



**To:** Chair and Members of Rothesay Planning Advisory Committee

**From:** Brian L. White, MCIP, RPP

Director of Planning and Development Services

**Date:** Thursday, February 03, 2022

**Subject:** Rezoning - 95 Hampton Road (Supplementary Report)

<b>Applicant/owner:</b>	Brett Taylor, Director	<b>Applicant/owner:</b>	KV Properties Ltd.
<b>Mailing Address:</b>	1 Magnolia Lane PO Box 100 Rothesay, NB E2E 3L2	<b>Mailing Address:</b>	1 Magnolia Lane PO Box 100 Rothesay, NB E2E 3L2
<b>Property Location:</b>	Woodland Avenue / Hampton Road	<b>PIDs:</b>	00242271, 30130348, 30020051, 30130355
<b>Plan Designation:</b>	Commercial & High Density	<b>Zone:</b>	R1B & Central Commercial
<b>Application For:</b>	36 unit residential apartment building		
<b>Input from Other Sources:</b>	KVFD		

#### RECOMMENDATION

Staff recommend the Planning Advisory Committee REMOVE from the TABLE the rezoning application for 95 Hampton Road.

#### ORIGIN:

At the December 8<sup>th</sup>, 2021 regular meeting of the Planning Advisory Committee the rezoning application for 95 Hampton Road was TABLED pending the receipt of a supplemental staff report containing the following:

1. Additional project details from the applicant;
2. Staff review and recommendation of traffic and access;
3. Polling results;
4. Review by KVFD; and
5. Draft development agreement and rezoning By-law.

#### BACKGROUND:

In the December 2021 Staff report the applicant identified the development lands on 8 separate parcels including two parcels owned by Mr. Brian Edwards. KV Properties has completed the land transaction with Mr. Edwards and the company now owns all of properties subject to rezoning.

KV Properties proposed development would consolidate 4 property parcels (00242271, 30130348, 30020051, 30130355) into a ~3600 square meter parcel for the proposed apartment building. The remaining parcels would be consolidated as a corner lot with frontage onto Hampton Road (PIDs 30130330, 30130322, 30130314, and 00242495) and would retain their existing zoning for future development opportunities.

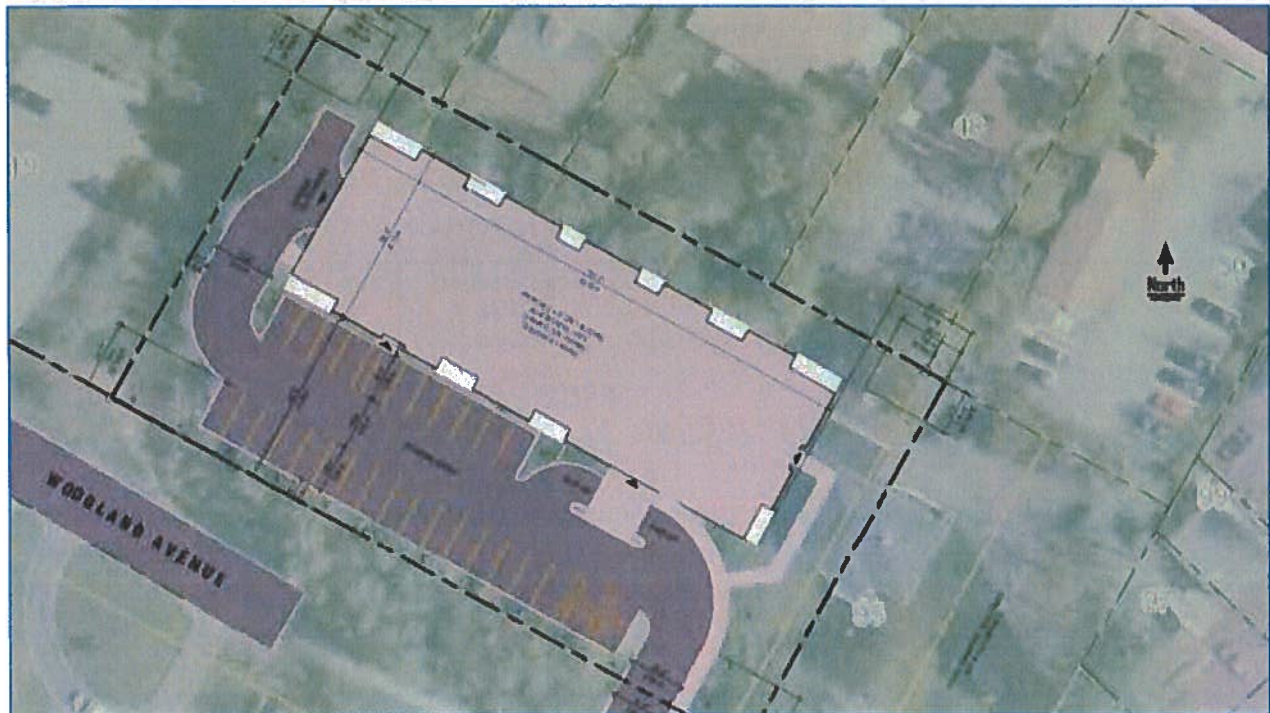


Figure 1 - Site Plan Proposed Apartment Building

As previously noted, the proposed building is setback 5 meters from the shared property boundary with 42-48 Clark Road. The proposed 5-meter setback does not meet the by-law minimum requirement of a 7.5-meters. Staff reviewed the site plan and building location with the applicant to evaluate alternatives and no reasonable alternative solutions were presented.

As noted in the previous (December 2021) report to PAC Staff believe that the overall building design in this mixed-use neighbourhood achieves good design and is appropriate to the character of Hampton Road. Staff did recommend that the applicant consider natural materials (wood) to mitigate the white “institutional” appearance of the building. The revised design (Figure 2) uses metal siding which mimics wood siding which in combination with darker colours of building should help reduce façade's mass and add visual warmth to building design.



Figure 2 - Before and After Renderings of the Proposed Building

## SHADOW STUDY

As required, the applicant has submitted a shadow study (Attachment D) to illustrate the impact of the development in terms of sun and daylight access to the surrounding properties including surrounding buildings, the public realm, public and private open space. The proposed project is not adjacent to public parks or open spaces and accordingly will not affect public amenities. Shadow studies are also useful for understanding what impacts could be anticipated on the use of private residential amenity spaces such as rear yard patios, decks, pools and gardens. The submitted study demonstrates that there will be minimal daytime shadow impacts from the proposed development on the backyard amenity areas of 44 and 46 Clark Road.



Figure 3 - Summer Solstice (June 21) 4pm

## KENNEBECASIS VALLEY FIRE DEPARTMENT:

As is required by Municipal Plan Policy FR-7, the KVFD did review the proposal to ensure that public safety and firefighting concerns are addressed. KV Fire Department offered that they are concerned about the access route based on the site plan schematic. The Department notes that the S turn into the driveway might not meet the NBC requirements of a 12m radius. The 6m driveway entrance and drive aisle between the parking spaces meets Fire Code but not the zoning by-law requirement of a 7.5m drive aisle. The Department notes that could be very tight in front of the building if they had to set-up the ladder truck with access becoming a major bottleneck if they were setup for a prolonged incident. The Department requested that the Town consider a requirement for secondary access/exit to Woodland Avenue.

## DEVELOPMENT AGREEMENT:

The DRAFT development agreement (Attachment C) is including in this report for review by the PAC and the public should Council decide to hold a public hearing. Staff believe that some minor changes and clarifications will be necessary to the final draft agreement, those edits will be submitted for PAC's review.

**POLLING:**

Polling was conducted via a notification letter sent to surrounding property within one hundred (100) meters of the subject property. The responses to the letter are contained in Attachment A.

