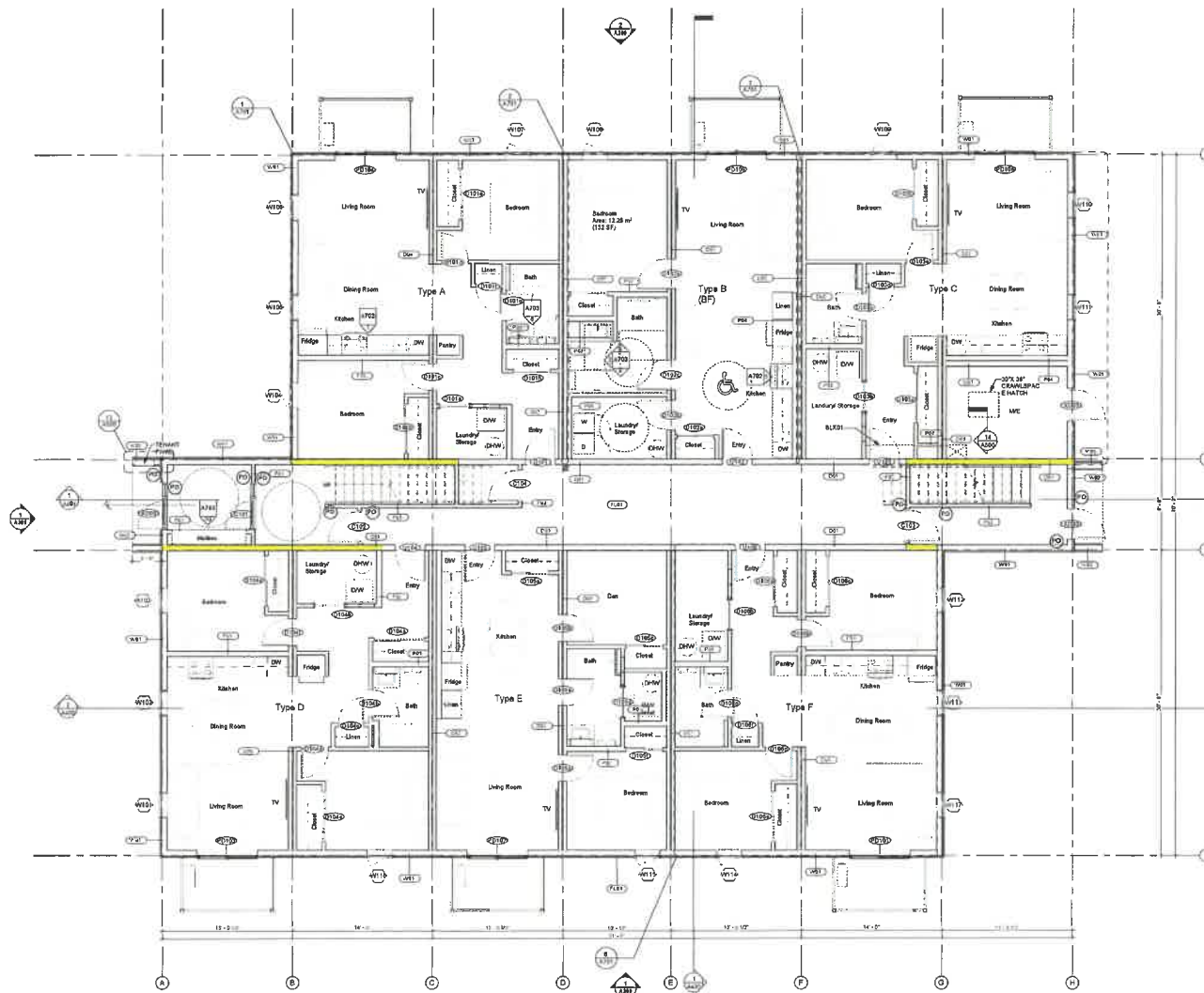
PROJECT
18 Unit Apartment Building

79 Donny Drive, Rousesburg

ISSUED FOR PERMIT

Drawn By:
 JH
 Checked By:
 NF
 Project Number:
24A12
 Site Plan
 Sheet Number:
A100

CONTRACTOR TO VERIFY EXISTING CONDITIONS TO CONSTRUCTION OF THE WORK. VERIFY THE EXISTENCE OF ANY DISCREPANCIES. IN ANY CASE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.



ISSUED FOR PERMIT

[illegible]

Drawn By:

2

Checked By:

NF

Project Number:

24A12

Level 1 Floor Plan

Sheet Number:

A201

PLAN LEGEND

NO ELECTRICAL IN THESE WALLS

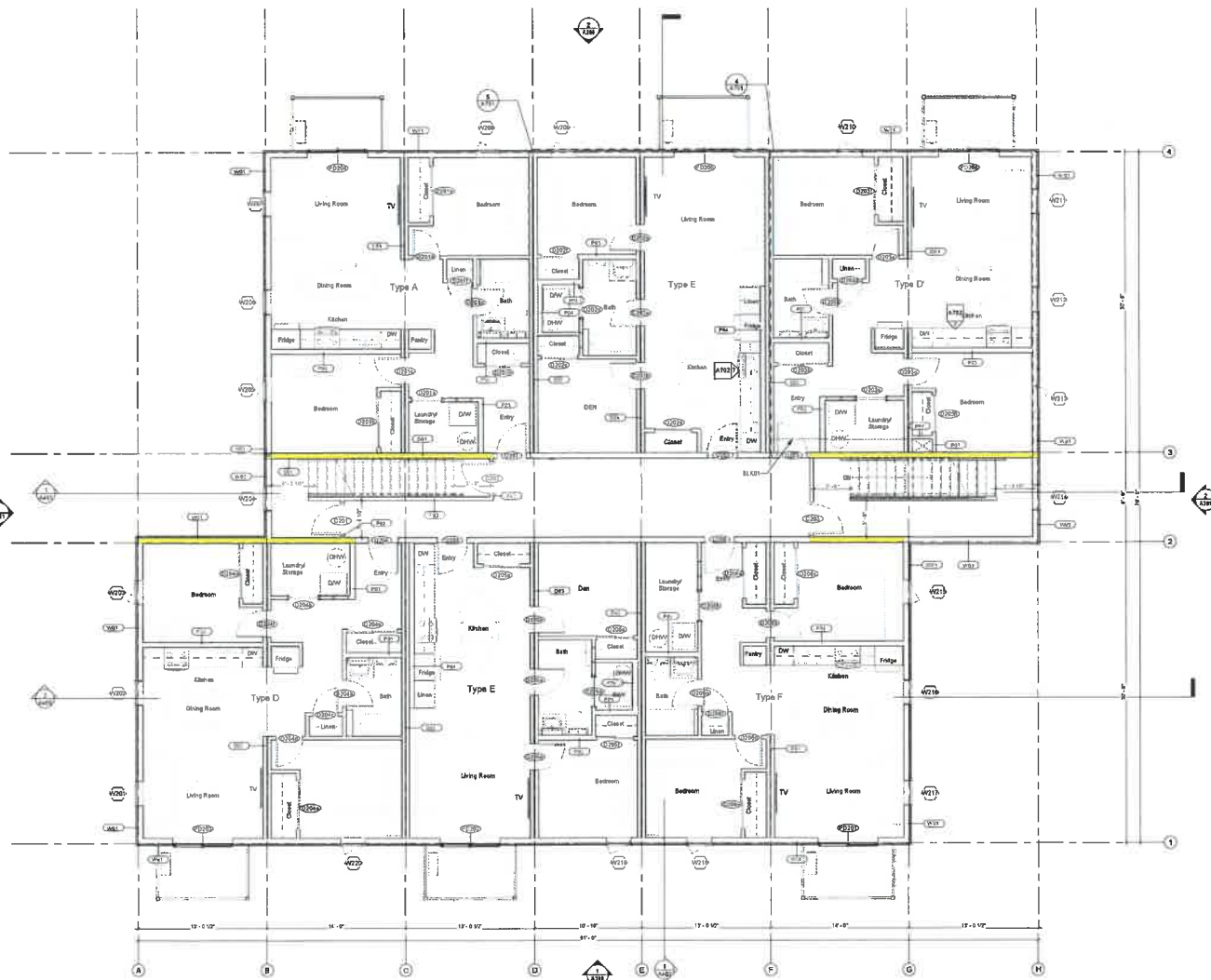
orda
orda architecture & consulting inc.
PO Box 381, Norton PO, NS
S1T 1Z7
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info@orda.ca

JHA
JH Architecture Inc.
24 DRIVE AVENUE
ROTHSBY, NS
C1E 4T7 902-667-6634
jha@jhaarchitecture.ca

18 Unit Apartment
Building

79 Doran Drive, Rotherby

DATE: 2026 FEBRUARY 09
PROJECT: 18 UNIT APARTMENT BUILDING
SHEET: 24A12
DRAWN BY: JH
CHECKED BY: NF
PROJECT NUMBER: 24A12
LEVEL: 2nd Floor Plan
SHEET NUMBER: A202



PLAN LEGEND
NO ELECTRICAL IN THESE WALLS

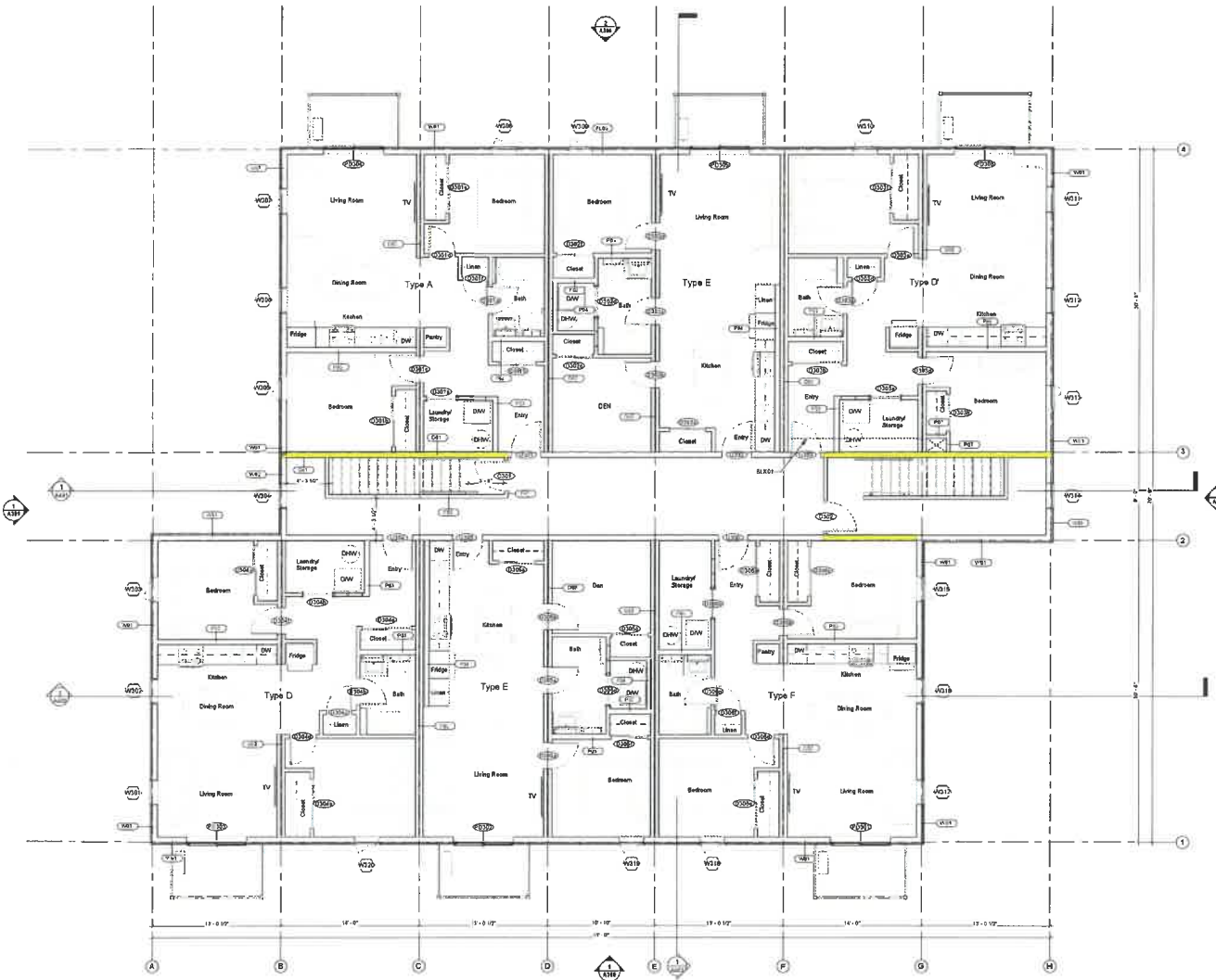
ISSUED FOR PERMIT

NO. 1	DATE	BY	REVISION

Drawn By:
JH
Checked By:
NF
Project Number:
24A12
Level 2 Floor Plan
Sheet Number:
A202

1/8" = 1'-0"

CONTRACTOR TO VERIFY CONFORMANCE TO SUBMITTALS OF ALL EQUIPMENT. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES. CONSULT THE OWNER AND ENGINEER FOR ANY DISCREPANCIES.



PLAN LEGEND

NO ELECTRICAL IN THESE WALLS

orda
orda architecture & consulting inc.
PO Box 381, Hudson, QC J8M 1S7
506-777-0644
hender@orda.ca

JHA
JHA ARCHITECTURE INC.
28 DORVILLE AVENUE
ROCHESTER, NY 14621
585-847-6434
jha@jhaarch.com

Sheet 11
18 Unit Apartment
Building

79 Derry Drive, Roseway

ISSUED FOR PERMIT

Drawn By:
JH
Checked By:
JH
Project Number:
24A12

Level 3 Floor Plan

Sheet Number:
A203



262	<p>EXTERIOR VINYL SIDING</p> <p>MANUF: MITTEN</p> <p>PRODUCT: MODERN PROFILE</p> <p>COLOR: HURON BLUE</p> <p>NOTES: ALL VENTS IN VINYL CLADDING TO MATCH COLOUR OD CLADDING</p>
263	<p>EXTERIOR METAL SIDING - WOOD LOOK METAL CLADDING</p> <p>MANUF: VIVWEST</p> <p>PRODUCT: AD275</p> <p>COLOR: DARK CEDAR GRAIN</p> <p>NOTES:</p>
264	<p>EXTERIOR ASPHALT SHINGLES</p> <p>MANUF: IKO</p> <p>PRODUCT: CAMBRIDGE ARCHITECTURAL SHINGLES</p> <p>COLOR: GRAPHITE BLACK</p> <p>NOTES: 45 YEARS WARRANTY</p>
265	<p>MODIFIED BITUMEN</p> <p>MANUF: IKO SUREMA OR APPROVED EQ.</p> <p>PRODUCT: 2 PLY MODIFIED BITUMEN WATERPROOFING ASSEMBLY</p> <p>COLOR: BLACK</p> <p>NOTES:</p>
266	<p>ALUMINUM RAILING SYSTEM</p> <p>MANUF: TBD</p> <p>PRODUCT: BLACK ALUMINUM RAILING SYSTEM FOR DECK</p> <p>AREAS CAN TEMPERED GLASS PANELS</p> <p>COLOR: BLACK</p> <p>NOTES:</p>



9 Dorilyn Drive, Rethesay

A301

**753221 NB Inc.
16 Foxwood Court
Quispamsis, NB
E2E 0R6**

**December 15th, 2025
Project: 18935**

RE: Shade Study – 18-Unit Residential Building - 79 Donlyn Drive – Rothesay, NB

1.0 Methodology

Further to your request, Fundy Engineering & Consulting Ltd has prepared a shade study on the proposed 18-unit modular residential building located at 79 Donlyn Drive in Rothesay, NB. The purpose of the study was to model the shade effects of the new three-storey building on surrounding buildings in the area and in-turn shade that may be cast on the new development by adjacent buildings.

The new 18-unit building was modelled in Revit based on the architectural drawings. The neighbouring building located at 512 Millenium Drive (Millenium Suites) is considered to be a mid-rise, four-storey building. It was modelled in Revit using length, width and height dimensions from Google Earth. Lastly, the surface file (grading) which was created as part of the civil package for final grading was brought into the software to determine the elevations at which the buildings are founded.

Once the files were imported into Revit, the Solar Study feature was used which is a georeferenced feature in the software that allows the user to simulate the effects of shade at any given time of the year. Simulations were completed for all four seasons of the year (Fall equinox, Spring Equinox, Summer Solstice and Winter Solstice). The simulations were then exported to avi. files for ease of viewing.

The study focused on the Millenium Suites residential building due to the height of the building and the lack of screening between the structure and the proposed development. The single-family dwelling located at 77 Donlyn Drive was not examined as there will be a stand of mature trees left to be used as a screen between the dwelling and the new development and shading will be relatively unchanged.

2.0 Findings & Conclusions

The simulations are self-explanatory in nature, although key findings are that during the Summer, there will be no negative effects from the development on 79 Donlyn Drive toward the South facing balconies of the units at Millenium Suites (512 Millenium Drive). There will be periods where shade is cast on the South facing balconies during the evening hours of Fall, Spring and Winter. The balconies are assumed to be less used during these colder months and there will continue to be periods of sun exposure throughout the course of the day during those seasons.

The simulation may be used by the owner to determine which units of the new building may be more attractive to tenants and give some indication on what can be expected for shade and sunlight prior to lease agreements.

It should be noted that the four-storey building at 512 Millenium Drive will create shade on the new development at 79 Donlyn Drive throughout the year during the early hours of the morning after sunrise.

This letter pertains to the shade conditions at the noted locations and does not extend to additional study areas or consider future developments outside of the areas noted in our record, without an amending letter.

Should you have any questions or require additional information please contact the undersigned at your convenience via telephone at 506.635.1566 or by email at eric.orser@fundyeng.com.

Sincerely;
Fundy Engineering & Consulting Ltd.



Eric Orser, *P. Eng.*
Intermediate Civil Engineer

From: Mary Jane Banks
Sent: Friday, January 16, 2026 3:00 PM
To: Liz Hazlett; Mark Reade
Subject: Fw: In lieu of the letter proposal received today, January 13

Mary Jane Banks
Town Clerk

Sent from my Bell Samsung device over Canada's largest network.

From:
Sent: Friday, January 16, 2026 2:57:54 PM
To: Rothesay Info <Rothesay@rothesay.ca>
Subject: In lieu of the letter proposal received today, January 13

Some people who received this message don't often get email from
[why this is important](#)

[Learn](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

With our current residence at 72 Donlyn Drive, we have serious concerns regarding the proposed development at 79 Donlyn Drive.

I am uncertain how much consideration these concerns will receive at the Town Hall meeting on February 2, as past submissions appear to have received little to no attention.

We moved to Rothesay years ago to enjoy a quiet, peaceful village atmosphere. While we understand and accept the need for growth, the scale and pace of recent development feels excessive. Traffic conditions

have become increasingly problematic, making it difficult and frustrating.

Additionally, much of the greenery that once defined our community has been replaced by large-scale developments, with several more proposed over the next 15 years. Throughout this period of rapid expansion, our property taxes have continued to rise to absorbent amounts

All of these factors deserve careful consideration while contemplating yet another high-rise building.

Rothesay

DEVELOPMENT AGREEMENT

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

Parcel Identifier of Parcels Burdened by Agreement: 30305577

Owner of Land Parcels: 753221 N.B. INC.
16 Foxwood Court
Quispamsis, New Brunswick
E2E 0R6 (Hereinafter called the "Developer")

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

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

WHEREAS the Developer is the registered owner of certain land located at 79 Donlyn Drive (PID 30305577) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer is now desirous of entering into a development agreement to allow for the development of one, eighteen (18) unit apartment building on the Lands as described in Schedules A through C. (herein after called the "Project")

AND WHEREAS Rothesay Council did, on INSERT DATE authorize the Mayor and Clerk to enter into a Development Agreement with 753221 N.B. INC. to develop a multiple unit building on the Lands.

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

- 1. The Developer agrees that the total number of residential units situated on the Lands shall not exceed one building with a maximum of eighteen (18) residential apartment units.
- 2. The Town and Developer agree that the Development Officer may, at their discretion, consider a reduction in the total area of the multi-unit apartment building and the resulting applicable and necessary changes to Schedules B, and C as non-substantive and generally in conformance with this Agreement.

Schedules

- 3. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this Agreement:
 - a. Schedule A Legal Description of Parcels
 - b. Schedule B Proposed Building Plans
 - c. Schedule C Proposed Site, Servicing and Stormwater Plans

Site Development

- 4. The Developer agrees that except as otherwise provided for herein the use of the Lands shall comply with the requirements of the Rothesay Zoning By-

law and Subdivision By-law, as may be amended from time to time.

5. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with Schedules B, and C.
6. The Developer agrees to provide a detailed landscaping plan for the site with the initial Development / Building Permit application for the approval of the development officer incorporating the following elements:
 - a. Landscaping along the Donlyn Drive street frontage incorporating trees as detailed in Part 11 of this agreement.
 - b. Trees along the eastern and northern sides of the parking area to provide a visual buffer around the proposed parking lot in lieu of the required landscaped islands within the parking area.
 - c. Retention of the existing treed area in the western portion of the site adjacent to PID 30186779 (77 Donlyn Drive), in accordance with the site plan submitted with the application.

Architectural Guidelines

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

Off-Site Disturbance

8. The Developer agrees that any disturbance to existing off site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the full responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Director of Operations.

Development Permit

9. The Developer agrees to not commence clearing of trees, removal of topsoil or excavation activities in association with the construction of the development until the Town has approved a development permit for site grading, erosion and sedimentation control as issued by the Development Officer.
10. The Developer agrees that, notwithstanding that a site grading permit may be issued, the Development Officer shall not issue a development permit to the Developer for work directly connected with the construction of buildings on the Lands until the Developer submits the following plans acceptable to the Town:
 - a. Storm water Management Plan as per PART 12 of this agreement; and
 - b. Landscaping Plan as per PART 6 of this agreement.

