

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 definition 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 operation of the DEVELOPMENT until a development and/or 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 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 development and/or 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 development and/or 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 an Influent and Effluent Study prepared by a Licensed Engineer in the Province of New Brunswick demonstrating the development will 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 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 PERMITS

- a) The DEVELOPER shall be responsible to apply for any necessary licenses, development and building permits 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 a 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