

**Southeast Planning Review and Adjustment Committee /  
Comité de révision de la planification de la Commission du Sud-Est**

Wednesday, October 28, 2020 / Le mercredi 28 octobre, 2020

**Staff Report / Rapport du personnel**

**Subject / Objet:** Municipal Plan and Zoning By-law amendment and rezoning

**File Number/ Numéro du fichier :** 20-1744

**From / De :**



Lori Bickford  
Planner / Urbaniste

**Reviewed by / Révisé par**



Joshua Adams  
Planner / Urbaniste

**General Information / Information générale**

**Applicant / Requéant :**

Chris Pierce

**Landowner / Propriétaire :**

038491 N.B. Ltd.

**Proposal / Demande :**

To do a text amendment to the Municipal Plan & Zoning By-law to include an Intensive Resource zone in the Industrial designation.  
*/ Apporter une modification textuelle au plan municipal et à l'arrêté de zonage afin de comprendre une zone de ressources considérables dans la désignation de la zone industrielle.*

And, to rezone a portion of the property (and building) to Intensive Resource by development agreement to allow the use of an abattoir/slaughter house.  
*/ Rezonner une partie de la propriété (et du bâtiment) à la zone de ressources considérables par l'entremise d'une entente de développement en vue de permettre l'usage d'un abattoir.*

**Site Information / Information du site**

**PID / NID:** 70648589

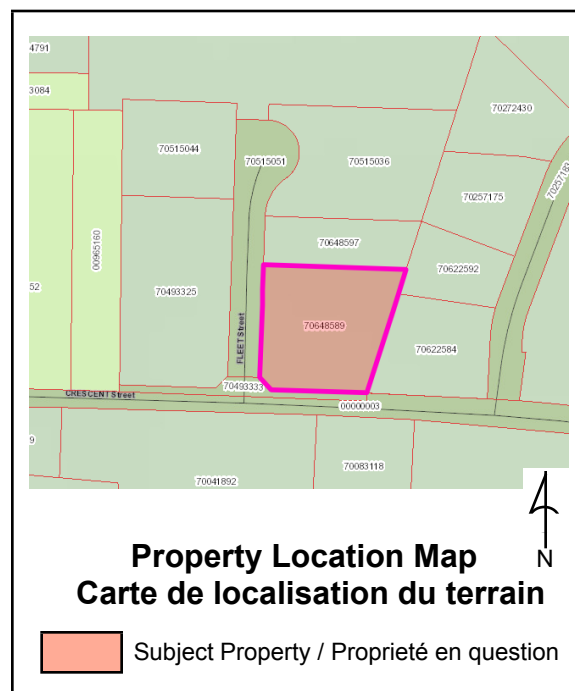
**Lot Size / Grandeur du lot:** 6060 sq meters (1.5 acres) area proposed to be rezoned 3,030 sq metres (3/4

**Location / Endroit :**

72 Crescent Street, Town of Sackville / Ville de Sackville

**Current Use / Usage présent :**

Industrial



**Zoning / Zonage :**

Industrial

**Future Land Use / Usage futur :**

Industrial

**Surrounding Use & Zoning / Usage des environs & Zonage :**

Industrial, agriculture and residential

**Municipal Servicing / Services municipaux:**

Full municipal services are available to the site

**Access-Egress / Accès-Sortie :**

Crescent Street and Fleet Street

**Policies / Politiques**

The Municipal Plan does not directly reference abattoirs. In reviewing the designations available in the Municipal Plan, the Industrial designation is the most appropriate designation to permit this activity in Town as the preamble of this designation speaks to providing an area with good highway access for distribution of products and which has limited impact on residential neighbourhoods. This is also the area where more intensive land use activities such as manufacturing and processing are required to be located. / *Le plan municipal ne fait pas directement référence aux abattoirs. Dans le cadre de l'examen des désignations disponibles au sein du plan municipal, on a constaté que la désignation de la zone industrielle est la plus pertinente pour ce genre d'activité en ville, car le préambule de cette désignation aborde l'utilisation d'un secteur doté d'un bon accès à l'autoroute aux fins de distribution des produits et d'un secteur ayant une faible incidence sur les quartiers résidentiels. En outre, il s'agit du secteur où on retrouve les activités d'utilisation des terres plus considérables, comme la fabrication et le traitement.*

As processing is permitted already within the Industrial area, which accounts for a large component of this land use, a text amendment to the Industrial designation in the Municipal Plan would permit abattoirs in the parts of the Town designated as industrial only. / *Étant donné que le traitement est déjà permis dans la zone industrielle (ce qui représente une composante importante de cet usage de terrain), une modification textuelle de la désignation de la zone industrielle du plan municipal permettrait les abattoirs dans les sections de la ville faisant seulement partie de la zone industrielle.*