Municipal Sidewalks

11. The Developer shall carry out and pay for the entire actual cost of a public sidewalk constructed to Town standards within the Town right-of-way along the entire frontage of the Land with Donlyn Drive, subject to inspection and approval by the Director of Operations, including the following:
 - a) supply and maintenance of 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 such trees are as follows:
 - i. Not smaller than six centimetres (6 cm) in diameter measured at a point being 2 meters above the root ball such trees species as approved by the Development Officer.

Storm Water Management

12. The Developer agrees to have a storm water management plan designed by a professional engineer so that the peak surface runoff rates discharged from the development shall not exceed pre-development peak discharge rates as described in Schedule "D" Storm Water Standards of Zoning By-law 2-10.
13. The Developer shall carry out, ensuring compliance with Town By-laws and Municipal Plan and subject to inspection and approval by the Director of Operations, and pay for the entire actual costs of the installation of a storm water management system. The Developer will be responsible for the costs of the following:
 - a. Provide and install a Stormceptor® model STC 300 or equivalent inlet stormwater treatment chamber, or comparable stormwater management best practices that remove sediment and pollutants and maintain such device(s) in accordance with the manufacturer's specifications.
14. The written Certification from a qualified professional engineer licensed to practice in the Province New Brunswick, that the Developer has satisfactorily completed and constructed the stormwater management plan and works in accordance with this agreement and Schedule "D" Stormwater Standards of Zoning By-law 2-10 and as may be required by the Director of Operations prior to any construction of any buildings on the Lands pursuant to the specific proposal under this Agreement.

Water Supply

15. In addition to and notwithstanding the payments committed elsewhere in this agreement the Developer agrees to pay the Town an amount, calculated by the Director of Operations in the manner set out in By-Law 1-18 Water By-Law as amended from time to time, for Permit Connection and Water System Access Fees, which shall be paid to the Town on issuance of the building permit.
16. The Town agrees to supply potable water for the multi-unit apartment building and the associated residential use incidental thereto and for no other purposes whatsoever.
17. 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.
18. 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 storm water drainage, water supply systems including the water service laterals and fire hydrants.

19. 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. The Developer agrees that a separate water meter shall be installed, at their expense, for each connection made to the Town Water System.
 - 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.
20. The Developer agrees that all connections to the Town water mains shall be approved by the Director of Operations or such other person as is designated by the Town and shall occur at the sole expense of the Developer.
21. The Developer agrees that Town staff shall visually inspect the connection to the Town water mains before the connection is buried. In the event such connections are buried prior to inspection the Developer shall on the demand of Town Staff re-excavate such connections for inspection at no cost to the Town.
22. The Developer agrees to provide an on-site fire hydrant such that:
 - a. The fire department connection for a standpipe system shall be located so that the distance from the fire department connection to a hydrant is not more than 45 m and is unobstructed.
 - b. The fire department connection for an automatic sprinkler system shall be located so that the distance from the fire department connection to a hydrant is not more than 45 m and is unobstructed.
23. 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.

Sanitary Sewer

24. In addition to and notwithstanding the payments committed elsewhere in this agreement the Developer agrees to pay the Town an amount, calculated by the Director of Operations in the manner set out in By-Law 1-15 Sewage By-Law as amended from time to time, for Permit and Sewer Connection Fees which shall be paid to the Town on issuance of the building permit.
25. 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 Director of Operations. Connection to the Town sewer system will be made by directional drilling unless otherwise approved by the Director of Operations.
 - 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.
26. 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").
27. The Developer agrees that all connections to the Town sanitary sewer system shall be supervised by the Developer's professional engineer and inspected by Town staff prior to backfilling and shall occur at the sole expense of the Developer.

Lighting and General Maintenance

28. The Developer agrees to direct all exterior lighting to driveways, parking areas, building entrances and walkways and that all exterior lighting shall be arranged or directed so as to divert the light away from adjacent residential lots and buildings.
29. The Developer agrees to install decorative pole lights, the style to be approved by the Town for illumination of the driveway and roadway frontage of the lot. The pole lights shall become the responsibility of the property owner and shall be maintained in a manner to ensure continuous operation
30. 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.
31. The Developer agrees that refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing/masonry walls with suitable landscaping in accordance with the Zoning by-law, and shall further ensure that all refuse is removed regularly.
32. The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of buildings, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow removal/sanding of walkways and driveways.
33. 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 building.

General Servicing

34. The Developer agrees to provide signed documentation and progress reports from a practicing Professional Engineer, licensed in New Brunswick ensuring that applicable codes and standards have been met and that the work was completed and utilizing such materials as in accordance with the terms of this Agreement and approved specifications.
35. The Developer agrees to provide as-built drawings that delineate all public infrastructure to be submitted to Rothesay in compliance with the minimum standards and requirements specified in Rothesay's Digital Data Submission Standards for Infrastructure and Construction Drawings.
36. The Developer agrees that all items, materials, pipes, fittings, and other such infrastructure following acceptance of delivery on site by the Developer shall remain the full responsibility of the Developer against their accidental breakage or vandalism until Rothesay accepts the completed works.
37. The Developer agrees to restore all disturbed or damaged areas of the public street and right of way to the satisfaction of Rothesay's Engineer following installation of the required municipal services.

Retaining Walls

38. The Developer agrees that dry-stacked segmental concrete (masonry block) gravity walls shall be the preferred method of retaining wall construction for the purpose of erosion control or slope stability on the Lands and furthermore that the use of metal wire basket cages filled with rock (gabions) is not an acceptable method of retaining wall construction.
39. The Developer agrees to obtain from the Town a Building Permit for any retaining wall, as required on the Lands, in excess of 1.2 meters in height and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

Indemnification

40. The Developer does hereby indemnify and save harmless the Town from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with the Town prior to the commencement of any work hereunder a certificate of insurance naming the Town as co-insured evidencing a policy of comprehensive general liability coverage on "an occurrence basis" and containing a cross-liability clause which policy has a limit of not less than Two Million Dollars (\$2,000,000.⁰⁰) including a project wrap-up liability policy (with no less than 24 months coverage after project completion). The aforesaid certificate must provide that the coverage shall stay in force and not be amended, canceled or allowed to lapse within thirty (30) days prior to notice in writing being given to the Town. The aforesaid insurance coverage must remain in full force and effect during the period available to the Developer pursuant to this agreement to complete the work set out as described in this Agreement.

Notice

41. 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 **753221 NB Inc.**, 16 Foxwood Court, Quispamsis, NB, E2E 0R6 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

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

Termination

43. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not been completed on or before **INSERT DATE** being a date 5 years (60 months) from the date of Council's decision to enter into this Agreement. Accordingly, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform to the provisions of the Rothesay Zoning By-law.
44. Notwithstanding the preceding paragraph (43) above, the Parties agree that the development shall be deemed to have commenced if within a period of not less than three (3) months prior to **INSERT DATE** the construction of the municipal service infrastructure has begun and that such construction is deemed by the Development Officer in consultation with the Director of Operations as being continued through to completion as continuously and expeditiously as deemed reasonable.
45. The Developer agrees that should the Town terminate this Agreement the Town may call the Letter of Credit described herein and apply the proceeds to the cost of completing the work or portions thereof as outlined in this Agreement. If there are amounts remaining after the completion of the work in accordance with this Agreement, the remainder of the proceeds shall be returned to the Institution issuing the Letter of Credit. If the proceeds of the Letter of Credit are insufficient to compensate the Town for the costs of completing the work mentioned in this Agreement, the Developer shall promptly on receipt of an invoice pay to the Town the full amount owing as required to complete the work.

Security & Occupancy

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

- d. any unused portion of the security shall be returned to the Developer upon certification that the work has been completed and acceptable to the Development Officer.

Failure to Comply

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

Entire Agreement

49. 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

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

Reasonableness

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

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

IN WITNESS WHEREOF, each of the parties set out below has caused this Agreement, made in duplicate, to be duly executed by its respective, duly authorized officer(s) as of _____, 2026.

753221 N.B. INC.

Witness:

Corey O'Dell, Director

Rothesay

Witness:

Nancy E. Grant, Mayor

Witness:

Mary Jane E. Banks, Clerk

DRAFT

SCHEDULE A – LEGAL DESCRIPTION OF PARCELS

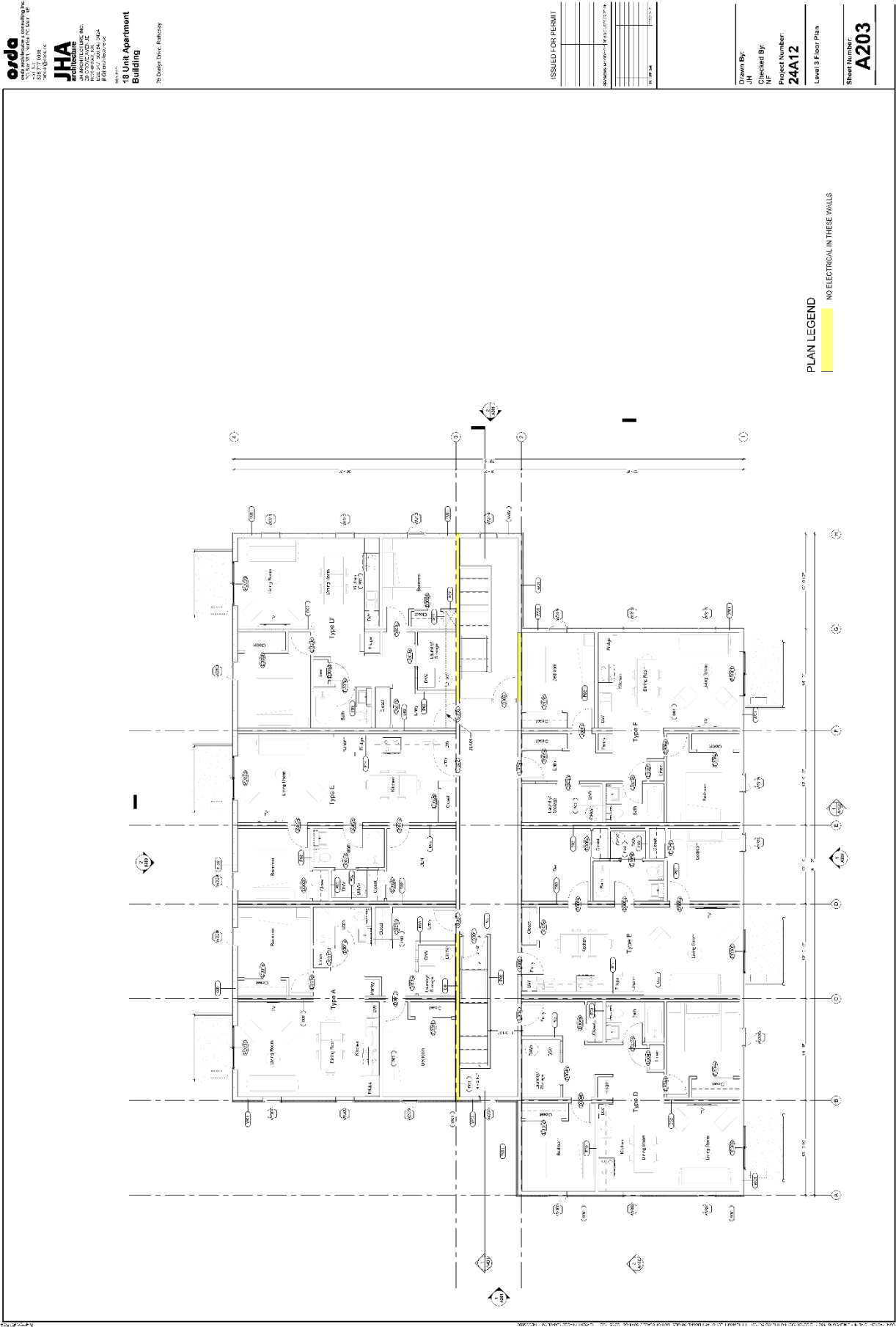
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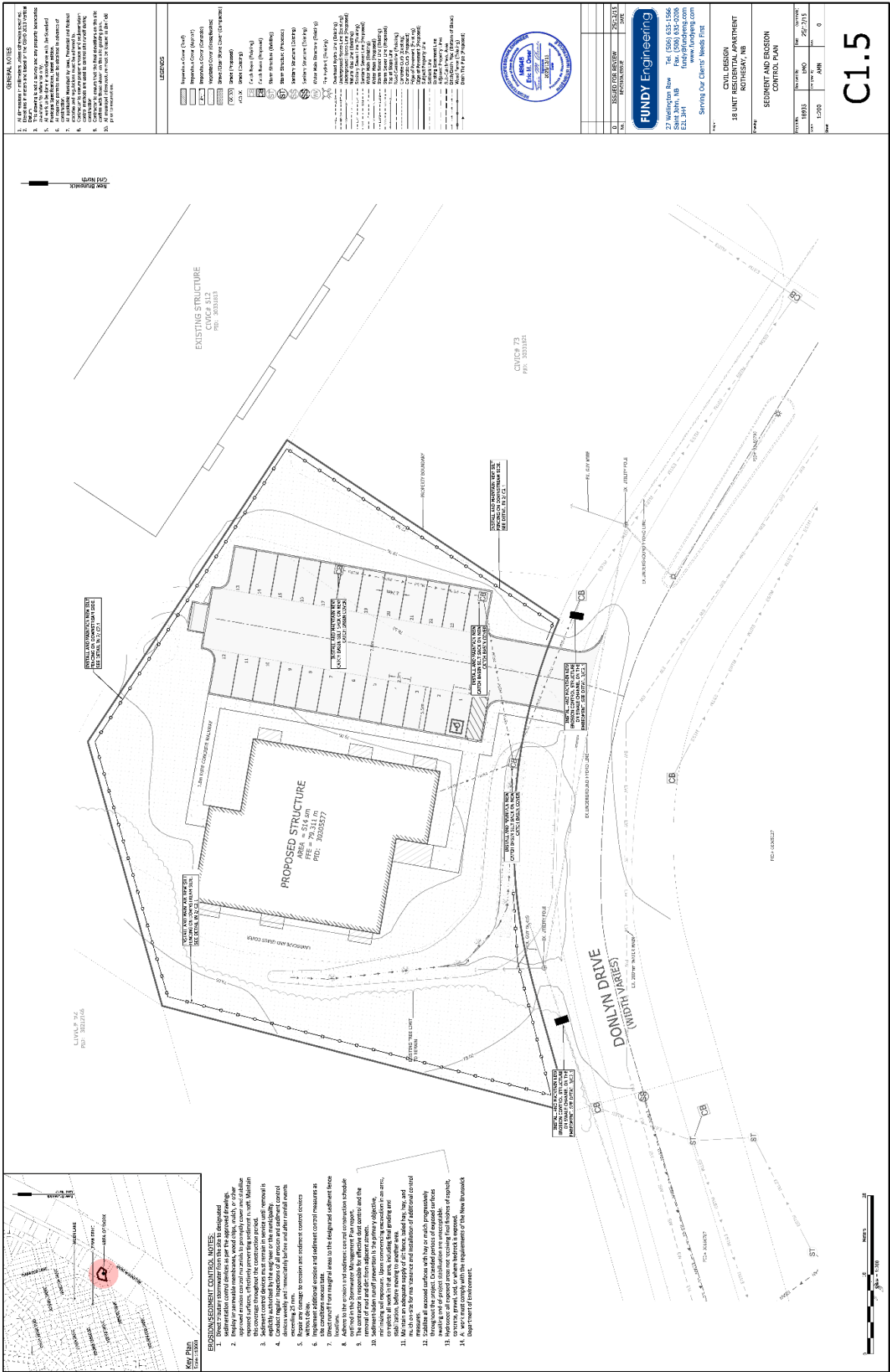
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Page 24 of 26

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Corey O'Dell
16 Foxwood Court
Quispamsis, NB
E2E 0R6

Office Held by Deponent: **Director**

Corporation: 753221 NB Inc.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2026

I, **COREY O'DELL**, 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 "**Corey O'Dell**" 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 _____, 2026

BEFORE ME:

Commissioner of Oaths

Corey O'Dell

Form 45
AFFIDAVIT OF CORPORATE EXECUTION
Land Titles Act, S.N.B. 1981, c.L-1.1, s.55

Deponent: **MARY JANE E. BANKS**
Rothesay
70 Hampton Road
Rothesay, N.B.
E2E 5L5

Office Held by Deponent: Clerk

Corporation: **Rothesay**

Other Officer Who Executed the Instrument: **NANCY E. GRANT**
Rothesay
70 Hampton Road
Rothesay, N.B.
E2E 5L5

Office Held by Other Officer Who Executed the Instrument: Mayor

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2026

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

1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;

6. That the attached instrument was executed by me and **NANCY E. GRANT**, the other officer specified above, as the officer(s) duly authorized to execute the instrument on behalf of the corporation;

7. The signature “**NANCY E. GRANT**” subscribed to the within instrument is the signature of Nancy E. Grant, who is the Mayor of the town of Rothesay, and the signature “**Mary Jane E. Banks**” subscribed to the within instrument as Clerk is the signature of me and is in the proper handwriting of me, this deponent, and was hereto subscribed pursuant to resolution of the Council of the said Town to and for the uses and purposes therein expressed and contained;

8. The Seal affixed to the foregoing indenture is the official seal of the said Town and was so affixed by order of the Council of the said Town, to and for the uses and purposes therein expressed and contained;

9. That the instrument was executed at the place and on the date specified above;

DECLARED TO at town of
Rothesay, in the County of Kings,)
and Province of New Brunswick,)
This ____ day of _____, 2026)
BEFORE ME:)
_____)
Commissioner of Oaths) **MARY JANE E. BANKS**



2026February09OpenSessionFINAL_141
ROTHESAY
MEMORANDUM



TO : Mayor Grant and Council
FROM : Planning Advisory Committee
DATE : 3 February 2026
RE : Appleby Drive/Higginson Avenue – McKay Subdivision
PIDs 30175467 and 30175475

Recommendation:

- Council assent to the Tentative Subdivision Plan prepared by Hughes Surveys and Consultants Inc. for the A.E. McKay Subdivision Phase 1, for the properties identified as portions of PIDs 30175467 and 30175475, with respect to the vesting of the proposed Public Streets and Future Streets and necessary Local Government Services Easements and Municipal Drainage Easements.
- Council enter into a Development Agreement with the landowner/developer in general conformance with the draft Development Agreement for the properties identified as portions of PIDs 30175467 and 30175475.

Background:

The Planning Advisory Committee passed the following motions at its regular meeting of Monday, February 2, 2026:

MOVED by M. Graham and seconded by Counc. Lewis the Planning Advisory Committee hereby recommends that Council assent to the Tentative Subdivision Plan prepared by Hughes Surveys and Consultants Inc. for the A.E. McKay Subdivision Phase 1, for the properties identified as portions of PIDs 30175467 and 30175475, with respect to the vesting of the proposed Public Streets and Future Streets and necessary Local Government Services Easements and Municipal Drainage Easements.

YEA votes recorded from: Councs. Lewis and Shea, and R. Forte and M. Graham

NAY vote recorded from: C. Lang

CARRIED.

MOVED by Counc. Lewis and seconded by M. Graham the Planning Advisory Committee hereby recommends that Council enter into a Development Agreement with the landowner/developer in general conformance with the draft Development Agreement for the properties identified as portions of PIDs 30175467 and 30175475.

YEA votes recorded from: Councs. Lewis and Shea, and R. Forte and M. Graham

NAY vote recorded from: C. Lang

CARRIED.



To: Chair and Members of Rothesay Planning Advisory Committee
From: Mark Reade, P.Eng., RPP, MCIP – Director of Planning and Development Services
Date: Wednesday, January 26, 2026
Subject: 18 Lot Subdivision – A.E. McKay Subdivision Phase 1 (PIDs 30175467 (portion) & 30175475 (portion))

Applicant:	Hughes Surveys & Consultants Inc.	Property Owner:	A. E. McKay Builders Ltd.
Mailing Address:	575 Crown Street Saint John, NB E2L 5E9	Mailing Address:	380 Model Farm Road Quispamsis, NB E2G 1L8
Property Location:	Appleby Drive/ Higginson Avenue	PID:	30175467 (portion) & 30175475 (portion)
Plan Designation:	Low Density Residential	Zone:	Single Family Residential – Standard Zone [R1B]
Application For:	Subdivision, Development Agreement (18 Lot Subdivision)		
Input from Other Sources:			

Origin:

At their meeting of January 5, 2026, the Planning Advisory Committee tabled an application by Hughes Surveys and Consultants Inc. on behalf of A. E. McKay Builders Ltd. to subdivide a portion of land accessed off Appleby Drive and Higginson Avenue. The application sought approval to allow for 18 new single-family home lots, new public road extensions to Appleby Drive and Higginson Avenue, and a new Future Street.

The matter was tabled by the Committee pending additional information regarding the timing and costs for the Wiljac Street connection.

This report provides background on the Wiljac Street extension including work completed to date.

It is recommended the Committee remove the item from the table and give consideration to this report and the January report.

Background:

A collector roadway connection between Grove Avenue and Fox Farm Road is a key priority of Rothesay. This transportation connection will provide an alternate route between the Campbell Drive and Fox Farm Road interchanges for all transportation modes and emergency vehicles and allow for vacant land to be developed supporting Rothesay's growth.

Future planning for the Hillside Secondary Plan area further refined this roadway alignment. Within the Hillside South Planning Area, located between Maplecrest Drive and the Riverside Golf and Country Club, this roadway extension is required to support future development beyond the Phase One development area. This Phase One area includes lands within the subject application along the extension of Appleby Drive and the previously approved extension of Dunedin Road for 14 building lots (MR Investments). Figure 1 provides an excerpt from the Secondary Plan showing the Hillside South Area.

