

ITEM 7a

**Southeast Planning Review and Adjustment Committee /
Comité de révision de la planification de la Commission du Sud-Est**
Wednesday, October 28, 2015 / Le mercredi 28 octobre, 2015

Staff Report / Rapport du personnel

Subject / Objet : Temporary Use Application / Application pour une usage temporaire

File number / Numéro du fichier : 15-1519

From / De :



Jesse Howatt

Planner / Urbaniste

Reviewed by / Révisé par :



Kirk Brewer

Planner / Urbaniste

General Information / Information générale

Applicant / Requéant :

Emery Bourque Embou Productions Inc. and RTC

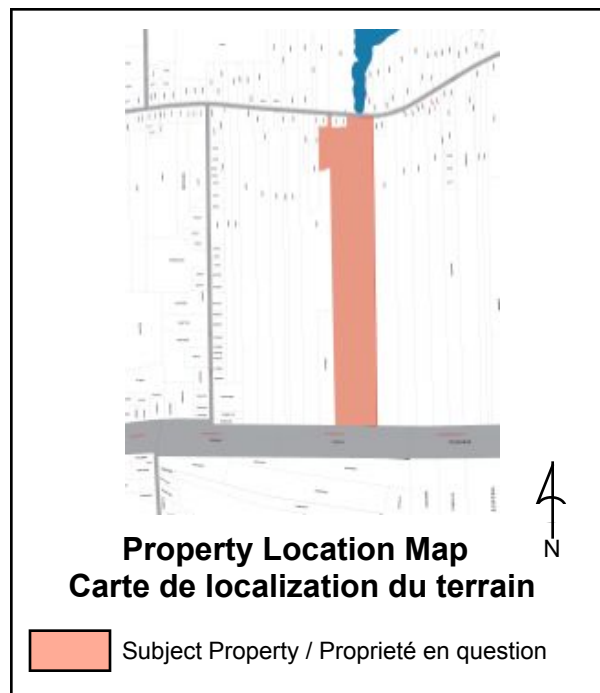
Landowner / Propriétaire :

Francis Doiron Coastal Form Work Inc.

Proposal / Demande :

The request is for a temporary permit to permit a
campground from August 5 -7 2016. /

*La demande est pour un permis temporaire pour un terrain
de camping pour le 5, 6 et 7 août, 2016.*



Site Information / Information du site

PID / NID: 70322920 00860270

Lot Size / Grandeur du lot: 41 ha

Location / Endroit :

Route 15, Communauté Rurale Beaubassin-

Current Use / Usage présent :

Fields / Champs

Zoning / Zonage :

DR

Future Land Use / Usage futur :

Temporary campground / *Terrain de camping temporaire*

Surrounding Use & Zoning / Usage des environs & Zonage :

Vacant from development / *Vacant de l'aménagement*

Municipal Servicing / Services municipaux:

None / *Aucun*

Access-Egress / Accès/Sortie :

Route 15

Policies / Politiques

The Beaubassin East Rural Plan encourages development in the tourism industry. This request is part of a tourist event (concert) from August 5 -7 2016. The following is a policy from the Beaubassin East's Rural Plan: / *Le plan rural de Beaubassin-est encourage le développement des aménagements touristique. La demande fait partie d'un événement touristique du 5, 6, et 7 août 2016. Le suivant est un politique du plan rural de Beaubassin-est:*

It is the policy of the community to recognize the importance of tourist development in the Beaubassin East Rural Community. Such development must be harmoniously integrated with the development area heritage and with the primary industries of agriculture, forestry and fishing, while being compatible with the other stated objectives and proposals. /*La communauté a pour principe de reconnaître l'importance de l'aménagement touristique de la Communauté rurale Beaubassin-est. Un tel aménagement devra être intégré, de façon harmonieuse, au patrimoine du secteur d'aménagement et aux industries primaires agricoles, sylvicole et de pêche, tout en étant compatible avec les autres objectifs et propositions énoncés.*

Zoning and/or Subdivision Regulation / Réglementations de zonage et/ou de lotissement

The Beaubassin East Rural Plan permits campgrounds in the General Commercial (GC) zone. But the request is for a temporary (3 days) campgrounds for a specific event and not for a permanent campground. / *Le plan rural de Beaubassin-est permet des terrains de camping dans la zone CG: commerce général. Mais la demande est pour un terrain de camping temporaire (3 jours) pour un événement spécifique et non pour un terrain de camping permanent.*

Internal Consultation & External Consultation / Consultations internes et externes

We discussed the request internally and with the Beaubassin East Rural Community. / *Nous avons*

discuté la demande à l'interne et avec la Communauté rurale Beaubassin-est.