Recognizing that this use should be considered on a site specific basis and address a number of items commonly associated with it, such as Provincial licensing, health and safety of the product, disposal of animal parts, blood and manure, and odour control, a separate zone (Intensive Resource) is proposed to be created which would require anyone proposing an abattoir to do so through a rezoning by a development agreement. This allows the Town to consider abattoirs on a site specific basis and address all of the issues

related to each specific abattoir and its operation through a registered agreement. / On reconnaît que cet usage devrait être envisagé en fonction de chaque site et qu'il faudrait traiter un certain nombre de questions qui y sont couramment reliées (comme les permis provinciaux, la santé et la sécurité du produit, l'élimination des parties d'animaux, du sang et du fumier ainsi que le contrôle des odeurs). Par conséquent, on propose de créer une zone distincte (la zone de ressources considérables) qui exigerait un rezonage obtenu par l'entremise d'une entente de développement afin de pouvoir proposer l'installation d'un abattoir. Cela permettrait à la Ville d'envisager les abattoirs au cas par cas et de traiter toutes les questions liées à chaque abattoir et à ses activités par l'entremise d'une entente enregistrée.

See attached Amending By-law No 243C / *Consulter l'arrêté de modification n° 243C ci-joint.*

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

Although the Town of Sackville Zoning By-law defines an abattoir it does not specify any zone in which it is a permitted use. / *Bien que l'arrêté de zonage de la Ville de Sackville définisse les abattoirs, elle ne précise pas la zone dans laquelle ils sont permis.*

It defines abattoir as “means the use of land, building or structure thereof in which animals are slaughtered”. / *Selon l'arrêté, un abattoir désigne l'utilisation d'un terrain, d'un bâtiment ou d'une structure où des animaux sont abattus.*

The only direction the Zoning By-law provides regarding this use is through the agricultural definition in which it specifies it is not an agricultural use. Agricultural use is defined as “means general farming and, without limiting the generality of the foregoing, shall include uses such as the general cultivation of land and associated production, conditioning, processing and storing of field crops, vegetables, fruit, nursery stock, pasturing of livestock and the selling of such produce on the premises and includes a farm dwelling, accessory buildings and uses. Such uses do not include a cannery, abattoir or the raising of fur bearing animals. Existing agricultural operations are permitted in all zones”. / *La seule directive contenue dans l'arrêté de zonage concernant cet usage fait partie de la définition de la zone agricole, qui précise que les abattoirs ne constituent pas un usage agricole. Dans l'arrêté, l'usage agricole désigne l'agriculture générale et, sans limiter la généralité de ce qui précède, il comprend les usages tels que la culture générale des terres et la production connexe, le conditionnement, la transformation et l'entreposage des grandes cultures, des légumes, des fruits et des produits de pépinière, le pâturage de bétail ainsi que la vente de ces produits sur les lieux, et il comprend un logement de ferme, les bâtiments annexes et les usages connexes. Ces usages n'incluent pas une conserverie, un abattoir ou l'élevage des animaux à fourrure. Les exploitations agricoles existantes sont permises dans toutes les zones.*

The proposed changes to the Zoning By-law include the addition of Part 17- Intensive Resource Zone (IR). This lists abattoirs as a permitted use and provides zone requirements such as separation distances between dwellings and abattoirs, no outdoor storage and requirements for an engineer study to ensure the municipal waste water is not negatively affected by the operation. / *Les changements proposés à l'arrêté de zonage comprennent l'ajout de l'Article 17 – Zone de ressources considérables (RC). Cet article indique que les*

*abattoirs constituent un usage permis, et il fournit les exigences liées à la zone, comme les distances de séparation nécessaires entre les logements et les abattoirs, l'interdiction de l'entreposage extérieur ainsi que les exigences concernant une étude technique confirmant que les eaux usées municipales ne sont pas touchées de façon néfaste par l'exploitation d'un abattoir.*

See attached By-law amendment 244J / Consulter l'arrêté de modification n° 244J ci-joint.

### **Internal Consultation & External Consultation / Consultations internes et externes**

Staff have consulted with the CAO and the Town Engineer regarding the proposed use. Generally the Town is supportive of the new business, especially as it relates to contributing to local food supply within the Town. They recognize that there are some potential negative impacts that are associated with the use such as noise, smell and loading areas. However, they acknowledge these details can be controlled through the development agreement process. It was also noted that the site is small for this type of land use, which will limit the scale of the operation, but acknowledged that these types of facilities are usually in rural locations. It was also noted that an Influent and effluent study is required to ensure the Town's sewage system is not negatively impacted from the waste going into the municipal system. / *Le personnel a consulté le directeur municipal et l'ingénieur municipal concernant l'usage proposé. En général, la Ville appuie les nouvelles entreprises, tout particulièrement lorsqu'elles sont liées à la contribution d'aliments locaux au sein de la Ville. Ils reconnaissent que cet usage donne lieu à certaines répercussions négatives potentielles, comme le bruit, l'odeur et les zones de chargement. Cependant, ils sont conscients qu'il est possible de contrôler ces détails au moyen du processus d'entente de développement. On mentionne également que le site est petit pour ce type d'usage, ce qui limitera la portée de l'exploitation, mais que ces types d'installations se trouvent habituellement dans des emplacements ruraux. En outre, on indique qu'une étude portant sur l'influent et l'effluent est requise pour faire en sorte que le réseau d'égouts de la Ville n'est pas touché de façon négative en raison des déchets qui sont ajoutés au réseau municipal.*

