

**Region of Queens Municipality Planning Advisory Committee  
Monday September 9, 2024 6:00 p.m.**

**Agenda**

**1.0 Call to Order**

**2.0 Approval of Agenda**

**3.0 Approval of Minutes:**

**3.1 October 11, 2023**

**3.2 November 6, 2023**

**3.3 January 31, 2024**

**4.0 Grouped Dwelling Development by Development Agreement**

**5.0 Potential Amendments to Municipal Planning Strategy and Land  
Use Bylaw**

**6.0 Other**

**7.0 Adjournment**

**Planning Advisory Committee  
October 11, 2023 - 6:00 p.m.**

**Minutes**

**Present:** Councillor Maddie Charlton, Chair  
Councillor David Brown  
Councillor Carl Hawkes  
Gary Clark  
Deanna Armstrong  
Zenia Horton  
Mary White  
Jonathan Bower  
Mike MacLeod, Planner

**Regrets:** Pamela Brennan  
Linda Rafuse

**1. Call to Order -**

The meeting was called to order at 6:01 p.m.

**2. Approval of Agenda –**

It was MOVED by **David Brown** and SECONDED by **Carl Hawkes** that the Agenda be approved as circulated.

**Motion Carried Unanimously.**

**3. Approval of Minutes – June 19, 2023**

It was MOVED by **Mary White** and SECONDED by **Gary Clark** that the Minutes of June 19, 2023 be approved as circulated.

**Motion Carried Unanimously.**

#### **4. Development Agreement Request – Fixed roof Overnight Accommodation in the Lakeshore Residential (SR) Zone**

Mike MacLeod reviewed a staff report respecting a proposal to establish a fixed-roof overnight accommodation on a waterfront property in South Brookfield. The property is zoned as Lakeshore Residential (SR) under the Land Use Bylaw. While this is a use that is not permitted in the SR Zone, Council has incorporated provision within the Municipal Planning Strategy and Land Use Bylaw whereby it can consider such uses through a development agreement process. The proposal is to construct 8 rental units on the property as a nature retreat.

The subject property, identified as PID# 70191937, is a 19 acres lot located on First Christopher Lake and has approximately 1,500 feet of frontage on Highway 8. The surrounding area is primarily rural in nature with scattered low density residential development.

David Brown noted that he had reviewed the application thoroughly and felt that given the scale of the proposal, there should be a fairly light impact on the area. He does not see any major issues.

Mike noted that it was the intent of the developers to create a nature retreat and the environment was very important to them.

Mary White enquired as to what the applicants were doing for water and sewer services. Mike advised that there are no municipal services in vicinity of subject property and the development would require an on-site sewage disposal system and well.

Maddie Charlton enquired about what the process would be if additional units were requested in the future. Mike advised that the draft development agreement (DA) identifies additional units as a substantial amendment and would require the developers to go through the formal DA process.

Mary White noted that in the SR zone, such proposals are considered through a DA process, while in other rural zones, this use is not permitted. She felt that the use should also be considered in the Inland Rural and Coastal Rural zones as well. Maddie suggested adding this to the list of items to consider as potential amendments to the planning documents. Gary Clark enquired if the list of potential amendments could be distributed to Committee. Mike advised that, while the number of amendments wasn't extensive, he would do up a list of items and bring back to a future meeting.

Gary enquired as to the nature of the surrounding area and if this proposal would have an impacts, such as noise. Carl Hawkes advised that the area is very rural, with only a few houses and a provincial park next door. With the size of the lot and number of units, the impacts should be fairly low.

It was MOVED by **Carl Hawkes** and SECONDED by **David Brown**:

**That** Council of Region of Queens Municipality give notice of its intention to enter into a development agreement with Jasmine and Matthew Mallay to allow for a fixed-roof overnight accommodation operation, consisting of eight (8) rental units, on property identified as PID#70191937 and located on Highway 8 in South Brookfield;

**And That** a Public Hearing be held on November 28, 2023 in the Council Chambers of the Municipal Building, 249 White Point Road in Liverpool, NS, at 6:00 p.m.

**Motion Carried Unanimously.**

## **5. Other**

The next meeting is scheduled for Monday, November 6<sup>th</sup>, 2023 at 6:00 p.m.

## **6. Adjournment**

There being no further business, the meeting was adjourned at 6:50 p.m.

\_\_\_\_\_  
Date

**Planning Advisory Committee  
November 6, 2023 - 6:00 p.m.**

**Minutes**

**Present:** Councillor Maddie Charlton, Chair  
Councillor David Brown  
Councillor Carl Hawkes  
Gary Clark  
Pamela Brennan  
Zenia Horton  
Linda Rafuse  
Mary White  
Mike MacLeod, Planner

**Regrets:** Deanna Armstrong  
Jonathan Bower

**1. Call to Order -**

The meeting was called to order at 6:00 p.m.

**2. Approval of Agenda –**

Addition:  
5.1 Potential Amendments

It was MOVED by **David Brown** and SECONDED by **Mary White** that the Agenda be approved as amended.

**Motion Carried Unanimously.**

**3. Development Agreement Request – Grouped Dwellings in the Coastal Rural (R6) Zone**

Mike MacLeod reviewed a staff report respecting a proposal to establish a grouped dwelling development on a property in Summerville Centre. The property is zoned as Coastal Rural (R6) under the Land Use Bylaw. While this is

a use that is not permitted in the R6 Zone, Council has incorporated provision within the Municipal Planning Strategy and Land Use Bylaw whereby it can consider such uses through a development agreement process. The proposal is to construct 5 long-term rental units on property identified as PID# 70057799 and located on Highway 3 in Summerville Centre.

Mike reviewed policy which sets out ability to consider such requests, criteria to consider for development agreements and items that can be incorporated in a development agreement.

The subject property has a lot area of approximately 26,500 square feet, with approximately 200 feet of frontage on Highway 3. There is an existing two (2) unit short term rental located on the property and it is the intent of the owner that this use remain. The surrounding area is primarily rural in nature with scattered low density residential development and fixed roof overnight accommodations.

Options for consideration:

1. Maintain status quo (deny development agreement request); or
2. Enter into a development agreement with 3328333 Nova Scotia Limited to allow for grouped dwellings, consisting of seven (7) rental units, on property identified as PID#70057799 and located on Highway 3 in Summerville Centre.

Mary White noted that the size of the existing lot is only 26,500 square feet and that this would be considered as undersized in the R6 Zone, even for the existing development. This was of concern to her.

Gary Clark advised that he also had some concerns with the density of the proposed development and the property location. He did not feel that the proposal was in keeping with the nature of existing development in the area, which was primarily single unit dwellings. He does not feel that the proposed density reasonably fit in with the area. The subject lot is small, as are a lot of the surrounding properties, and he worries about potential negative impacts. The Committee discussed the application at length and the majority echoed the above concerns.

It was MOVED by **David Brown** and SECONDED by **Pamela Brennan**:

**That** Council of Region of Queens Municipality maintain status quo respecting the use of PID# 70057799, located at 7371 Highway 3 in Summerville Centre, and to not proceed with application to enter into a development agreement with 3328333 Nova Scotia Limited to allow for grouped dwellings, consisting of seven (7) units on the subject property.

**Motion Carried 7 for and 1 against.**

#### **4. Floating Homes**

Pamela Brennan reviewed some information she had come across respecting a growing trend around floating homes that are anchored in lakes and waterways. While it hasn't taken off here in Nova Scotia to any significant degree, it has in other provinces. There are many questions around how such uses would be regulated, impacts on the environment, etc. This is be something the Municipality may want to look into in greater detail in the future.

#### **5. Other**

##### **5.1 Potential Amendments**

Mike MacLeod distributed a copy of some potential amendments to the new planning documents, which could be considered in our next review. For Committees information. While not an extensive list, these are several items that have come up through administration of the documents over the past year.

The next meeting is scheduled for Monday, December 4<sup>th</sup>, 2023 at 6:00 p.m.

#### **4. Adjournment**

There being no further business, the meeting was adjourned at 7:35 p.m.

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Date

**Planning Advisory Committee**  
**January 31, 2024 - 6:00 p.m.**

**Minutes**

**Present:** Councillor Maddie Charlton, Chair  
Councillor David Brown  
Councillor Carl Hawkes  
Pamela Brennan  
Linda Rafuse  
Mary White  
Cody Jodry  
Mike MacLeod, Planner

Mitch Underhay, Roswall Development Inc.  
David Howell, Roswall Development Inc.

**Regrets:** Deanna Armstrong  
Jonathan Bower  
Gary Clark  
Zenia Horton

**1. Call to Order -**

The meeting was called to order at 6:01 p.m.

**2. Approval of Agenda –**

Addition:

6.1 South Brookfield Development Agreement - Update

It was MOVED by **Carl Hawkes** and SECONDED by **David Brown** that the Agenda be approved as amended.