Discussion

Embou Productions Inc. filed the request for a temporary permit for a temporary campground. Embou is in the process of organizing a summer concert from August 5 - 7 2016 and the campground is an important element of the event. The concert will be held in Parlee Beach Provincial Park and the campground in Beaubassin East. / *Embou Productions Inc. a fait la demande pour un permis temporaire pour un terrain de camping temporaire. Embou prend les démarches pour organiser un événement le 5, 6 et 7 août de 2016 et le terrain de camping est un élément important. Le concert sera au Parc Provincial de Parlee Beach et le terrain de camping à Beaubassin-est.*

The property in question is situated between Highway 15 and Route 133. The applicant only wants to use the part of the properties closest to Highway 15. There are three fields that may be used for camping; fields A, B and C as illustrated in the attached site plan. The location of the fields make it so that the campground will not be close to the residences on Route 133. The applicant is proposing two accesses onto Highway 15 and no access to Route 133. This is subject to the approval from the Department of Transportation and Infrastructure. Attached is a detailed site plan showing the campground layout for field A. If there is enough demand the applicant will extend the campground into fields B and C. / *Le terrain en question est situé entre l'autoroute 15 et la route 133. Le requérant veut seulement utiliser la partie des terrains sur l'autoroute 15. Il y a trois champs qui pourraient être utilisés pour le camping; les champs A, B et C comme illustré dans le plan de site ci-joint. L'emplacement des champs se fait d'une manière qu'ils ne sont pas près des résidences le long de la route 133. Le requérant propose accès sur l'autoroute 15 et non sur la route 133. Ceci est soumis à l'approbation du Ministère de transport et infrastructure. En ci-joint est un plan de site plus détaillé du champ A. S'il y a assez de demandes, le requérant va prolonger le même concept aux champs B et C.*

Also attached is a list of rules for the campground proposed by the applicant. The applicant is proposing a bus service between the campground and the concert site. He is also proposing private security on site at all times as well as RCMP presence. / *Ci-joint est une liste des règlements proposés par le requérant pour le terrain de camping. Il propose un service d'autobus qui amènerait les personnes du terrain de camping au site de concert. Il y aurait aussi la sécurité privée en tout temps et la présence de la GRC.*

The applicant also provided letters of support from the Greater Shediac Chamber of Commerce, Shediac Downtown Inc. and Shediac Cap-Pele Minor Hockey Association. In addition he provided a copy of an agreement between Embou Productions Inc. and the Department of Tourism, Heritage and Culture subject to a list of conditions with regards to the proposed concert. / *Le requérant a aussi fourni des lettres de support du Chambre de Commerce du Grant Shediac, Shediac Centre-Ville et Shediac Cap-Pele Minor Hockey Association. De plus le requérant a fourni un accord entre Embou Productions Inc. et le Ministère de Tourisme, Patrimoine et Culture.*

Public Notice / Avis public

A notice was sent to neighbouring property owners within a 60 m radius from the property in question on October 14, 2015. / *Un avis a été envoyé le 14 octobre par la poste aux propriétaires avoisinants dans un rayon de 60 m de la propriété en question.*