Staff have also consulted with the Environmental Impact Assessment Branch, Department of Agriculture and Department of Health. The Environmental Impact Assessment Branch indicated there are 5 triggers to an EIA regarding an abattoir: Water usage(if private), Sewage (if private), Waste disposal (if private or new disposal site), Wetlands greater than 2 ha, and rare and unique features of the environment. If the application is on municipal services and waste is disposed at an approved site, it is unlikely to trigger an EIA. Department of Agriculture has indicated they feel abattoirs fulfill the mandate of the Province to increase food sufficiency in the Province. As there are a limited number of abattoirs in the Province, they are supportive of increasing the number of abattoirs in the Province. He indicated that licensing covers many of the issues such as smell and waste disposal. The Department also encourages composting of the majority of the waste as it is a source of rich nutrients. As well it was stressed that the SRM products are required by regulation to be separated and disposed off in a approved landfill. / *De plus, le personnel a consulté la direction de l'Étude d'impact sur l'environnement, le ministère de l'Agriculture ainsi que le ministère de la Santé. La direction de l'Étude d'impact sur l'environnement a souligné que dans le cas d'un abattoir, il y a cinq éléments déclencheurs pour une EIE : l'utilisation de l'eau (s'il s'agit d'un abattoir privé), les eaux usées (s'il s'agit d'un abattoir privé), l'élimination des eaux (s'il s'agit d'un*

*abattoir privé ou d'un nouveau site d'élimination), les terres humides de plus de 2 hectares ainsi que les caractères rares et uniques de l'environnement. Si la demande porte sur un abattoir ayant accès aux services municipaux et si les déchets sont éliminés sur un site approuvé, une EIE ne sera probablement pas nécessaire. Le ministère de l'Agriculture a précisé que selon lui, les abattoirs respectent le mandat de la province visant à accroître la suffisance alimentaire au sein de la province. Comme le nombre d'abattoirs au N.-B. est limité, le ministère favorise l'augmentation de ce nombre d'abattoirs. Il indique que les permis couvrent un grand nombre de questions, comme l'odeur et l'élimination des déchets. En outre, le ministère encourage aussi le compostage de la plupart des déchets, car il s'agit d'une source riche en éléments nutritifs. On souligne qu'en fonction des règlements, les produits des matières à risque spécifié (MRS) doivent être séparés et éliminés dans un site d'enfouissement approuvé.*

Department of Health had not responded at the time of writing the report. / *Au moment de la rédaction du présent rapport, le ministère de la Santé n'a pas donné de réponse.*

## **Discussion**

The applicant is proposing to operate a licensed abattoir (slaughterhouse) and processing facility from half of the existing building located at 72 Crescent Street in the industrial park. The other half of the building will maintain industrial zoning and use. / *Le demandeur propose d'exploiter un abattoir agréé et une installation de traitement dans la moitié du bâtiment existant situé au 72, rue Crescent, dans le parc industriel. L'autre moitié du bâtiment demeurera dans la zone industrielle et il poursuivra son usage industriel.*

There is a small residential area to the west of the property. However, the 100 m separation requirement between dwellings and an abattoir of the intensive resource zone is met. There is approximately 116m between the closest dwelling and the building proposed to include the abattoir. All other dwellings in the area exceed 190 m separation. / *À l'ouest de la propriété, il y a une petite zone résidentielle. Toutefois, on respecte l'exigence en matière de séparation de 100 mètres entre les logements et l'abattoir dans une zone de ressources considérables. Le logement le plus près et le bâtiment proposé se trouvent à une distance de 116 mètres un de l'autre. Tous les autres logements de ce secteur sont à plus de 190 mètres de l'abattoir.*

The proposed abattoir will process cattle, sheep and swine. Approximately 15 head of cattle a week is proposed to be slaughtered and processed at the operation. The applicant is proposing to unload the livestock at the rear of the building directly into the building. See attached site plan. All activities associated with the abattoir and processing would be conducted enclosed inside the building. The applicant will not have any outdoor fencing or holding areas. / *L'abattoir proposé traitera les bovins, les moutons et les porcs. On propose d'abattre et de traiter environ 15 têtes de bétail par semaine. Le demandeur propose de débarquer le bétail à l'arrière du bâtiment, directement dans le bâtiment. Voir le plan du site ci-joint. Toutes les activités liées à l'abattoir et au traitement seront effectuées à l'intérieur du bâtiment. Le demandeur n'installera pas de clôture à l'extérieur ou d'aires d'élevage.*

Waste from the abattoir will be disposed of in accordance with the Provincial Abattoir Waste & Carcass