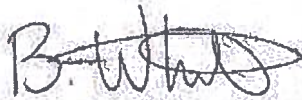
**RECOMMENDATIONS:**

Staff recommend the Planning Advisory Committee consider the following MOTION:

Rothsay Planning Advisory Committee HEREBY recommends that Rothsay Council schedule a public hearing to consider rezoning the lands located off Woodland Avenue and Hampton Road from Single Family Residential – Standard Zone [R1B] to the Multi-Unit Residential Zone [R4] for a 36-unit apartment building subject to the execution of a Development Agreement in accordance with the Community Planning Act.

**ATTACHMENTS:**

Attachment A	Polling Responses
Attachment B	Proposed By-Law
Attachment C	DRAFT Development Agreement
Attachment D	Application Revisions



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

Date: Thursday, February 03, 2022

**ATTACHMENT A - POLLING RESPONSES**

**FROM: 14 WOODLAND AVE**

Hi Brian,

We just received the letter of re-zoning today (not a lot of time to consider or ask for feedback)

I would like the record to state, that I oppose the development and rezoning.

- too much added traffic
- it will lower the value of single family homes in the area
- oppose any connection to woodland avenue for this development
- this area has enough multi-unit homes already - any more of these homes would create too much density and lower values (creating a ghetto)

Thank You

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**FROM: 14 WOODLAND AVENUE**

Good afternoon,

I just received a letter regarding a zoning application for 95 Hampton Rd. As a resident of Woodland Avenue, I do have a few concerns about the property and the potential of having a road or entrance on this street. This is currently a quiet dead end street with plenty of children who enjoy riding their bicycles and such out on the road. (We do not have sidewalks) With a new building and added traffic, this street would no longer be safe for the kids to play. The reason we moved to this home was strictly because of the fact that it IS a dead end quiet street.

My family and I are 100% opposed to this development.

Thanks for your time.

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**FROM: 46 CLARK ROAD**

Mr. White,

I just received your letter informing us of the application from Mr. Brent Taylor to rezone the property at 95 Hampton Road for a 36-unit apartment building subject to the terms of a development agreement.

I live at 46 Clark Rd and my property is directly behind the 95 Hampton Road property and share the property line.

Our family's concern is that currently students from the school and residents from Woodward Avenue are walking through the property at 95 Hampton Road and through our yard at all hours of the day and night to get to the mall area across the street from our home. With the apartment building, directly behind us we strongly believe this will increase.

**Request**

Our request is for a 2m high metal fence between our property and the apartment complex to remove the risk of this continuing and likely increasing.

Thank you,

Homeowner  
46 Clark Road

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**FROM: 42 CLARK ROAD**

Hi,

I own 42 Clark road. I received a letter in the mail, without my name on it. I found this strange.

I'm concerned about this development. There are markings on my property in the photo I received, indicating a setback. Please explain.

Will there be a buffer of trees left between the back of the building and the property lines on Clark road? There is mature trees that if left could at minimum provide privacy to the residents of Clark road. As opposites to a birds eye view into these homes.

How long will construction last and what are the time frames that is acceptable? Another apartment building on Hampton road has been being constructed for years.

There is a brook that runs between 42 Clark and 19 woodland Avenue. I would also be concerned about additional run off.

Thanks,

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**FROM: 12 WOODLAND AVENUE**

Dear Brian;

Thanks to you for the prompt acknowledgment of my memo, and now I will attempt to share a few thoughts on the matter at hand.

The landscape of the Town today would be unrecognizable by those of 50 years ago, particularly in the former community of "old Fairvale." With the ballooning population, the growing commercial establishments, more eateries, more vehicle traffic, more high end high density Multi-Units, etc. etc. all of which causes people like myself (and others) who feel that our Town's planning and administration needs to slow down, take stock, and hold our balance. Don't get me wrong, I don't want to live in the past, and I'm not opposed to change and progress. The Town and it's staff are doing a great job in these difficult times, and good things are happening. But make no mistake, there are concerns.

But now to the matter at hand; which is the developers application to rezone properties in the area at 95 Hampton Road, for the purpose of developing a multi-unit building. It is my understanding that the building plan would have access to the Hampton Road via the end portion of Woodland Ave. This then brings me to our concern: As Woodland Ave. being a dead-end Street and is aligned (or can be aligned) with the Hampton Road, and as traffic volumes increases (as it will) at the Marr Road intersection and on Hampton Road (as predicted) it would then seem inevitable that traffic volumes will pressure the Town to open up Woodland Ave. as a two- way Street onto Hampton Road and Spruce Street on the other end.

The people and families in the Woodland Ave. neighborhood have always enjoyed the benefit of a dead-end, no-through-traffic street, and while I cannot speak for others (I can only advocate for myself) yet I believe that every single resident living on this street would speak with one voice in opposition to the developers application, because of the detrimental impact it would have on our neighborhood, if in fact Woodland Ave. would be opened through to Hampton Road.

It seems an unfortunate oversight that the PAC notice of the Rezoning Application was not delivered to every household on this Street. Would it not be possible to yet circulate the notice to each home on the Street?

Thank you for your time and your thoughtful consideration of my concerns.

Yours truly,

Wednesday, January 26, 2022

RE: Rezoning Application – 95 Hampton Rd

Chair & members of Rothesay P.A.C.

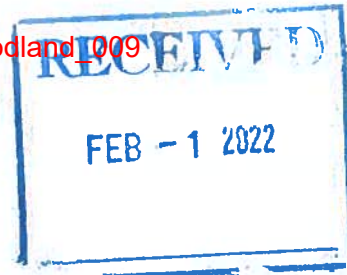
Since purchasing our home in 1975 the Municipality has slowly eroded away our beautiful neighbourhood. Apartment buildings were constructed on Scott Ave., Clark Rd., and even a small four unit was built illegally on 19 Woodland (as it was zoned single family residential at that time). Later on a mall was constructed & just recently expanded onto our street causing considerable noise disruptions for the abutting neighbours. This application approval will complete a surrounding of our home that initially was purchased on a beautiful, quiet dead-end street with wildlife & natural scenery.

- The current proposal to route traffic to Hampton Rd. is the best option from the perspective of the residents of Woodland Ave. We would be opposed to routing of traffic through Woodland Ave & **strictly opposed** to the continuance of Woodland Ave to Hampton Rd, (thus making another Scott Ave). The current updated Municipal plan currently shows no interest in the subject of opening up the street.
- There is a concern over the proposed building height shadowing our residential neighbourhood. Standard apartment buildings in this area have traditionally been three stories. Due to a poorly drained property it seems logical to forgo the sheltered parking on the main level and maintain the 36 units on three levels.
- Lowering the proposal to three stories would also permit more room for a sloped/trussed roof design, more in style with the existing buildings on Woodland Ave. Also consideration should be given to making the building of high quality design rather than typical brick & mortar institutional design.
- There is a concern over the density, width & height of a buffer between the end of the asphalt & Woodland Ave. It currently shows a 2 meter buffer zone with very limited shrubbery. We would prefer a thickly treed buffer or at least a fence of 2 meter height to restrict foot traffic from this project onto our adjoining properties.
- There is no indication of the location of refuse containers. This is a concern as many times the collector is onsite in the early hours of the day creating excessive noise.

In closing we wish to voice our concerns over this proposed development as outlined above. Our suggestion to the Town would be to consider moving the building closer to the Hampton Rd (utilizing the properties proposed for commercial) , leaving adequate parking to the rear of the building similar to many recent developments within the Town. This would alleviate many of the concerns we have raised while still allowing the properties to be developed.

Sincerely,

16 Woodland Ave  
Rothesay, N.B.



RE: Rezoning Application – 95 Hampton Rd

Members of the Rothesay Planning Advisory Committee

Our apologies for the lateness of this letter but we just received our mail & letter from the Town a few days ago!