**Motion Carried Unanimously.**

### 3. Large Scale Wind Farm Development by Development Agreement

Mike MacLeod reviewed a staff report respecting a proposed wind farm development in Milton. The subject properties are zoned as Inland Rural (R5) under the Land Use Bylaw. While this is a use that is not permitted in the R5 Zone, Council has incorporated provision within the Municipal Planning Strategy and Land Use Bylaw whereby it can consider such uses through a development agreement process. The proposed development site is located north of Highway 103 and west of the Mersey River in the community of Milton on 13 Crown owned properties. The lands are currently vacant wood land.

Mike reviewed policy which sets out ability to consider such requests, criteria to consider for development agreements, items that can be incorporated in a development agreement and some site-specific considerations respecting the application.

Mitch Underhay and David Howell, representing the applicants – Mersey River Wind Inc. provided some additional comments around the consultation process undertaken to date and included work with the First Nations community and establishing a community liaison committee to report on the progress of the project.

Carl Hawkes enquired as to why 33 turbines were chosen for this project? Mitch Underhay advised that there were a number of considerations including topography, First Nations consultation, existing infrastructure, etc. There is a desire to optimize the development with the least impact on the environment. Any consideration of additional turbines would be through a whole new application.

Maddie Charlton enquired about the Community Liaison Committee and applications to serve on committee. Mitch advised that there has not been a call for interest. Looking at request to serve for members of public and community groups through invitation. Purpose of Committee is primarily communication.

David Brown enquired about the utilization of roads for the project and the ability of the public to also continue to utilize. Mitch advised that there may be some interruptions during construction, but will be open for access after complete. They have actually had these conversations with the local ATV club.

Options for consideration:

1. Maintain status quo (deny development agreement request); or
2. Enter into a development agreement with Mersey River Wind Inc. to allow for the establishment of a 33 turbine generator wind farm development on portions of properties identified as PID #'s 70247176, 70247192, 70247184,

70247200, 70264213, 70225420, 70225404, 70247218, 70247168, 70032982, 70260575, 70248695 and 70166988.

It was MOVED by **David Brown** and SECONDED by **Linda Rafuse**:

**That** Council of Region of Queens Municipality give notice of its intention to enter into a development agreement with Mersey River Wind Inc. to allow for the establishment of a 33 turbine generator wind farm development on portions of properties identified as PID #'s 70247176, 70247192, 70247184, 70247200, 70264213, 70225420, 70225404, 70247218, 70247168, 70032982, 70260575, 70248695 and 70166988;

**And That** a Public Hearing be held on March 12, 2024 in the Council Chambers of the Municipal Building, 249 White Point Road in Liverpool, NS, at 9:00 a.m.

**Motion Carried unanimously.**

#### **4. Development Agreement – Queens Enviro Centre**

Mike MacLeod reviewed a staff report respecting an application to amend an existing development agreement respecting a recycling depot and processing operation on property located at 3965 Highway 3 in Brooklyn and is identified as PID# 70083902. The owners are seeking an amendment to one of the requirements of the agreement which would see the ability to replace a section of vegetative buffer with an opaque fence.

The intent of the requirement for retention of the vegetative buffer on the eastern side of the subject property was to provide a buffer between recycling depot operation and adjacent residential property to the east. Mike noted that the replacement of this vegetation with an opaque fence is essentially serving the same purpose.

As indicated in the existing agreement, this amendment would be considered non-substantive.

It was MOVED by **Carl Hawkes** and SECONDED by **David Brown**

THAT Council of Region of Queens Municipality adopt and administrative policy respecting a development agreement amendment to allow for the replacement of section of vegetative buffer on the eastern side of PID# 70083902 with an opaque fence.

**Motion Carried unanimously.**

## 5. Coastal Protection

Mary White enquired as to the role of the Planning Advisory Committee in protection of the coast. With increased coastal development and increasing impacts of climate change on the coastline, there is cause for concern. What are we responsible for / what can we do? Legislation gives municipality's ability to implement regulations.

Mike MacLeod advised that that is correct, to a point. The Municipality has adopted some of its own regulations around coastal development under its Land Use Bylaw. We have both horizontal setbacks from the shoreline and vertical elevation standards.

Mary enquired about armouring of the coastline. Mike noted that he was unsure of the Municipality's ability to regulate this sort of thing. Typically, municipal jurisdiction ends at the ordinary high water mark.

Cody Joudry noted that municipal land use regulations are in relation to development. Does this constitute development. This is definitely worthy of further investigation.

It was MOVED by **Mary White** and SECONDED by **David Brown**

That Staff investigate the Region's ability to enact regulations on shoreline protection matters.

**Motion Carried unanimously.**

## 6. Other

### 6.1 South Brookfield Development Agreement – Update

Mike MacLeod advised the Committee that this item was brought forward to Council at its October 24<sup>th</sup> meeting and a public hearing was scheduled and held on November 28<sup>th</sup>. However, just prior to the hearing, information was received from Department of Natural Resources and Renewables (DNRR) that there may be some species at risk or species of concern in the vicinity of the proposed development. As a result, this item was tabled pending further investigation.

Mike noted that subsequently, the developers met with representatives of Mersey Tobeatic Research Institute (MTRI), who walked the property to identify any potential areas of concern. MTRI prepared a report on their findings, which

has been forwarded to DNRR for review. We can then determine what options might be available to the developers to move forward. Until that time, the development agreement application remains on-hold.

Mike noted that this application has shed some light on the processes we utilize for things like development agreements and perhaps the need to investigate improved communication with provincial departments.

The next meeting is scheduled for Monday, March 4<sup>th</sup>, 2024 at 6:00 p.m.

#### **4. Adjournment**

There being no further business, the meeting was adjourned at 7:23 p.m.

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Date

## Region of Queens Municipality Staff Report

**To:** Planning Advisory Committee  
**From:** Mike MacLeod, Director of Planning and Development  
**Date:** September 9, 2024  
**Re:** Grouped Dwelling Development in Greenfield

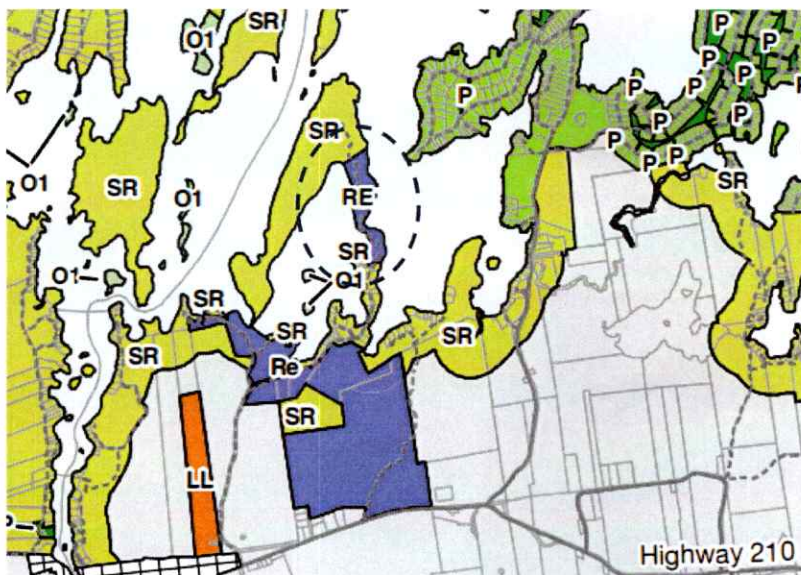
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### Background

Region of Queens Municipality has received an application to enter into a development agreement that would allow for the establishment of a grouped dwelling development (bareland condominium) on a vacant parcel of land in Greenfield. Property is identified as PID# 70116660. A copy of the application is attached as Appendix A.

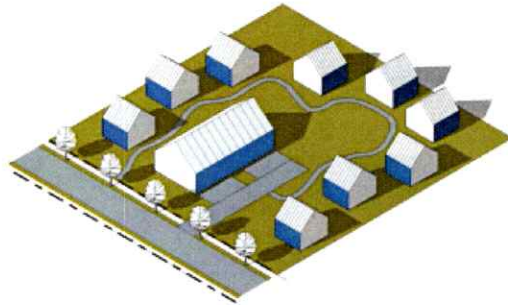
### Details

The property is zoned as Resort (Re) under the Land Use Bylaw and has a future land use designation of Rural (RUR) under the Municipal Planning Strategy.



Zoning Map

**DWELLINGS, GROUPED** means three or more dwelling units contained in two or more dwellings located on a single lot.



Grouped Dwellings is a use that is not permitted as of right in the Resort (Re) Zone. This being said; however, Council has incorporated provision within the Municipal Planning Strategy and Land Use Bylaw whereby it can consider such uses through a development agreement process.