Disposal Guidelines. The applicant is also proposing that all waste associated with the abattoir such as hides and bones will be removed from the site daily to an approved location. Blood is proposed to go into a buried tank on site which will be later transferred off site or if approved to do so, may go into the municipal sewage system. No waste will be buried on the site and all waste will be removed from site for composting or proper disposal is required (to a licensed or approved composting or disposal site). There are additional requirements for the separation of Specified Risk Material (SRM), agent that causes Bovine Spongiform Encephalopathy (BSE), which is under the jurisdiction of the Canadian Food Inspection Agency. / *Les déchets provenant de l'abattoir seront éliminés conformément aux lignes directrices provinciales régissant l'élimination des déchets d'Abattoir et des carcasses. De plus, le demandeur propose que tous les déchets liés à l'abattoir, comme les peaux et les os, seront éliminés du site chaque jour dans l'emplacement approuvé. On propose de mettre le sang dans un réservoir enfoui sur le site, qui sera ensuite transféré hors site ou qui sera éliminé dans le réseau d'égout municipal, s'il est possible de le faire. Aucun déchet ne sera enfoui sur le site, et tous les déchets seront retirés du site aux fins de compostage ou d'élimination adéquate (dans un site de compostage ou d'élimination agréé ou approuvé). Il y a des exigences supplémentaires pour le tri des matières à risque spécifiées (MRS), un agent qui cause l'encéphalopathie spongiforme bovine (ESB) – cela relève de la compétence de l'Agence canadienne d'inspection des aliments.*

The Town will require the applicant to conduct an Influent and Effluent Study of the impact of the abattoir on the Municipal Wastewater lagoons to ensure that the required flow and concentration levels do not negatively affect the quantity and quality of the system before being permitted to connect to the municipal system. / *Avant de permettre le branchement de l'abattoir au réseau municipal, la ville exige que le demandeur effectue une étude portant sur l'influent et l'effluent pour vérifier l'impact de l'abattoir sur les lagunes d'eaux usées municipales afin de faire en sorte que le débit et les niveaux de concentration n'ont pas d'incidence négative sur la quantité et la qualité du réseau.*

Abattoirs are licensed under the Public Health Act by the Department of Health in conjunction with Department of Agriculture. The licensing process includes regulations on housing the livestock, cleaning requirements, transportation, waste disposal and odour suppression systems for certain activities. / *Les abattoirs sont autorisés par le ministère de la Santé et le ministère de l'Agriculture en vertu de la Loi sur la santé publique. Le processus d'octroi de permis comprend des règlements liés au logement des animaux, des exigences en matière de nettoyage, le transport, l'élimination des déchets et les systèmes de lutte contre les odeurs dans le cas de certaines activités.*

The sustainability plan of the Town of Sackville, Sustainable Sackville, states its objective for Local food System is “To ensure a healthy, nutritious and sustainable food supply that maximizes opportunities to build the social, ecological, cultural and economic capital of the community.” A local abattoir will contribute to the local food supply system and economy by processing and retailing locally. / *L'objectif en matière de système alimentaire local du plan de durabilité de la ville de Sackville (Sustainable Sackville) consiste à assurer un approvisionnement alimentaire sain, nutritif et durable qui maximise les possibilités d'amélioration du capital social, écologique, culturel et économique de la collectivité. Un abattoir local contribuera au système d'approvisionnement alimentaire local et à l'économie locale en effectuant le traitement et la vente au détail à l'échelle locale.*

## **Legal Authority / Autorité légale**

The Planning Review and Adjustment Committee receives its authority to give views regarding the by-laws through the following sections of the Community Planning Act 2017: / *Le Comité de révision de la planification doit avoir le pouvoir de faire connaître son opinion au sujet de l'arrêté par l'entremise des articles suivants de la Loi sur l'urbanisme 2017 :*

110(1) Before making a by-law under this Act, a council shall request in writing the written views of the advisory committee or regional service commission on / *Avant de prendre un arrêté en vertu de la présente loi, le conseil demande par écrit au comité consultatif ou à la commission de services régionaux de lui donner son avis écrit :*

(a) a proposed by-law in respect of which the views have not been given previously, / *sur tout projet d'arrêté relativement auquel aucun avis n'a été donné auparavant;*

## **Recommendation / Recommandation**

Staff recommend the proposed by-law amendments to include abattoirs in the industrial designation and the introduction of regulations for a new zone, Intensive Resource, as the Industrial designation is the area of Town where more intensive land use is directed and the area of Town best suited to ensuring residential separation. / *Le personnel recommande que les modifications proposées à l'arrêté comprennent les abattoirs dans la désignation de la zone industrielle et qu'elles présentent des règlements liés à une nouvelle zone de ressources considérables, car la désignation de la zone industrielle représente le secteur de la ville où se situent les utilisations plus intensives des terres et le secteur de la ville qui est le mieux adapté pour assurer la séparation résidentielle.*

Staff recommend the rezoning by development agreement of a portion of 72 Crescent street to permit the operation of an abattoir as it is capable of complying with the regulations of the Intensive Resource zone, it also supports local food supply and security. As well, the development agreement will be used to address the issues of waste disposal, location and site specific controls of the operation. (See draft agreement for imposed controls) / *Le personnel recommande le rezonage par l'entremise d'une entente de développement d'une partie de la propriété située au 72, rue Crescent, afin de permettre l'exploitation d'un abattoir, car ce dernier respecte les règlements de la zone des ressources considérables et il appuie l'approvisionnement local alimentaire ainsi que la sécurité de l'approvisionnement. De plus, on se servira de l'entente de développement pour aborder les enjeux liés à l'élimination des déchets, à l'emplacement de l'exploitation et aux contrôles propres au site de l'exploitation. (Consulter l'entente provisoire pour obtenir les contrôles imposés.)*

**Note:** This report was written in english 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 anglais et traduit en version bilingue. En cas de conflit entre les deux langues, la langue dans laquelle le rapport a été rédigé a préséance.