Please accept this letter as our official opposition to the rezoning of the property at 95 Hampton Road. In recent years the mall has been allowed to expand into our street making the noise level from it unbearable. This noise starts anytime from 5:30 a.m. and continues until late in the evening. As shift workers this makes getting rest very difficult. Adding a 36 unit apartment complex directly across the street will just add to this situation. Headlights from the parking lot will be aimed directly into our front windows. The proposed buffer between this massive complex and our street is inadequate to compensate for this. There is no indication of where the dumpsters for this complex would be located but the pickup from those as well as the snow removal could be at all hours of day or night and disruptive for the neighbours.

Although not indicated in the rezoning application we are also very concerned about the possibility of opening our street to the Hampton Road. This would change our quiet dead-end neighbourhood into a fast paced busy street.

Sincerely,

[REDACTED]

18 Woodland Ave  
Rothesay, N.B.  
E2E 2K5

[REDACTED]



**BY-LAW 2-10-29  
A BY-LAW TO AMEND THE ZONING BY-LAW  
(No.2-10 Rothesay)**

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

That Schedule A, entitled "Zoning" as attached to By-Law 2-10 "ROTHESAY ZONING BY-LAW" is hereby amended, as identified on the attached sketch, identified as Attachment "2-10-29".

The purpose of the amendment is to rezone lands located lands located off Woodland Avenue and Hampton Road from Single Family Residential – Standard Zone [R1B] to the Multi-Unit Residential Zone [R4] for a 36-unit apartment building subject to the execution of a Development Agreement in accordance with the Community Planning Act, supra.

FIRST READING BY TITLE :

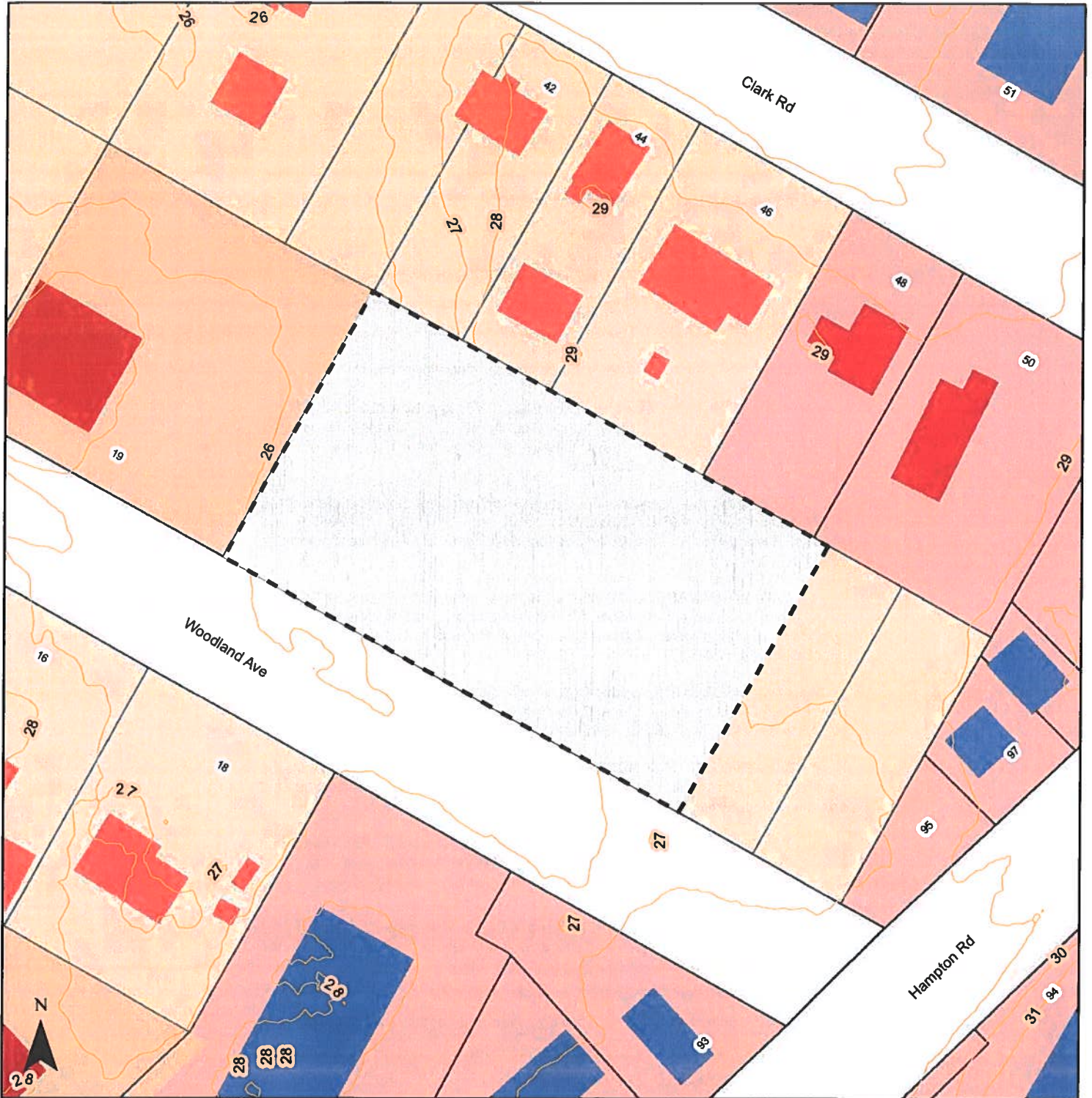
SECOND READING BY TITLE :

READ IN ENTIRETY :

THIRD READING BY TITLE  
AND ENACTED :

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK



2022-02-03, 10:48:35 AM

**Buildings**

- Commercial
- Residential

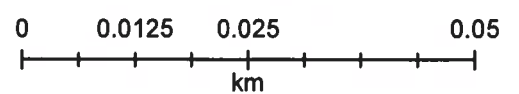
**Property Boundary**

- Property Boundary

**Zoning**

- CC
- R1B
- R4

1:800



## Rothsaya

## DEVELOPMENT AGREEMENT

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

Parcel Identifier 00242271, 30130348, 30020051, 30130355  
of Parcels Burdened (to be consolidated)  
by Agreement:

**Owner of Land Parcels: KV Properties Ltd.**  
**1 Magnolia Lane**  
**PO Box 100**  
**Rothsay, NB**  
**E2E 3L2 (Hereinafter called the "Developer")**

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

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

**WHEREAS** the Developer is the registered owner of certain lands located off Woodland Avenue (PIDs 00242271, 30130348, 30020051, 30130355) 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 an development agreement to allow for the development of thirty-six (36) unit apartment building on the Lands as described in Schedules B through D. (herein after called the "Project")

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

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

1. The Developer agrees that the total number of residential units situated on the Lands shall not exceed thirty-six (36) residential apartment units.

## Schedules

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

## Site Development

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

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

#### **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 styles of housing in Rothesay. The Developer agrees to ensure the following:
  - a. The architectural design of the building shall be, in the opinion of the Development Officer, generally in conformance with Schedule C.
  - b. All exterior mounted ventilation and related mechanical equipment, including roof mechanical units, shall be concealed by screening in a manner to reduce clutter and negative impacts on the architectural character of the building.

#### **Storm Water**

6. The Developer shall carry out, subject to inspection and approval by Town representatives, the installation of a storm water system as per Schedule E of this agreement. The Developer agrees to accept responsibility for all costs associated such installation including the following:
  - a. Construction, to Town standards, of a storm water system including pipes, fittings, precast sections for manholes and catch basins capable of removing surface water from the entire developed portion of the lands to a predetermined location selected by the Developer's Engineer and approved by the Town Engineer; and
  - b. Topsoil and hydro-seeding of shoulders of roadways.
7. The Developer agrees to submit for approval by the Town, prior to commencing any work on the storm water system such plans, as required by the Town, that shall conform with the design schematics and construction standards of the Town, unless otherwise acceptable to the Town Engineer.
8. 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.
9. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

#### **Municipal Streets**

10. 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. constructing the proposed connection of Woodland Avenue to Hampton as approved by Rothesay's Engineer;

- f. 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 meters 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 centimeters (6 cm) in diameter measured at a point being 2 meters 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.
  - g. Engineering design and inspection of those works referred to in clauses b), c) d), e) and f) of this section.
11. 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.
  12. 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.
  13. Rothesay reserves the right to assign or rename public street names, notwithstanding that names may not correspond with existing names.
  14. 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.
  15. 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**

16. The Developer shall carry out and pay for the entire actual cost of a public sidewalk and associated barrier curbing as required to comply with Town standards within the Town right-of-way and extending the sidewalk from the proposed building to the intersection of Woodland Avenue and Hampton Road, subject to inspection and approval by Rothesay's Engineer, 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:
  - b. 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.