#### Residential Uses in Rural Zones

	R5	R6	SL	SR	Re	CR	SPECIAL REQ's
Accessory Dwelling	P	P	P	P	P	P	S7.1
Bed and Breakfast - 5 or fewer sleeping units	P	P	-	DA	P	P	
More than 5 sleeping units	DA	DA	-	-	P	P	
Boarding House - 5 or fewer sleeping units	P	P	-	-	-	P	
Converted Dwelling - 5 or fewer dwelling units	P	P	-	-	-	P	S7.5
Duplex Dwelling	P	P	P	P	P	P	
Grouped Dwellings - 4 or fewer dwelling units	S	S	-	DA	DA	S	
More than 4 dwelling units	DA	DA	-	DA	DA	DA	
Home-based Business - Level 1	P	P	P	P	P	P	S7.9
Level 2	P	P	-	-	-	P	
Mobile Home	P	P	P	P	P	P	S13.11(c) & (d)
Multi-unit Dwelling - 4 or fewer dwelling units	S	S	-	-	DA	S	
More than 4 dwelling units	-	-	-	-	DA	-	
Nursing Home	P	P	-	-	DA	P	
Recreational Vehicle Parking Site	P	P	P	P	P	P	S7.13
Residential Care Facility	-	-	-	-	DA	P	
Semi-detached Dwelling	P	P	-	-	P	P	
Short-term Rental	P	P	P	P	P	P	S7.14
Single-unit Dwelling	P	P	P	P	P	P	
Small Options Home	P	P	P	P	P	P	
Triplex Dwelling	P	P	-	-	P	P	

P = permitted | S = site plan approval | DA = development agreement

Section 5.5.2 of the Municipal Planning Strategy sets out that:

#### **5.5.2 Grouped Dwellings in Rural Zones**

Grouped dwellings are a form of residential development in which multiple residential buildings are located on one lot. The development can be owned by one landowner with residential units rented out to individual households, or the land can be owned in common through mechanisms such as condominiums or cooperative housing trusts. In rural areas, this approach to residential development allows for the creation of semi-public services (shared septic systems, shared wells, share amenities, shared "roads", etc.) while at the same time implementing an ownership structure that assigns responsibility for the long-term, sustainable upkeep of these services.

Grouped dwellings could, for example, be used to create cottage developments around lakes or "resort villages" in areas near to traditional resorts. Grouped dwellings can also allow for clustered housing development, in which the average density of the development is similar to a traditional subdivision, but houses are clustered closer together to leave much of the land undisturbed for recreation or conservation purposes. Council intends to allow this form of housing development in rural areas by development agreement.

**Policy 5-51:** Council shall consider grouped dwelling developments in the Inland Rural Zone, Coastal Rural Zone, Lakeshore Residential Zone, Resort Zone, and Rural Commercial Zone by development agreement, subject to the policies of Section 6.4 and the implementation of a servicing plan to ensure shared services, such as septic and internal driveways, do not become the maintenance responsibility of the Municipality.

### **6.4 Development Agreements**

#### **6.4.1 Context**

*A development agreement is a written legal agreement between Council and a property owner. It "runs with the land"; hence, the terms of the agreement do not cease if the land is sold or if the property owner dies.*

*The development agreement is a mechanism through which Council can oversee the implementation of a development proposal that would not otherwise be permitted by the standards established in the applicable zone. This can allow a proposal to better fit the specific constraints or opportunities provided by a site.*

*A development agreement allows or limits the development to the use or types of uses actually proposed and outlined in the agreement. This allows Council to have a finer-grained level of control over the proposed development, and to implement specific measures to mitigate potential impacts. To change the*

development to another use that is not listed in the development agreement would require an amendment to the agreement, which would be evaluated against the policies in this Plan. In accordance with the Municipal Government Act, the types of development that may be considered by a development agreement must be clearly identified in the Plan.

#### **6.4.2 Adopting and Amending Development Agreements**

**Policy 6-13:** Council shall consider entering into a new development agreement where such an agreement is enabled by policies elsewhere in this Plan. Where Council approves a development agreement, the development agreement shall:

- (a) specify the development, expansion, alteration, or change permitted;
- (b) specify the conditions under which the development may occur; and
- (c) set terms by which Council may amend or terminate and discharge the agreement.

**Policy 6-14:** Council shall not approve or amend a development agreement unless Council is satisfied the proposed agreement is consistent with the enabling policy and the general criteria set out in Policy 6-21.

When evaluating development agreements, Council must be cognizant of the overall goals and policies of this MPS. In particular, it should have regard to the criteria listed in Policy 6-21.

**Policy 6-21:** Council shall not amend the Land Use Bylaw or approve a development agreement unless Council is satisfied the proposal:

- (a) is consistent with the intent of this Municipal Planning Strategy;
- (b) does not conflict with any Municipal or Provincial programs, bylaws, or regulations in effect in the municipality;
- (c) is not premature or inappropriate due to:
  - (i) the ability of the Municipality to absorb public costs related to the proposal;
  - (ii) impacts on existing drinking water supplies, both private and public;
  - (iii) the adequacy of central water and sewage services or, where such services are not available, the suitability of the site to accommodate on-site water and sewage services;
  - (iv) the creation of excessive traffic hazards or congestion on road, cycling, and pedestrian networks within, adjacent to, or leading to the proposal;
  - (v) the adequacy of fire protection services and equipment;
  - (vi) the adequacy and proximity of schools and other community facilities;

- (vii) *the creation of a new, or worsening of a known, pollution problem in the area, including, but not limited to, soil erosion and siltation of watercourses;*
- (viii) *site-specific climate change risks;*
- (ix) *the potential to create flooding or serious drainage issues, including within the proposal site and in nearby areas;*
- (x) *impacts on known habitat for species at risk;*
- (x) *light pollution and impacts on dark sky views, especially in the vicinity of the Kejimikujik Dark-Sky Preserve;*
- (xi) *the suitability of the site in terms of grades, soil and geological conditions, the location of watercourses and wetlands, and proximity to utility rights-of-way; and*
- (xiii) *negative impacts on the viability of existing businesses in the surrounding community, including, but not limited to, the risk of land use conflicts that could place limits on existing operational procedures.*

## Considerations

- PID# 70191937 has a lot area of approximately 36 acres.
- The area is rural in nature with scattered low density residential development.
- The property is accessed off a private road known as Laurie Wamboldt Road.
- Proposal is for a 41 unit bare land condominium development, which falls under the land use classification of grouped dwellings.
- No municipal services in vicinity of subject property. Development would require on-site sewage disposal system(s) and well(s) / lake water.
- The intent of the developers is that the dwellings be serviced by shared sewer system(s) and that water supply come from adjacent Ponhook Lake.

## Potential Options

1. Maintain status quo (deny development agreement request); or
2. Enter into a development agreement with 4557380 Nova Scotia Limited to allow for the establishment of a grouped dwelling development, consisting of forty one units, on property identified as PID#701 16660 and located off Laurie Wamboldt Road in Greenfield.

## Tentative Timeframe

<u>Date</u>	<u>Procedure</u>
September 9, 2024	Planning Advisory Committee
September 24, 2024	Council
October 2, 2024	First Public Notice
October 9, 2024	Second Public Notice
October 22, 2024	Public Hearing
October 22, 2024	Council
October 30, 2024	Notice of Passing
November 14, 2024	Appeal Period Ends

A draft copy of the development agreement has been prepared for discussion purposes and is attached hereto as Appendix B.

## Applicable Legislation

Municipal Government Act.

## Recommendation

**That** Council of Region of Queens Municipality give notice of its intention to enter into a development agreement with 4557380 Nova Scotia Limited to allow for the establishment of a grouped dwelling development, consisting of forty one units, on property identified as PID#70116660 and located off Laurie Wamboldt Road in Greenfield.

**And That** a Public Hearing be held on October 22, 2024 in the Council Chambers of the Municipal Building, 249 White Point Road in Liverpool, NS, at 6:00 p.m.

# Appendix A



Region of Queens Municipality

## REGION OF QUEENS MUNICIPALITY LAND USE BYLAW AMENDMENT & DEVELOPMENT AGREEMENT APPLICATION

For Internal Use Only

Acceptance Date: July 12/24  
Processing Date: \_\_\_\_\_



### 1. Application Type:

- Land Use Bylaw Amendment  
 Development Agreement

### 2. Property Information:

Civic address of subject property - 342 Laurie Wamboldt Rd, Greenfield, NS

Property Identification Number (PID) - 70116660

Present use of subject property - Campground

Proposed Use of subject property - 41 grouped dwellings

Existing Lot Size - 36 Acres

Existing Lot Frontage - N/A

### 3. Property Owner Information:

Name - 4557380 Nova Scotia Ltd

Applicant is :

- Owner  
 Agent of Owner

Civic Address - 511, Main Street, Greenfield, NS

Mailing Address (If different from Civic Address) - 511, Main Street, Greenfield, NS

Telephone Number - 902-555-1234

Email Address - info@4557380.com

### 4. Zoning Information:

Existing Zoning - Resort

Proposed Zoning - Resort (No change)

**5. Property Servicing Information:**

Water Services –

- Municipal System -  Existing  Proposed
- Drilled Well -  Existing  Proposed
- Dug Well -  Existing  Proposed
- Other - lake water treatment proposed.