**By-law No 243-C**

**A By-law to Amend By-law No 243 The Town of Sackville**  
**Municipal Plan**

The Council of the Town of Sackville under the authority vested in it by Section 24 and in accordance with Section 111 of the *Community Planning Act*, SNB 2017, c.19 amends By-law No. 243, the Town of Sackville Municipal Plan and enacts as follows:

1. By-law No 243 is amended by ADDING to Section 3.2.6 Industrial/Business Park Designation the following policies:

3.2.6.4 It is a policy that within the Industrial designation, Council shall permit Industrial and Intensive Resource zones.

3.2.6.5 It is a policy that Abattoirs are only permitted in the Intensive Resource zone, through a rezoning by development agreement. In considering a request, Council shall consider the separation between residential neighbourhoods, methods of disposal of any non-domestic waste and environmental considerations.

Read a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Read a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Read a third time and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Deputy Mayor

\_\_\_\_\_  
Assistant Clerk

**BY-LAW NO. 244-J**  
**A BY-LAW TO AMEND BY-LAW NO. 244**  
**TOWN OF SACKVILLE ZONING BY-LAW**

The Council of the Town of Sackville under the authority vested in it by Section 53 and in accordance with Section 59 of the *Community Planning Act*, SNB 2017, c.19 amends By-law No. 244, the Town of Sackville Zoning By-law and enacts as follows:

1. By-law No 244 is amended by ADDING a new zone to the list of zones in the Town of Sackville Zoning By-law provided in Part 4: Zoning Classification:

**Part 17: Intensive Resource Zone - IR**

2. By-law No. 244 is further amended by adding Part 17: Intensive Resource Zone: IR to the Zoning By-law as follows:

**Part 17: Intensive Resource Zone: IR**

**17.1 Uses**

- a) Permitted Uses

Any land, building or structure may be used for the purpose of, and no other purpose:

- i) Abattoir
- b) Any accessory building or structure incidental to the main use of the land, building or structure if such main use is permitted by this subsection.

**17.2 Zone Requirements**

Any permitted use in the Intensive Resource zone (IR) must comply with the following regulations:

- a) A minimum separation distance of 100 meters shall be maintained between an abattoir and a dwelling unit;
- b) All storage and activities associated with the abattoir must be located inside a building or structure.
- c) The developer of an abattoir proposing to utilize municipal services shall provide, at the expense of the developer, an Influent and Effluent Study prepared by a New Brunswick licensed engineer of the effect of the development on the Municipal Wastewater System which shall include, but not be limited to, any additional flows and concentration levels to ensure quantity and quality limits are not exceeded.

Read a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Read a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Read a third time and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**BY-LAW NO. 244-K  
A BY-LAW TO AMEND BY-LAW NO. 244  
TOWN OF SACKVILLE ZONING BY-LAW**

The Council of the Town of Sackville under the authority vested in it by Section 53 and in accordance with Section 59 of the *Community Planning Act*, SNB 2017, c.19 amends By-law No. 244, the Town of Sackville Zoning By-law and enacts as follows:

1. By-law No 244, the Town of Sackville Zoning By-law, is amended by changing the zoning as shown on the Zoning Map Figure “1” of the Town of Sackville Zoning By-law for the portion of the lands indicated by the shaded area on Schedule “A” attached hereto and forming part hereof, from Industrial (IND) to Intensive Resource (IR) subject to the terms and conditions imposed in Schedule “B”, attached hereto and forming part hereof, the Development Agreement registered against the property.