#### **Water Supply**

17. The Developer agrees to connect to the Town's nearest and existing water system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
18. The Town agrees to supply potable water for the purposes and for those

purposes only for a maximum of thirty-six (36) residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.

19. 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.
20. 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.
21. The Developer agrees that all connections to the Town water mains shall be approved and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and that the operation of water system valves is the sole responsibility of the Town.
22. 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.
23. 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.
24. 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**

25. The Developer agrees to connect to the existing sanitary sewer system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
26. 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.
27. 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.
28. 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.
29. The Developer agrees that connection to the Town sanitary sewer system shall be supervised by the Developer's engineer and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and shall occur at the sole expense of the Developer.

**Retaining Walls**

30. 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.
31. 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**

32. The Developer does hereby indemnify and save harmless the Town from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with the Town prior to the commencement of any work hereunder a certificate of insurance naming the Town as co-insured evidencing a policy of comprehensive general liability coverage on "an occurrence basis" and containing a cross-liability clause which policy has a limit of not less than Two Million Dollars (\$2,000,000.<sup>00</sup>) 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 previously mentioned 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**

33. 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 **KV Properties Ltd.**, 1 Magnolia Lane, PO Box 100, Rothesay, NB, E2E 3L2 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**

34. 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**

35. 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.
36. Notwithstanding the preceding paragraph (47) 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 Town Engineer as being continued through to completion as continuously and expeditiously as deemed reasonable.
37. 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**

38. 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.
39. Notwithstanding Schedule D and E of this Agreement, the Town agrees that the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of one hundred twenty percent (120%) of the estimated cost to complete the required storm water management and landscaping. The security deposit shall comply with the following conditions:
  - a. security in the form of an automatically renewing, irrevocable letter of credit issued by a chartered bank dispensed to and in favour of Rothesay;
  - b. Rothesay may use the security to complete the work as set out in Schedule D and E of this Agreement including landscaping or storm water works not completed within a period not exceeding six (6) months from the date of issuance of the Occupancy Permit;
  - c. all costs exceeding the security necessary to complete the work as set out in Schedule D and E this Agreement shall be reimbursed to Rothesay; and
  - d. any unused portion of the security shall be returned to the Developer upon certification that the work has been completed and acceptable to the Development Officer.

#### **Failure to Comply**

40. 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**

41. 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**

42. 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**

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

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

**IN WITNESS WHEREOF**, each of the parties set out below has caused this Agreement, made in duplicate, to be duly executed by its respective, duly authorized officer(s) as of \_\_\_\_\_, 2022.

Witness:

**KV Properties Ltd.**

\_\_\_\_\_

\_\_\_\_\_  
Brett Taylor, Director

**Rothesay**

Witness:

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

Witness:

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

**SCHEDULE A**

**PID: 00242271, 30130348, 30020051, 30130355 (TO BE CONSOLIDATED)**



**"Not For Construction"**

[illegible]

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ALL REQUIRED PERMITS MUST BE OBTAINED PRIOR TO ANY CONSTRUCTION.

Row ID	Description	Date
--------	-------------	------

Circumstance	Percentage (%)
If someone is attacking you	85
If someone is threatening you	75
If someone is harassing you	65
If someone is insulting you	55
If someone is annoying you	45

Figure 1 shows a 2D hexagonal lattice. The lattice is composed of hexagons, with some hexagons shaded in gray. A central hexagon is labeled '1'. The lattice is bounded by a thick black line on the right and bottom, and a thinner line on the top. The top-left corner is labeled '0'.



Chick Drug Stores 41 E 56th  
Box 5500 212-377-7777 Mon-Sat 9-6 Sun 10-6

**KV PROPERTIES**

RV PROPERTIES	
1	

**APARTMENT**

95 Hampton Road Retheny, Meriden

**SITE PLAN**

SINGAPORE	
Year	Value
1990	1.0
1991	1.0
1992	1.0
1993	1.0
1994	1.0
1995	1.0
1996	1.0
1997	1.0
1998	1.0
1999	1.0
2000	1.0
2001	1.0
2002	1.0
2003	1.0
2004	1.0
2005	1.0
2006	1.0
2007	1.0
2008	1.0
2009	1.0
2010	1.0
2011	1.0
2012	1.0
2013	1.0
2014	1.0
2015	1.0
2016	1.0
2017	1.0
2018	1.0
2019	1.0
2020	1.0
2021	1.0
2022	1.0
2023	1.0
2024	1.0
2025	1.0
2026	1.0
2027	1.0
2028	1.0
2029	1.0
2030	1.0
2031	1.0
2032	1.0
2033	1.0
2034	1.0
2035	1.0
2036	1.0
2037	1.0
2038	1.0
2039	1.0
2040	1.0
2041	1.0
2042	1.0
2043	1.0
2044	1.0
2045	1.0
2046	1.0
2047	1.0
2048	1.0
2049	1.0
2050	1.0
2051	1.0
2052	1.0
2053	1.0
2054	1.0
2055	1.0
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2063	1.0
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2066	1.0
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2068	1.0
2069	1.0
2070	1.0
2071	1.0
2072	1.0
2073	1.0
2074	1.0
2075	1.0
2076	1.0
2077	1.0
2078	1.0
2079	1.0
2080	1.0
2081	1.0
2082	1.0
2083	1.0
2084	1.0
2085	1.0
2086	1.0
2087	1.0
2088	1.0
2089	1.0
2090	1.0
2091	1.0
2092	1.0
2093	1.0
2094	1.0
2095	1.0
2096	1.0
2097	1.0
2098	1.0
2099	1.0
2100	1.0

Date	18 DEC, 2021
------	--------------

Classified by <b>D.H.</b>	
Declassify on <b>E.C.</b>	Exemptions

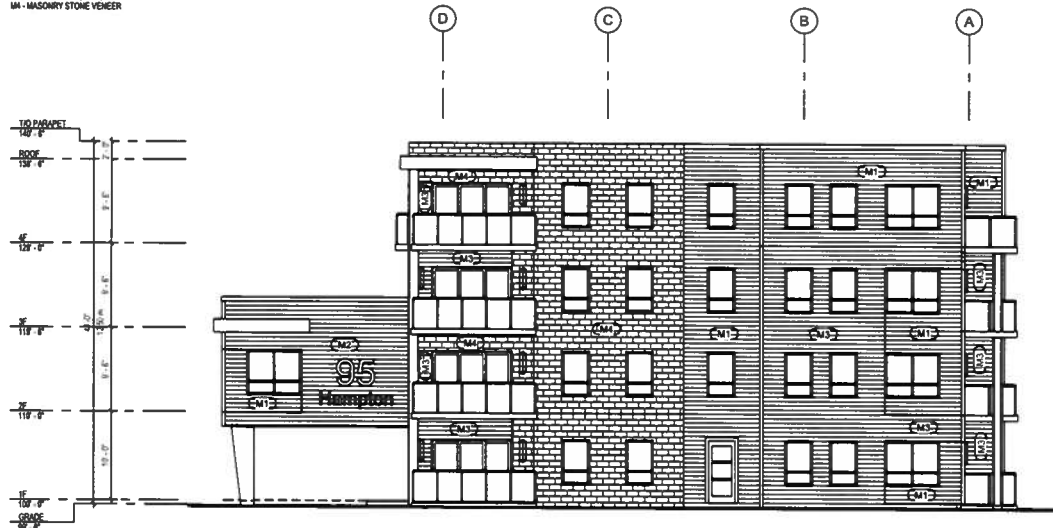
Grade	AS NOTED
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Ad.1	Page No	4405
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**MATERIALS:**