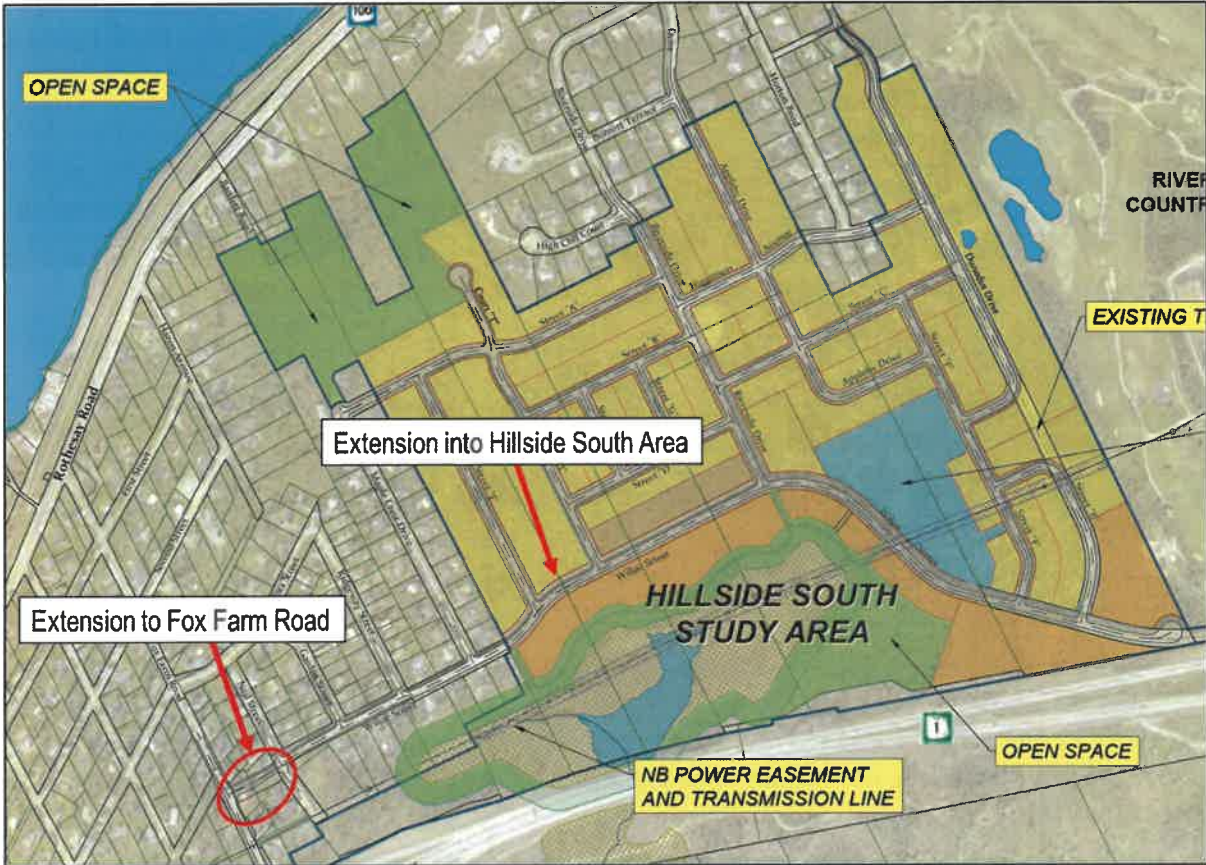


Figure 1 – Hillside South Planning Area showing Wiljac Extension.

The design of the Wiljac Street extension advanced in the Secondary Plan includes the design of a connection to Fox Farm Road as shown in Figure 2.

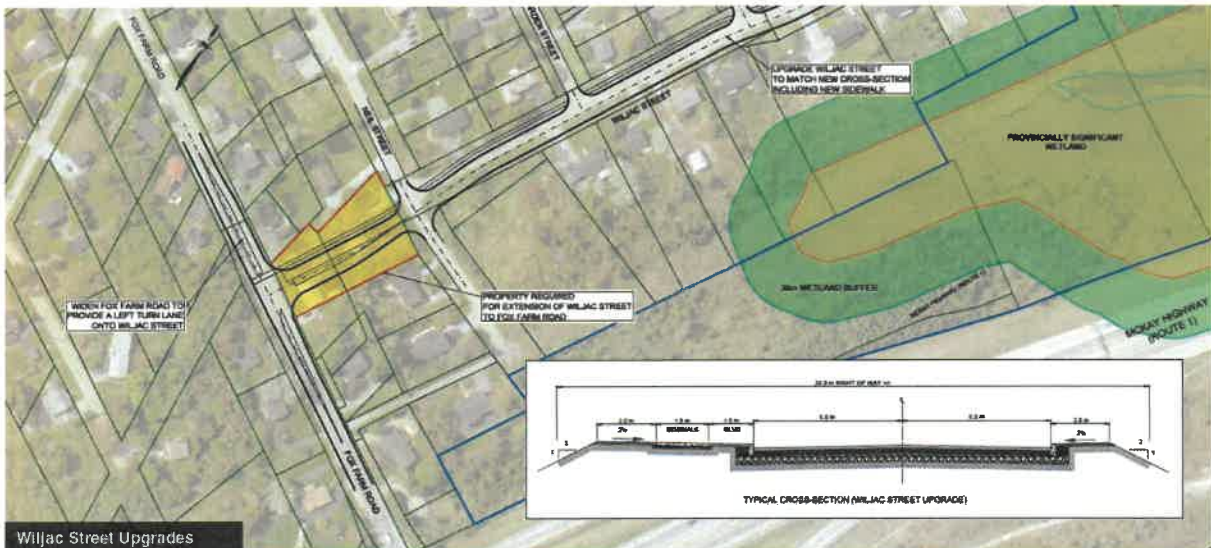


Figure 2 – Detail of Wiljac Street Extension to Fox Farm Road and Preliminary Roadway Cross Section.

This extension to Fox Farm Road involves two properties located between Neil Street and Fox Farm Road which are now owned by Rothesay. This allows for the connection to Fox Farm Road to proceed.

Lands within the Hillside South Secondary Plan Area are owned by four landowners as detailed in Figure 3.

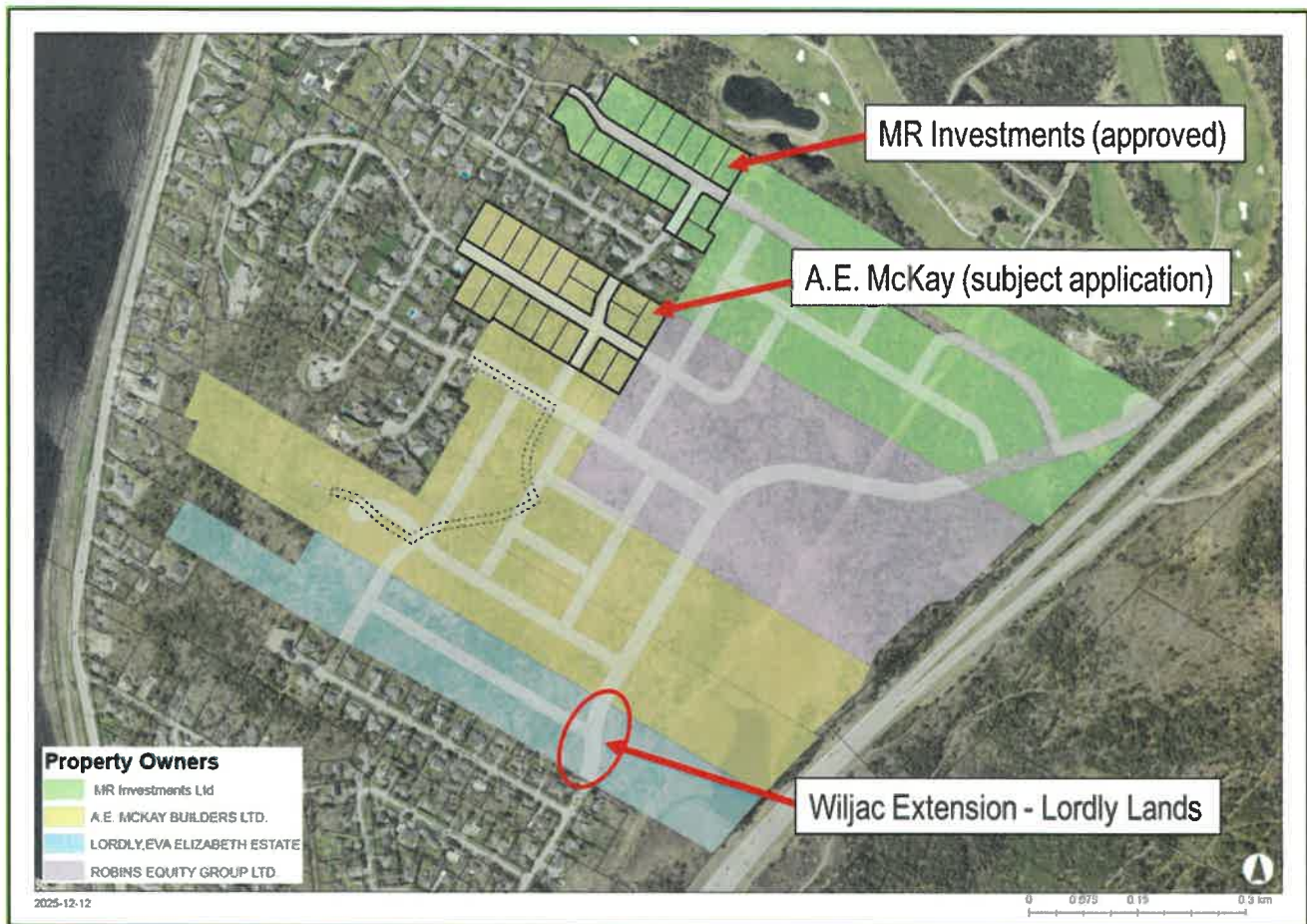


Figure 3 – Hillside South Secondary Plan Area - Land Ownership

Within the area, two landowners, MR Investments and A.E. McKay, are actively pursuing development. MR Investments has received approvals for 14 lots along extensions of Dunedin Road and Higginson Avenue. A.E. McKay's application would provide for 18 lots to be developed through extensions of Appleby Drive and Higginson Avenue.

Extending Wiljac Street to access the Hillside South Area will involve construction of the roadway extension through lands of the Lordly Estate. In September 2025 Rothesay Council authorized the purchase of the necessary lands from the Lordly Estate. Acquisition of these lands are proceeding pending execution of an Agreement of Purchase and Sale.

Design and Construction of the Wiljac Extension

Rothesay has also engaged an engineering consultant to design the required upgrades to the existing section of Wiljac Street and the necessary roadway extensions. The engineering design is 70% complete and includes upgrades to underground infrastructure (water, storm sewer, and sanitary sewer) along the existing section of Wiljac Street.

The Wiljac Street project is included in Rothesay's 2026 Capital Program. The tender for the project is anticipated to be released in the summer of 2026, following approval of project financing from the Municipal Capital Borrowing Board. Award of the tender is anticipated in July or August 2026, with construction projected to begin in September 2026. Construction costs are estimated at \$ 3 million.

Roadway Connections with Future Development

As the applicant, A.E. McKay, develops additional phases of their landholdings south of the current application, a roadway connection to the Wiljac Street extension will be developed. This will provide for additional development beyond the subject application.

As development occurs, A.E. McKay will be responsible for constructing a Public Street network to serve the balance of their development lands and provide a connection between the existing developed area and the Wiljac extension. **Additional development within the Hillside South Plan Area beyond the lands within the current application and the MR Investment lands which have received approval, will not be recommended by Staff until such time as a second roadway connection is provided to Fox Farm Road.**

Figure 4 provides a conceptual overview the future roadway network in this area.

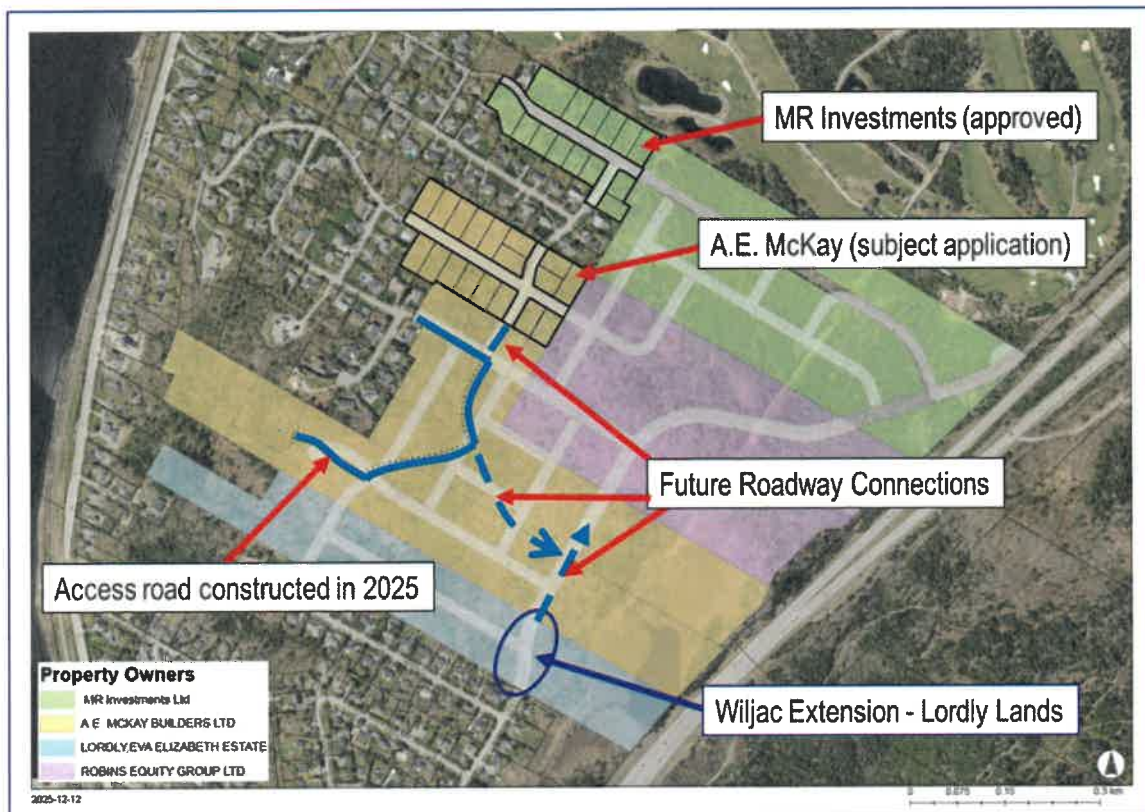


Figure 4 – Hillside South Secondary Plan Area – Conceptual Connection to Wiljac Extension

It is anticipated development of this area and the associated extension of the roadway network by the developer will generally involve the following phasing by the developer as detailed in Figure 4:

- Extension of Wiljac Street into the lands of A.E. McKay from the boundary of the Lordly property.

- Extension of a roadway network from the future Higginson Avenue / Appleby Drive intersection to connect with the Wiljac Street extension.

Staff note that in 2025, the developer received approval for a creation of up to two lots that do not front on a Public Street and constructed an access road to provide access to these lot(s). The intent of the developer is to undertake future construction on this access road and develop it as a Public Street serving future development and providing a portion of the connection to the Wiljac Street extension.

Polling:

Polling letters were sent to nearby residents to inform them of the application for both the December 2025 January 2026, and February 2026 Committee meetings. Letters received from these notifications are provided in the agenda packet.

Summary:

This report provides an overview of work completed to date on the Wiljac Extension and future roadway development to provide a second access to the Hillside South Area.

The proposed subdivision conforms with the low-density residential intent of the Municipal Plan and the development phasing as indicated in the Hillside Secondary Plan. Approval is recommended in accordance with the Staff recommendation contained in the January 2026 report to the Planning Advisory Committee.

Recommendation:

Staff recommended THAT the Planning Advisory Committee consider the following Motions as provided at the January 2026 meeting:

- A. PAC Hereby recommends that Council assent to the Tentative Subdivision Plan prepared by Hughes Surveys and Consultants Inc. for the A.E. McKay Subdivision Phase 1, for the properties identified as portions of PIDs 30175467 and 30175475, with respect to the vesting of the proposed Public Streets and Future Streets and necessary Local Government Services Easements and Municipal Drainage Easements.
- B. PAC Hereby recommends that Rothesay enter into a Development Agreement with the landowner / developer in general conformance with the draft Development Agreement for the properties identified as portions of PIDs 30175467 and 30175475.

Attachments:

Attachment 1 January 2026 PAC Report and Attachments



Report Prepared by: Mark Reade, P.Eng., RPP, MCIP
Date: Wednesday, January 26, 2026



To: Chair and Members of Rothesay Planning Advisory Committee
From: Mark Reade, P.Eng., RPP, MCIP – Director of Planning and Development Services
Date: Monday December 22, 2025
Subject: 18 Lot Subdivision – A.E. McKay Subdivision Phase 1 (PIDs 30175467 (portion) & 30175475 (portion))

Applicant:	Hughes Surveys & Consultants Inc.	Property Owner:	A. E. McKay Builders Ltd.
Mailing Address:	575 Crown Street Saint John, NB E2L 5E9	Mailing Address:	380 Model Farm Road Quispamsis, NB E2G 1L8
Property Location:	Appleby Drive/ Higginson Avenue	PID:	30175467 (portion) & 30175475 (portion)
Plan Designation:	Low Density Residential	Zone:	Single Family Residential – Standard Zone [R1B]
Application For:	Subdivision, Development Agreement (18 Lot Subdivision)		
Input from Other Sources:	KVFD, Operations, KRPF, NBDELG, Utilities (Power and Communications)		

Origin:

At their meeting of December 1, 2025, the Planning Advisory Committee tabled an application by Hughes Surveys and Consultants Inc. on behalf of A. E. McKay Builders Ltd. to subdivide a portion of land accessed off Appleby Drive and Higginson Avenue. The application sought approval to allow for 18 new single-family home lots, new public road extensions to Appleby Drive and Higginson Avenue, and a new Future Street.

Background:

An earlier subdivision application by the current applicant to allow for the development of 16 lots was favourably considered by the Planning Advisory Committee (PAC) at their December 2015 meeting. That application was subsequently tabled by Council at their December 2015 meeting pending completion of a secondary plan for the area.

The 16-lot subdivision application was withdrawn by the applicant in November 2017 and a revised application for 7 lots was submitted. The 7-lot application was tabled by PAC at their February 2018 meeting pending completion of the secondary plan. The application remained tabled until it was withdrawn in September 2023.

Eighteen lots are proposed in the current subdivision proposal with an extension of Appleby Drive that is approximately 300 metres in length and a 61-metre extension of Higginson Avenue providing a connection to Appleby Drive. A Future Street opposite the Higginson Drive extension will provide for future access to lands to the south.



Figure 1 – View of site from end of undeveloped portion of Appleby Drive

Municipal Plan:

Lands within the proposed subdivision are designated as Low Density Residential on the Municipal Plan Future Land Use Map. Policy LDR-2 of the Municipal Plan outlines the development vision and scope of land uses within this area.

Policy LDR-2 Low Density Residential Uses: Allow within the Low Density Residential designation, a range of housing types where the dominant form is single family detached homes and other low-density forms of housing, including secondary suites, two unit semi-detached, secondary units, and duplex dwellings. Other compatible uses may be permitted in the Low Density Residential designation without amendment to the Municipal Plan including but not limited to neighbourhood convenience stores, public utilities, parks, municipal facilities, and appropriate home occupations.

The proposal for a subdivision of single-unit dwellings conforms to the Municipal Plan.

Secondary Plan:

In April of 2019 Rothesay Council approved the Hillside Secondary Plan to guide future development of 182.3 hectares (450.5 acres) of undeveloped lands between Route 1 to the east and Rothesay Road

and the Kennebecasis River to the west. The Hillside Planning area encompasses two distinct areas referred to as the Hillside South Study Area and Hillside North Study Area.

The subject lands are in the Hillside South Study Area, which has a total area of 73.7 hectares (182.1 acres), located south of the Riverside Country Club and accessible via Dunedin Road, Appleby Drive, Horton Road, Wiljac Street, and Maplecrest Drive. Development of the Hillside South is planned over 4 phases.

Development in the Hillside South Study Area can begin in the Phase 1 area (see Figure 2) by connecting to Appleby Drive. The Secondary Plan¹ notes lands within Phase 1 will generate low traffic volumes that are not expected to cause operational or safety issues on the connecting streets.



Figure 2 - Portion of Hillside South Planning Area Showing Phase 1

For areas beyond the current proposal and the other Phase 1 area further to the north owned by MR Investments to proceed, an upgrade and extension of Wiljac Street will be required as discussed under the Transportation section of the Secondary Plan. This will include the connection of this street directly to Fox Farm Road.

¹ Upland Planning and Design. Hillside Secondary Plan Final Report. April 2019

Zoning By-law:

The site is zoned Single Family Residential – Standard (R1B). Lot dimensions within the proposed subdivision generally conform to the standards of the zone. All the lots meet the minimum lot area of 1350 square metres. Variances for a reduction in depth for Lots 8 and 9 (37.88 metres and 44.30 metres versus the required 45 metres) and a reduction in frontage for Lot 13 (29.55 metres versus the required 30 metres) are required. These variances will be processed by the Development Officer should the application receive the required assents from Rothesay Council.

Land For Public Purposes:

Staff are recommending the Land for Public Purposes (LPP) requirement be deferred until such time that the Developer submits future phases for subdivision approval. The Secondary Plan denotes an area of parkland on lands southwest of High Cliff Court owned by the Developer. The draft subdivision agreement states that Developer owes an amount of LPP no less than 3054.2 square meters being 10% of the area of the 18 lots being subdivided or \$ 32,985.36 as cash in lieu of LPP being 8% of the market value as calculated by the Subdivision By-law formula.