Read a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

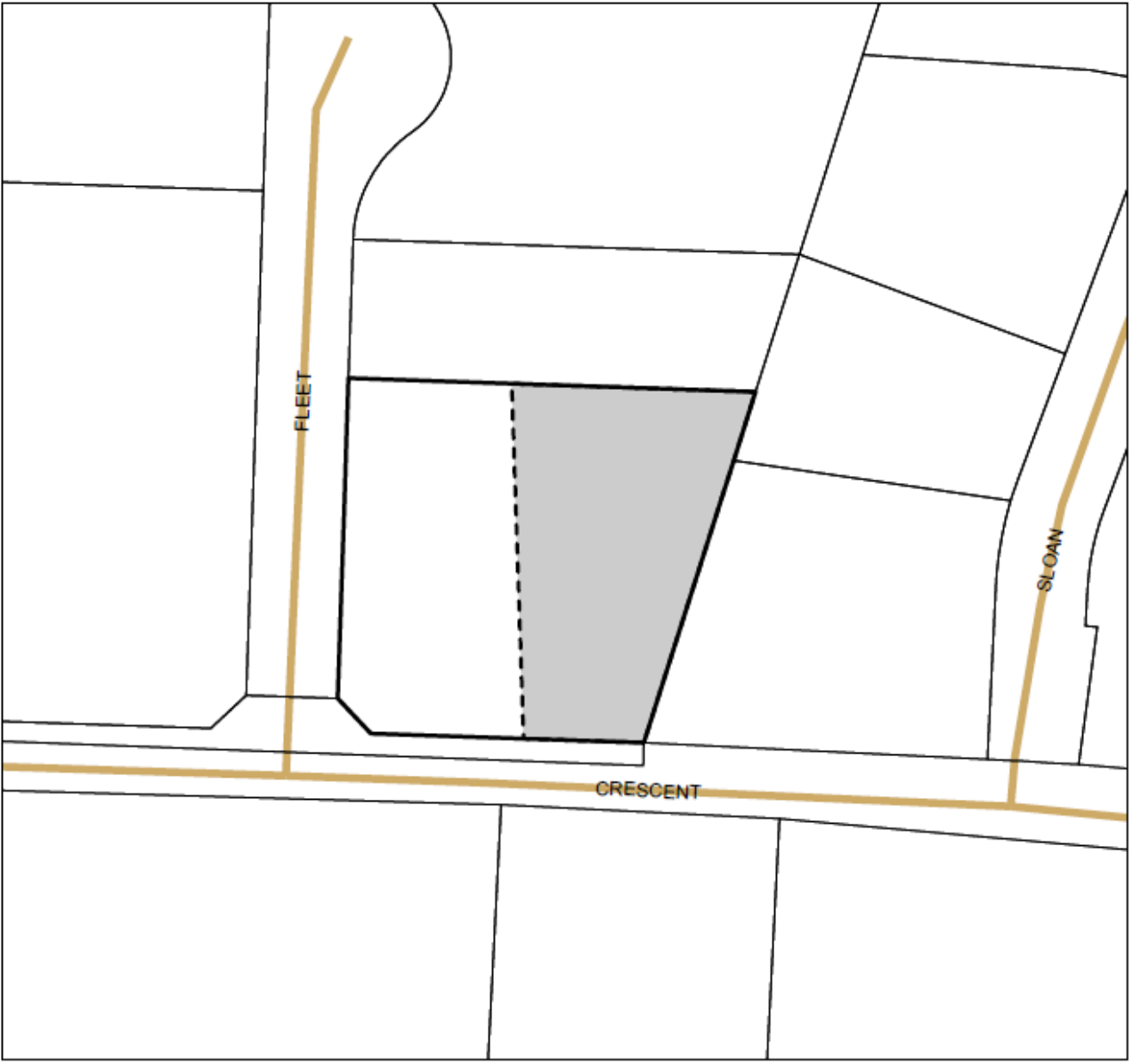
Read a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Read a third time and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

Annexe A / Schedule A  
72 Crescent Street Sackville  
ZONING MAP / CARTE DE ZONAGE  
Date: 10/9/2020



**Legend**

 Rezone to IR - Intensive Resource

 N



**Development Agreement**

**For PID Number 70648589**

**THIS DEVELOPMENT AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2021.

**BETWEEN : PIERCE, CHRISTOPHER**

(hereinafter called the “DEVELOPER”); and

**038491 NB Ltd.**

(hereinafter called the “OWNER”)

OF THE FIRST PART

**-and-**

**THE TOWN OF SACKVILLE,**  
P. O. Box 6191  
31C Main Street  
Sackville, NB E4L 1G6

(hereinafter called the “TOWN”);

OF THE SECOND PART

**WHEREAS** the OWNER as provided a landowner declaration allowing the DEVELOPER to apply for the rezoning on the property known as civic address 72 Crescent Street, Sackville being PID number 70648589, and as shown on **Appendix A** (hereinafter called the “PROPERTY”);

**AND WHEREAS** the DEVELOPER has applied to rezone a portion of the PROPERTY known as civic addresses 72 Crescent Street, Sackville being PID number 70648589 , and as shown on **Appendix B**;

**AND WHEREAS** the TOWN has agreed to rezone by development agreement, under By-law No. 244-K, A By-law to Amend By-law No. 244 Town of Sackville Zoning By-law, approved by Council on \_\_\_\_\_, the PROPERTY from Industrial to Intensive Resource subject to the terms and conditions of this development agreement;

**THEREFORE**, in consideration of the covenants, promises and agreements contained herein, the parties hereto agree as follows:

**1. DEFINITIONS**

Unless otherwise defined, all words used herein shall have the same meaning as defined in the Town of Sackville Zoning By-law. For the purpose of this development agreement the following definitions shall apply:

**Insubstantial amendments** - a modification to a specific provision of this agreement and/or any of the appendices included, which will not conflict with the general intent of this agreement and/or appendices, such as but not

limited to minor variations in the building footprint and floor plan, alterations to the building elevations, the addition of accessory structures, fences, etc.