Sewer Services –

- Municipal System -  Existing  Proposed
- On-site System -  Existing  Proposed
- Other - \_\_\_\_\_

Access –

- Public Road -  Existing  Proposed
- Private Road -  Existing  Proposed
- Other - \_\_\_\_\_

**6. Declaration:**

- Registered Owner of Property (Please print)

I / We Theodore Wamboldt & Dawn Turner-Wamboldt do solemnly declare that I / We are the current registered owner(s) of the property described in this application. I / We have examined the contents of this application and certify that the information submitted is accurate.

Registered Owner Theodore Wamboldt  
Signature Theodore Wamboldt  
Date JULY 11/2024

Registered Owner (if more than one) Dawn Turner-Wamboldt  
Signature Dawn Turner-Wamboldt  
Date July 11, 2024

- Authorization of Registered Owner (Please print)

I / We Theodore & Dawn Wamboldt authorize Lawrence (Laurie) Wamboldt to act as agent and sign this application on my / our behalf for property located at (Civic Address) 342 Laurie Wamboldt Rd and identified as PID# 70116660

Notes:

1. The requirements of a Land Use Bylaw amendment or development agreement application are established by the Planning Department of the Region of Queens Municipality. An application approval process will not commence until a completed application and advertising deposit are received.

July 12, 2024

Mike MacLeod  
Director of Planning & Development  
Region of Queens Municipality  
249 White Point Road  
Liverpool, NS B0T 1K0

Dear Mr. MacLeod

Please accept this application for 41 grouped dwelling units on a parcel of land located at 342 Laurie Wamboldt Rd, Greenfield, Queens County, also identified by PID 70116660 (hereafter referred to as "the proposed condo land"). This is a 36 acre lake-front property, with private road access.

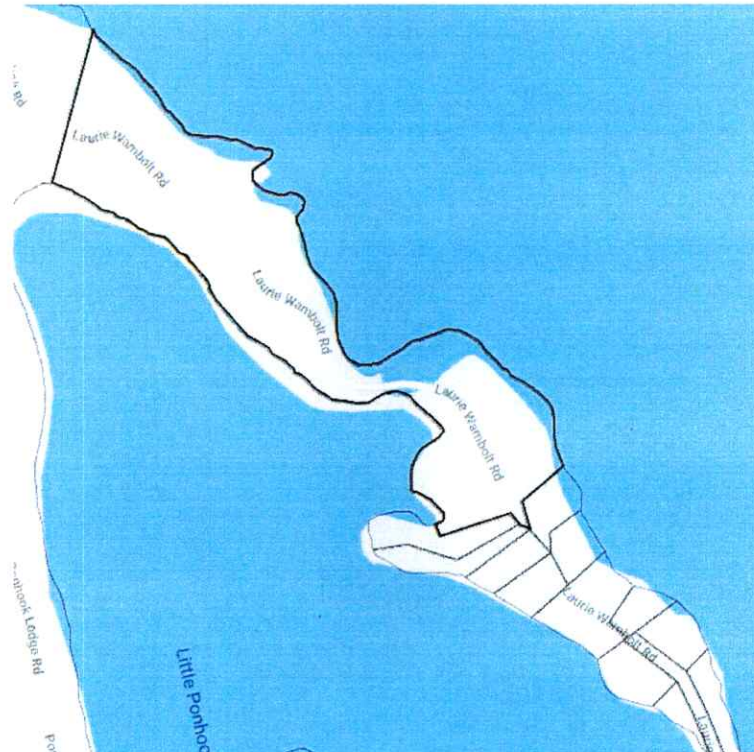


Figure 1: The proposed condo land outlined in bold. (Image from viewpoint.ca)

## Background

My family owns and operates Ponhook Lodge Campground. We have a passion for creating tight-knit communities close to nature and recreational areas. We are extremely proud of the success of our campground but there is one glaring downside: RVs cannot provide high-quality, energy-efficient, year-round living accommodations for our customers. We would like to build on our previous successes, and now turn our focus to developing year-round residences on the

proposed condo land. The residential development will provide solid, energy efficient homes to families who enjoy community in a natural setting.

## Proposal

We plan to develop and then sell lots and houses, using the bare-land condominium ownership model. This form of ownership offers several benefits as compared to subdivided lots:

Shared spaces - The condominium will be able to have common areas which encourage the community feel (e.g. parks with benches and play structures).

Shared services - The dwellings will share septic systems (a subdivision would require each lot to have its own septic system) and water services (fewer wells and/or cut-outs to the lake as compared to a subdivision). The roads will be privately maintained, and maintenance will be a shared responsibility of the condo unit owners.

Shared boat launch - Our proposal has a shared boat launch to minimize erosion and damage to the lake shore that would be caused by each lot having its own.

For more information regarding bare-land condominium use on the proposed condo land, see the letter from UPLAND Urban Planning + Design Studio, at Appendix A.

Appendix B shows an outline of the property, as well as calculated areas, that were determined via a 1998 survey plan.

The total area of the property, excluding the road shown, is 1,342,207 sq. ft. Current subdivision requirements for lake-front lots specify a minimum size of 40,000 sq. ft. to be able to obtain septic system approval. Since we intend to use shared septic systems, the lot sizes could be smaller.

The proposed structures are houses suitable for year-round living. We intend to erect structures that are modern, high quality and energy efficient. According to the current land-use bylaw, a single subdivided lot could have one primary dwelling and one accessory dwelling which are each 861 sq. ft. (2 dwellings per lot), or (as an example) one primary dwelling which is 2000 sq. ft., and one accessory dwelling which is 1000 sq. ft. (1.5 dwellings per lot).

If we use the lesser amount of 1.5 dwelling for every 40,000 sq. ft., 50 dwellings would be permitted on the proposed condo land.

$$(1,342,207 \text{ sq. ft.}) \div (40,000 \text{ sq. ft.}) \times 1.5 \text{ dwellings} = 50 \text{ dwellings}$$

However, in our proposal, we are choosing only **41 grouped dwellings**, as shown on the plan (Appendix C). This means that, excluding the main road through the property, there would be, on average, 32,737 sq. ft. of property (including shared spaces) for each proposed dwelling.

Photos taken of the property, along Laurie Wamboldt Rd, are attached at Appendix D.

## Development process

1. Obtain approval for 41 grouped dwellings.

2. North Phase (17 units) - North end of the parcel, east of Laurie Wamboldt Rd toward Ponhook Lake.
3. West Phase (11 units) - North end of the parcel, west of Laurie Wamboldt Rd toward Little Ponhook Lake.
4. South Phase (4 units) - South end of the parcel, west of Laurie Wamboldt Rd toward Little Ponhook Lake.
5. East Phase (9 units) - South end of the parcel, east of Laurie Wamboldt Rd toward Ponhook Lake.

### Road Access

Before his death in 1968, my grandfather, Lawrence (Laurie) Wamboldt, constructed a road which connected Ponhook Lodge Campground, and the proposed condo land. Later this road was named Laurie Wamboldt Rd. Over the years, this road has been improved (widened and straightened). The proposed condo land is accessed via Laurie Wamboldt Rd, which is a private road that now begins at the public Ponhook Lodge Road, and continues up to, and through, the proposed condo land. Most of the right-of-way benefiting the proposed condo land is 66 feet wide, except for a small portion that is 30 feet wide (as it was created before the Region of Queens had subdivision regulations requiring a right-of-way 66 feet wide - see sub-paragraph 1 below). Furthermore, all of Laurie Wamboldt Rd is contained on land owned by my family, except for the following portions:

1. A small portion that crosses 286 Laurie Wamboldt Rd (PID 70265632) and 290 Laurie Wamboldt Rd (PID 70116611). These lots were part of a large building lot that my grandmother, Laura Wamboldt, sold to a third party in 1977. The Laurie Wamboldt Rd (before it was named) existed on this property before the lot was sold. Laura reserved a 30 feet wide right-of-way for access to the proposed condo land. A 30 feet wide right-of-way was standard for lots that she sold before subdivision rules, requiring a 66 feet wide right-of-way, came into force in the Region of Queens. In 2023, a Nova Scotia supreme court judge found that the reserved right-of-way over this property would be suitable for use as access to residential properties: *"I find that the parties understood not only that Laura might give cottage lots to members of her family, but also that she might sell such residential lots to members of the public. The use of the word "assigns" after "heirs" and "families lots" [in the deed] is evidence of the parties' intention to leave it open to Laura to sell residential lots to private individuals who would be entitled, as her assigns, to use the Right-of-Way to access their homes and cottages."*
2. A small portion that crosses Lot 102D Laurie Wamboldt Rd, Greenfield (PID 70270939). This is a large building lot that my aunt, Janet Wile, sold to a third party in 2016. The Laurie Wamboldt Rd existed on this property before the lot was sold. Before selling this property, Janet Wile granted a 66 feet wide right-of-way, for all purposes, for the benefit of the proposed condo land, which is described as follows: "a perpetual, free and uninterrupted right-of-way for all purposes over the existing road... and the right to construct, maintain and use utility lines and other types of connections, for electricity, telephone, cable T.V., and any other type of utility connection as may be desired. The right-of-way hereinbefore mentioned shall be Sixty-six feet (66') wide...".