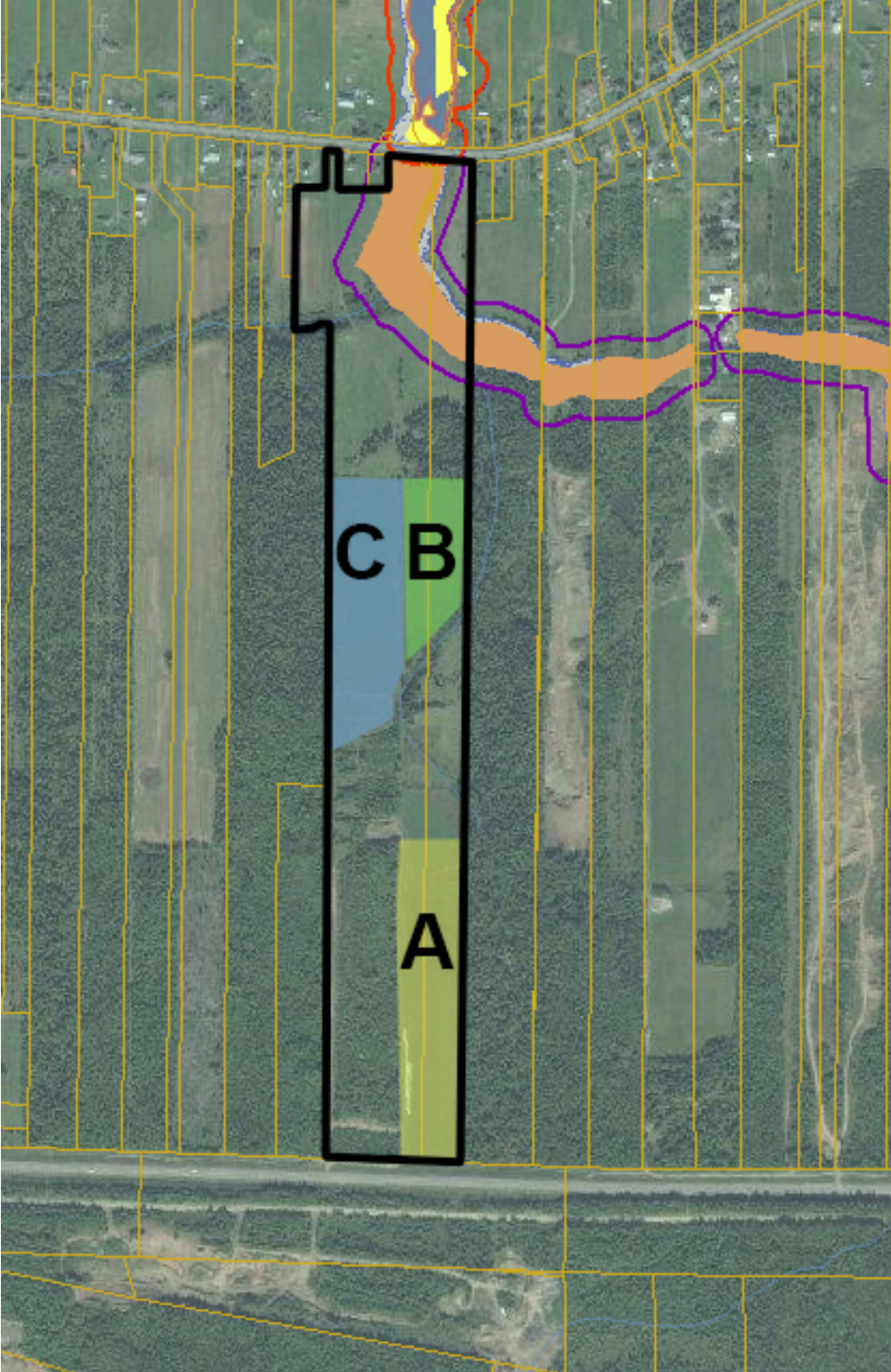
Legal Authority / Autorité légale

2.2(2) The Commission may, subject to such terms and conditions as it considers fit: / *La Commission peut, selon les modalités et conditions qu'elle juge appropriées:*