## **2. APPENDICES**

The following appendices shall form part of this Amending Development Agreement:

Appendix 'A' - Location Map

Appendix 'B' – Area to be Rezoned

Appendix 'C' – Site Plan

Appendix 'D' - Floor Plan

## **3. LAND USE**

The PROPERTY shall be used in accordance with the following:

- a) The DEVELOPER may, pursuant to the terms of this Development Agreement, apply for a building permit to convert up to half of the building on the PROPERTY to an abattoir (the “DEVELOPMENT”) in accordance with the Appendices that form part of this Development Agreement.

## **4. COMMENCEMENT OF OPERATION**

- a) The DEVELOPER shall not commence construction of the DEVELOPMENT until a building permit has been issued by the Southeast Regional Service Commission and a license to operate an abattoir is obtained from the Department of Health.

## **5. SITE PLAN**

- a) The PROPERTY shall be developed and maintained in conformance with the Site Plan Appendix 'C' attached to this Development Agreement. Only insubstantial amendments to the Appendices will be considered, and subject to the approval of the Development Officer of the Southeast Regional Service Commission.
- b) The DEVELOPER shall unload all livestock from the rear of the property and directly into the building. All holding pens are located inside the building as indicated on Appendix 'C' and Appendix 'D' attached to this Development Agreement.
- c) The DEVELOPER shall not have outdoor pens/fencing of livestock on the property.
- d) The DEVELOPER shall not have any outdoor storage. All waste products are to be stored in an enclosed building and is removed from the site daily and disposed of in a licensed landfill or approved composting facility.
- e) The DEVELOPER shall dispose of all waste in accordance with the Province of New Brunswick Abattoir Waste and Carcass Disposal Guidelines (2014).

**6. ACCESS/EGRESS**

- a) The DEVELOPMENT and/or PROPERTY shall have access/egress from both Crescent Street and Fleet Street as more particularly indicated on Appendix 'C' attached to this Development Agreement.
- b) All livestock is to be unloaded at the rear of the property by accessing through the Fleet street access/egress.

**7. SURFACE WATER DRAINAGE**

- a) Prior to the issuance of a building permit involving soil disturbance, the DEVELOPER shall submit for the approval by the TOWN Engineer, a satisfactory Storm Water Management Plan with respect to the DEVELOPMENT prepared by a professional engineer registered to practice in the Province of New Brunswick. Such Drainage Plan shall adequately cover and address the management of the sites storm water in accordance with the TOWN'S practices and with the Department of Environment's applicable laws and regulations.
- b) That prior to the issuance of a building permit involving soil disturbance, the DEVELOPER shall submit for the approval by the TOWN Engineer, a satisfactory erosion control system for the DEVELOPMENT and such erosion control system shall adequately cover and address all of the requirements more particularly set out and described in the Department of Environment's applicable laws and regulations. Furthermore, the erosion control system shall be installed or cause to be installed by the DEVELOPER before commencing any construction work, to filter the runoff from any exposed soil before it leaves the PROPERTY or enters any drainage ditch and shall remain in place until the construction site is deemed stable by the TOWN Engineer.

**9. SERVICING**

- a) *The DEVELOPER shall provide a Influent and Effluent Study prepared by a licensed Engineer in the Province of New Brunswick demonstrating that the development does not have a negative effect on the Municipal Wastewater System, such as but not limited to, excessive flows and acceptable concentrations levels of CBOD, BOD, TSS FOG, PH, etc.*
- b) *The DEVELOPER shall connect or cause to be connected the DEVELOPMENT to the TOWN sewer and water systems for the provision of municipal sewer and water services upon the acceptance by the Town Engineer of an Influent and Effluent Study as indicated in subsection a).*
- c) *The sewer and water systems proposed for the PROPERTY shall meet all of the TOWN's requirements and be approved by the TOWN Engineer.*
- d) *All costs for the construction of the Municipal services described herein shall be paid for by the DEVELOPER.*

- e) The DEVELOPER may use a holding tank on site for the Blood and washdown material provided that a maintenance plan is provided before operation which demonstrates frequency of removal, odour suppressant and proof of an approved disposal site.
- f) Failure to comply with Subsections 9 (a) or (e) of this Development Agreement may, at the sole option of the TOWN, result in the immediate cancellation/termination by the TOWN of this Development Agreement.

**10. ENVIRONMENTAL OBSERVANCE**

- a) Any disturbance of the PROPERTY during construction shall be managed through siltation measures as approved by the TOWN Engineer.
- b) All abattoir waste and carcasses such as but not limited to, hides, bones, shall be stored temporarily onsite within structures and removed daily from the site to an approved waste composting or disposal site.
- c) The DEVELOPER will be responsible for all costs associated with required odour suppressant systems.
- d) All waste and carcass disposal shall be done in accordance with Provincial regulations and in accordance with the Abattoir Waste and Carcass Disposal Guidelines off site.