## Other Considerations

1. Dwelling size/location - We would like to reserve the ability, for prospective purchasers of condo units, to be able choose their house plans and locations of the dwellings. Therefore we wish to have a development agreement which allows flexibility in where the dwellings can be located on the lots (as long as it meets required setbacks), and the overall size/look of the dwellings (subject to any necessary restrictions that result from this application).
2. Electricity - Power poles are already erected along Laurie Wamboldt Road, up to, and into a large portion of, the proposed condo land.
3. Neighboring development - There is only one dwelling (and accompanying accessory building(s)) within 250 feet of the proposed condo land, and they are located at 331 Laurie Wamboldt Road (PID 70116645). The dwelling is located on a peninsula and accessed via a long driveway off the Laurie Wamboldt Road. This existing development is fairly sheltered from the proposed development. This lot was sold by Laura Wamboldt to a third party, after Laurie Wamboldt Road was created. In their deed, the purchaser acquired (from Laura Wamboldt) a right-of-way over the existing 30 feet wide road (a continuation of Laurie Wamboldt Rd), as well as an anticipated 66 feet wide road to be constructed along the purchaser's property, leading to the proposed condo land (the proposed 66 feet wide road was shown on a plan included with the land transaction).
4. Water supply - with a major lake bordering the property, water could be taken from the lake, if necessary, and treated, in order to alleviate potential impacts on local groundwater sources.

## Conclusion

We wish to obtain a development agreement which allows for the following uses:

All uses currently permitted in a resort zone  
All uses permitted under future zoning attached to the property  
41 grouped dwellings

If you require any further information, please do not hesitate to contact me.

Sincerely,



Lawrence (Laurie) Wamboldt

Manager at Ponhook Lodge Ltd.  
Director of 4557380 Nova Scotia Ltd  
344 Ponhook Lodge Rd  
Greenfield, NS, B0T 1E0  
cell phone: 902-298-5878  
email: LW@ponhook.com

July 10, 2024

**RE: Planning Advice Regarding 342 Laurie Wamboldt Road (PID 70116660) in Greenfield, NS**

Dear Laurie,

**MR. LAURIE WAMBOLDT**  
Manager at Ponhook Lodge Ltd.  
Director of 4557380 Nova Scotia Ltd.

344 Ponhook Lodge Rd  
Greenfield, NS, B0T 1E0  
lw@ponhook.com

As per your request, UPLAND | Urban Planning + Design Studio ("UPLAND") has conducted a review of bare land condominium uses on the above mentioned property north of the Ponhook Lodge Campground in Greenfield, Nova Scotia.

From a municipal regulations point-of-view, UPLAND is of the opinion that the bare land condominium model presents an opportunity for environmentally responsible and efficient growth in the rural community of Greenfield, without adding to the responsibility of the Municipality. Bare land condominiums can be considered by development agreement on the property and are supported by the Region of Queen's Municipality Municipal Planning Strategy.

Please see our attached letter for further details. We trust that the following analysis meets your needs. If you have any questions or require further clarification, please do not hesitate to contact us.

Sincerely,



Arnav Garg

Reviewed by:

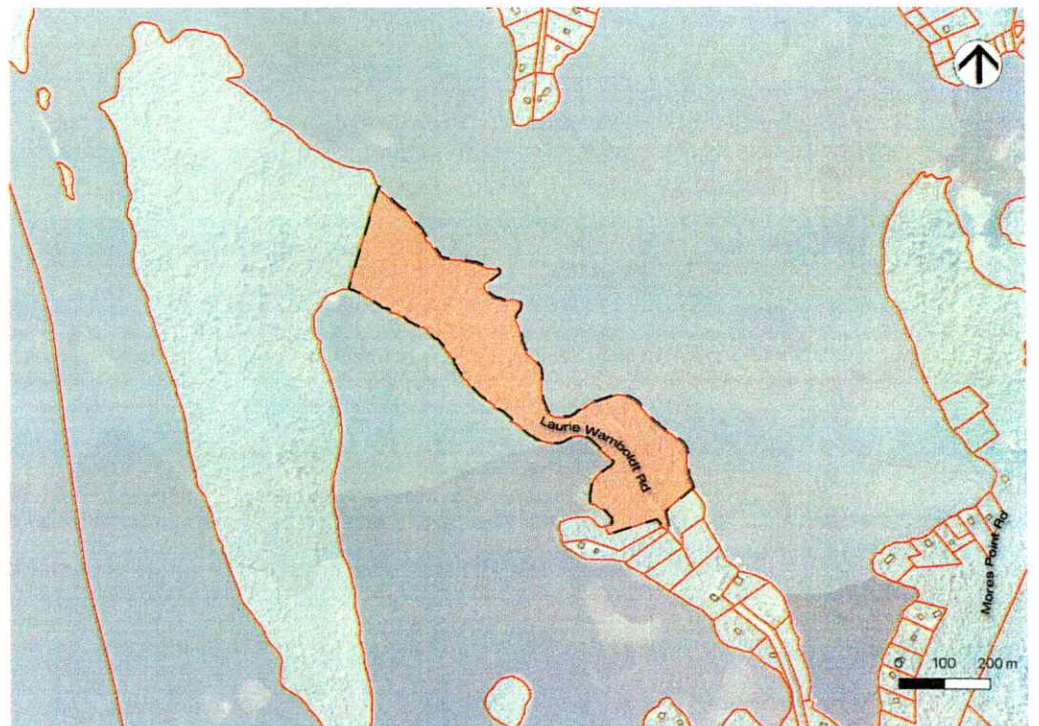


Ian Watson, MCIP, LPP

**1 PROPERTY FACTS**

The analysis in this letter is provided for the property parcel located at 342 Laurie Wamboldt Road in Greenfield, within the Region of Queen's Municipality. The lot is currently registered to the numbered company 4557380 Nova Scotia Ltd. of Greenfield, NS. The following summarizes key parcel data recorded in the provincial parcel database<sup>1</sup>:

Property Address and ID	Parcel Size (acres)
342 Laurie Wamboldt Road (PID 70116660)	35.50



Map 1: Context map showing subject property.

The analyzed parcel is located in the Resort (Re) Zone of the Region of Queen's Land Use Bylaw. Residential uses permitted as-of-right in this zone include boarding houses, bed and breakfasts, single unit dwellings, semi-detached dwellings, duplex and triplex dwellings, and mobile homes. Multi-unit and grouped dwellings can be considered in the Resort Zone by development agreement. Additionally, the zone also permits a wide range of commercial, industrial and institutional uses as-of-right.

**2 BARE LAND CONDOMINIUMS**

A bare land condominium is a form of "tenure" or ownership that is similar to a traditional condominium, but refers to a section of land on a shared parcel rather than a unit in a shared building. In a bare land condominium, the boundaries of each unit are defined by lines on the shared parcel of land, rather than the exterior walls of a dwelling. A buyer purchases the specific piece of land within the parcel. Typically, only the land itself is condominiumized, and maintenance

<sup>1</sup> Property dimensions based on survey of Brandon J. Crouse, NSLS, from May 2016.

of the house or structure on the land unit remains the responsibility of the owner. This allows for greater flexibility in the design of the homes when compared to a traditional condominium.