Public Streets and Easements:

Staff recommend Council assent to the proposed Public and Future Streets and any necessary Local Government Services Easements that may be required for the proposed development.

Rothesay's Subdivision By-law No. 4-10 requires that the developer provide within the proposed subdivision public streets, curbing, sidewalks, storm water drainage infrastructure, water and sewer lines, streetlights, and street trees. The by-law also requires that the developer enter into a subdivision agreement with Council that is registered on title and specifies their obligations to construct and pay the cost of the infrastructure required. Section 75 of the *Community Planning Act* enables this agreement.

The agreement (Attachment 5) also specifies that a Professional Engineer will design the proposed municipal infrastructure (roads, water, sewer, stormwater, etc.) and provide certification that all infrastructure is constructed to Town standards. Other components of the agreement include:

- Extension of the water main to the site via a route to be approved by the Director of Operations.
- Construction of any intersection improvements to the Appleby Drive / Burnett Terrace intersection that may be identified by the Director of Operations as being required to accommodate the proposed development.

Staff note the Development Agreement for the other Phase 1 development area (MR Investments land along the extension of Dunedin Road) originally contained a clause limiting access for construction vehicles to the Hillside Trail. In November 2025, Council defeated a motion to have this clause remain in the development agreement. As a result, this provides MR Investments with the option to utilize area Public Streets to access the development lands. Under the Rothesay Traffic By-law, trucks are permitted to utilize local streets between a truck route, and a destination provided the shortest route is used over the local street(s). Given this, a restriction on construction access is not a component of the development agreement.

Polling:

Polling letters were sent to nearby residents to inform them of the application for both the December 2025 and January 2026 Committee meetings. Letters received from both notifications are provided in the agenda packet.

Summary:

The proposed subdivision conforms with the low-density residential intent of the Municipal Plan and the development phasing as indicated in the Hillside Secondary Plan. Approval is recommended.

Recommendation:

Staff recommended THAT the Planning Advisory Committee consider the following Motions:

- A. PAC Hereby recommends that Council assent to the Tentative Subdivision Plan prepared by Hughes Surveys and Consultants Inc. for the A.E. McKay Subdivision Phase 1, for the properties identified as portions of PIDs 30175467 and 30175475, with respect to the vesting of the proposed Public Streets and Future Streets and necessary Local Government Services Easements and Municipal Drainage Easements.
- B. PAC Hereby recommends that Rothesay enter into a Development Agreement with the landowner / developer in general conformance with the draft Development Agreement for the properties identified as portions of PIDs 30175467 and 30175475.

Attachments:

Attachment 1	Air Photo
Attachment 2	Future Land Use Map – Municipal Plan
Attachment 3	Zoning Map
Attachment 4	Tentative Plan of Subdivision
Attachment 5	Draft Development Agreement






Report Prepared by: Mark Reade, P.Eng., RPP, MCIP

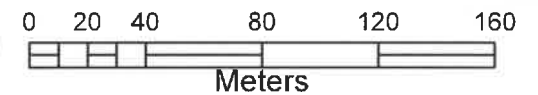
Date: Monday, December 22, 2025

Appleby Subdivision - Air Photo

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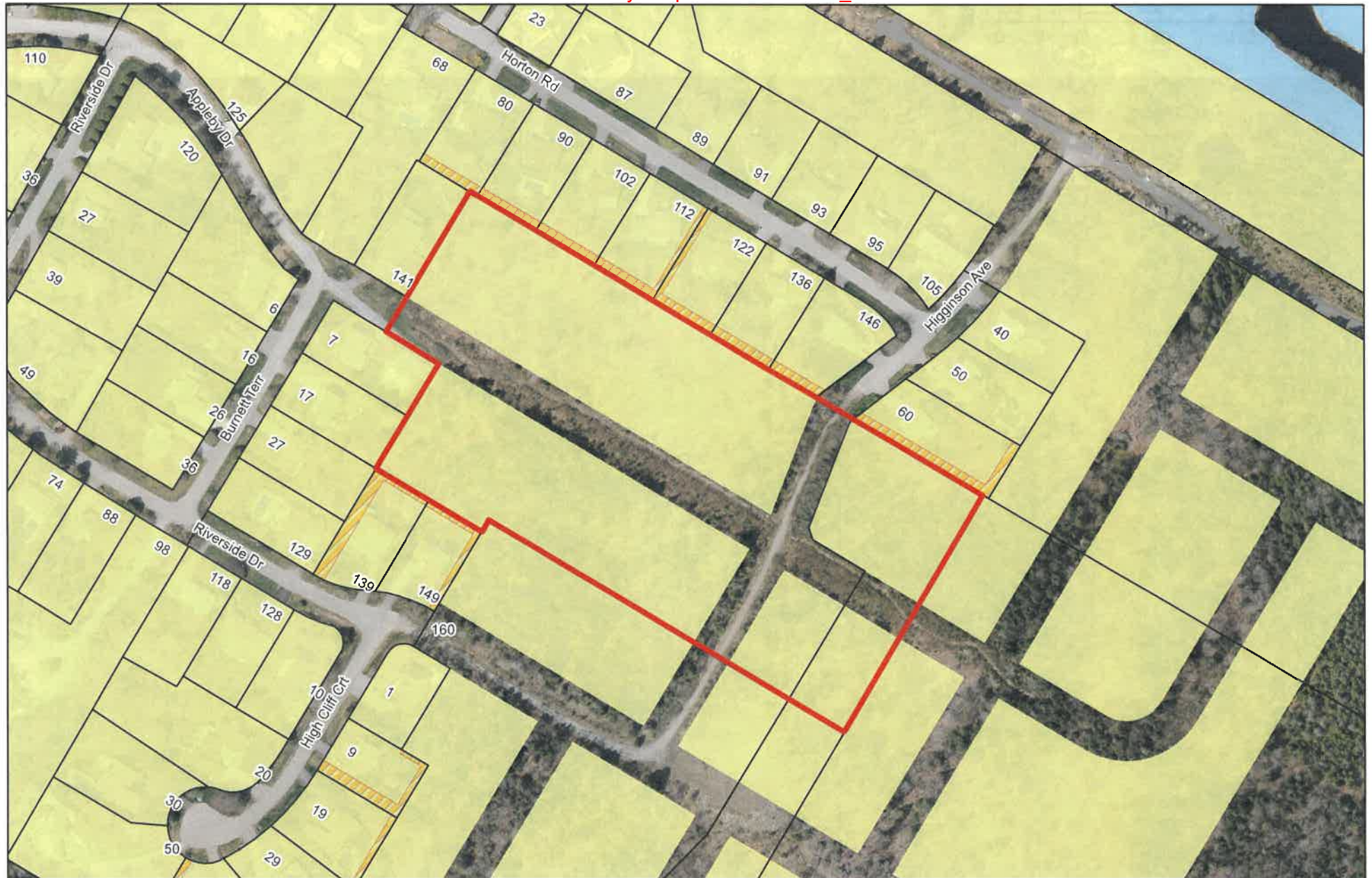
-  Subject Site
-  Encumbrance
-  Property Owner



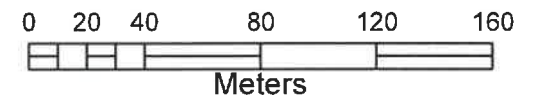
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Appleby Subdivision - Future Land Use

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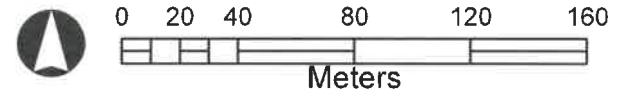
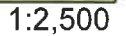


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|--|----------------|---|
|  | Subject Site | Future Land Use |
|  | Encumbrance |  Commercial |
|  | Property Owner |  Low Density |

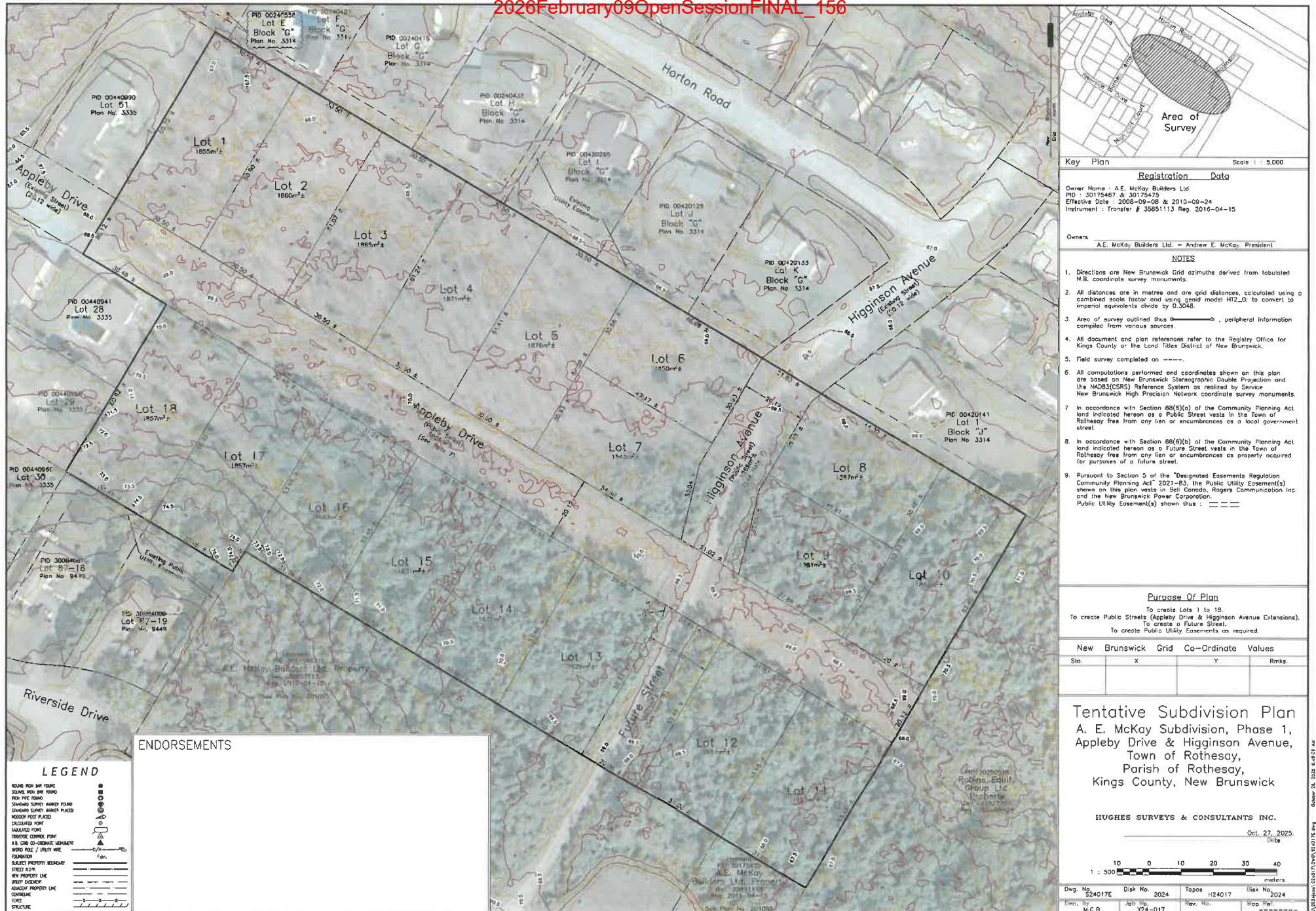


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Rothesay

DEVELOPMENT AGREEMENT

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

Parcel Identifiers
of Parcels Burdened
by Agreement: 30175467 (portion) and 30175475 (portion)

Owner of Land Parcels: A.E. McKay Builders Ltd.
380 Model Farm Road
Quispamsis, N.B.
E2G 1L8 (Hereinafter called the "Developer")

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

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

WHEREAS the Developer is the registered owner of certain lands located off Appleby Drive and Higginson Avenue PIDs 30175467 (portion) and 30175475 (portion) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer is now desirous of entering into a subdivision agreement to allow for an 18-lot residential subdivision and Higginson Avenue identified as **A.E. McKay Subdivision Phase 1** on the Lands as described in Schedule A.

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

1. The Developer agrees that the number of Lots situated on the Lands indicated on Schedule A shall not exceed eighteen (18) lots.
2. The Developer agrees to submit for approval by Rothesay, 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:
 - a) Plan of Subdivision prepared by a person registered to practice land surveying in the Province of New Brunswick;
 - b) 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
3. The Developer agrees that 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 Rothesay an Irrevocable Letter of Credit from a Canadian Chartered Financial Institution or other security acceptable to Rothesay:
 - a) Valued at 50% of the cost of construction to execute the work approved by the Director of Operations 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 Rothesay has accepted "final completion" of the work mentioned in this agreement, by resolution of Rothesay Council.

Schedules

- 4. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this Agreement:
 - a) Schedule A Legal Description of Parcels
 - b) Schedule B Proposed Plan of Subdivision

Subdivision

- 5. The Developer agrees that all Lots shall meet the requirements of the Single Family Residential – Standard Zone [R1B] as described in the Rothesay Zoning By-law No. 2-10.
- 6. Rothesay and Developer agree that the Development Officer may, at their discretion, consider a reduction in the total number of Lots and the resulting applicable and necessary changes to Schedule B as non-substantive and generally in conformance with this Agreement.
- 7. The Developer agrees, that 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 and Subdivision By-law, as may be amended from time to time.

Land for Public Purposes

- 8. The Town and Developer agree to defer the requirement for Land for Public Purposes (LPP) until such time that the Developer submits future phases for subdivision approval and the Town has determined the preferred location of LPP.
- 9. Furthermore, the Town and Developer agree that an amount no less than 3054.2 square meters being 10% of the area of the proposed 18 lots being subdivided; or, \$32,985.36 as cash in lieu LPP being 8% of the market value as calculated by by-law shall form a debit owing on the Lands.

Site Development

- 10. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with Schedule B.
- 11. The Developer agrees to not commence clearing of trees, excavation of topsoil or blasting activities in association with the construction of the subdivision until Rothesay has provided final approval of the subdivision design as determined by the Development Officer, in consultation with Rothesay's Director of Operations.
- 12. The Developer agrees that driveways for each developed Lot shall conform as follows:
 - a) All areas used for vehicular traffic, or the parking or storage of a vehicle shall be paved with asphalt, concrete, interlocking stone or

other environmentally safe and dust-free equivalent surface.

- b) Every developed Lot shall have one (1) permanent driveway lighting fixture that shall as follows:
 - i. provide illumination of the primary driveway entrance to the public street right of way;
 - ii. be supplied from the property's electrical system;
 - iii. automatically switch on if there is insufficient daylight;
 - iv. be located not closer than 1.5 meters to the paved driveway edge and not closer than 2 meters to the public street right of way boundary; and
 - v. be installed by the Developer and maintained by the successive lot owner(s) their successors and assigns, in a manner to ensure continuous operation during night time hours.

- 13. The Developer agrees that all proposed new public utility distribution infrastructure (including electricity, telecommunications, and internet lines) installed in and for the purpose of supplying service to the subdivision shall be installed underground.

Municipal Streets

- 14. The Developer shall carry out, subject to inspection and approval by Rothesay representatives, and pay for the entire actual cost of the following:
 - a) surveying and staking of lots and streets;
 - b) rough grading of streets to profiles approved by Rothesay;
 - c) fine grading of streets to profiles approved by Rothesay;
 - d) hard surfacing of the streets as shown on the plan to Rothesay specifications; sub-grade standards, compaction and finish as approved by Rothesay's Director of Operations, in writing, before final hard surfacing may be installed;
 - e) constructing the roads as shown on the plan and complete the connection to Appleby Drive and Higginson Avenue as shown on Schedule B;
 - f) the installation of sidewalk along one side of the street, approved by Rothesay;
 - g) the installation of curb and gutter, approved by Rothesay;
 - h) supply and maintenance of for a period of one (1) year the topsoil, sod, landscaping and the planting of street trees calculated as one tree for each 10 meters measured along the linear centre line of the public street right of way, planted in location(s) approved by Rothesay and where such trees are as follows:
 - i. Not smaller than six centimeters (6 cm) in diameter measured at a point being 2 meters above the root ball such trees species as approved by Rothesay.
 - i) engineering design and inspection of those works referred to in clauses b), c) d), e), f), g), and h) of this section.
- 15. The Developer agrees to provide, upon completion of Part (14), signed documentation and progress reports from a practicing Professional Engineer, licensed in New Brunswick ensuring that applicable codes and standards have been met and that the work was completed and utilizing

such materials as in accordance with the terms of this Agreement and approved specifications.

16. The Developer agrees to design and carry out any intersection improvements to the Appleby Drive / Burnett Terrace intersection that may be identified by the Director of Operations as bring required as a result of the proposed development.
17. The Developer agrees to provide as-built drawings that delineate all public infrastructure to be submitted to Rothesay in compliance with the minimum standards and requirements specified in Rothesay's Digital Data Submission Standards for Infrastructure and Construction Drawings.
18. Rothesay reserves the right to assign public street names, notwithstanding that the names may not correspond with those shown on Schedule B.
19. The Developer agrees that all items, materials, pipes, fittings, and other such infrastructure following acceptance of delivery on site by the Developer shall remain the full responsibility of the Developer against their accidental breakage or vandalism until the completed works are accepted by Rothesay.
20. The Developer agrees that it will not commence construction of any dwelling and no building permit will be issued by Rothesay for any such dwelling until such time as the street, which provides the normal access, to each dwelling, has been constructed to Rothesay standards as specified by Rothesay 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.
21. The Developer agrees to restore, in so doing assuming all costs, any and all disturbed areas of the public street and public street right of way to the satisfaction of Rothesay's Director of Operations following installation of the required municipal services.

Storm Water

22. The Developer shall carry out, subject to inspection and approval by Rothesay representatives, and pay for the entire actual costs of the installation of a storm water system including the following:
 - a. Construction, to Rothesay standards, of a storm water 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 Rothesay's Director of Operations, from the entire developed portion of the lands.
23. The Developer agrees the stormwater system will be designed to have no adverse impact on downstream lands or the downstream storm sewer system.
24. The Developer agrees to submit for approval by Rothesay, prior to commencing any work on the storm water system such plans, as required by Rothesay, that shall conform with the design schematics and construction standards of Rothesay, unless otherwise acceptable to Rothesay's Director of Operations.
25. The Developer agrees that all roof leaders, down spouts, and other storm water drains from all proposed dwelling shall not be directed or otherwise connected or discharged to Rothesay's storm water or sanitary collection system.
26. The Developer agrees that the storm water drainage from all dwellings shall not be discharged:

- a. directly onto the ground surface within one meter of a proposed dwelling;
 - b. within 1.5 m of an adjacent property boundary;
 - c. to a location where discharged water has the potential to adversely impact the stability of a side yard or rear yard slope or a portion of the property where there exists a risk of instability or slope failure; or
 - d. to a location or in such a manner that the discharge water causes or has the potential to cause nuisance, hazard or damage to adjacent dwellings or structures.
27. The Developer agrees to provide to Rothesay's Director of Operations written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with Rothesay specifications.

Water Supply

28. The Developer agrees to connect to Rothesay's existing water system via a connection point and routing to be determined by Rothesay's Director of Operations with and utilizing methods of connection approved by Rothesay.
29. Rothesay agrees to supply potable water for the purposes and for those purposes only for a maximum of eighteen (18) single family residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
30. The Developer agrees to pay Rothesay a connection fee for each residential unit to the Rothesay water system calculated in the manner set out by Water By-law 1-18 as amended from time to time, to be paid to Rothesay on issuance of each building permit.
31. The Developer agrees that Rothesay 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. Rothesay 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.
32. The Developer agrees that all connections to Rothesay water mains shall be approved and inspected by Rothesay's Director of Operations or such other person as is designated by Rothesay prior to backfilling and that the operation of water system valves is the sole responsibility of Rothesay.
33. The Developer agrees to comply with Rothesay's Water By-law and furthermore that a separate water meter shall be installed, at their expense, for each residential connection made to Rothesay's water system.
34. The Developer agrees that Rothesay may terminate the Developer's connection to Rothesay water system in the event that Rothesay determines that the Developer is drawing water for an unauthorized purpose or for any other use that Rothesay deems in its absolute discretion.
35. The Developer agrees to provide, prior to the occupation of any buildings or portions thereof, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection of service laterals and the connection to the existing Rothesay water system has been satisfactorily completed and constructed in accordance with Rothesay specifications.

Sanitary Sewer

36. The Developer agrees to connect to the existing sanitary sewer system at a point to be determined by Rothesay's Director of Operations and utilizing methods of connection approved by Rothesay's Director of Operations.

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

Local Government Service Easements

41. The Developer agrees to secure and grant to Rothesay, its successors and assigns, unencumbered easements crossing the Lands of the Developer and the Lands of PIDs 30175467 (portion) and 30175475 (portion), in the form customarily used by Rothesay, providing for the full, free and uninterrupted right, liberty, privilege and easement to install, construct, reconstruct, repair, clean, maintain, inspect and use as part of the municipal services of Rothesay and as appurtenant thereto, and for all times hereafter, including sewers, water system mains, storm water collection infrastructure and other municipal services of such kind, size, type and number as Rothesay may from time to time determine necessary.