**11. APPLICATION FOR BUILDING PERMIT**

- a) The DEVELOPER shall be responsible to apply for any necessary licenses and building permits in order to develop the PROPERTY in accordance with the provisions of this Development Agreement.
- b) The DEVELOPER shall submit a standard package of building plans and construction specifications to the Development Officer of the Southeast Regional Service Commission along with any additional information and documents as may be deemed necessary and requested by the Development Officer.
- c) Before issuing the building permit the Building Inspector and Development Officer of the Southeast Regional Service Commission must be satisfied that the building plans, construction specifications, other information and documents provided by the DEVELOPER comply with the provisions of this Development Agreement.

**12. COMPLETION OF PROJECT**

- a) The DEVELOPMENT shall be started within two (2) years, and completed within three (3) years, from the registration date of this Development Agreement. Failure to meet and comply with such prescribed timeline may, at the sole option of the TOWN, result in the TOWN Council canceling this Development Agreement.

**13. REGULATIONS AND REQUIREMENTS**

- a) Notwithstanding the terms and conditions of this Development Agreement the PROPERTY and the DEVELOPMENT shall comply with the regulations of the Zoning By-law for the TOWN.
- b) Any and all existing or future Federal, Provincial or Municipal regulations, which apply to this DEVELOPMENT, must be complied with.

**14. AMENDMENTS**

- a) Except for insubstantial amendments, the DEVELOPER shall not vary or change any terms and conditions contained within this Development Agreement, unless a revised development agreement is entered into with the TOWN or a variation to the development agreement in accordance with Section 59 of the *Community Planning Act* is approved by the Town.
- b) All insubstantial amendments must be approved by the Development Officer of the Southeast Regional Service Commission.

**15. BREACH OF TERMS AND CONDITIONS**

Upon a breach by the DEVELOPER of the terms or conditions of this Development Agreement, the TOWN may:

- a) Apply to the Court of Queen's Bench for the Province of New Brunswick for an injunctive type relief;
- b) Prosecute the DEVELOPER under and pursuant to the provisions of the *Community Planning Act* and the regulations thereto;
- c) Commence legal proceedings the Court of Queen's Bench for the Province of New Brunswick for specific performance of any terms or conditions of the Development Agreement;
- d) Commence legal proceedings in the Court of Queen's Bench for the Province of New Brunswick for breach of contract;
- e) Cancel and terminate this Development Agreement, reverting the property back to its former zoning of Industrial as per the *Community Planning Act*;
- f) Undertake and pursue any legal remedies permitted by the provisions of the *Community Planning Act* and the regulations thereto; or
- g) Any combination of the above.

**16. COMPLIANCE WITH OTHER BY-LAWS AND REGULATIONS**

Nothing in this Development Agreement shall exempt the DEVELOPER from the necessity of complying with other by-laws, regulations or laws of the TOWN, the Province of New Brunswick, or of Canada. Where a conflict

occurs between this Development Agreement, by-laws, regulations or laws, the more stringent contract term or condition, law or regulation shall apply.

17. **OBSERVANCE OF THE LAW**

Subject to the provisions of this Development Agreement, the DEVELOPER shall observe and comply with all of the ordinances, by-laws and regulations of the TOWN applicable to the DEVELOPER and the DEVELOPMENT.

18. **REGISTRATION OF DEVELOPMENT AGREEMENT**

This Development Agreement shall be registered by the TOWN in the Westmorland County Registry Office, in the Province of New Brunswick.

19. **SEVERABILITY OF PROVISIONS**

It is agreed that the provisions of this Development Agreement are severable from one another and that the invalidity or unenforceability of one provision shall not prejudice the validity or enforceability of any other provision.

20. **INTERPRETATIONS**

Where the context requires, the singular shall include the plural; the feminine shall include the masculine.

21. **COSTS**

Any costs incurred by the TOWN and the DEVELOPER in association with this development agreement shall be the responsibility of the DEVELOPER and paid for by the DEVELOPER.

22. **OWNERSHIP AND CONTROL**

The DEVELOPER hereby warrant and covenant to and in favor of the TOWN that the DEVELOPER is the legal, beneficial and registered owner or otherwise control the PROPERTY and are able to give legal effect to all of the DEVELOPER'S covenants, agreements and undertakings contained in this Development Agreement.

**THIS DEVELOPMENT AGREEMENT** shall inure to the benefit of and be binding upon the parties hereto, their respective agents, heirs, executors, successors and permitted assigns.

**IN WITNESS WHEREOF**, this Development Agreement was properly executed by the respective parties hereto on the day and year first above written.

**SIGNED, SEALED AND ATTESTED**  
to by **THE TOWN OF SACKVILLE**,  
by the proper signing officers of the Town  
of Sackville duly authorized in that  
behalf, in the presence of:

TOWN OF SACKVILLE

Per: \_\_\_\_\_  
Name:  
Title: Clerk

Per: \_\_\_\_\_  
Name:  
Title: Mayor

**SIGNED AND DELIVERED**

In the presence of:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Name:  
Title: Developer

\_\_\_\_\_  
Name:  
Title: Owner