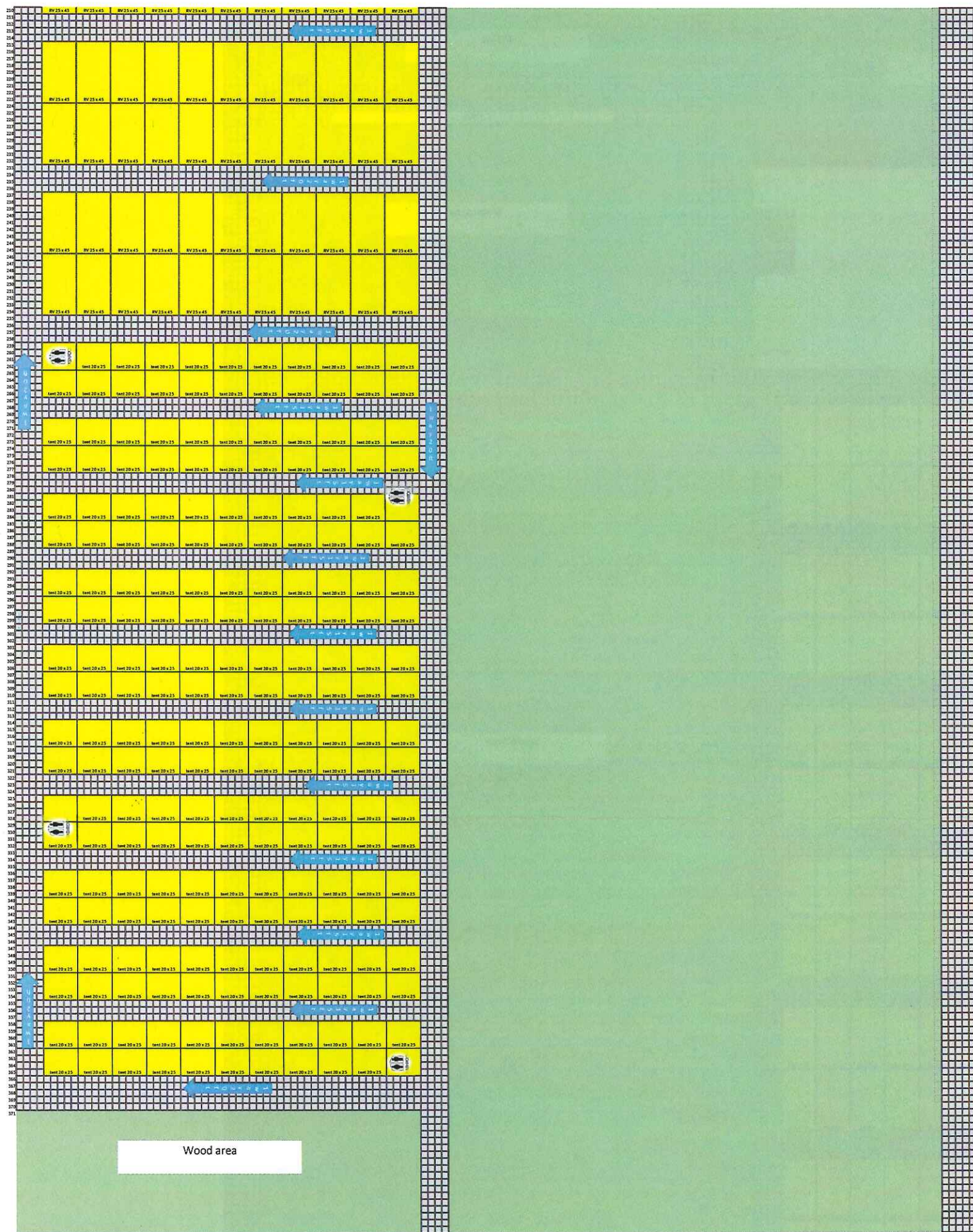
a) authorize, for a temporary period not exceeding one year, a development otherwise prohibited by this by-law. / *autoriser, pour une période provisoire d'au plus un an, un aménagement par ailleurs défendu ar le présent arrêté.*

Note: This report was written in French and translated to a bilingual document. Where a conflict exists between the two languages, the language the report was written shall prevail. / **Note:** *ce rapport a été rédigé en français et traduit en version bilingue. En cas de conflit entre les deux langues, la langue dans laquelle le rapport a été rédigé a préséance.*

Site Plan
Plan de site



Detailed Site Plan
Plan de site plus détaillé



Wood area

Field B

Field C

Campground Rules
*Règlements du terrain de
camping*

Temporary camping

Rules and Regulations & info

- Each camping attendee must have their own concert ticket and bracelet for entrance to campground
- Onsite camping opens Friday, August 5, 2016 at 8:00 AM and closes on Sunday, August 7th at 1:00 PM. Early arrival is highly recommended
- There will be on-site security at all times as well as first aid stations
- A quiet time will be determined by the campground management 12 AM – 8 AM
- yelling, rowdiness and using abusive language will not be tolerated and will result in immediate expulsion
- Promoters or landowner are not responsible for any articles misplaced, lost or stolen
- Each campsite will receive 4 bracelets and 1 vehicle pass. 2 additional bracelets can be purchased separately
- No electrical or water hook-ups will be available. Water truck will be available for fill-ups
- Campground bracelet must be worn at all times to have access to camp site (anyone without a bracelet will be removed from camping site)
- Maximum of 4 people per campsite is allowed
- There will be 3 different sections at this campground. A-RV general area, B-Family zone quiet area, C-Tenting Zone
- Under 18 years of age must be accompanied by an adult.
- Bus shuttles will be available from campground to the concert site for a fee of \$10
- There will be on site concessions but feel free to bring your own food and beverages into onsite camping.
- No glass containers, weapons, drug paraphernalia or drugs allowed
- No open flames
- No tiki torches
- No fireworks or any type of explosives
- Campers are expected to behave in a manner that is courteous to other campers
- Please note: camping passes are non-refundable. They will only work when scanned with the festival pass it was ordered with originally. If you brought multiple festival passes and one camping pass, the camping pass will only be valid with the first one from your group that arrives.
- Setup will be done 2 weeks prior to the event with a team meeting on site with all people concerned
- Private security will be on site at all time
- RCMP will have a presence
- First aids station on site (local fire department first responder)
- Portable toilets according to Department of health requirement