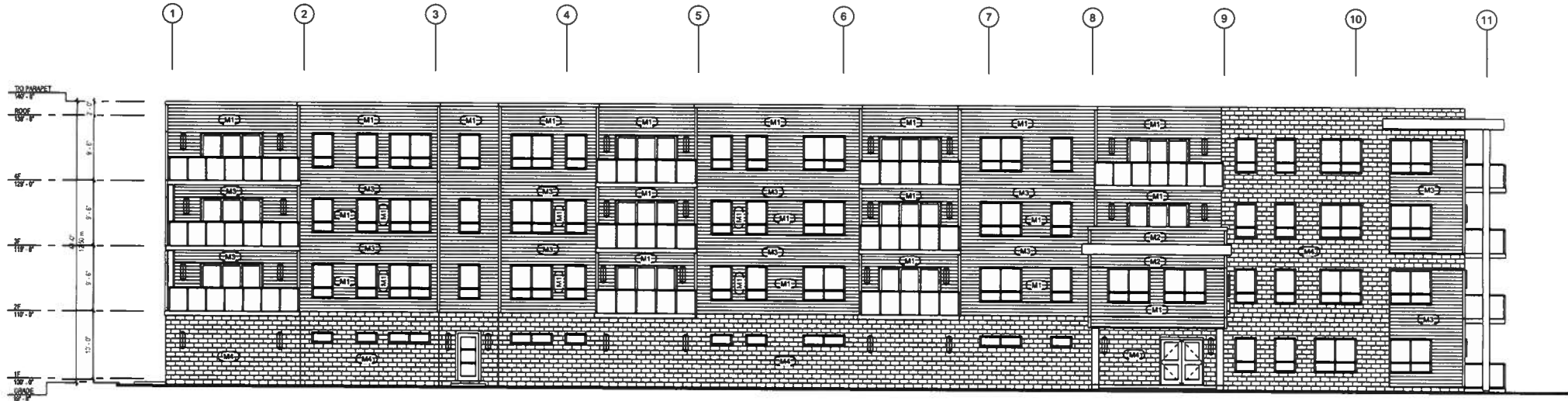
EXACT MATERIAL COLORS AS PER OWNER

M1 - HORIZONTAL METAL SIDING COLOR 1  
M2 - HORIZONTAL METAL SIDING COLOR 2  
M3 - METAL SIDING (STEAK)  
M4 - MASSIVELY STONE VENEER



**EAST ELEVATION**

1/8" = 1'-0"



**SOUTH ELEVATION**

1/8" = 1'-0"

**MATERIALS:**

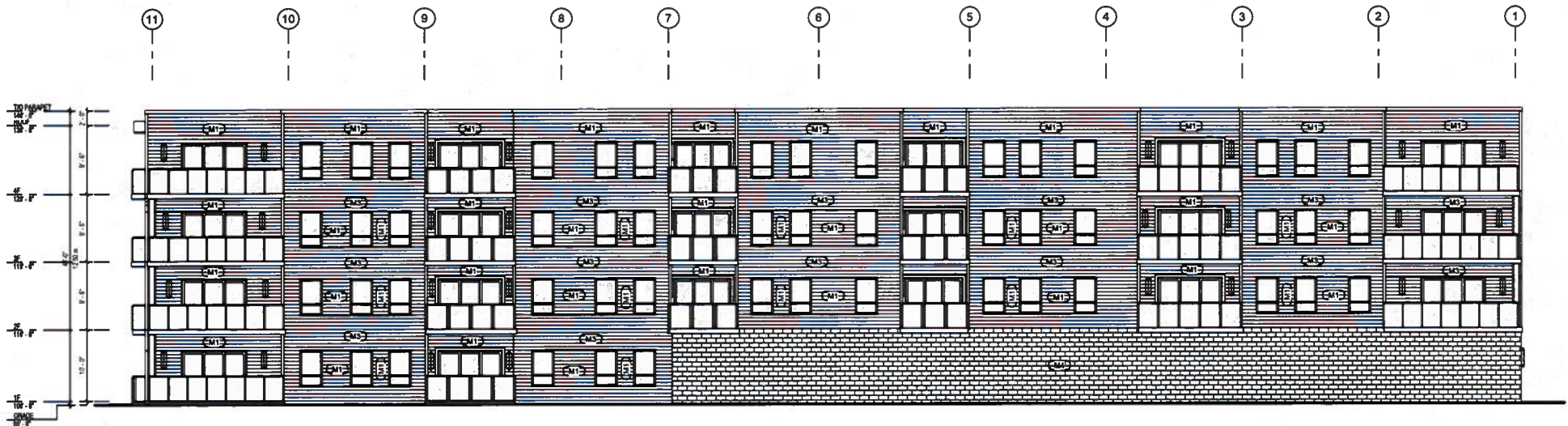
EXACT MATERIAL COLORS AS PER OWNER

M1 - HORIZONTAL METAL SIDING COLOR 1  
M2 - HORIZONTAL METAL SIDING COLOR 2  
M3 - METAL SIDING (TEAR)  
M4 - MAISONRY STONE VENEER



**WEST ELEVATION**

1/8" = 1'-0"



**NORTH ELEVATION**

1/8" = 1'-0"

## Landscape Plan

**Form 45**

**AFFIDAVIT OF CORPORATE EXECUTION**

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

Deponent: Brett Taylor  
1 Magnolia Lane  
PO Box 100  
Rothesay, NB, E2E 3L2  
Office Held by Deponent: **Director**  
Corporation: KV Properties Ltd.

Place of Execution: Rothesay, Province of New Brunswick.

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

I, BRETT TAYLOR, 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 "BRETT TAYLOR" 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 \_\_\_\_\_, 2022

BEFORE ME:

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

\_\_\_\_\_  
BRETT TAYLOR

## 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: **ROTHESAY**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: \_\_\_\_\_, 2022

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

1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
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 \_\_\_\_\_, 2022 )

BEFORE ME:

\_\_\_\_\_  
Commissioner of Oaths\_\_\_\_\_  
**MARY JANE E. BANKS**

ATTACHMENT D





DATE	DESCRIPTION	AMOUNT
01/01	Balance	100.00
01/02	Depreciation	10.00
01/03	Interest	5.00
01/04	Principal	20.00
01/05	Interest	5.00
01/06	Principal	20.00
01/07	Interest	5.00
01/08	Principal	20.00
01/09	Interest	5.00
01/10	Principal	20.00
01/11	Interest	5.00
01/12	Principal	20.00
01/13	Interest	5.00
01/14	Principal	20.00
01/15	Interest	5.00
01/16	Principal	20.00
01/17	Interest	5.00
01/18	Principal	20.00
01/19	Interest	5.00
01/20	Principal	20.00
01/21	Interest	5.00
01/22	Principal	20.00
01/23	Interest	5.00
01/24	Principal	20.00
01/25	Interest	5.00
01/26	Principal	20.00
01/27	Interest	5.00
01/28	Principal	20.00
01/29	Interest	5.00
01/30	Principal	20.00
01/31	Interest	5.00
01/32	Principal	20.00
01/33	Interest	5.00
01/34	Principal	20.00
01/35	Interest	5.00
01/36	Principal	20.00
01/37	Interest	5.00
01/38	Principal	20.00
01/39	Interest	5.00
01/40	Principal	20.00
01/41	Interest	5.00
01/42	Principal	20.00
01/43	Interest	5.00
01/44	Principal	20.00
01/45	Interest	5.00
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01/47	Interest	5.00
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01/53	Interest	5.00
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01/66	Principal	20.00
01/67	Interest	5.00
01/68	Principal	20.00
01/69	Interest	5.00
01/70	Principal	20.00
01/71	Interest	5.00
01/72	Principal	20.00
01/73	Interest	5.00
01/74	Principal	20.00
01/75	Interest	5.00
01/76	Principal	20.00
01/77	Interest	5.00
01/78	Principal	20.00
01/79	Interest	5.00
01/80	Principal	20.00
01/81	Interest	5.00
01/82	Principal	20.00
01/83	Interest	5.00
01/84	Principal	20.00
01/85	Interest	5.00
01/86	Principal	20.00
01/87	Interest	5.00
01/88	Principal	20.00
01/89	Interest	5.00
01/90	Principal	20.00
01/91	Interest	5.00
01/92	Principal	20.00
01/93	Interest	5.00
01/94	Principal	20.00
01/95	Interest	5.00
01/96	Principal	20.00
01/97	Interest	5.00
01/98	Principal	20.00
01/99	Interest	5.00
02/00	Principal	20.00