Retaining Walls

42. The Developer agrees that dry-stacked segmental concrete (masonry block) gravity walls shall be the preferred method of retaining wall construction for the purpose of erosion control or slope stability on the Lands and furthermore that the use of metal wire basket cages filled with rock (gabions) is not an acceptable method of retaining wall construction.
43. The Developer agrees to obtain from Rothesay a Building Permit for any retaining wall, as required on the Lands, of 1.5 meters in height or greater and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

Indemnification

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

45. 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. McKay Builders Ltd.** 380 Model Farm Road, Quispamsis, N.B., E2G 1L8 and to Rothesay 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

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

Termination

47. Rothesay reserves the right and the Developer agrees that Rothesay has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not commenced on or before January 12, 2036 being a date 10 years (120 months) from the date of Council's decision to enter into this Agreement accordingly the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Rothesay Zoning By-law.
48. Notwithstanding Part 47, the Parties agree that development shall be deemed to have commenced if within a period of not less than three (3) months prior to January 12, 2036 the construction of the public street and municipal service infrastructure has begun and that such construction is deemed by the Development Officer in consultation with Rothesay's Director of Operations being continued through to completion as continuously and expeditiously as deemed reasonable.
49. The Developer agrees that should Rothesay terminate this Agreement Rothesay 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 Rothesay for the costs of completing the work mentioned in this agreement, the Developer shall promptly on receipt of an invoice pay to Rothesay the full amount owing as required to complete the work.

Security

50. The Developer expressly agrees and understands that notwithstanding any provision of Rothesay'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 Rothesay an Irrevocable Letter of Credit from a Canadian Chartered Financial Institution or other security acceptable to Rothesay; and
- a) Valued at 50% of the cost of construction to execute the work approved by the Director of Operations 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 Rothesay

has accepted "final completion" of the work mentioned in this agreement, by resolution of Rothsay Council.

Failure to Comply

51. The Developer agrees that after 60 days written notice by Rothsay regarding the failure of the Developer to observe or perform any covenant or condition of this Agreement, then in each such case:

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

Entire Agreement

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

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

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

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

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

Date: _____, 2026

Witness: A.E. McKay Builders Ltd.

Andrew McKay, Director

Witness: Rothsay:

Dr. Nancy E. Grant, Mayor

Mary Jane Banks, Clerk

DRAFT

SCHEDULE A

PIDs 30175467 (portion)and 30175475 (portion)

DRAFT

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Andrew McKay
A.E. McKay Builders Ltd.
380 Model Farm Road
Quispamsis, N.B. E2G 1L8

Office Held by Deponent: **Director**

Corporation: **A.E. McKay Builders Ltd.**

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2026.

I, **Andrew McKay**, 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 "**Andrew McKay**" 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 _____, 2026.

BEFORE ME:

Commissioner of Oaths

Andrew McKay

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: **Dr. Nancy E. Grant**

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

Office Held by Other Officer Who Executed the Instrument: **Mayor**

Place of Execution: **Rothesay, Province of New Brunswick.**

Date of Execution: _____, 2026.

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 **Dr. Nancy E. Grant**, the other officer specified above, as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
7. the signature "**Dr. Nancy E. Grant**" subscribed to the within instrument is the signature of Dr. Nancy E. Grant, who is the Mayor of Rothesay 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 Rothesay 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 Rothesay and was so affixed by order of the Council of the said Rothesay, 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 Rothesay of
Rothesay, in the County of Kings,)
and Province of New Brunswick,)
This ____ day of _____, 2026.)

BEFORE ME:)

Commissioner of Oaths)

MARY JANE E. BANKS

January 14, 2026
136 Horton Rd
Rothesay, NB
E2H 1P8

Dear Mayor Grant and Rothesay Town Councillors,

I am writing once again to urge you to listen to your residents and to uphold previous decisions made by the Planning Advisory Committee (PAC) and the New Brunswick Assessment and Planning Appeals Board. Both bodies carefully considered the concerns of residents living on Dunedin Road, Horton Road, and Appleby Drive and supported our efforts to maintain a safe environment for citizens over the demands of builders seeking to develop new subdivisions without a proper connector road.

These narrow, winding streets—some of which have no sidewalks—are not suitable for heavy construction traffic. Residents in these areas have appealed to committees and successive town councils numerous times over the past 25 years. While Dunedin, Horton, and Appleby Drive have not physically changed during that time, something has clearly shifted in the Town's evaluation of these roads from a safety and construction-traffic viability perspective. We have been told that our safety concerns may no longer be relevant.

How can this be possible when the construction of two Phase 1 developments, along with a potential third AE Mackay development on an unnamed road, would more than double the number of homes and vehicles on roads that are already substandard and do not meet today's design codes?

We understand the Town's desire to increase tax revenue, and we agree that development can and should occur—when it is done safely and in a way that reflects Rothesay's suburban lifestyle. However, none of the residents' safety concerns have been addressed. As a result, no Phase 1 Hillside Secondary Plan development should be permitted to begin before the connector road—clearly identified in the same plan—is constructed.

As our elected representatives, we ask that you listen to the concerns of your citizens before allowing development to proceed in the Phase 1 Hillside Secondary Plan areas. Allowing development without appropriate infrastructure in place will only increase the risk of tragic outcomes for pedestrians of all ages and for motorists. It is imperative that a solution other than funnelling increased traffic onto existing roads be implemented before any future development is approved.

Sincerely,

136 Horton Rd; Rothesay, NB

From: Mary Jane Banks
Sent: Tuesday, January 27, 2026 10:25 PM
To: Mark Reade; Liz Hazlett
Subject: Fw: Subdivision application - A.E McKay Subdivision Phase 1 Appleby Drive and Higginson Ave

Mary Jane Banks
Town Clerk

Sent from my Bell Samsung device over Canada's largest network.

From:
Sent: Tuesday, January 27, 2026 8:13:06 PM
To: Rothesay Info <rothesay@rothesay.ca>
Subject: Subdivision application - A.E McKay Subdivision Phase 1 Appleby Drive and Higginson Ave

Some people who received this message don't often get email from

[Learn why this is important](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good evening,

Please forward this email to Rothesay's Planning Advisory Committee (PAC) for their consideration in regards to the above Subdivision application.

Today is January 27, 2026, and I just received your letter dated and postmarked January 20, 2026, and I noticed the deadline is January 29th at noon. You may want to reconsider your notification process as this does not leave a lot of time to reply.

I understand the need to develop the area behind our homes but I would like to make you aware of some issues that you may never even think of while you are deliberating on granting approval to A.E. McKay.

I have lived in this area for 20 + years and have seen many development proposals for our neighborhood. However, one common thread in most of these developments not moving forward, was the need for a collector road along the highway to ease traffic and access to our neighborhoods.

Both Appleby and Dunedin have hairpin turns which cause safety issues. The winter snow storm this week highlights these issues. First of all, I would urge each member to drive these streets while another member drives down and meet at the turn at the same time. It is a harrowing experience, hoping that your car does not slide into the other.

Further, please look at the sidewalk on Dunedin that starts at Rothesay Road and ends at Horton Road. There is a reason that it does not have a normal sidewalk curb, but instead is sloped. It is so cars can drive up onto

the sidewalk to avoid an accident with another car. Is this safe, especially with the large increase of children who now live in our neighborhood and use these sidewalks on a daily basis along with other residents?

The main purpose of this email is to highlight three issues that have occurred since December 25, 2025 and one from a few years ago in the winter of the year we received all the snow.

On Christmas day of 2025, I needed Irving to come do emergency service on my furnace. If you remember, there was a small snowstorm that day and Irving's maintenance van could not make it up past the hairpin turn due to the slippery conditions. I had to drive down the hill and pick him up and then take him back down once he was finished. Further, there is a parking lot located across the road for neighborhood residents to park their car overnight when they cannot make it home.

January 12, and again yesterday and today, FERO could not traverse the hill to pick up recycling material left at curbside due to the slippery conditions. As a result, there is garbage all over the place.

Finally, the year with all the snow, an Irving Oil Oil Truck would not drive the hill on Horton to deliver fuel to my house as the street was too narrow as a result of the snow banks. We had to call the town and have a snowblower truck come and get rid of the banks.

I ask the PAC to consider the small things that make our neighborhood safe, including the need for a collector road to be built and operational, before further development is approved.

Respectfully,



ROTHESAY

2026February09OpenSessionFINAL_174

BUILDING PERMIT REPORT

2026-01-01 to 2026-01-31

Date	Building Permit No	Property Location	Nature of Construction	Value of Construction	Building Permit Fee
01/20/2026	BP2026-00002	13 FLORENCE DR	SOLAR	\$24,289.00	\$181.25
01/23/2026	BP2026-00004	19 KIRKPATRICK RD	FENCE	\$6,550.00	\$50.75
Totals:				\$30,839.00	\$232.00
Summary for 2026 to Date:				\$30,839.00	\$232.00

2025 Summary

	<u>Value of Construction</u>	<u>Building Permit Fee</u>
Monthly total:	\$100,502.13	\$732.25
Summary to Date:	\$100,502.13	\$732.25

ROTHESAY

Regular Council Meeting
Minutes

13 September 2021

ON THE QUESTION:

Treasurer MacDonald explained it is a refinancing of a project completed in 2000. The monies received at the time were subject to a 30 year amortization, but a 10 year term. This is a renewal for the final 10 years of an existing debenture. He confirmed it can be described as a routine refinancing.

CARRIED.

➤ Debt Application

MOVED by Deputy Mayor Alexander and seconded by Counc. Shea the Municipality of Rothesay submit to the Municipal Capital Borrowing Board an application for authorization to borrow money in an amount not to exceed \$800,000 for the following:

Purpose	Term	Amount
NAME OF FUND: Utility		
“Turnbull Court” Sewer project	30 YRS	\$800,000

ON THE QUESTION:

Treasurer MacDonald advised the item relates to Phase II of the Turnbull Court sewer project approved in the capital budget. Before the work can proceed, an application must be submitted to the Municipal Capital Borrowing Board.

CARRIED.

31 July 2021 Donation Summary

MOVED by Deputy Mayor Alexander and seconded by Counc. Shea the Donation Summary dated 31 July 2021 be received/filed.

ON THE QUESTION:

Deputy Mayor Alexander reported donations were approved in the amount of \$1,000 for the St. Joseph’s Hospital Foundation, and \$500 for the Brighten Group.

CARRIED.

Mayor Grant clarified a resolution of Council is not required for the St. Joseph’s Hospital Foundation or Brighten Group donations as these were approved under the authority of the Mayor.

7.4 17 August 2021 Draft Age Friendly Advisory Committee Meeting Minutes

MOVED by Counc. Boyle and seconded by Counc. McGuire the Draft Age Friendly Advisory Committee Meeting Minutes dated 17 August 2021 be received/filed.

CARRIED.

7.5 17 August 2021 Draft Parks and Recreation Committee Meeting Minutes

MOVED by Counc. McGuire and seconded by Counc. Lewis the Draft Parks and Recreation Committee Meeting Minutes dated 17 August 2021 be received/filed.

CARRIED.

➤ Rothesay Arena

MOVED by Counc. McGuire and seconded by Counc. Lewis a public open house/presentation be scheduled to show appropriate financials and plans on a renovated arena vs. new arena in order to allow the public and stakeholders to provide meaningful and direct input on how they would like the Town to proceed regarding the arena.

ROTHESAY

Regular Council Meeting
Minutes

-8-

13 September 2021

ON THE QUESTION:

Counc. Mackay French suggested it would be prudent to table an open house or any public discussion about the arena until Council has set priorities for the term, the effects of Local Government reform (Green Paper) are determined and Council has held a special session of Council to discuss the matter.

MOVED by Counc. Mackay French and seconded by Counc. Shea a public open house/presentation and any public discussion on the arena be tabled until Council:

- 1) has held its priority-setting session;
- 2) learns of the final Green Paper (Local Government reform) impact on our community and
- 3) has held a special session to discuss this important matter.

NAY votes recorded from Deputy Mayor Alexander and Counc. McGuire.

CARRIED.

7.6 18 August 2021 Draft Works and Utilities Committee Meeting Minutes

MOVED by Deputy Mayor Alexander and seconded by Counc. McGuire the Draft Works and Utilities Committee Meeting Minutes dated 18 August 2021 be received/filed.

ON THE QUESTION:

Deputy Mayor Alexander summarized the minutes. Counc. McGuire suggested the “Welcome to Rothesay” sign does not need to be located inside the “Clear Recovery Zone (CRV)” as this will create an easier process for approval.

CARRIED.

Deputy Mayor Alexander declared a conflict of interest and left the meeting.

7.7 7 September 2021 Draft Planning Advisory Committee Meeting Minutes

MOVED by Counc. Shea and seconded by Counc. Mackay French the Draft Planning Advisory Committee Meeting Minutes dated 7 September 2021 be received/filed.

CARRIED.

- Chapel Road PID 30206882
See Item 8.3

Deputy Mayor Alexander returned to the meeting.

7.8 August 2021 Monthly Building Permit Report

MOVED by Counc. Lewis and seconded by Counc. Mackay French the August 2021 Monthly Building Permit Report be received/filed.

CARRIED.

7.9 7 September 2021 Capital Projects Summary

MOVED by Counc. Boyle and seconded by Counc. Lewis the Capital Projects Summary dated 7 September 2021 be received/filed.

ON THE QUESTION:

Deputy Mayor Alexander relayed a question from residents asking when Summer Haven Crescent will be repaved. Town Manager Jarvie advised work is expected to be done by the end of the week or early next week. He acknowledged the patience of residents in the area.

CARRIED.



ROTHESAY

MEMORANDUM



TO	:	Rothesay Mayor and Council
FROM	:	Town Clerk Mary Jane Banks
DATE	:	4 February 2026
RE	:	Draft By-law 2-10-43

RECOMMENDATIONS:

- Council give 1st Reading, by Title, to By-law 2-10-43
- Council give 2nd Reading, by Title, to By-law 2-10-43

BACKGROUND:

The Planning Advisory Committee reviewed this matter at its regular meeting on Monday, January 5, 2026 and its recommendation is attached.

Council held a public hearing on Monday, January 19, 2026 to give consideration to the application.

Should Council approve the recommendations identified above, By-law 2-10-43 will be on the March Council agenda for enactment, along with a recommendation to enter into the development agreement.

Attachments:

7 January 2026	Recommendation from Planning Advisory Committee
DRAFT	By-law 2-10-43
DRAFT	Development Agreement (for information)



2026 February 09 Open Session FINAL_178

ROTHESAY

MEMORANDUM



TO : Mayor Grant and Council
FROM : Planning Advisory Committee
DATE : 7 January 2026
RE : 15-17 Chapel Road (Holland Hills)
PIDs 00065094 & 00056614

Background:

The Planning Advisory Committee passed the following motions at its regular meeting of Monday, January 5, 2026

MOVED by Counc. Lewis and seconded by Counc. Shea the Planning Advisory Committee hereby recommends that Council enact By-law 2-10-43 to rezone land located off Chapel Road (PIDs 00065094 & 00056614) from Single Family Residential – Standard [R1B] to Multi-Unit Residential (R4) to allow for the development of two, 48-unit apartment buildings subject to the execution of a Development Agreement in accordance with the Community Planning Act.

CARRIED.

MOVED by Counc. Lewis and seconded by M. Graham the Planning Advisory Committee hereby recommends that Council authorize the Mayor and Clerk to enter into an agreement, to allow for the development of two, 48-unit apartment buildings on land located off Chapel Road (PIDs 00065094 & 00056614).

CARRIED.



**BY-LAW 2-10-43
A BY-LAW TO AMEND THE ZONING BY-LAW
(No.2-10 Rothesay)**

The Council of the town of Rothesay, under authority vested in it by the Community Planning Act, SNB 2017, c.19, and amendments thereto, hereby amends By-Law 2-10 "Rothesay Zoning By-Law" and enacts as follows:

That Schedule A, entitled "Zoning" as attached to By-Law 2-10 "ROTHESAY ZONING BY-LAW" is hereby amended, as identified on the attached sketch identified as "Attachment A – Bylaw 2-10-43".

The purpose of the amendment is to rezone land located at 15-17 Chapel Road (PIDs 00065094 and 00056614) from Single Family Residential – Standard (R1B) to Multi-Unit Residential (R4) to permit the construction of two multiple-unit dwellings.

FIRST READING BY TITLE :

SECOND READING BY TITLE :

READ IN ENTIRETY :

THIRD READING BY TITLE
AND ENACTED :

MAYOR

CLERK

2026February09OpenSessionFINAL_180
Attachment A - Bylaw 2-10-43
PIDs 00056614 & 00065094



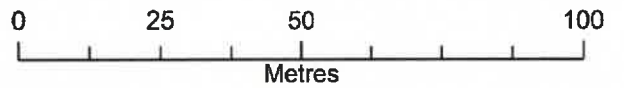
2025-12-22, 10:55:16 AM

1:1,250

 Subject Properties

Buildings

 Residential



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

Rothesay

DEVELOPMENT AGREEMENT

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

Parcel Identifier of Parcels Burdened by Agreement: 00065094 and 00056614

Owner of Land Parcels: **Holland Hills Developments Ltd.**
18 Kildare Court
Rothesay, New Brunswick
E2H 1C4 (Hereinafter called the "Developer")

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

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

WHEREAS the Developer is the registered owner of certain land located off Chapel Road (PIDs 00065094 and 00056614) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

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

AND WHEREAS Rothesay Council did, on **INSERT DATE** authorize the Mayor and Clerk to enter into a Development Agreement with Holland Hills Developments Ltd. to develop a residential apartment complex on the Lands.

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

- 1. The Developer agrees that the total number of residential units situated on the Lands shall not exceed two buildings each with a maximum of forty-eight (48) residential apartment units.

Schedules

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

Site Development

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

opinion of the Development Officer, is generally in conformance with Schedules B, C, D and E subject to the following modifications to the proposed parking area:

- a. Elimination of the eight (8) parking spaces that are within the 7.5 metre required front yard of the site along Chapel Road.
- b. Provision of a pedestrian walkway through the landscaped island in the centre of the parking area to the satisfaction of the Development Officer.
- c. Enhanced landscaping in the landscaped island between the two parking areas and along the eastern and western sides of the parking area to the satisfaction of the Development Officer.

Tenant Selection

5. The Town and the Developer agree that prior to Final Occupancy the parties SHALL enter into a Memorandum of Understanding regarding the selection of tenants for the affordable housing and Universal Design Barrier-Free Apartments units that reflects a mutual commitment to housing low-income people and persons with disabilities.

Affordable Housing

6. The Developer agrees to maintain for a period of twenty (20) years, adjusted by the Consumer Price Index based upon initial occupancy at the first day of building occupancy, no fewer than nine (9) '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 Statistics Canada data, being \$53,376, in Rothesay.
7. 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.
8. The Developer agrees to provide to Rothesay an annual audit or legal affidavit signed by a licensed member in good standing of the Chartered Professional Accountants of New Brunswick that provides reasonable assurance that the rents of the affordable units comply with this agreement.
9. The Developer agrees to bear all costs associated with the annual audit or legal affidavit referenced in the preceding paragraph (8) above and to fully cooperate with Rothesay relating to such audit monitoring and evaluation.
10. The Developer agrees that during the full Term of this Agreement, that any failure by the Developer to maintain the affordability provisions as set out in the preceding paragraphs above (6 to 8) or any other violation of any material term of the affordability principles shall constitute a default under this Agreement.
11. The Developer agrees that upon any such default, Rothesay may demand and the Developer agrees to pay to Rothesay an amount equal to twice the difference of the actual rent received and the maximum amount of rent permitted under clause 7. The Developer agrees to pay interest on any balance in arrears at the rate of 1.25% percent per month compounded monthly.
12. Rothesay and the Developer agree to defer monitoring of the affordable housing aspects of this Agreement should the development become subject to or be monitored under a Federal or Provincial recognized affordable housing program that provides governance, regulation and

monitoring. Where no such program is in effect, this agreement shall prevail.

13. Rothesay and the Developer agree that nothing contained in this agreement shall make or be construed to make any tenant or resident of the Project the responsibility of Rothesay.

Architectural Guidelines

14. The Developer agrees that an objective of this development is to provide a high quality and visually attractive development, which exhibits an architectural design that reinforces the community character and that is generally consistent with the existing styles of housing in Rothesay. The Developer agrees to ensure the following:
- The architectural design of the building shall be, in the opinion of the Development Officer, generally in conformance with Schedule C.
 - Additional architectural prominence is to be incorporated for the pedestrian entries on the facades facing Chapel Road to the satisfaction of the Development Officer.
 - All exterior mounted ventilation and related mechanical equipment, including roof mechanical units, shall be concealed by screening in a manner to reduce clutter and negative impacts on the architectural character of the building.

Storm Water

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

General Servicing

19. The Developer agrees to provide signed documentation and progress reports from a practicing Professional Engineer, licensed in New Brunswick ensuring that applicable codes and standards have been met and that the work was completed and utilizing such materials as in accordance with the terms of this Agreement and approved specifications.
20. The Developer agrees to provide as-built drawings that delineate all public

infrastructure to be submitted to Rothesay in compliance with the minimum standards and requirements specified in Rothesay's Digital Data Submission Standards for Infrastructure and Construction Drawings.

21. The Developer agrees that all items, materials, pipes, fittings, and other such infrastructure following acceptance of delivery on site by the Developer shall remain the full responsibility of the Developer against their accidental breakage or vandalism until Rothesay accepts the completed works.
22. The Developer agrees to restore all disturbed or damaged areas of the public street and right of way to the satisfaction of Rothesay's Engineer following installation of the required municipal services.

Intersection Improvements – Cost Contribution

23. The Developer agrees to pay to Rothesay upon receipt of an invoice an amount not exceeding twenty percent (20%) of the actual cost incurred and expended by Rothesay for traffic signalization including, curbing, sidewalks, road widening, traffic lights, poles, controllers, accessories, electrical equipment, and appurtenances necessary for their installation and initial operation, installed at the intersection of Marr Road and Chapel Road. This is in addition to any payment required for the development at 13 Chapel Road (PID 00056598).
24. Rothesay and the Developer agree that the capital cost contribution obligation shall expire in ten (10) years from the date of the execution of this agreement should Rothesay not proceed with the traffic signalization at the intersection of Marr Road and Chapel Road.
25. The Town and Developer agree that the design and construction of the intersection and related improvements shall be solely determined by the Town.

