

ARRÊTÉ MUNICIPAL NO 19.Z2.18

MUNICIPAL BY-LAW NO. 19.Z2.18

ARRÊTÉ MODIFIANT
L'ARRÊTÉ DE ZONAGE
DE SAINT-JACQUES

BY-LAW AMENDING
THE ST JACQUES
ZONING BY-LAW

En vertu des pouvoirs que lui confère l'article 74 de la *Loi sur l'urbanisme*, le Conseil municipal d'Edmundston dûment réuni adopte ce qui suit :

Pursuant to the powers conferred by Section 74 of the *Community Planning Act*, the Council of Edmundston duly assembled enacts as follows:

L'Arrêté municipal numéro 19, arrêté relatif au zonage de Saint-Jacques (Edmundston/Zone 2) est modifié de la façon suivante :

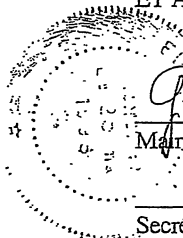
Municipal By-Law No. 19, a by-law relating to Zoning in St Jacques (Edmundston /Zone 2) is amended by the following:

1. En vertu de l'Article 39 de la *Loi sur l'Urbanisme*, modifier l'usage des terrains appartenant à J. M. Turcotte Ltée, Edmundston et Sylvio Desjardins # nid 35238773, 35271501, 35272160, 35270669, 35228154 et 35268689 située dans le Parc Industriel de Saint-Jacques, N.-B. de zone Industrielle légère à zone Industrielle lourde.
2. IL EST RÉSOLU que cette modification est sujette aux dispositions d'une l'entente conclue entre Edmundston et Boise Cascade Alljoist Ltd avant l'approbation d'un permis d'aménagement.
3. Ajouter au paragraphe 6(1) de l'arrêté municipal, l'annexe ci-jointe, intitulée : Arrêté de zonage, Saint-Jacques, Annexe A-12 en date de juin 2004

1. Pursuant to section 39 of the *Community Planning Act*, amend the use of the properties belonging to J. M. Turcotte Ltée, Edmundston et Sylvio Desjardins PID# 35238773, 35271501, 35272160, 35270669, 35228154 and 35268689 located in the Industrial Park, Saint-Jacques, N.-B. from Light industrial zone to Heavy industrial Zone.
2. BE IT RESOLVED that this amendment is subject to the provisions of an agreement concluded between Edmundston and Boise Cascade Alljoist Ltd before the approval of a development permit.
3. Add to paragraph 6(1) of the by-law, the following schedule, entitled: "Zoning By-Law" Saint-Jacques, schedule A-12 as of June 2004.

PREMIÈRE LECTURE : 14 juin 2004
(en entier)
DEUXIÈME LECTURE : 14 juin 2004
(par titre)
TROISIÈME LECTURE
(en entier)
ET ADOPTION : 21 juin 2004

FIRST READING: June 14, 2004
(in its entirety)
SECOND READING : June 14, 2004
(by title)
THIRD READING
(in its entirety)
AND ADOPTION : June 21, 2004



J. Ouellet
Maire / Mayor
P. Poirier
Secrétaire / Clerk

This instrument purports to be a copy of the original registered or filed in the Madawaska County Registry Office NB

Exemplaire présenté comme copie conforme à l'instrument enregistré ou déposé au bureau d'enregistrement du comté de Madawaska NB

18604059
number-numéro

2004-06-28
date

DEVELOPMENT AGREEMENT

THIS AGREEMENT MADE this 8 day of October 2004

BETWEEN:

BOISE ALLJOIST LIMITED, a body corporate having its head office at 1, Guimond Street, in the City of Edmundston, in the Province of New Brunswick, hereinafter referred as the « Developer »

ON THE FIRST PART;

AND:

The Corporation of the City of **EDMUNDSTON**, a municipal corporation having its head office in the City of Edmundston, County of Madawaska and the Province of New Brunswick, hereinafter referred to as the « City »

OF THE SECOND PART;

WHEREAS the party of the first part represents that it is the owner in fee simple of parcels of land formerly owned by J.M. Turcotte Inc. Edmundston (City of) and Sylvio Desjardins, lying and being in the City of Edmundston, on the South West of Industrielle Street, PID 35238773, 35271501, 35272160, 35270669, 35228154 and 35321595;

AND WHEREAS the party of the first part applied to the City of Edmundston to have the herein described parcels rezoned from Light Industrial Zone to Heavy Industrial Zone in order to permit the carrying out of a specific proposal;

AND WHEREAS the City of Edmundston has, on June 21st 2004, by **MUNICIPAL BY-LAW NO 19.Z2.18**, effectively rezoned the parcels of land herein described and has changed its designated use to accommodate the developer's specific proposal;

AND WHEREAS the City of Edmundston has, pursuant to section 39 of the Community Planning Act, resolved that these amendments be subject to the following condition: a development agreement be executed between Edmundston and the party of the first part before the approval of a development permit;