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[illegible]

The figure is a scatter plot titled "Relationship between fertility and literacy". The horizontal axis (x-axis) is labeled "Number of children per woman at birth" and has major tick marks at 0, 2, 4, 6, and 8. The vertical axis (y-axis) is labeled "Percentage of women who are literate" and has major tick marks at 0, 20, 40, 60, 80, and 100. Numerous data points are scattered across the plot area, representing different countries. There is a clear downward trend: as the number of children per woman increases, the percentage of literate women tends to decrease. For example, countries with very low fertility rates (below 2 children per woman) generally have literacy rates above 60%, while countries with higher fertility rates (above 4 children per woman) generally have literacy rates below 40%.

Architectural Consultant

Architectural Designer

**spitfire**  
DESIGN CO.  
100 West Street, Ste. 200, New York, NY 10038  
Tel: (212) 675-2747 Fax: (212) 675-2747 Email: info@spitfiredesign.com

## KV PROPERTIES

**APARTMENT**

88 Hargrave Road Redbury, Meriton

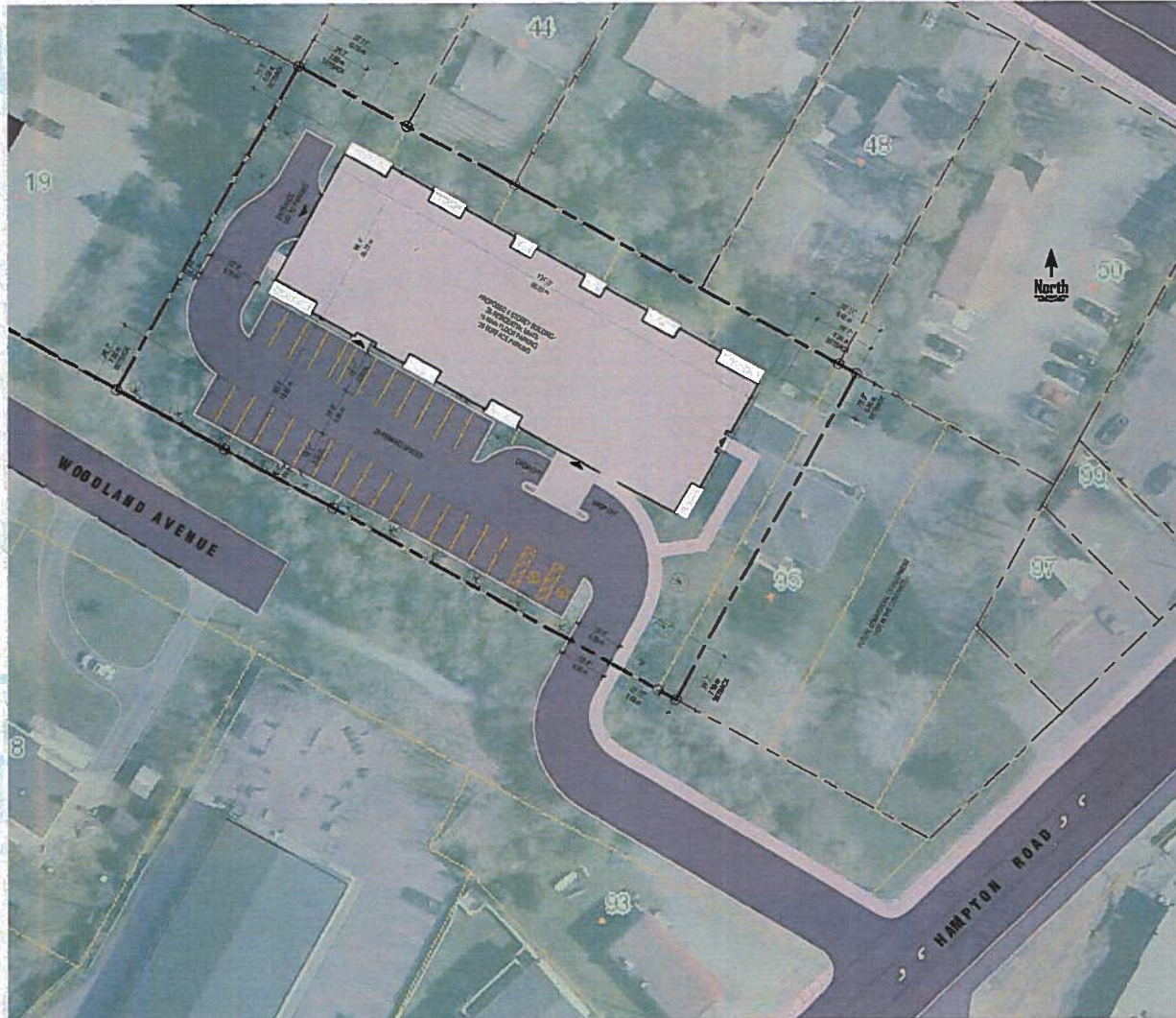
### SITE PLAN

Date	20 JAN, 2022	
Organization	D.M.	
Drawn by	E.C.	Revised
Issue	AS NOTED	
Drawn	A0.1	Revised

[illegible]

## 12-145

**Disclaimers:** The preliminary assessment was done in haste on old information provided by the client, or based on a public domain. This also is a brief and incomplete assessment which incorporates the client's statements and is not intended to be a final assessment. The goal is to provide a good starting point for further assessment and to establish broad connections or links. Second step involves further very critical assessment of risk and plan, including meeting management, service coordination, and conditions, etc.



# SITE PLAN

 $3.64 \times 10^4$



"Not For Construction"

NO.	DESCRIPTION	DATE

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Rev #	Description	Date
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**Spitfire**  
DESIGN CO.  
17 Glen Street, Westport, BC V8C 1A7  
Fax: (604) 655-8577 Cell: (250) 767-7701 Email: [adam.spitfire@spitfireco.com](mailto:adam.spitfire@spitfireco.com)

**KV PROPERTIES**

**APARTMENT**  
85 Hampton Road, Westport, BC

**ELEVATIONS**

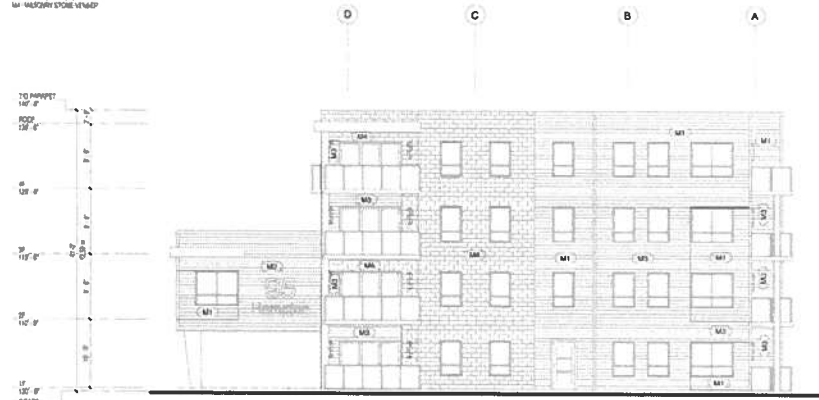
Date: 29 JAN 2022

Drawn by: E.C. Checked by: E.C.