Water Supply

26. The Developer agrees to connect to the Town's nearest and existing water system at a point to be determined by the Director of Operations and utilizing methods of connection approved by the Director of Operations.
27. The Town agrees to supply potable water for the purposes and for those purposes only for a maximum of ninety-six (96) residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
28. The Developer agrees to pay the Town a fee for connection of the building to the Town water system including sprinkler feed to the Town water system calculated in the manner set out in By-law 1-18, Rothesay Water By-law as amended from time to time, to be paid to the Town twelve (12) months following the issuance of the building permit.
29. The Developer agrees that the Town does not guarantee and nothing in this Agreement shall be deemed a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. The Town shall not be liable to the Developer or to any person, firm or corporation for any damage or injury caused by the interruption of the supply of water, the lack of uniform pressure thereof or the quality of water.
30. The Developer agrees that all connections to the Town water mains shall be approved and inspected by the Director of Operations or such other person as is designated by the Town prior to backfilling and that the operation of water system valves is the sole responsibility of the Town.
31. The Developer agrees to comply with the Town's Water By-law and furthermore that a separate water meter shall be installed, at their expense,

for each residential connection made to the Town's water system.

32. The Developer agrees that the Town may terminate the Developer's connection to the Town water system in the event that the Town determines that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion or if an invoice for water service is more than 90 days in arrears.
33. The Developer agrees to provide, prior to the occupation of the building, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection to the Town water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Sanitary Sewer

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

Retaining Walls

39. The Developer agrees that dry-stacked segmental concrete (masonry block) gravity walls shall be the preferred method of retaining wall construction for the purpose of erosion control or slope stability on the Lands and furthermore that the use of metal wire basket cages filled with rock (gabions) is not an acceptable method of retaining wall construction.
40. The Developer agrees to obtain from the Town a Building Permit for any retaining wall, as required on the Lands, in excess of 1.2 meters in height and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

Indemnification

41. The Developer does hereby indemnify and save harmless the Town from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with the Town prior to the commencement of any work hereunder a certificate of insurance naming the Town as co-insured evidencing a policy of comprehensive general liability coverage on "an occurrence basis" and containing a cross-liability clause which policy has a limit of not less than Two Million Dollars (\$2,000,000.⁰⁰) including a project wrap-up liability policy (with no less than 24 months coverage after project completion). The aforesaid certificate must provide that the coverage shall stay in force and not be amended, canceled or allowed to lapse within thirty (30) days prior to notice in writing

being given to the Town. The aforesaid insurance coverage must remain in full force and effect during the period available to the Developer pursuant to this agreement to complete the work set out as described in this Agreement.

Notice

42. 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 **Holland Hills Developments Ltd.**, 18 Kildare Court, Rothesay, New Brunswick, E2H 1C4 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

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

Termination

44. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not been completed on, or before **INSERT DATE** being a date 5 years (60 months) from the date of Council's decision to enter into this Agreement. Accordingly, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform to the provisions of the Rothesay Zoning By-law.
45. Notwithstanding the preceding paragraph (44) above, the Parties agree that the development shall be deemed to have commenced if within a period of not less than three (3) months prior to **INSERT DATE** the construction of the municipal service infrastructure has begun and that such construction is deemed by the Development Officer in consultation with the Director of Operations as being continued through to completion as continuously and expeditiously as deemed reasonable.
46. The Developer agrees that should the Town terminate this Agreement the Town may call the Letter of Credit described herein and apply the proceeds to the cost of completing the work or portions thereof as outlined in this Agreement. If there are amounts remaining after the completion of the work in accordance with this Agreement, the remainder of the proceeds shall be returned to the Institution issuing the Letter of Credit. If the proceeds of the Letter of Credit are insufficient to compensate the Town for the costs of completing the work mentioned in this Agreement, the Developer shall promptly on receipt of an invoice pay to the Town the full amount owing as required to complete the work.

Security & Occupancy

47. The Town and Developer agree that Final Occupancy of the proposed building(s), as required in the Building By-law, shall not occur until all conditions above have been met to the satisfaction of the Development Officer and an Occupancy Permit has been issued.
48. Notwithstanding Schedule D and E of this Agreement, the Town agrees that the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of one hundred twenty percent (120%) of the estimated cost to complete the required storm water management and landscaping. The security deposit shall comply with the following conditions:

- a. security in the form of an automatically renewing, irrevocable letter of credit issued by a chartered bank dispensed to and in favour of Rothsay;
- b. Rothsay may use the security to complete the work as set out in Schedule D and E of this Agreement including landscaping or storm water works not completed within a period not exceeding six (6) months from the date of issuance of the Occupancy Permit;
- c. all costs exceeding the security necessary to complete the work as set out in Schedule D and E this Agreement shall be reimbursed to Rothsay; and
- d. any unused portion of the security shall be returned to the Developer upon certification that the work has been completed and acceptable to the Development Officer.

Failure to Comply

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

Entire Agreement

50. 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

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

Reasonableness

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

This Agreement shall be binding upon and endure to the benefit of the Parties

hereto and their respective heirs, administrators, successors and assigns.

IN WITNESS WHEREOF, each of the parties set out below has caused this Agreement, made in duplicate, to be duly executed by its respective, duly authorized officer(s) as of _____, 2026.

Holland Hills Developments Ltd.

Witness:

Andrew C. Baskin, Director

Rothesay

Witness:

Nancy E. Grant, Mayor

Witness:

Mary Jane E. Banks, Clerk

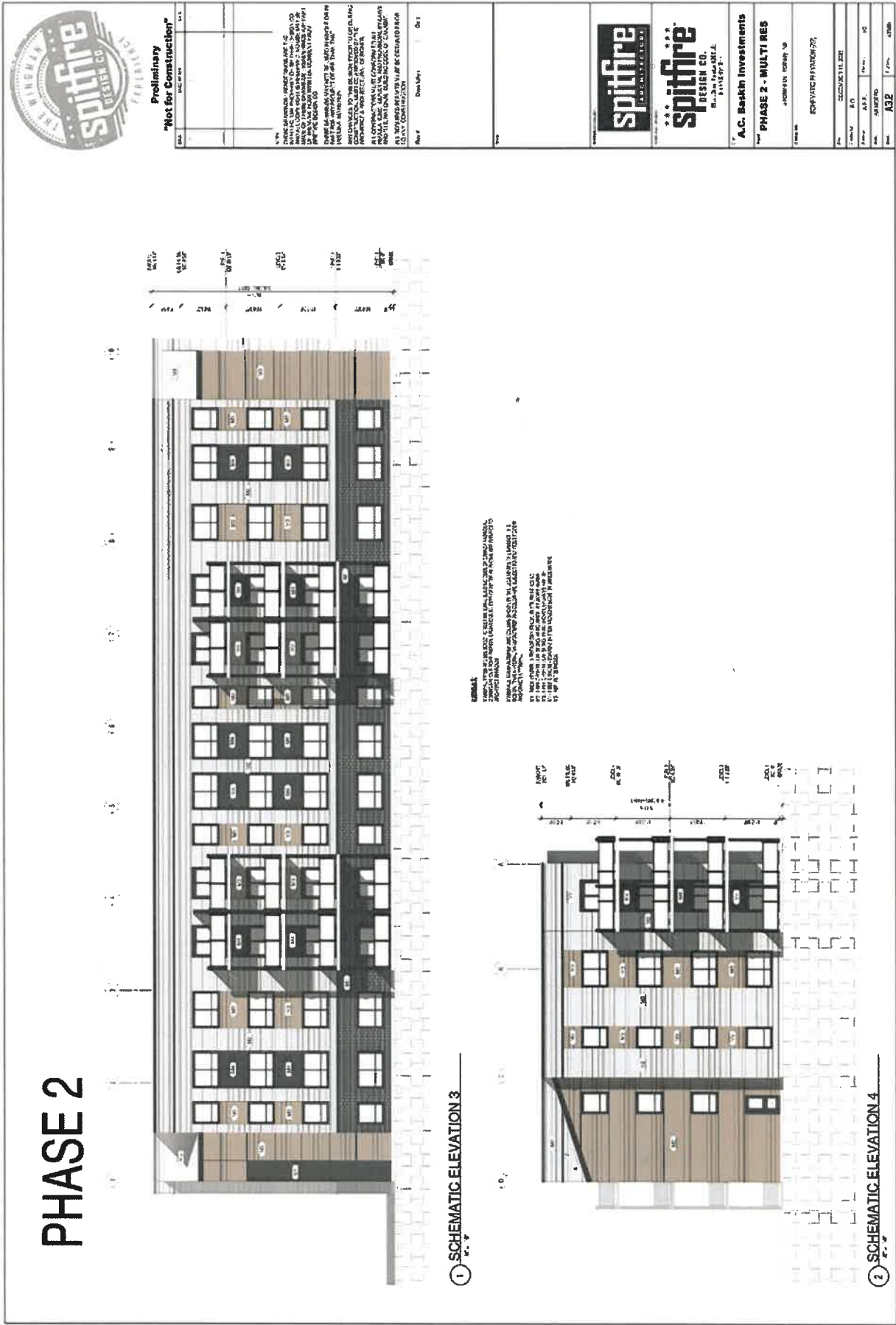
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SCHEDULE A – LEGAL DESCRIPTION OF PARCELS

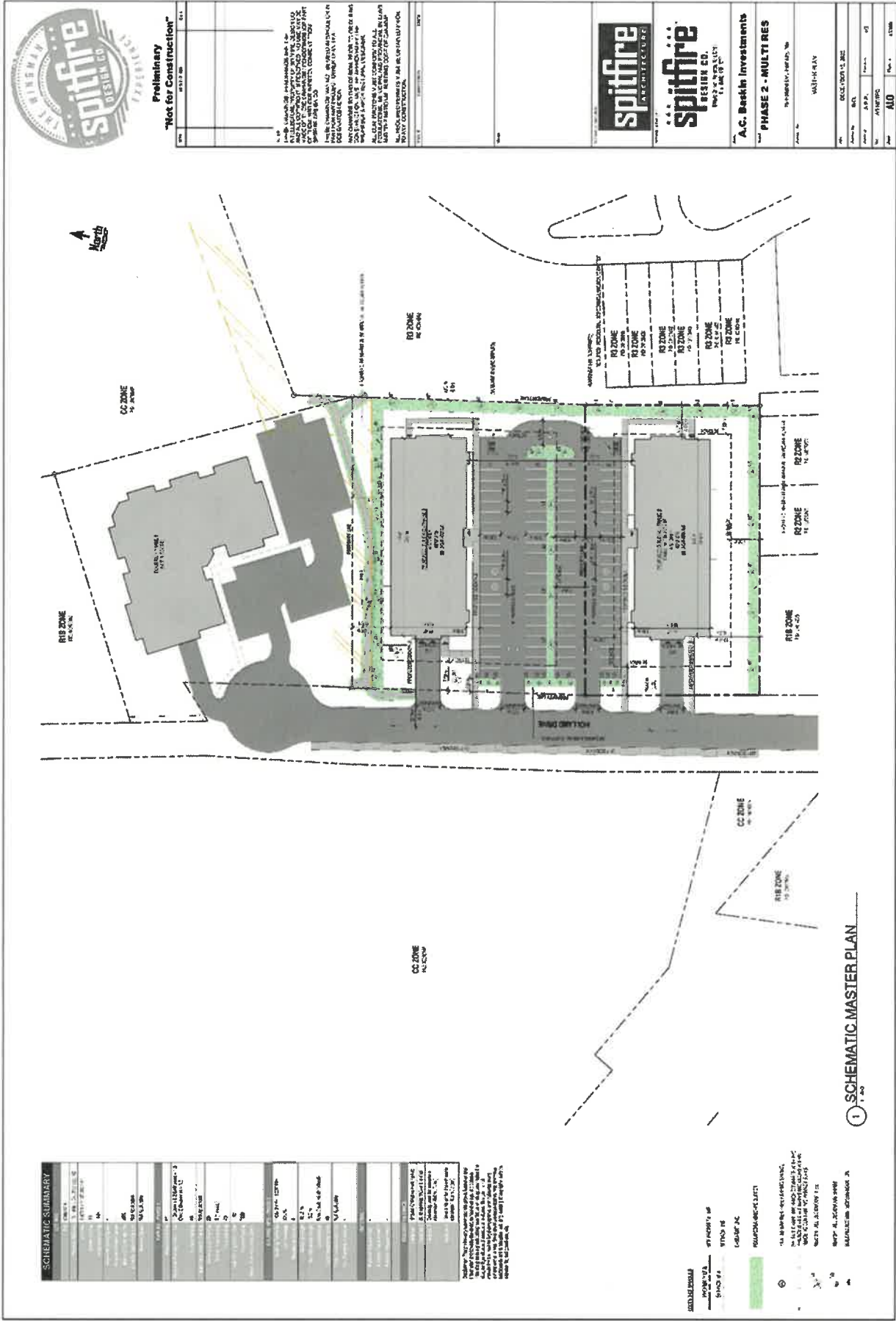
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SCHEDULE D – LANDSCAPE PLAN



SCHEDULE E – STORMWATER MANAGEMENT PLAN

To be Finalized

DRAFT

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Andrew C. Baskin
18 Kildare Court
Rothesay, New Brunswick
E2H 1C4

Office Held by Deponent: Director

Corporation: Holland Hills Developments Ltd.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2026

I, **ANDREW C. BASKIN**, 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 "**Andrew Baskin**" 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 _____, 2026

BEFORE ME:

Commissioner of Oaths

Andrew C. Baskin

Form 45
AFFIDAVIT OF CORPORATE EXECUTION
Land Titles Act, S.N.B. 1981, c.L-1.1, s.55

Deponent: **MARY JANE E. BANKS**
Rothesay
70 Hampton Road
Rothesay, N.B.
E2E 5L5

Office Held by Deponent: Clerk

Corporation: **Rothesay**

Other Officer Who Executed the Instrument: **NANCY E. GRANT**
Rothesay
70 Hampton Road
Rothesay, N.B.
E2E 5L5

Office Held by Other Officer Who Executed the Instrument: Mayor

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2026

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

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

DECLARED TO at town of
Rothesay, in the County of Kings,)
and Province of New Brunswick,)
This ____ day of _____, 2026)

BEFORE ME:)

Commissioner of Oaths)

MARY JANE E. BANKS



70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
February 9, 2026

TO: Mayor Grant and Members of Rothesay Council

SUBMITTED BY:

Brett McLean, CAO

DATE: February 9, 2026

SUBJECT: Prime Consultant Services and Project Management for the Rothesay
Intergenerational Community Complex (RICC): T-2025-05

RECOMMENDATION

It is recommended that Rothesay Mayor and Council accept the proposal submitted by Stantec, in the amount of \$3,242,461.33 tax included, to provide consultant services and project management for contract *T-2025-05: Rothesay Intergenerational Community Complex(RICC)* and further that the Mayor and Town Clerk be authorized to execute the appropriate documentation in that regard.

DISCUSSION

On November 21, 2025, with a comprehensive and detailed scope of work document, a proposal for consulting engineering services was requested from the engineering consulting community at large by way of a proposal call on the New Brunswick Opportunities Network (NBON) online service.

In response to this proposal call, nine (9) compliant submissions were received from consulting engineering firms on January 23, 2026. Proposals were received from the following firms:

Stantec	Moncton, NB
EXP	Saint John, NB
Dillon Consulting Limited	Saint John, NB
FAAS	Calgary, AB
Murdock and Boyd	Saint John, N.B.
ACRE/MJMA	Saint John, N.B.
Coles	Charlottetown, PE
ACI	Edmonton, AB
Lat 49	St. John's NFLD

The proposals were submitted in sealed envelopes with the Technical and Financial proposals being submitted under separate cover. A review Committee consisting of the following staff completed an independent analysis of each Technical Proposal:

Brett McLean,	CAO
Tim Colwell,	Director of Operations
Charles Jensen,	Director of Recreation and Parks
Keri Flood,	RICC Campaign Coordinator
Ryan Kincade,	Facilities Manager

After the technical proposal analysis, the committee jointly discussed the information presented and opened the sealed envelopes containing the Financial Proposals for each submission. The price contained in each proposal was evaluated and combined with the results from the technical proposal analysis.

The purpose of this process was to determine the best overall proposal for recommendation to Mayor and Council for award. The process determined the proposal submitted by Stantec to be the best overall submission.

FINANCIAL IMPLICATIONS

The 2026 general fund capital program includes a project to create the Rothesay Intergenerational Community Complex (RICC), which includes three components, renovation of the existing Rothesay Arena, construction of a new rink and walking track, and a community centre connecting the two facilities. The total cost of the RICC is estimated to be \$36,000,000.

The 2026 operating budget includes an amount of \$2,820,000 related to RICC capital expenditures. A further \$2,000,000 has been approved in principle to be funded from the 2027 operating budget.

Council has previously set aside \$3,200,000 as part of the Canada Community Building Fund (CCBF) reserve for renovation of the existing arena.

An additional \$5,500,000 in borrowing has been tentatively approved by the Municipal Capital Borrowing Board (MCBB) for the renovation component of the project. The Federal Government has approved \$7,000,000 under the Green and Inclusive Community Buildings (GCIB) program related to the renovation component of the project, subject to completion of the funding agreement.

The Provincial Government has approved a grant, subject to obtaining the remaining financing, in the amount of \$6,000,000 related to the rink and walking track construction.

A community fundraising campaign is underway with a goal of \$3,000,000 and staff are exploring the provision of an extra \$5,000,000 in federal funding for the construction and connector portions of the project.

The costs associated with the design and construction management of the project will be \$2,940,433.11 including the Town's eligible HST rebate. These costs are to be incurred over the three year timeframe of the project. This amount represents approximately 8.2% of the overall estimated project cost.

	Including HST	HST rebate	Subtotal	Overall Budget Item	Percentage of Overall Budget
Design and construction management fees	3,242,461.33	302,028.22	2,940,433.11	36,000,000.00	8.2
Construction					
Total	3,242,461.33	302,028.22	2,940,433.11	36,000,000.00	8.2

Report Prepared by: Charles Jensen, Director of Recreation and Parks

Report Reviewed by: Doug MacDonald, Treasurer

A copy of this report can be obtained by contacting the Rothesay Town Clerk, 70 Hampton Road, Rothesay, NB E2E 5L5 (506-848-6664).



ROTHESAY

MEMORANDUM



TO	:	Rothesay Mayor and Council
FROM	:	Town Clerk Mary Jane Banks
DATE	:	3 February 2026
RE	:	Draft By-law 4-10-01

RECOMMENDATION:

- Council give 1st Reading, by Title, to By-law 4-10-01
- Council give 2nd Reading, by Title, to By-law 4-10-01

BACKGROUND:

The Planning Advisory Committee passed the following motion at its regular meeting on Monday, February 2, 2026:

MOVED by Counc. Shea and seconded by C. Lang the Planning Advisory Committee recommend Council enact By-law 4-10-01, "A By-law to Amend the Subdivision By-law", as amended

CARRIED.

A revised draft of By-law 4-10-01 was presented to the Planning Advisory Committee that included Sections 2, 3, and 4 to provide further clarity for developers and satisfy some administrative guidelines.



BY-LAW 4-10-01
A BY-LAW TO AMEND THE SUBDIVISION BY-LAW
(No. 4-10 Rothesay)

The Council of the town of Rothesay, under authority vested in it by the Community Planning Act, SNB 2017, c.19, and amendments thereto, hereby amends By-Law 4-10 "Rothesay Subdivision By-Law" and enacts as follows:

- 1) That Section 10 OVERHEAD UTILITIES is hereby deleted and replaced with the following:

10. OVERHEAD UTILITIES

- 1) Overhead public utility wiring is not acceptable in Rothesay, all new subdivisions shall install an underground public utility system (electricity, telephone, and other communication systems) in accordance with the following requirements:
 - a) The developer shall submit a plan for the installation of underground utilities to Rothesay for review and approval prior to construction.
 - b) The underground public utility system shall be installed in accordance with the regulating company's standards and specifications.
 - c) The developer shall be responsible for all costs associated with the installation of the underground public utility system, including but not limited to, the cost of trenching, duct or conduit, wire, transformers, and other equipment.
- 2) Notwithstanding the enactment of this amending By-law:
 - a) Conditions imposed pursuant to the Act on a Subdivision prior to the coming into force of this amending By-Law remain in force for any land associated with such conditions; and
 - b) Nothing in this amending By-law prohibits a Subdivision which has been granted Tentative Subdivision Approval by the Development Officer prior to the coming into force of this By-Law, but any time limits or conditions established by such approval continue to operate.
- 3) Council hereby authorizes the consolidation of By-law 4-10 and By-law 4-10-01.

4) This By-law comes into effect on March 31, 2026.

The purpose of the amendment is to clarify Rothsay's requirement for electrical and communications servicing in new subdivision developments.

FIRST READING BY TITLE :

SECOND READING BY TITLE :

READ IN ENTIRETY :

THIRD READING BY TITLE
AND ENACTED :

MAYOR

CLERK



ROTHESAY

MEMORANDUM



TO	:	Mayor and Council
FROM	:	Doug MacDonald, Treasurer
DATE	:	February 4, 2026
RE	:	MCBB Application

Recommendation:**RESOLUTION FOR APPLICATION TO MCBB**

Be it resolved that the Municipality of ROTHESAY submit to the Municipal Capital Borrowing Board an application for authorization to borrow money in an amount not to exceed \$2,400,000 for the following:

Purpose	Term	Amount
NAME OF FUND: Transportation		
Wiljac Infrastructure Upgrade		
Street surface/Street base	15 YRS	\$ 925,000
Storm drainage	15 YRS	800,000
Curb and sidewalk	10 YRS	675,000

RESOLUTION FOR APPLICATION TO MCBB

Be it resolved that the Municipality of ROTHESAY submit to the Municipal Capital Borrowing Board an application for authorization to borrow money in an amount not to exceed \$800,000 for the following:


Purpose	Term	Amount
NAME OF FUND: Utility		
Wiljac Infrastructure Upgrade		
Water and sewer lines	30YRS	\$800,000



70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
February 9, 2026

TO: Mayor Grant and Members of Rothesay Council

SUBMITTED BY: 
Brett McLean, P. Eng., CAO

DATE: February 4, 2026

SUBJECT: Engineering Design and Construction Management Services
T-2026-001 Asphalt Resurfacing 2026 Project

RECOMMENDATION

It is recommended that the proposal submitted by EXP Services Inc. in the amount of \$279,789 inclusive of HST for design and construction management services for T-2026-001, Asphalt Resurfacing 2026, be accepted, and further that the Mayor and Town Clerk be authorized to execute the appropriate documentation in that regard.