Letter of Support #1
Lettre de support #1



CHAMBRE DE COMMERCE DU GRAND SHEDIAC
GREATER SHEDIAC CHAMBER OF COMMERCE
C C G S • G S C C

290 rue Main Street, Unité / Unit 301, Shediac, NB E4P 2E3
t 506.532.7000 • f 506.532.6156
chambrecommerceshediac@nb.aibn.com
www.greatershediacchamber.com

Le 4 novembre 2014

Monsieur Emery Bourque
Président
Deem Productions Limited
93, rue Smith
Shediac, NB E4P 2S8

Objet: Appui au projet d'un méga spectacle à la Plage Parlee à l'été 2015

Monsieur Bourque,

Par la présence, la chambre de commerce du Grand Shediac désire vous confirmer son appui au projet d'un méga spectacle à la Plage Parlee pour l'été 2015. Nous sommes convaincus que ce genre de spectacle aura un impact positif sur la communauté d'affaires de Shediac.

Il n'y a aucun doute que le Grand Shediac sera gagnant à avoir un méga spectacle à la Plage Parlee pour aider à l'économie régionale. Avec la promotion autour de ce spectacle dans la région, Shediac aura une certaine visibilité qui sera sûrement aidé à la saison touristique.

Nous vous prions d'agréer, Monsieur Bourque, l'expression de mes sentiments distingués.

Ron Cormier,
Président

c. c. L'honorable Victor Boudreau

Letter of Support #2
Lettre de support #2



Le 3 novembre 2014

Monsieur Emery Bourque
Président
Deem Productions Limited
93, rue Smith
Shediac, NB E4P 2S8

Objet: Appui au projet d'un méga spectacle à l'été 2015 à Shediac

Monsieur Bourque,

C'est avec plaisir et empressement que nous vous confirmons l'appui du Centre-Ville Shediac Downtown Inc. au projet d'un méga spectacle à Shediac à l'été 2015. Nous sommes convaincus que ce genre de spectacle aura un impact positif sur la communauté d'affaires de Shediac.

Un spectacle de cette envergure entraînera de nombreuses retombées économiques positives pour les opérateurs touristiques de la région. De plus, ce genre d'activité peut générer des revenus de plusieurs millions de dollars dans la région et c'est pourquoi, encore une fois, nous appuyons cette initiative.

Veillez agréer, Monsieur Bourque, l'expression de mes sentiments les meilleurs.

Pierre LeBlanc,
Président

c. c. Ministre Victor Boudreau

Letter of Support #3
Lettre de support #3



OFFICIAL LICENSEE OF THE
SHEDIAC CAP-PELE
MINOR HOCKEY ASSOCIATION

2017-10-21

Shediac, Quebec
P6B 6K7
Canada

Dear Emery:

Our association understands that there may be an effort to bring a "Mega Summer concert" to Shediac next summer. The Shediac Cap Pele Minor Hockey Association would like to offer any support we can to bring such a beneficial event to our town. Far beyond the entertainment, are the economic stimuli that something like this brings to our little community is tremendous and deeply impacting.

More specifically to our organization, the impact of these summer concerts have had a massive effect on the Shediac Cap Pele Minor Hockey Association and the close to 400 kids that have been positively impacted by the benefits that organized sports and physical fitness brings to our community. Deer Production, in past events held in Shediac, has graciously partnered with and utilized hundreds of our volunteer members within the minor hockey system, in a highly organized fashion, to undertake many functions during these concert events. In return, Deer Productions donated a generous amount of concert proceeds back to our organization.

With all of the tremendous benefits that organized hockey brings to our community and our youth, hockey is an increasingly expensive sport to play. The results of previous concert events, because of these positive partnerships with Deer Productions, have brought thousands of dollars back into our non-profit organization. These proceeds, in turn, have gone directly back to our kids in the form of both decreased inscription costs as well as increased developmental opportunities. Bottom line, this has given many families the opportunity to have their kids play the wonderful game of hockey, where perhaps they would not have been able to do so.