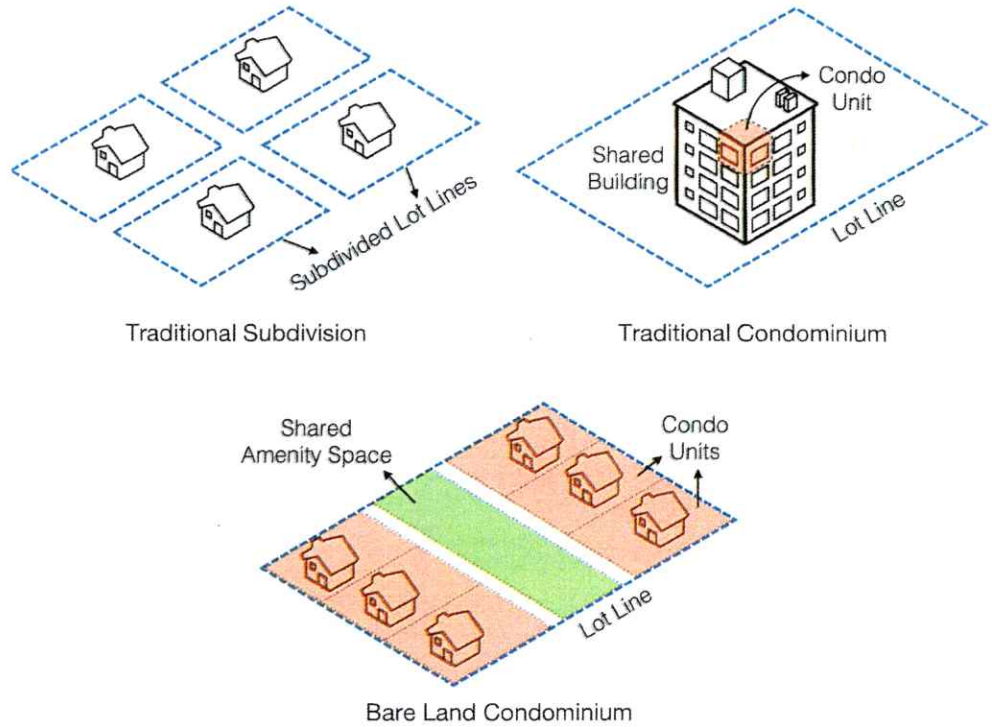


Figure 1: Illustration of differences between a traditional subdivision, traditional condominium, and bare land condominium.

In Nova Scotia, bare land condominiums are regulated under the *Condominium Act*, just as a traditional condominium. Bare land condominiums operate similarly to traditional condominiums, with condominium fees, and a condominium corporation that assumes responsibility for shared elements and amenities. These shared amenities could include maintenance of shared driveways (such as snow clearing), a shared community septic system, and shared recreation facilities. Local examples of bare land condominiums include Deep Cove Road in Deep Cove (Municipality of Chester), Cottage Country on Falls Lake (West Hants Regional Municipality), and Seven Lakes in Porters Lake (Halifax Regional Municipality)

Key benefits of bare land condominiums include:

- + A board and legal mechanism that helps ensure maintenance over the long-term, unlike traditional subdivisions.
- + Enabling the creation of semi-public services in rural areas, such as shared septic systems, amenities and driveways, without adding to the maintenance responsibility of the Municipality.
- + Contributing to the creation of complete communities in rural areas, by providing semi-public recreational amenities on-site.

- + Environmental benefits of shared services such as septic systems that result in preservation of open space and wildlife habitat, protecting the rural quality of the area and natural heritage.
  - A single, shared septic tank and discharge field limits the amount of upheaval required at the time of installation.
  - Maintenance of the tank is similarly less disruptive when only one location needs to be accessed.
  - Shared systems are easier to upgrade in minimally invasive ways.
  - Smaller lot sizes are possible when a well or septic system is not needed on every lot.

### 3 MUNICIPAL PLANNING STRATEGY REVIEW

The Region of Queen's Municipality Land Use Bylaw defines grouped dwellings as three or more dwelling units contained in two or more dwellings located on a single lot. The bare land condominium model meets this definition of the grouped dwellings.

The Region of Queen's Municipality Municipal Planning Strategy (MPS) supports the development of bare land condominiums. Section 4.6.3 of the MPS supports the need to enable higher densities in smaller communities to meet various demands, specifically mentioning a demand for bare land condominiums where multiple detached dwellings are located on one parcel.

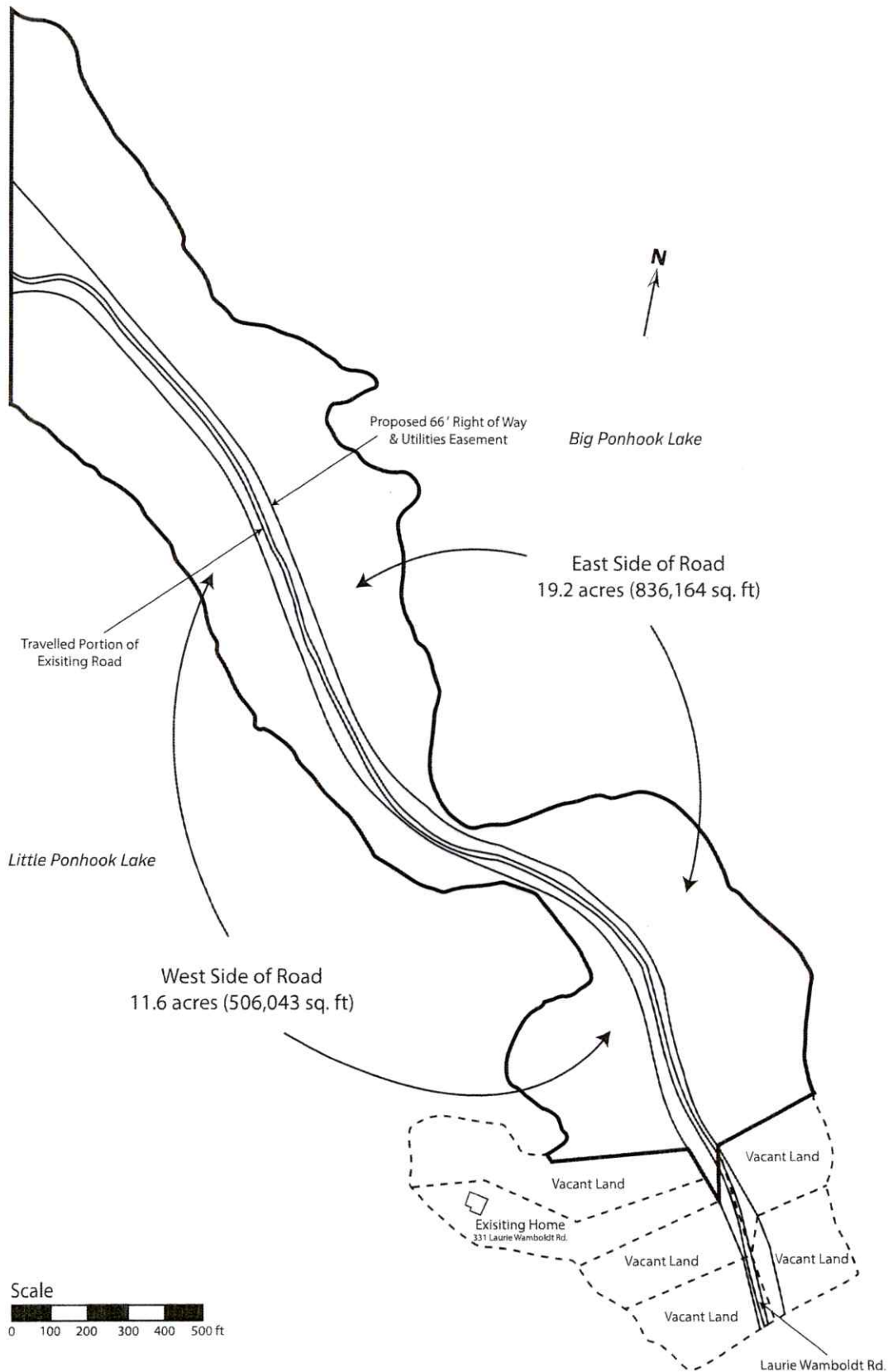
Additionally, Section 5.5.2 of the MPS which provides policy direction for the development of grouped dwellings also acknowledges the bare land condominium mechanism in which land is owned in common as a way to create grouped dwellings. The environmental benefits of shared services in grouped dwellings are also mentioned, including the preservation of land for recreation and conservation uses.