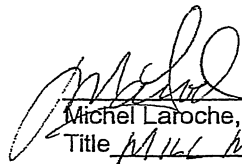
NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One dollar (\$1.00) of lawful money of Canada, now paid by the Developer and the City, each to the other (the receipt whereof is hereby acknowledged) the Developer and the City covenant and agree, each with the other, as follows:

1. The Developer agrees to bear the cost of design, preparation and installation of a reasonable green belt landscape arrangement to consist of the planting of trees, at least four to five feet in height, and shrubs on the right of way of the North East side of Industrielle Street, for an approximate length of 220 feet, at the rear of existing residential housing units and more particularly at rear of property PID 35237528, 35237536 and 35237544. Such buffer zone must be established by planting of trees and shrubs in a manner as to create landscape harmony between adjoining properties.
2. The Developer agrees to cap off, at the intersection of old Bérubé Road, an existing water line that is presently installed in the City property PID 35272160 that is to be transferred to the Developer. It is understood that the Developer shall bear the costs associated with such work to the satisfaction of the City's Public Works Department. Such existing water line is identified in yellow on the survey plan set out as schedule "A" herewith.
3. The City agrees that upon completion of item 2 above-noted, the public utility easement that is registered upon such property shall be released by executing a proper "Release of Easement" and registering it at the Madawaska County Registry office.
4. The Developer agrees to utilize only its existing roadway accesses to its property and the new access road currently under development as shown conceptually on the survey plan set out as schedule "A". Developer shall not otherwise install any new entryway or access to its property from a public street without the prior approval of City Council.
5. The Developer agrees to bear the cost of design, construction and maintenance of a 2 meter high fence with a barbwire top, to be situated at least 6 meters from Industrielle Street and at 6 meters from Bérubé Road, as identified in blue on the survey plan set out as schedule "A" herewith.
6. The Developer agrees to bear the cost of establishing a reasonable green belt buffer zone by planting trees, at least four or five feet in height, and shrubs in the area between the fence aforementioned in item 5 and Industrielle Street.
7. The City agrees to forever maintain the green belt landscaping installed by Developer pursuant to items 1 and 6 herein.
8. The Developer agrees to remain in compliance with the requirements of the Department of Environment and Local Government in relations to any of its activities pertaining to the relocated brook situated at the East of the proposed new access road.

9. The Developer agrees that there will be no permanent outside storage in the front yard (i.e. space between roadway and side of building facing Industrielle Street) on the property formerly owned by J.M. Turcotte Ltée PID 35238773, such land having since been acquired by Developer.
10. The Developer agrees that proper materials eliminating dust must be installed on all private roadway accesses on its property.
11. The Developer and the City agree that all the aforementioned undertakings must be completed by the Developer and the City within 2 years of the issuance of a building permit.
12. The Developer agrees to direct all its suppliers and transportation contractors to use the Bérubé Road to access its property with tractor-trailers or motor vehicles comprising more than two axles and will use reasonable means or efforts in order to achieve this objective.
13. This agreement, covenants, provisions and conditions contained herein shall ensure to the benefit of and be binding upon the respective successors and assigns.

IN WITNESS WHEREOF the Developer has caused its corporate seal to be affixed hereunto attested the signature of its duly authorized officers in that behalf on the 8 day of October 2004.


BOISE ALLJOIST LTD.

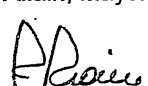


Michel Laroche,
Title MILL MANAGER

IN WITNESS WHEREOF the City has caused its corporate seal to be affixed hereunto attested the signature of its duly authorized officers in that behalf on the 8 day of October 2004.

The Corporation of the City of
EDMUNDSTON



Gérald Allain, Mayor


Roger Rioux, Clerk

CANADA


PROVINCE OF NEW BRUNSWICK


COUNTY OF MADAWASKA

I, ROGER RIOUX, of the City of Edmundston, in the County of Madawaska and the province of New Brunswick, HEREBY SOLEMLY SWEAR THAT:

1. Edmundston is a body corporate duly incorporated as a municipality under the statutes of the province of New Brunswick and as such has its office in the City of Edmundston, in the County of Madawaska and the province of New Brunswick, and that I am the city clerk of Edmundston, and as such, I am the holder of the municipal seal of Edmundston, and I have a personal knowledge of the facts herein contained.
2. The seal affixed on the document herewith attached, as purporting to be the seal of Edmundston, is the corporate seal of Edmundston and was affixed to such document by order of the City Council.
3. The signature of « Gérald Allain » on the document herewith attached purporting to be the signature of the Mayor of Edmundston is in fact the signature of « Gérald Allain », Mayor of Edmundston, and the signature of « Roger Rioux » purporting to be the signature of the City Clerk of Edmundston is in fact my signature as the City Clerk of Edmundston.
4. The Mayor and the City Clerk of Edmundston are the duly authorized officers to execute the document herewith attached.

SWORN BEFORE AT Edmundston,)
 in the County of Madawaska and)
 province of New Brunswick, on this)
 8 day of October 2004.)
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 Commissioner of oaths


 Roger Rioux