For the record, the Shediac Cap Pele Minor Hockey Association fully supports any such initiative being planned. Past experience has illustrated to us that Deer Production goes far beyond the simple delivery of an entertainment event, they also generously give back to people of this community in ways that make a huge difference.

Please let our organization know if there is anything we can do to support you...and we look forward to partnering with you if your bid to host such an event is granted.

Sincerely,

Steven Brown

President
Shediac Cap Pele Minor Hockey Association

Agreement with Province
Accord avec la Province



April 9, 2015

Emery Bourque, President
Embou Production Inc.
93 Smith Ave.
Shediac, NB E4P 2S8

Dear Mr. Bourque,

Thank you for your letter of March 9, 2015, requesting an extension of our agreement to host a concert at Parlee Beach Provincial Park.

I can appreciate that major events such as these take time to organize, therefore, I am happy to extend our agreement to 2016. I trust that this would provide the additional time required to secure the best act.

The department currently has a number of initiatives for Parlee Beach Provincial Park to consider for 2016. Therefore, I invite you to follow up with Ms. Lynn White with the Parks and Attractions branch at 506-461-2036 or lynn.white@gnb.ca on a regular basis to keep the department apprised of developments in the planning process.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Fraser".

Hon. Bill Fraser
Minister





January 13, 2015

Mr. Emery Bourque, President
Embou Productions Inc.
93 Smith Avenue
Shediac, N.B. E4P 2S8

Letter of Agreement – Concert at Parlee Beach Provincial Park

Dear Mr. Bourque:

The Department of Tourism, Heritage and Culture is prepared to approve your request to host a concert on Parlee Beach during the 2015 tourism season under the following terms and conditions:

1. That the date of the concert is acceptable to the Minister of Tourism, Heritage and Culture (The approved dates are one of the following: July 25th, August 1st and August 8th, 2015);
2. That the concert site will be located in, and contained to, the area of Parlee Beach Provincial Park as specified by the Park Manager;
3. That the deposit in the amount of \$20,000 will be made to and held in trust by the Province of New Brunswick to cover any damages sustained by the concert site;
4. That you obtain comprehensive general liability insurance with a minimum of \$2 million liability coverage for each claim (Her Majesty the Queen in Right of the Province of New Brunswick must be named as an additional-insured in the policy);
5. That all necessary licences or permits that relate to hosting this event be obtained and that copies be provided to the Department of Tourism, Heritage and Culture prior to the event;
6. That all costs and expenses related to the organization of this event, including but not limited to the provision of water and electricity to the site, the provision of washrooms (portable), and the provision of security services are the responsibility of the concert organizer;
7. That the parking of vehicles on Parlee Beach Provincial Park property will not be permitted (The coordination of parking areas, the provision of traffic control and road closure mechanisms are the responsibility of the concert organizer);

www.gnb.ca

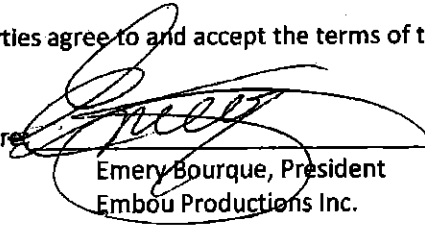


8. That the site plan detailing fencing, seating etc. be provided to and approved by the Park Manager;
9. That the security and emergency plan be provided to and approved by the Park Manager;
10. That the proper arrangements be specified to allow concert access to persons with disabilities;
11. That 10 promotional concert tickets be provided to the Department of Tourism, Heritage and Culture;
12. That the fixed amount of \$2.00 (two dollars) per ticket sold for the concert be paid to the Province of New Brunswick. The amount will be paid in two installments:
- i. The first payment, for all tickets sold to date, shall be due and payable seven days prior to the concert date.
 - ii. The second payment, for the balance of tickets sold, shall be due and payable seven days following the concert date.
 - iii. The payment must be supported by audited manifest.
13. That upon termination of the event, the concert site must be cleaned up and restored to its original condition to the satisfaction of the Department of Tourism, Heritage and Culture, at your sole cost and expense within a two week period.

Please signify your approval of this agreement by signing below and returning one copy to the Department of Tourism, Heritage and Culture.

The parties agree to and accept the terms of this agreement as stated above.


Signature: _____


Emery Bourque, President
Embou Productions Inc.

Date: _____

Jan 22 - 2015

Signature: _____


Bill Fraser, Minister
Department of Tourism, Heritage and Culture

Date: _____

Jan 16, 2015