# Appendix B - Ponhook Rim Grouped Dwelling Proposal

## Conceptual Plan Only

### Overview

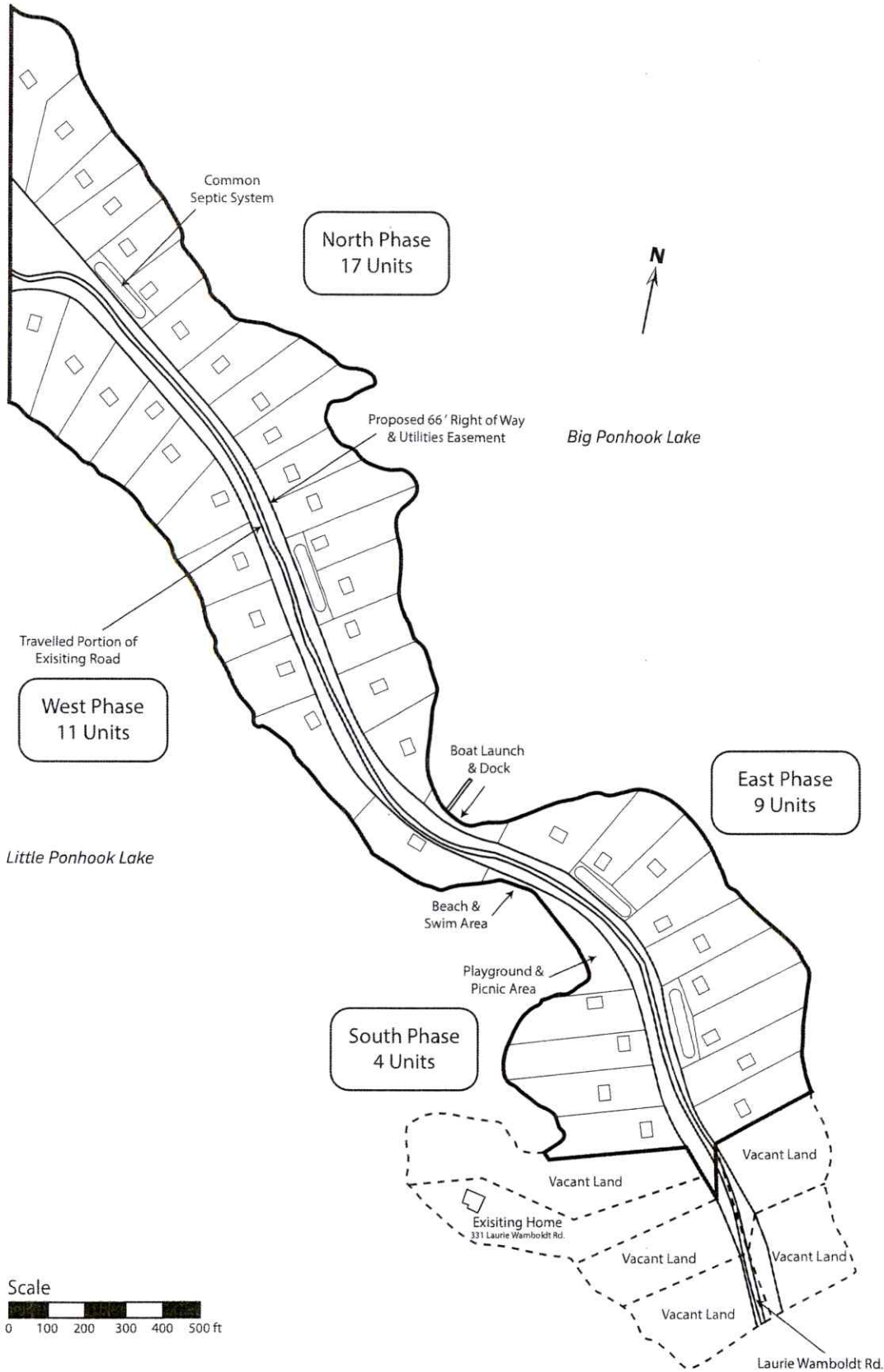




# Appendix C - Ponhook Rim Grouped Dwelling Proposal

## Conceptual Plan Only

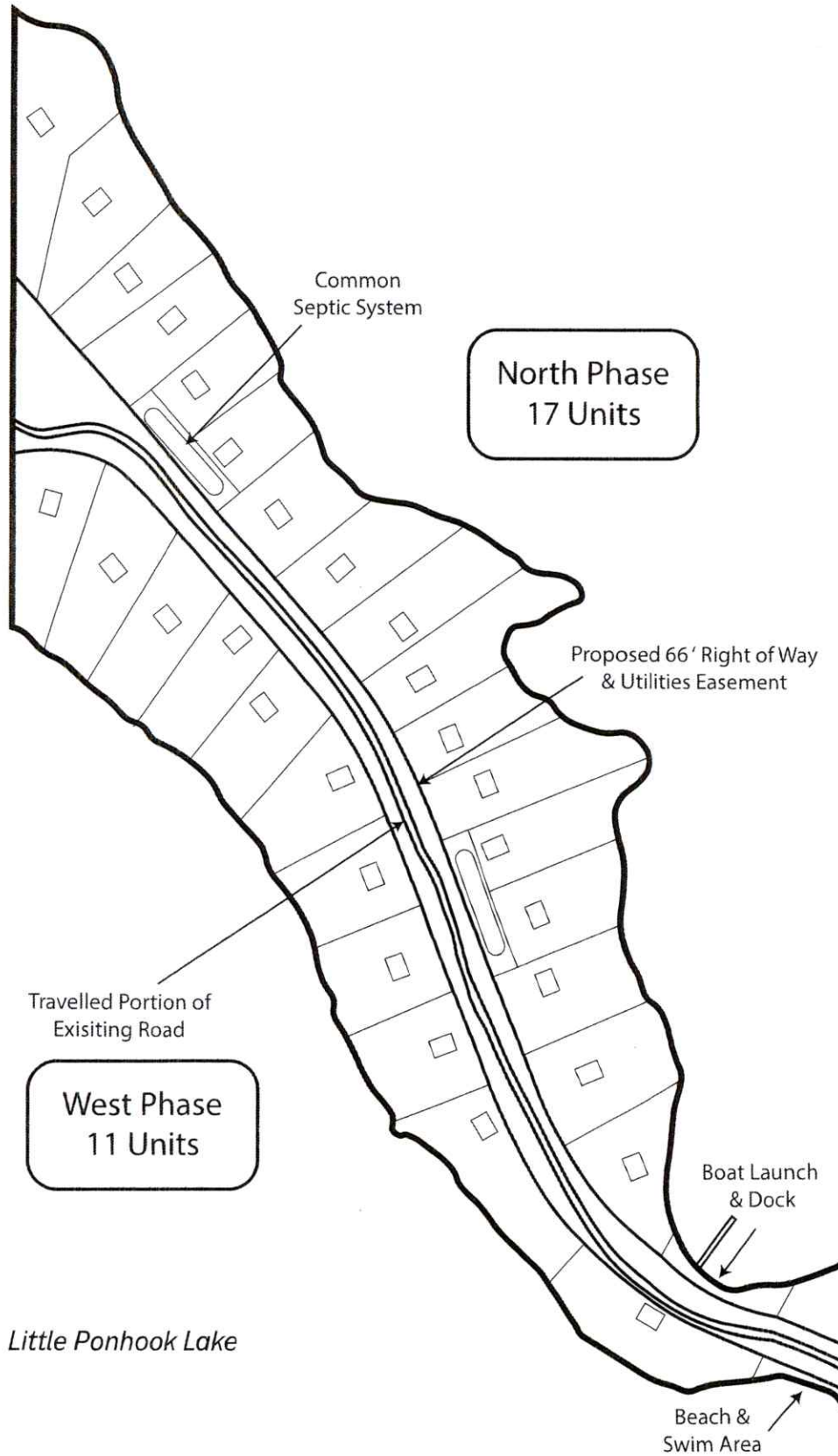
### Overview - Detailed





# Appendix C - Ponhook Rim Grouped Dwelling Proposal

Conceptual Plan Only  
North & West Phases - Detailed

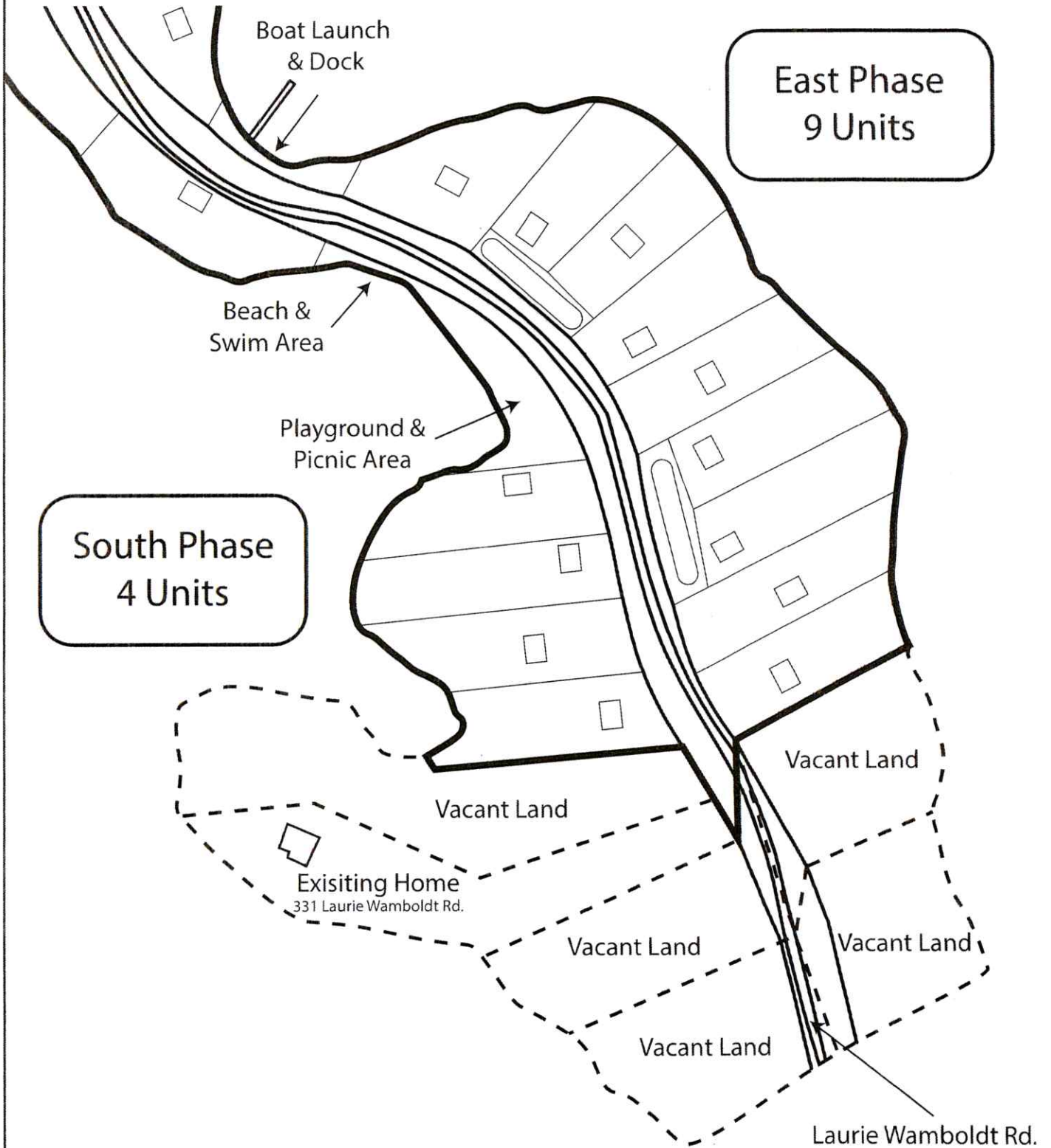




# Appendix C - Ponhook Rim Grouped Dwelling Proposal

Conceptual Plan Only

South and East Phases - Detailed



## Appendix D

The following are 10 photos taken of the proposed condo land, from Laurie Wamboldt Rd, looking in a northerly direction.













# Appendix B

**THIS AGREEMENT** made this        day of        , A.D., 2024.

**BETWEEN:**

**455738 NOVA SCOTIA LIMITED** of Greenfield, in the County of Queens and Province of Nova Scotia, hereinafter referred to as the "Developers"

**OF THE ONE PART**

-and-

**REGION OF QUEENS MUNICIPALITY**, a municipal corporation, duly incorporated under the laws of the Province of Nova Scotia and having its office in Liverpool in the County of Queens and Province of Nova Scotia, hereinafter referred to as the "Region"

**OF THE SECOND PART**

**WHEREAS** the Developers have requested that the Region enter into a Development Agreement, pursuant to Sections 225 and 230 of the Municipal Government Act of Nova Scotia, and Policy 5-51 of the Region's Municipal Planning Strategy, so that the Developers may use the subject property in a manner which is not presently provided for under the Region's Land Use Bylaw;

**AND WHEREAS** the Region is prepared to enter into such an agreement on the terms and conditions hereinafter set forth;

**NOW THEREFORE**, in consideration of the benefits, which flow to both parties as a result of the covenants contained herein, the parties hereto agree by and between themselves as follows:

1. **THAT** the Developers are the registered owner of the Lands identified as PID# 70116660 and shown on Schedule "A" attached hereto, (hereinafter referred to as "the Lands");
2. **THAT** the Developers shall not develop or use the Lands, including buildings located on the lands, for purposes other than those described in this Agreement;
3. **THAT** the proposed uses permitted under this Development Agreement are the following:
  - a) Grouped dwellings comprised of 41 dwelling units; and
  - b) Resort (Re) Zone Uses.

4. **THAT** the Developers acknowledge the presence of species on or near the subject property, which are regulated under the Nova Scotia Endangered Species Act and that they have been made aware of the associated legal protections, core habitat and best practices; ??

(To be reviewed by DNRR prior to approval)

5. **THAT** notwithstanding any other provisions of this Development Agreement, the Developers shall not undertake or carry out any development on the Lands which does not comply with:

- (a) this Development Agreement;
- (b) any statutes and regulations of the Province of Nova Scotia to the extent that the same are properly the subject of a development agreement; and
- (c) appropriate Municipal Bylaws, including without restricting the generality of the foregoing, the Bylaw Respecting the Building Code Act.

6. **THAT** in the event of a dispute, the decision of the Development Officer of the Region as to whether the development is in conformance with the terms of this Agreement shall be conclusive;

7. **THAT** notwithstanding the provisions of the Region of Queens Municipality Municipal Planning Strategy and Land Use Bylaw, the Developer shall be permitted to seek substantial or non-substantial amendments to this Development Agreement, subject to the procedure as set forth in Section 230 of the Municipal Government Act of Nova Scotia;

8. **THAT** amendments which shall be considered substantial are any affecting the following:

- (a) A change in the uses permitted;
- (b) An increase in the number of dwelling units.