ORIGIN

The 2026 General Fund Capital Budget includes funding for the engagement of an engineering consultant to design and manage construction for the Asphalt Resurfacing 2026 project.

BACKGROUND

The 2026 candidate streets for asphalt resurfacing are as follows:

- Florence Drive - Pulverize, add 6 inches of crushed rock and pave.
- Raymond Road - Pulverize, add 6 inches of crushed rock and pave.
- Renforth Wharf Boat Ramp – Street Reconstruction (asphalt section only).
- James Renforth Drive (Boat Ramp to Rothesay Road) – Asphalt Resurfacing
- Weeden Avenue – Asphalt resurfacing
- Grove Ave (Hampton Road to Highland Avenue)- Asphalt resurfacing

- Campbell Drive (Route 111 to Marr Road)– Asphalt resurfacing.
- Appleby Drive – Concrete curb both sides, sidewalk one side, asphalt resurfacing, drainage improvements.
- High Cliff Court – Asphalt resurfacing
- Burpee Avenue – Asphalt Resurfacing
- Hillsview Crescent – Watermain renewal and asphalt resurfacing

The scope of work on Campbell Drive will be funded 75% by the Government of New Brunswick's Provincial-Municipal Highway Program (PMHP). The work on Appleby Drive, High Cliff Court, James Renforth Drive, and Burpee Avenue will be funded by the Canada Community-Building Fund (CCBF), formerly called the Gas Tax fund. The work on Florence Drive and Raymond Road will be funded by the New Brunswick Capital Renewal Fund.

DISCUSSION

A comprehensive Request for Proposal (RFP) call outlining the streets and required scope of engineering services was drafted by Town staff and posted on the New Brunswick Opportunities Network (NBON) on December 19, 2025.

In response to the RFP call, six (6) compliant submissions were received from consulting engineering firms on January 29, 2026. Proposals were submitted by the following firms:

- EXP Services,
- Dillon Consulting Ltd,
- CBCL Limited,
- Englobe,
- Brunswick Engineering, and
- Engineering by Houghton.

The proposals were submitted in sealed envelopes with the Technical and Financial Proposals being submitted under separate cover. The financial proposals were locked in a safe until the review of technical proposals was completed.

The Technical Review Committee, consisting of Director of Operations Tim Colwell and CAO Brett McLean, reviewed and ranked the Technical Proposals based on technical merit. Once this was complete, the Financial Proposals were retrieved from the safe and ranked based on lowest to highest price.

The scores from the Technical and Financial Proposals were added together with the result being a highest ranked proposal for recommendation for award. The proposal from EXP Services ranked highest overall. The submission from EXP Services met the requirements of the proposal call, in a manner acceptable to the committee, with reasonable cost for the project.

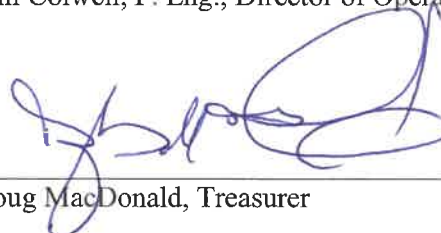
FINANCIAL IMPLICATIONS

The total budget for the 2026 Asphalt Resurfacing budget is \$2,382,297.21, excluding HST.

Assuming an award by Council, an analysis has been completed for the fee schedule submitted by the consultant and the costs are shown in the table below:

Item	Price (Excl. HST)	Price (incl. 15% HST)	Cost to Town incl. rebated HST (4.288%)
Design and Construction Management Fees	\$243,295	\$279,789	\$253,727
Total Budget amount for 2026 Asphalt Resurfacing	\$2,382,297	\$2,739,641	\$2,484,450
Percentage of total budget	10.2%		

Report Prepared by: 
Tim Colwell, P. Eng., Director of Operations

Report Reviewed by: 
Doug MacDonald, Treasurer

A copy of this report can be obtained by contacting the Rothesay Town Clerk, 70 Hampton Road, Rothesay, NB E2E 5L5 (506-848-6664).



70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
February 9, 2026

TO: Mayor Grant and Members of Rothesay Council

SUBMITTED BY:


Brett McLean, P. Eng., CAO

DATE: February 4, 2026

SUBJECT: Water Treatment Plant Wastewater Tank Repair

RECOMMENDATION

It is recommended that Mayor and Council authorize the Director of Operations to issue a purchase order to Eastern Trenchless Ltd. in the amount of \$23,000 inclusive of HST to repair a wastewater holding tank at the water treatment plant.

ORIGIN

The Town's Water Treatment Plant has an underground concrete holding tank that receives wastewater from the plant membrane backwash and sewage from the plant and shop building. The concrete tank is deteriorating and in need of repair. A line item was carried in the 2026 Utility Capital Fund for this repair.

BACKGROUND

The Town's Water Treatment Plant and shop building are situated within the Carpenter Pond Wellfield Protected Watershed Area. As such, a septic field cannot be placed within the protected area. To account for this, an approximately 25m³ underground concrete holding tank accepts sanitary sewage from the plant and shop building, as well as backwash water from the plant's microfiltration system. The tank is emptied monthly using the Town's sewer flushing truck.

DISCUSSION

Staff have explored the possibility of simply replacing the tank. It is believed that this would cost somewhere in the range of \$120,000 to \$140,000. If this were to be done, the project would have to go through an extensive Approval to Construct process with the Department of Environment, which would

mean that engineering drawings would need to be made for this straightforward project that would not have conventionally needed drawings. We would like to perform this repair as soon as possible as opposed to waiting for drawings and environmental approvals. Furthermore, it is desired that sometime in the next 10-15 years a sanitary sewer line will be bored beneath Highway 1 to convey the water treatment plant's sewage to Grove Avenue, which would eliminate the need for this tank. This new sewer line would also open the door for the neighborhoods on the south side of the highway to be connected to Town's sewer system. For these reasons, a repair with a 10-15 year repair lifespan is desired.


FINANCIAL IMPLICATIONS

The 2026 Utility Capital Fund included a **budget of \$100,000** including the rebated HST to perform repairs to the underground tank.

Two quotes were received to perform the repair:

Item	Price (Excl. HST)	Price (incl. 15% HST)	Cost to Town incl. rebated HST (4.288%)
Eastern Trenchless Ltd	\$20,000.00	\$23,000.00	\$20,857.60
Alternative Concrete Technologies (ACT)	\$101,748.20	\$117,010.43	\$106,111.63

It is recommended that the low bid be accepted. The discrepancy between the two prices is owing to each contractor's proposed method of rehabilitation. Eastern Trenchless' proposed method is focused on rehabilitating the root causes of failure in the concrete, using various forms of chemical pressure grouts, oakum and hydraulic cement, whereas ACT's method of repair is a membrane-based solution that seeks to cover the imperfections. Eastern Trenchless is a contractor that specializes in the "trenchless" repair of underground municipal services, and have successfully repaired a number of sewer lines and structures in Rothesay.

Report Prepared by: 
Tim Colwell, P. Eng., Director of Operations

Report Reviewed by: 
Doug MacDonald, Treasurer

A copy of this report can be obtained by contacting the Rothesay Town Clerk, 70 Hampton Road, Rothesay, NB E2E 5L5 (506-848-6664).




70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
February 9, 2026

TO: Mayor Grant and Members of Rothesay Council

SUBMITTED BY:


Brett McLean, P. Eng., CAO

DATE: February 4, 2026

SUBJECT: Purchase of Five (5) Pickup Trucks – Various Departments

RECOMMENDATION

It is recommended that Rothesay Mayor and Council authorize the Director of Operations to:

- 1) Issue a purchase order to Dobson Chrysler at a value of \$374,009.74 inclusive of HST for the purchase of five (5) pickup trucks.

ORIGIN

The 2026 General Fund Capital Budget included a line item under “Equipment Purchases” for the purchase of five pickup trucks for various Town departments.

BACKGROUND

As part of the Town’s fleet replacement policy, it is desired to replace vehicles every ten years. With much of the fleet purchase/replacement efforts being directed to the new flusher truck and dump trucks in recent years, much of the Town’s pickup truck fleet has aged past the 10-year threshold.

The purchase is aimed at replacing some vehicles, while shuffling others around to meet current staffing needs. Rental vehicles have also been a significant expense in recent years, and this purchase aims to prevent long-term rentals going forward.

Table 1 below summarizes the vehicles being purchased, which vehicle it is replacing, and what is being done with the old one:

**Purchase of Five (5) Pickup Trucks
Various Departments**

February 4, 2026

Table 1

New Vehicle	Intended Use	Old Vehicle	Old Vehicle goes to:
1500 Crew Cab	Town Hall	2014 Toyota Tacoma ¼ tonne	Summer students (eliminates rental)
1500 Extended Cab	Assistant Director of Operations	2016 Ford F150	Town Hall Vehicle
1500 Extended Cab	Water Department on call vehicle	2013 Dodge Ram	Works mechanic
2500 Crew Cab	Parks & Rec Coordinator	2013 Dodge Ram	Auction
3500 Cab and Chassis Only	Works Supervisor	2012 Dodge Ram 3500	Auction

DISCUSSION

The Town's purchasing policy would normally call for an official advertised tender to be posted for a purchase of this magnitude; however, in the Town's recent experience posting a tender call for fleet vehicles has resulted in one or no bids. The current practice is a request for quotes. Staff write a specification for minimum expectations in the vehicles, and have dealers propose vehicles that meets or exceeds the specification. Dealers are also asked to provide warranty information and expected delivery dates. Staff requested quotes from Ford, GM, and Ram dealers in Saint John, Sussex, Fredericton, and Moncton. The fleet supply quotes are summarized in Table 2 Below:

Table 2

Dealer	Responded with qualified offer meeting specifications?	Extended amount including 15% HST, dealer fees, registration	Number of Weeks for Delivery
Dobson Chrysler	Yes	\$374,009.74	8-12
Downey Ford	Yes	\$416,407.40	July-August
Steele Chevrolet GMC	Yes	\$375,523.74	10-12
Lounsbury Chevrolet	Yes	\$380,634.31	16
Fairview Chrysler	Yes	\$406,733.59	14-20
Riverview Ford Lincoln	incomplete offer (4 vehicles only)		
Sussex Chevrolet	Invited, no offer received		
Moncton Chrysler	Invited, no offer received		
MacDonald Buick GMC	Invited, no offer received		
Fox Chevrolet	Invited, no offer received		
Norrad Chrysler	Invited, no offer received		

It should be noted that a flatbed assembly and accessories will need to be purchased for the 3500 Cab and Chassis. This will be purchased at a later date. It is anticipated that ~\$20,000+HST will cover these costs.

FINANCIAL IMPLICATIONS

The anticipated cost to the Town including the rebated HST will be **\$360,029.15**, as itemized below. The 2026 General Fund Capital budget included \$680,000 for fleet purchases. The estimated budget for the five pickup trucks was **\$409,851.84**, and the current total cost of \$360,029.15 yields a positive variance of \$49,822.69.

Item	Price (Excl. HST)	Price (incl. 15% HST)	Cost to Town incl. rebated HST (4.288%)
Five truck purchase (Dobson)	\$325,225.86	\$374,009.74	\$339,171.55
Flatbed assembly for 3500 cab and chassis (estimated)	\$20,000.00	\$23,000.00	\$20,857.60
GRAND TOTAL	\$345,225.86	\$397,009.74	<u>\$360,029.15</u>

Report Prepared by: 
Tim Colwell, P. Eng., Director of Operations

Report Reviewed by: 
Doug MacDonald, Treasurer

A copy of this report can be obtained by contacting the Rothesay Town Clerk, 70 Hampton Road, Rothesay, NB E2E 5L5 (506-848-6664).



70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
February 9, 2026

TO: Mayor Grant and Members of Rothesay Council

SUBMITTED BY:


Brett McLean, CAO

DATE: February 4, 2026

SUBJECT: Revised Development Agreement with Landmark Living Inc. – Millenium Drive
PID 30227086 and PID 00173443 (portion)

RECOMMENDATION

1. That Council rescind the motion passed at the regular meeting of August 11, 2025, relating to the authorization of a development agreement with Landmark Living Inc. for the development of a mixed-use development at the intersection of Millenium Drive and Campbell Drive (PID 30227086 and a portion of PID 00173443), more specifically the following:

MOVED by Counc. McGuire and seconded by Counc. Lewis Council HEREBY authorizes the Mayor and Clerk to enter into a development agreement, as amended, with Landmark Living Ltd. for the development of a mixed-use development at the intersection of Millenium Drive and Campbell Drive (PID 30227086 and a portion of PID 00173443).

2. That Council enter into the attached development agreement with Landmark Living Inc. for the development of a mixed residential and commercial development at the intersection of Millenium Drive and Campbell Drive (PID 30227086 and a portion of PID 00173443).

ORIGIN

At their meeting of August 11, 2025, Rothesay Council authorized the execution of a Development Agreement as amended with Landmark Living Inc. for a mixed-use development on PID 30227086 and a portion of PID 00173443. Amendments directed by Council at the August 11, 2025, meeting related to

limits on tree clearing, a groundwater monitoring program and the zoning of Town-owned land between Wedgewood Drive and the development.

DISCUSSION

When infrastructure was installed to service the area, a detailed analysis of infrastructure costs was calculated based on land area and contributions from private landowners toward those costs were assigned accordingly. The following costs are attributable to the subject site:

PID 30227086	\$ 412,550.89
PID 00173443 (portion)	\$ 168,885.71
Total	\$ 581,436.60

The earlier draft of the Development Agreement required payment of these monies prior to the issuance of the building permit for the first building in the development.

It is important to note this infrastructure was installed approximately 20 years ago and the present value of this infrastructure has increased significantly beyond its initial cost. Rothesay has not charged interest to developers who have benefited from this infrastructure between its installation to support development and collection of the respective development charges. Financial payments towards this public infrastructure were paid by developers of other sites in the area including Kent Building Supplies, Loblaws (Atlantic Superstore), and the self-storage facility adjacent to the proposed development.

As this payment has been owing to the Town since the early 2000s, Staff are recommending a further amendment to the agreement to have these monies payable upon the executing the agreement. This is provided in Clause 26 of the draft development agreement.

DEPARTMENTAL INPUT

Rothesay's Treasurer has provided input to the report.

Attachment

Draft Development Agreement (February 4, 2026, Ver 1E)



Report Prepared by: Mark Reade, P.Eng., RPP, MCIP, Director Planning and Development Services

A copy of this report can be obtained by contacting the Rothesay Town Clerk, 70 Hampton Road, Rothesay, NB E2E 5L5 (506-848-6664).

Rothesay

DEVELOPMENT AGREEMENT

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

Parcel Identifier of Parcels Burdened by Agreement: 30227086, 00173443

Owner of Land Parcels: **Landmark Living Inc.**
1 Malabeam Lane
Rothesay, New Brunswick
E2E 2G2 (Hereinafter called the "Developer")

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

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

WHEREAS the Developer is the registered owner of certain lands located at the intersection of Campbell Drive and Millenium Drive (PIDs 30227086 and 00173443), and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands").

AND WHEREAS the Developer is now desirous of entering into a development agreement to allow for the development of a mixed-use development including a maximum of 1277 dwelling units and 8715 square metres of commercial floor area as described in Schedules A through F. (herein after called the "Project")

AND WHEREAS Rothesay Council did, on February 9, 2026 authorize the Mayor and Clerk to enter into a Development Agreement with Landmark Living Inc. to develop a mixed-use development on the Lands.

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

- 1. The Developer agrees that the total area of ground floor commercial uses in the development shall not exceed 8715 square metres and that the total number of residential units situated on the Lands shall not exceed 1277 dwelling units.

Schedules

- 2. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this Agreement:
 - a) Schedule A - Legal Description of Parcels
 - b) Schedule B - Site Plan
 - c) Schedule C - Building Topology Plan
 - d) Schedule D - Proposed Subdivision Layout
 - e) Schedule E - Building and Landscape Design Elements
 - f) Schedule F – Phasing and Construction Access Plan

Site Development

- 3. The Developer agrees that except as otherwise provided for herein the use of the Lands shall comply with the requirements of the Rothesay Zoning

By-Law and Subdivision By-Law, as may be amended from time to time.

4. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with Schedules B, C, and E in addition to the following requirements:
 - a) Notwithstanding the requirements of the Millenium Park (MP) zone, building heights within the development are limited to a maximum of four stories and limited to a maximum height of 20 metres. This provides for storey heights of 4 metres for ground floor commercial uses and between 3 metres and 3.5 metres for upper residential floors with an overall building height in the 17 to 20 metre range.
 - b) Parking to be in general conformance of the Rothesay Zoning By-Law.
 - c) Loading and unloading areas for all buildings on the subject property shall be developed in accordance with the requirements of the Rothesay Zoning By-Law.
 - d) Any signage must meet all of the requirements of By-Law No. 3-10 A By-Law Respecting Signage In Rothesay, as may be amended from time to time, and all signage requires a sign permit.
 - e) All landscaped areas shall be covered with live material including trees, shrubs, groundcover or sod or other natural materials to the satisfaction of the Development Officer.
 - f) Prior to issuance of a building permit for any structure on the subject property or a development permit, a site plan shall be provided detailing the development subject to the building or development permit application as well an updated conceptual site plan for the development of the entire subject property.
 - g) Prior to the issuance of the building permit for the first structure on the subject property, a conceptual storm water management plan for the entire property shall be provided to the satisfaction of the Director of Operations or their designate.
 - h) Increases in the permitted gross floor area of the overall development and any proposed use not specifically listed as a permitted or conditional use may be considered by amendment to this agreement.
 - i) Nothing in this agreement shall prohibit or in any way limit the Developer's right to apply for a variance pursuant to the provisions of the *Community Planning Act*.
 - j) The provision of single-unit dwellings along the northern boundary of the site, as proposed by the developer, is considered to conform to the buffering requirements of the Millenium Park (MP) zone notwithstanding the requirements of the Millenium Park (MP) zone for landscaped buffering and development of garden homes adjacent to areas of existing residential development.
 - k) The developer is required to provide and maintain a sufficient number of either affordable or accessible dwelling units within the development in accordance with the policy direction established in the Municipal Plan to allow for the increased density of 13% beyond that permitted in the Millenium Park (MP) zone.
 - l) Buildings may be situated on individual lots, notwithstanding the standards of the Millenium Park (MP) zone, including those related to lot area and lot coverage.

- m) Costs for the installation of municipal infrastructure to support the development along with the upgrading of any downstream municipal infrastructure are the Developer's cost and responsibility to complete.

Architectural Guidelines

5. The Developer agrees that an objective of this development is to provide a high quality and visually attractive development, which exhibits an architectural design that reinforces the community character and that is generally consistent with the existing building styles in Rothesay. The Developer agrees to ensure the following:
- a) The architectural design of the buildings shall be, in the opinion of the Development Officer, generally in conformance with Schedules C and E.
 - b) All exterior mounted ventilation and related mechanical equipment, including roof mechanical units, shall be concealed by screening in a manner to reduce clutter, noise, and negative impacts on the architectural character of the building.
 - c) Exterior elevations of buildings within the development are to have a cohesive design incorporating elements including but not limited to similar colours, siding materials and door and window proportions and trim, subject to the approval of the Development Officer.
 - d) Buildings oriented onto a public or private street shall have entrances oriented towards the public or private street and contain a prominent main entrance that incorporates:
 - i. A covered entrance with weather protection;
 - ii. Pedestrian connectivity to the public sidewalk and to the parking area;
 - iii. On-site lighting that minimizes glare, shadows, light pollution, and light trespass, of the main entrances, any outdoor amenity space, parking areas, and pedestrian walkways;
 - iv. The use of materials, colours, massing, and/or landscaping to make the entrance clearly identifiable to residents and visitors.
 - e) Ground floors of the multi-unit residential and mixed-use buildings must incorporate large windows, balconies, or architectural features to activate the streetscape. Front façades of these buildings must be articulated with various architectural elements such as balconies, windows, and material changes to break up the mass of the building.
 - f) Facades of the mixed-use and multi-unit residential buildings facing a public street must have an overall fenestration ratio of not less than 15%.
 - g) Street facing facades of ground-floor commercial areas within a building must have a fenestration ratio of not less than 50%
 - h) Pedestrian connectivity shall be incorporated into the site design, connecting all building entrances with public sidewalks, parking areas, and common amenity spaces.
 - i) For sites incorporating multiple residential buildings, connectivity shall exist between the separate buildings.
 - j) Stacked Townhouses incorporating garages shall not have a garage door that exceeds 75 percent of the building façade width.

- k) Front façades of the stacked townhouse units shall be articulated or incorporate differentiation in materials or specific design elements to denote individual townhouse units.
- l) No roof shall be designed or oriented to direct snow, ice or rainwater onto a public or private street or sidewalk.

Subdivision

- 6. The Developer will be required to submit a Tentative Plan of Subdivision for the vesting of Public Streets and any required Local Government Services Easements in accordance with the Provisions of the *Community Planning Act, SNB 2017, c19*.
- 7. The creation of new lots within the development through the subdivision process will be subject to the payment of money in lieu of Land for Public Purposes. The amount of the payment will be determined by the Development Officer at the time the Tentative Plan of Subdivision is approved, in accordance with the Subdivision By-Law.
- 8. Any necessary easements be granted gratuitously to Rothesay or other utilities.