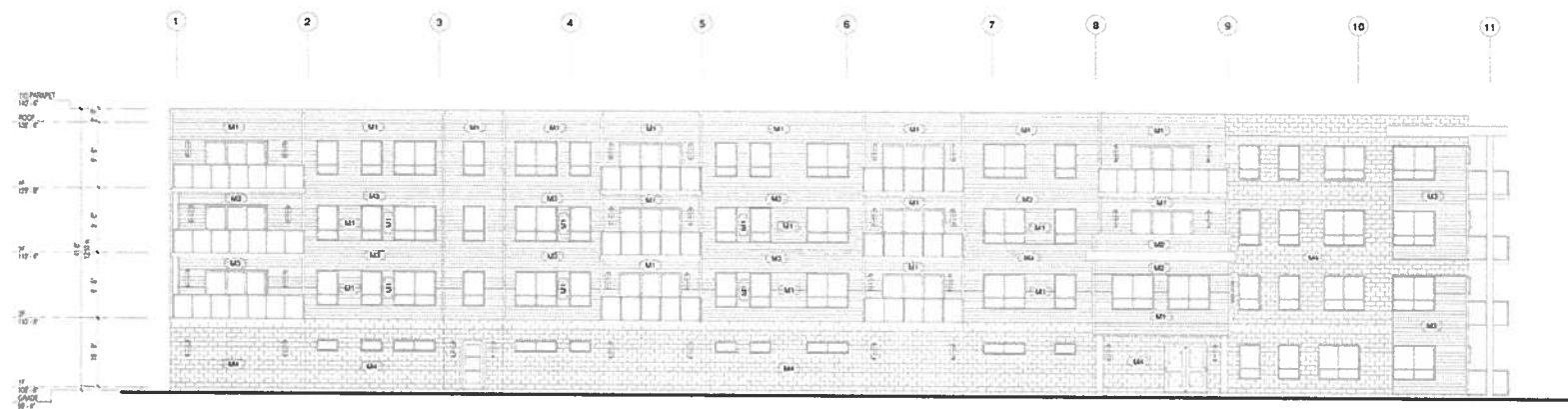
Scale: AS NOTED

Sheet: A3.1 of 4400

- LEGEND:**  
 EXACT MATERIAL COLOURS (IF AVAILABLE)  
 M1 - HORIZONTAL METAL BRASS COLOUR  
 M2 - HORIZONTAL METAL BRASS COLOUR  
 M3 - METAL BRASS COLOUR  
 M4 - METAL BRASS COLOUR



**EAST ELEVATION**  
1/8" = 1'-0"



**SOUTH ELEVATION**  
1/8" = 1'-0"



"Not For Construction"

Rev	Description	Date

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ALL REQUIRED PERMITS MUST BE OBTAINED PRIOR TO ANY CONSTRUCTION.

Rev	Description	Date

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**spitfire**  
DESIGN CO.  
17100 Steeles Avenue East #103  
Richmond Hill, Ontario L4B 1K3  
Tel: (905) 885-8777 Fax: (905) 885-2727 Email: info@spitfire.ca

**KV PROPERTIES**

**APARTMENT**  
88 Hampton Road, Markham, Ontario

**ELEVATIONS**

Date: 29 JAN, 2022

Drawn by: B.S.

Checked by: E.C.

Scale: AS NOTED

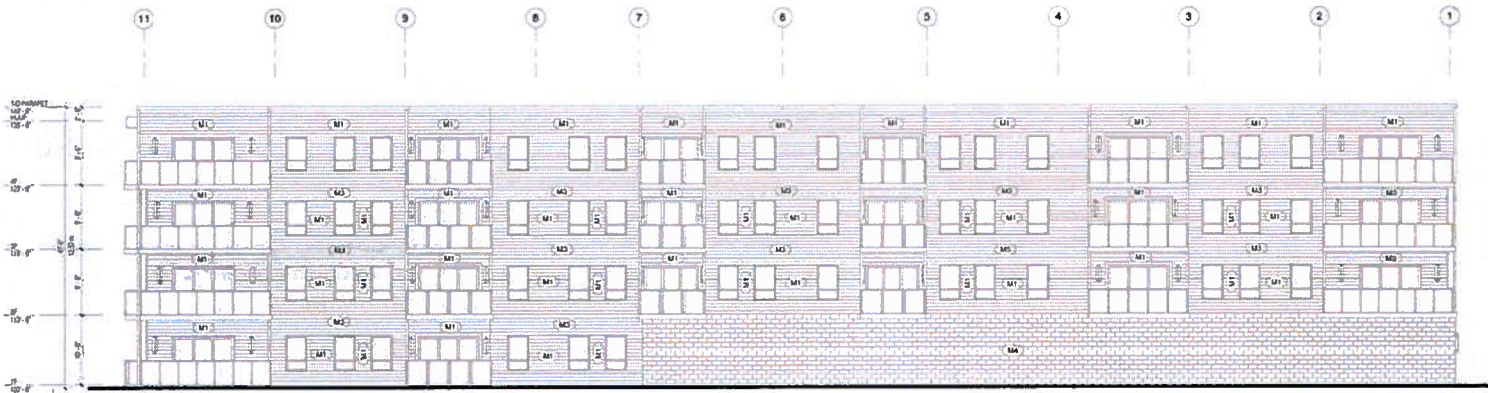
Sheet: A3.2 Page: 4 of 4

**LEGEND:**  
1. WEST WALL, BRICK, BROWN  
2. WEST WALL, BRICK, BROWN  
3. WEST WALL, BRICK, BROWN  
4. WEST WALL, BRICK, BROWN



**WEST ELEVATION**

1/8" = 1'-0"



**NORTH ELEVATION**

1/8" = 1'-0"

Ref: 21292-StormwaterReview

January 27, 2022

Mr. McLean,

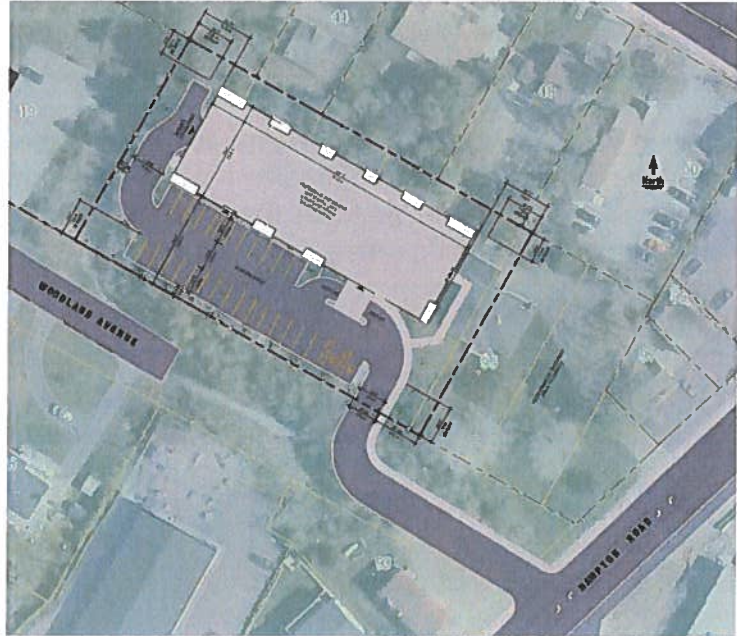
## **Re: 95 Hampton Road - KV Properties- Stormwater Review**

Don-More Surveys & Engineering Ltd. (Don-More) has been engaged to perform a high level review of a proposed development at the above address relative to a stormwater management strategy.