Groundwater Monitoring Program

- 9. The Developer is responsible for engaging a hydrogeologist or equivalent to develop and implement a groundwater monitoring program for the phased development of the site. The development and implementation of this program shall be to the satisfaction of the Director of Planning and Development Services and Director of Operations. Where possible, and subject to approval by Rothesay, the groundwater monitoring program may utilize existing wells on Rothesay owned land at the corner of Chinook Lane and Donlyn Drive (PID 30080329).

Tree Clearing

- 10. Natural vegetation, including mature trees, that are not located within a phase actively being developed or an area where services or access are required to be installed to provide infrastructure to support a phase under construction shall be maintained. The retention of existing trees to provide for landscaping within the proposed development is encouraged.

Zoning of PID 00097824

- 11. The Town will undertake the required process to change the zoning of PID 00097824, a Town-owned parcel of land, from its current zoning of Single Family Residential – Standard (R1-B) to Recreation (REC).

Environmental Permitting

- 12. The Developer shall obtain the required permits from the Department of Environment and Local Government including but not limited to a Watercourse and Wetland Alteration permit, and a successful exemption allowing the development of commercial uses over a portion of the Carpenter Pond Watershed. Copies of these approvals shall be submitted to the Development Officer prior to the issuance for the first building or development permit for the proposed development.

Storm Water

- 13. The Developer shall carry out, subject to inspection and approval by Town representatives, the installation of a storm water system. The design of such system will be required to be approved by the Town prior to the

issuance of any building or development permits for the development. The Developer agrees to accept responsibility for all costs associated such installation including the following:

- a. Construction, to Town standards, of a storm water system including pipes, fittings, precast sections for manholes and catch basins capable of removing surface water from the entire developed portion of the lands to a predetermined location selected by the Developer's Engineer and approved by the Director of Operations or their designate; and
 - b. The Developer agrees to submit such plans for approval as required by the Town, conforming with the Town's design schematics and construction standards, unless otherwise acceptable to the Director of Operations or their designate, prior to commencing any work on the storm water system.
14. The Developer agrees that all roof leaders, down spouts, and other storm water drains from the building, parking lot and landscape features shall not be directed or otherwise connected or discharged directly to the Town's storm water or sanitary collection system.
15. The Developer agrees to provide to the Director of Operations or their designate written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Municipal Streets

16. All proposed streets be designed generally in accordance with the guidelines of the Transportation Association of Canada and to the satisfaction of the Development Officer and the Director of Operations or their designate.
17. The Developer shall carry out, subject to inspection and approval by Rothesay representatives, and pay for the entire actual cost of the following:
- a. surveying and staking of lots and streets;
 - b. rough grading of streets to profiles approved by Rothesay;
 - c. fine grading of streets to profiles approved by Rothesay;
 - d. hard surfacing of the streets as shown on the plans to Rothesay specifications; sub-grade standards, compaction and finish as approved by Rothesay's Engineer, in writing, before final hard surfacing may be installed;
 - e. supply and maintenance of for a period of two (2) years the topsoil, sod, landscaping and the planting of street trees calculated as no more than one tree for each 10 metres measured along the linear centre line of the public street right of way, planted on location(s) approved by Rothesay and where such street trees are as follows:
 - i. Not smaller than six centimetres (6 cm) in diameter measured at a point being 2 metres above the root ball such trees species as approved by Rothesay.
 - ii. Inspected by Rothesay 12 months from time of planting and again then at 24 months. The Developer shall replace trees identified for replacement during warranty inspections.
 - f. Engineering design and inspection of those works referred to in clauses b), c), d), and e) of this section.
18. The Developer agrees to provide signed documentation and progress reports from a practicing Professional Engineer, licensed in New Brunswick

ensuring that applicable codes and standards have been met and that the work was completed and utilizing such materials as in accordance with the terms of this Agreement and approved specifications.

19. The Developer agrees to provide as-built drawings that delineate all public infrastructure to be submitted to Rothesay in compliance with the minimum standards and requirements specified in Rothesay's Digital Data Submission Standards for Infrastructure and Construction Drawings.
20. Rothesay reserves the right to assign or rename public street names, notwithstanding that names may not correspond with existing names.
21. The Developer agrees that all items, materials, pipes, fittings, and other such infrastructure following acceptance of delivery on site by the Developer shall remain the full responsibility of the Developer against their accidental breakage or vandalism until Rothesay accepts the completed works.
22. The Developer agrees to restore all disturbed or damaged areas of the public street and right of way to the satisfaction of Rothesay's Engineer following installation of the required municipal services.

Municipal Sidewalks

23. The Developer shall carry out and pay for the entire actual cost of sidewalks and associated barrier curbing as required to comply with Town standards within the Public Street rights-of-way to be developed, subject to inspection and approval by the Director of Operations or their designate, including the engineering design and inspection of the works.

Intersection Improvements

24. The Developer is responsible for the following transportation network improvements as identified in the traffic impact study completed for the development:
 - a) Construction of an eastbound left turn lane with a storage length of 40 metres at the Site Access A / Millennium Drive intersection. This is required at Phase 1 of the development.
 - b) Construction of an eastbound left turn lane with a storage length of 25 metres at the Site Access B / Millennium Drive intersection. This is required at Phase 3 of the development.
 - c) Installation of traffic signals at the intersection of Millennium Drive and Site Access A. This is required at Phase 3 of the development.
25. The Town and Developer agree that the design and construction of the intersection and related improvements shall be solely determined by the Town.

Water Supply

26. The Developer shall pay the Town a payment of \$412,550.89 for the costs of extending servicing to PID 30227086 in addition to a payment of \$168,885.71 for the costs of extending servicing to the portion of PID 00173443 that is part of the subject site. These payments are due upon execution of this agreement.
27. The Developer agrees to connect to the Town's nearest and existing water system at a point to be determined by the Director of Operations or their designate and utilizing methods of connection approved by the Director of Operations or their designate.

28. The Town agrees to supply potable water for the purposes and for those purposes only for a maximum of 1277 dwelling units and 8715 square metres of commercial floor area and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
29. The Developer agrees to pay the Town a fee for connection of the buildings to the Town water system including sprinkler feed to the Town water system calculated in the manner set out in By-Law 1-18, Rothesay Water By-Law as amended from time to time, to be paid to the prior to the issuance of the building permit for each building.
30. The Developer agrees that the Town does not guarantee and nothing in this Agreement shall be deemed a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. The Town shall not be liable to the Developer or to any person, firm or corporation for any damage or injury caused by the interruption of the supply of water, the lack of uniform pressure thereof or the quality of water.
31. The Developer agrees that all connections to the Town water mains shall be approved and inspected by the Director of Operations or their designate prior to backfilling and that the operation of water system valves is the sole responsibility of the Town.
32. The Developer agrees to comply with the Town's Water By-Law and furthermore that a separate water meter shall be installed, at their expense, for each residential and commercial connection made to the Town's water system.
33. The Developer agrees that the Town may terminate the Developer's connection to the Town water system in the event that the Town determines that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion or if an invoice for water service is more than 90 days in arrears.
34. The Developer agrees to provide, prior to the occupation of any building in the development, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection to the Town water system that serves said building has been satisfactorily completed and constructed in accordance with the Town specifications.
35. The developer is responsible for the maintenance of any private hydrants in the development.

Sanitary Sewer

36. The developer agrees to connect to the existing sanitary sewer system at a point to be determined by the Director of Operations or their designate and utilizing methods of connection approved by the Director of Operations or their designate.
37. The Developer agrees to pay the Town a fee for connection to the Town sewer system calculated in the manner set out in By-Law 1-15 Rothesay Sewage By-Law, as amended from time to time, to be paid to the Town prior to the issuance of the building permit for the first building to be constructed in the development.
38. The Developer agrees to carry out subject to inspection and approval by Town representatives and pay for the entire actual costs of Engineering design, supply, installation, inspection and construction of all service lateral(s) necessary to connect to the existing sanitary sewer system inclusive of all pipes, laterals, fittings, and precast concrete units.
39. The Developer agrees to submit for approval by the Town, prior to commencing any work to connect to the sanitary sewer system, any plans required by the Town, with each such plan meeting the requirements as described in the Town specifications for such development.

40. The Developer agrees that connection to the Town sanitary sewer system shall be supervised by the Developer's engineer and inspected by the Director of Operations or their designate prior to backfilling and shall occur at the sole expense of the Developer.

Retaining Walls

41. The Developer agrees that dry-stacked segmental concrete (masonry block) gravity walls shall be the preferred method of retaining wall construction for the purpose of erosion control or slope stability on the Lands and furthermore that the use of metal wire basket cages filled with rock (gabions) is not an acceptable method of retaining wall construction.
42. The Developer agrees to obtain from the Town a Building Permit for any retaining wall, as required on the Lands, in excess of 1.2 metres in height and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

Indemnification

43. The Developer does hereby indemnify and save harmless the Town from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with the Town prior to the commencement of any work hereunder a certificate of insurance naming the Town as co-insured evidencing a policy of comprehensive general liability coverage on "an occurrence basis" and containing a cross-liability clause which policy has a limit of not less than Two Million Dollars (\$2,000,000.⁰⁰) including a project wrap-up liability policy (with no less than 24 months coverage after project completion). The aforesaid certificate must provide that the coverage shall stay in force and not be amended, canceled or allowed to lapse within thirty (30) days prior to notice in writing being given to the Town. The aforesaid insurance coverage must remain in full force and effect during the period available to the Developer pursuant to this agreement to complete the work set out as described in this Agreement.

Notice

44. 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 **Landmark Living Inc., 1 Malabean Lane, Rothesay, New Brunswick, E2E 2G2** 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

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

Termination and Phasing

46. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not been completed on or before February 9, 2046 being a date 20 years (240 months) from the date of Council's decision to enter into this Agreement. The development will be completed in accordance with the Phasing Plan provided in Schedule F. Access to the site for the purposes of construction shall be managed by the Developer and their contractors in a manner that minimizes impacts on the Town's infrastructure, area residents, and residents of the development. The construction access for the various phases shall be subject to the approval by the Town. Accordingly, the Agreement shall have no further

force or effect and henceforth the development of the Lands shall conform to the provisions of the Rothesay Zoning By-law.

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

Security & Occupancy

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

Failure to Comply

50. The Developer agrees that after sixty (60) days written notice by the Town regarding the failure of the Developer to observe or perform any covenant or condition of this Agreement, then in each such case:
- (a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives Any defense based upon the allegation that damages would be an adequate remedy;
 - (b) The Town may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Assessment Act;

- (c) The Town may, by resolution of Council, discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Zoning By-Law; and/or
- (d) In addition to the above remedies, the Town reserves the right to pursue any other remediation under the *Community Planning Act* or Common Law in order to ensure compliance with this Agreement.

Entire Agreement

51. 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

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

Reasonableness

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

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

IN WITNESS WHEREOF, each of the parties set out below has caused this Agreement, made in duplicate, to be duly executed by its respective, duly authorized officer(s) as of _____, 2026.

Landmark Living Inc.

Witness:

Developer Name

Rothesay

Witness:

Nancy E. Grant, Mayor

Witness:

Mary Jane E. Banks, Clerk

Development Agreement -
Campbell Drive at Millenium
Drive -2026 February 4
DRAFT Ver 1E

Landmark Living Inc.

SCHEDULE A

PID: | 30227086, 00173443 (portion)

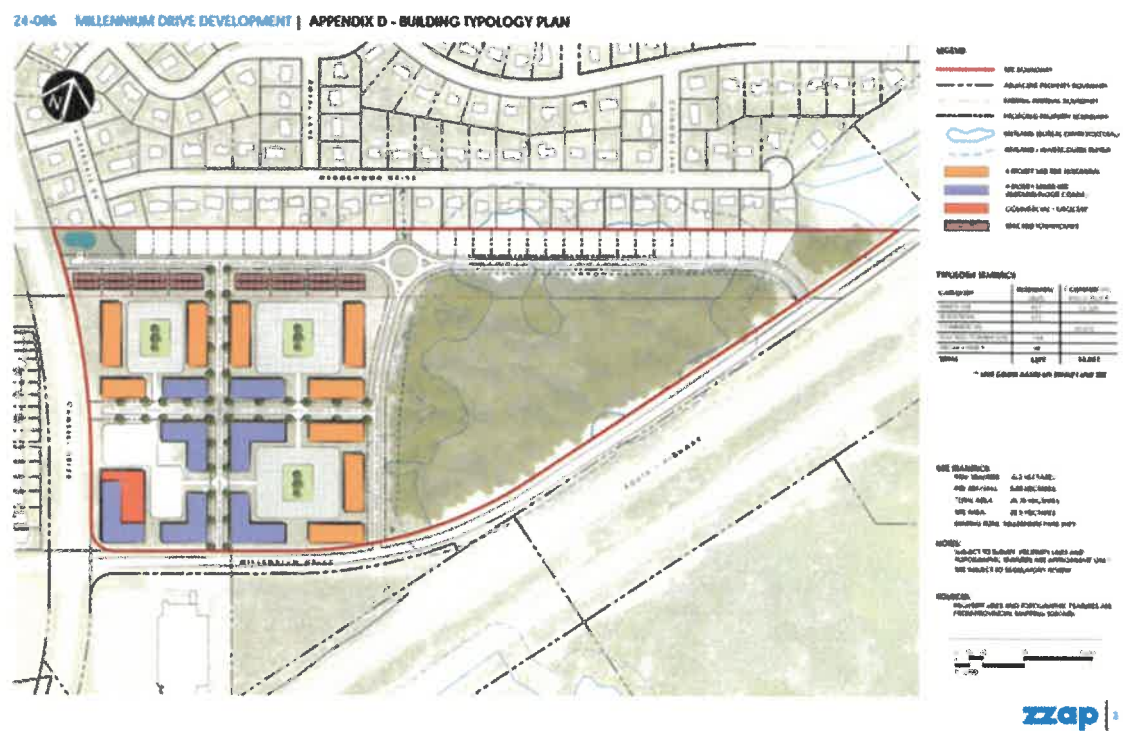
Development Agreement -
Campbell Drive at Millenium
Drive -2026 February 4
DRAFT Ver 1E

Landmark Living Inc.

Schedule B - Site Plan



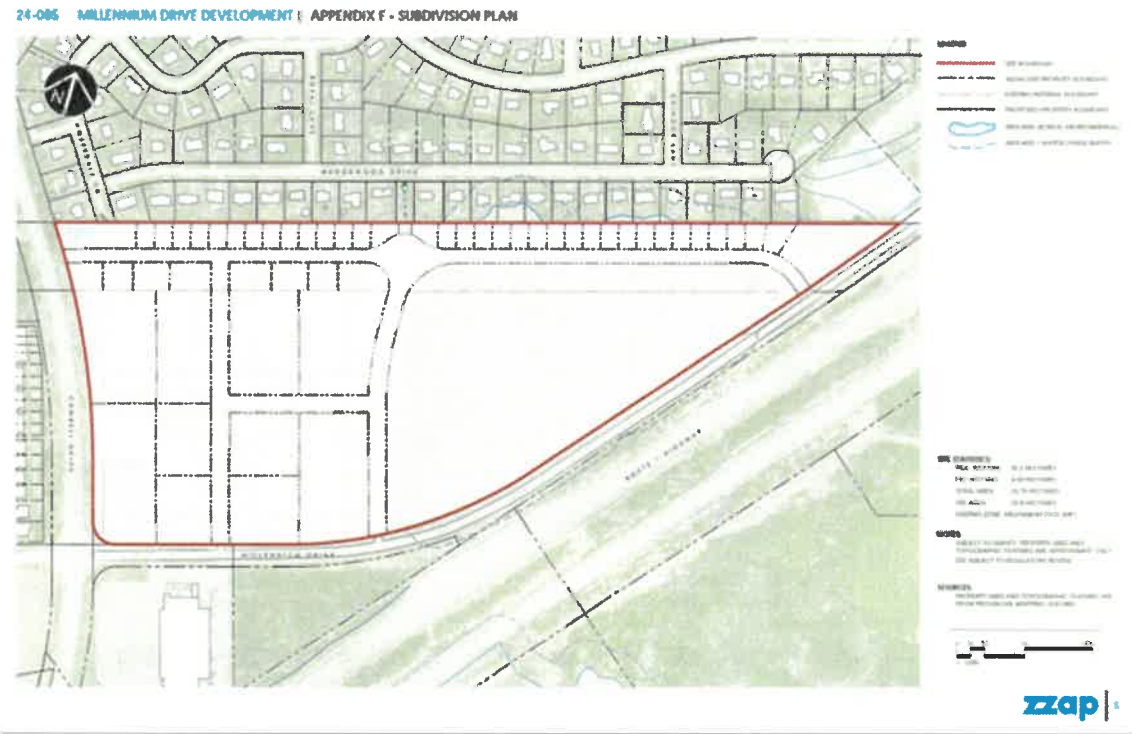
Schedule C - Building Topology Plan



Development Agreement -
Campbell Drive at Millenium
Drive -2026 February 4
DRAFT Ver 1E

Landmark Living Inc.

Schedule D - Proposed Subdivision Layout



Schedule E - Building and Landscape Design Elements

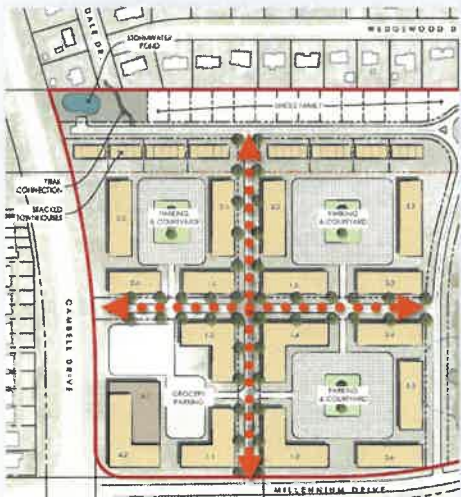




Development Agreement -
Campbell Drive at Millenium
Drive -2026 February 4
DRAFT Ver 1E

Landmark Living Inc.

VISION: MAIN
STREET



Stacked Townhouses





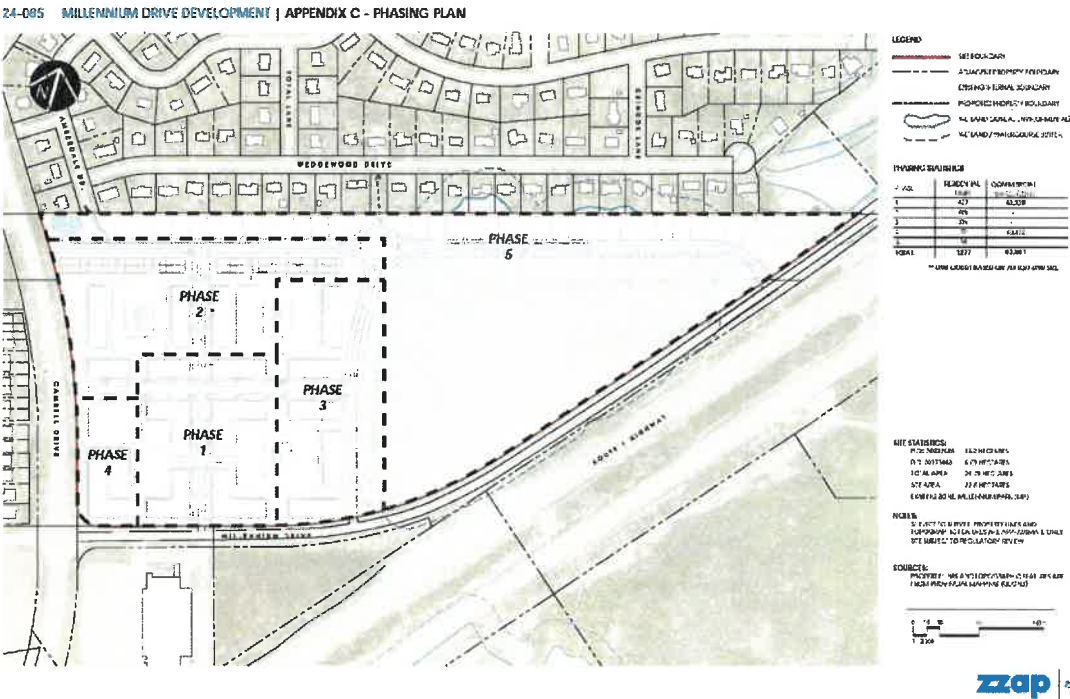
Preliminary Building Design



Development Agreement -
Campbell Drive at Millenium
Drive -2026 February 4
DRAFT Ver 1E

Landmark Living Inc.

Schedule F – Phasing and Construction Access Plan



Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Developer Name and Address

Office Held by Deponent: Director

Corporation: Landmark Living Inc.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2026

I, DEVELOPER NAME – OFFICER OF LANDMARK LIVING INC., 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 “DEVELOPER NAME – OFFICER OF LANDMARK LIVING INC.” 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 _____, 2026

BEFORE ME:

Commissioner of Oaths

DEVELOPER

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: **MARY JANE E. BANKS**
Rothsay
70 Hampton Road
Rothsay, N.B.
E2E 5L5

Office Held by Deponent: Clerk

Corporation: **Rothsay**

Other Officer Who Executed the Instrument: **NANCY E. GRANT**
Rothsay
70 Hampton Road
Rothsay, N.B.
E2E 5L5

Office Held by Other Officer Who Executed the Instrument: Mayor

Place of Execution: Rothsay, Province of New Brunswick.

Date of Execution: _____, 2026

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

1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
6. That the attached instrument was executed by me and **NANCY E. GRANT**, the other officer specified above, as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
7. The signature "**NANCY E. GRANT**" subscribed to the within instrument is the signature of Nancy E. Grant, who is the Mayor of the town of Rothsay, 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
Rothsay, in the County of Kings,)
and Province of New Brunswick,)
This ____ day of _____, 2026)

BEFORE ME:)

Commissioner of Oaths)

MARY JANE E. BANKS