We have been provided with a revised conceptual site plan prepared by Spitfire Design Co. dated December 16, 2021 and this review is limited to details shown on this site plan.

### **Existing Site**

The existing site can be characterised as a generally flat area with an existing single family residence in the front area and wooded area in the rear of the site. The existing site sheet drains north to the northern edge of the property away from Hampton Road.



There is a ditch/swale along the western side of Woodland Avenue which discharges to the northern edge of the site where it flows northeast along the rear of the site towards Clark Road and enters a piped storm network.

### **Stormwater Management Approach**

The proposed site plan shows a new driveway leaving Hampton Road and entering the site, and a new building sitting on the northern portion of the site adjacent to the new parking area.

There is some discussion about the driveway changing to an extension of Woodland Avenue, but this would not change the overall approach to stormwater management.

The new site would be designed to perform stormwater management to limit peak flows to pre

development levels. Water draining from the parking areas would be directed to a Stormscepter to provide treatment of water quality. Below are preliminary design ideas for how this will be achieved.

The new building has a flat roof. We would plan to detain water on the roof of the building using flow controllers on the roof drains. Typically we design this system to pond the equivalent of 100mm of water in a 100 year event.

The new parking area would be designed to have a catch basin system which will collect the water and direct it to a Stormscepter, then discharge to the northern side of the property. The parking lot around the catch basins will be graded to create "ponds" at the catch basins and Inlet Control Devices (ICD's) will be installed on the catch basins to limit peak flows into the piped system. This results in water ponding on the parking area in peak rain events.

Following detailed design and once modelling of these two approaches has been completed, if additional measures are required to reduce peak flows we would look at either a traditional stormwater management pond at the northwestern corner of the property, or underground storage under the parking areas.

### Closing

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

Yours truly,

Don-More Surveys & Engineering Ltd.



Andrew Toole, NBLS, P.Eng.

## SUMMER SOLSTICE



DATE: JUNE 21  
TIME: 8:00 AM



DATE: JUNE 21  
TIME: 12:00 NOON



DATE: JUNE 21  
TIME: 4:00 PM

## WINTER SOLSTICE



DATE: DECEMBER 21  
TIME: 8:00 AM



DATE: DECEMBER 21  
TIME: 12:00 NOON



DATE: DECEMBER 21  
TIME: 4:00 PM

### IN HAMPTON ROAD - 36 UNIT APARTMENT REPRESENT NEW BUILDING

		SUN ANGLES				AZIMUTH	
		SOLAR NOON	8:30 AM	12:30 PM	4:30 PM	SUNRISE	SUNSET
Summer Solstice	June 21	62°	32° 22' 00"	62°	51° 02'	9:54° E	5:50° W
Equinox	March 21	42.73°	5.44° 00"	49.73°	34.49°	9:08° E	5:20° W
	September 21	42.67°	5.57° 00"	49.67°	33.59°		
Winter Solstice	December 21	24.62°	4.28° 00"	24.62°	1:36°	8:13° E	4:26° W

#### NOTES

1. Sun angles based on:
  - a) Solar noon = 12:05 pm
  - b) 66° 44' 4" hours BE/CNE after noon
  - c) 6:30 pm = 6 hours 11:25 after noon
  - (Daylight Savings Time not considered yet)
2. Sun angles measured from true horizon according to true center
3. Horizontal angles based on solar north-south, center to South, grid north
4. Exposures set at March 21 and September 21 Varying on a per-building basis.
5. Shade and shadow diagrams shown for June 21 and September 21, 8:00am to 4:00pm.



"Not For Construction"

DATE	DESCRIPTION	DATE

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Plan # Description Date

**spitfire**  
DESIGN CO.  
11400 Main Street, Suite 100, Richmond, BC V6X 1A1  
Tel: (604) 271-1111 Fax: (604) 271-1112 Email: info@spitfire.co

**KV PROPERTIES**

**APARTMENT**

65 Hampton Road, Richmond, BC

SHADOW STUDY

Date: 3 DEC, 2021

Drawn by: E.S.

Checked by: E.C.

Project: AS-HOVED

Sheet: AX.01 Page: 4 of 4

# EQUINOXES



DATE: MARCH 21  
TIME: 8:00 AM



DATE: MARCH 21  
TIME: 12:00 NOON



DATE: MARCH 21  
TIME: 4:00 PM

# EQUINOXES



DATE: SEPTEMBER 21  
TIME: 8:00 AM



DATE: SEPTEMBER 21  
TIME: 12:00 NOON



DATE: SEPTEMBER 21  
TIME: 4:00 PM

## 88 HAMPTON ROAD - 38 UNIT APARTMENT RENDERING AND SHADOW STUDY

		DAY INCHES				AZIMUTH	
		SOLAR NOON	1:00 PM	2:00 PM	4:00 PM	SUNRISE	SUNSET
Summer Solstice	June 21	12°	22° 22' 00"	32°	64.08°	6:54 "E	5:04 "W
Equinox	March 21 September 21	42° 51'	5:41 000 4:57 000	48 72° 42 51°	34.48° 32.88°	6:55 "E	5:04 "W
Winter Solstice	December 21	25.82°	4:38 000	21.21°	1:00°	6:52 "E	4:28 "W

### NOTES

1. Sun times based on:
  - 4' solar panel x 1200px
  - 800 px x 4' solar panel, solar panel
  - 4' solar panel x 1200px, solar panel
  - 4' solar panel x 1200px, solar panel
2. Sun angles measured from the horizon towards the center.
3. Horizontal angles based on solar noon, towards the center.
4. Equinoxes set at March 21 and September 21, varying in a yearly pattern.
5. Shade and shadow diagrams: Equinox for June 21 and equinox only, 12:00 PM.



"Not For Construction"

Rev	Description	Date

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AND THE NATIONAL BUILDING ACT (N.B.A.).

ALL REQUIRED PERMITS MUST BE OBTAINED PRIOR  
TO ANY CONSTRUCTION.

Rev # Description Date





88 Hampton Road, Moncton, NB  
Tel: (506) 853-8770 Fax: (506) 853-8771 Email: info@spitfire.ca

**KV PROPERTIES**

**APARTMENT**

88 Hampton Road, Moncton, NB

SHADOW STUDY

Rev: 1, 05/05/2021

Drawn by: D. M.

Scale: 1:100

Sheet: A3, NO 120

Rev: AX 02

Rev: 4, 05/05/2021



**To:** Chair and Members of Rothesay Planning Advisory Committee

**From:** Brian L. White, MCIP, RPP

Director of Planning and Development Services

**Date:** Wednesday, December 01, 2021

**Subject:** Rezoning - 36 Unit Apartment Building – 95 Hampton Road

<b>Applicant/owner:</b>	Brett Taylor, Director	<b>Applicant/owner:</b>	KV Properties Ltd.
<b>Mailing Address:</b>	14 Wiltshire Drive Quispamsis NB E2E 0E9	<b>Mailing Address:</b>	1 Magnolia Lane PO Box 100 Rothesay, NB E2E 3L2
<b>Property Location:</b>	95 Hampton Road	<b>PIDs:</b>	30130314, 30130322, 00242495, 00242495, 00242271, 30130348, 30020051, 30130355
<b>Plan Designation:</b>	Commercial & High Density	<b>Zone:</b>	R1B & Central Commercial
<b>Application For:</b>	36 unit residential apartment building		
<b>Input from Other Sources:</b>			

**ORIGIN:**

An application from Brett Taylor, Director of KV Properties Ltd. to rezone 5143.5m<sup>2</sup> (1.27 acres) of land (see Map 1) at 95 Hampton Road and Woodland Avenue from Single Family Residential – Standard Zone [R1B] and Central Commercial to the Multi-Unit Residential Zone [R4] for a 36 unit apartment building subject to the terms of a development agreement.



Figure 1 - Architectural Rendering of Proposed 36 Unit Apartment Building