9. **THAT** any amendment whether substantial or otherwise must be approved by both parties in writing;

10. **THAT** the Developers agree to pay for all legal costs, advertising and expenses incurred by the Region that have originated from its application for this Development Agreement;

11. **THAT** this Agreement shall be binding upon the parties hereto, their heirs, successors and assigns and shall run with the land which is subject to this Agreement;

12. **THAT** this Agreement is not assignable without the written consent of the Region;

13. **THAT** enforcement and rights and remedies on default of this Agreement shall be as follows:

(a) The Developers agree that the Development Officer appointed by the Region to enforce this Agreement shall be granted access onto the lands during all reasonable hours without obtaining consent of the Developers. The Developers further agree that, upon receiving written notification from the Development Officer to inspect the interior of any building located on the lands, the Developers agree to allow for such inspection during any reasonable hour within two (2) days of receiving such notice.

(b) If the Developers fail to observe or perform any condition of this Agreement, after the Region has given the Developers thirty (30) days written notice of the failure or default, then in each such case:

(1) the Region shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developers from continuing such default, and the Developers hereby submit to the jurisdiction of such Court and waive any such defense based upon the allegation that damages would be an adequate remedy;

(2) The Region may enter upon the lands and perform any of the covenants contained in this Agreement, whereupon all reasonable expenses whether arising out of the entry on the lands or from the performance of the covenants may be recovered from the Developers; if unpaid within 30 days of billing by the Region; by direct suit and such amount shall, until paid, form a lien upon the lands and be shown on any tax certificate issued under the Municipal Government Act;

(3) The Region may by resolution discharge this Agreement, upon providing the Developers sixty days (60) written notice, whereupon this agreement shall have no further force or effect and henceforth the development of the lands shall conform with the provisions of the Region of Queens Municipality Land Use Bylaw;

(4) In addition to the above-mentioned remedies, the Region reserves the right to pursue any other remediation under the Municipal Government Act or common law to ensure compliance with this Agreement.

14. **THAT** the entering into of this Agreement was approved by the Council of the Region of Queens Municipality at a duly held meeting of Council convened on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

- (a) This Agreement shall not be entered into, or signed by the parties, until the time for Appeal under Section 228 of the Municipal Government Act of Nova Scotia has elapsed, any appeals which have been lodged have been disposed of and the required resolution of Council has been affirmed by the Nova Scotia Utility and Review Board;
- (b) This Agreement does not come into effect until it is filed, by the Region of Queens Municipality, in the Registry of Deeds as set out in Section 228 of the Municipal Government Act of Nova Scotia.

**DRAFT**

**IN WITNESS WHEREOF** the parties have hereto set their hands and affixed their Corporate seals the day and year first above written.

**SIGNED, SEALED AND DELIVERED**  
in the presence of

\_\_\_\_\_ ) **4557380 NOVA SCOTIA LIMITED**  
 ) Per: \_\_\_\_\_  
 )  
 )

\_\_\_\_\_ )  
 ) Per: \_\_\_\_\_  
 )

Witness

\_\_\_\_\_ )  
 ) **REGION OF QUEENS MUNICIPALITY**  
 )  
 ) Per: \_\_\_\_\_  
 )

\_\_\_\_\_ )  
 ) Mayor

\_\_\_\_\_ )  
 ) Per: \_\_\_\_\_  
 ) Chief Administrative Officer

**PROVINCE OF NOVA SCOTIA**  
**COUNTY OF QUEENS**

ON this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that \_\_\_\_\_ and \_\_\_\_\_ signed, sealed and delivered the same in his/her presence.

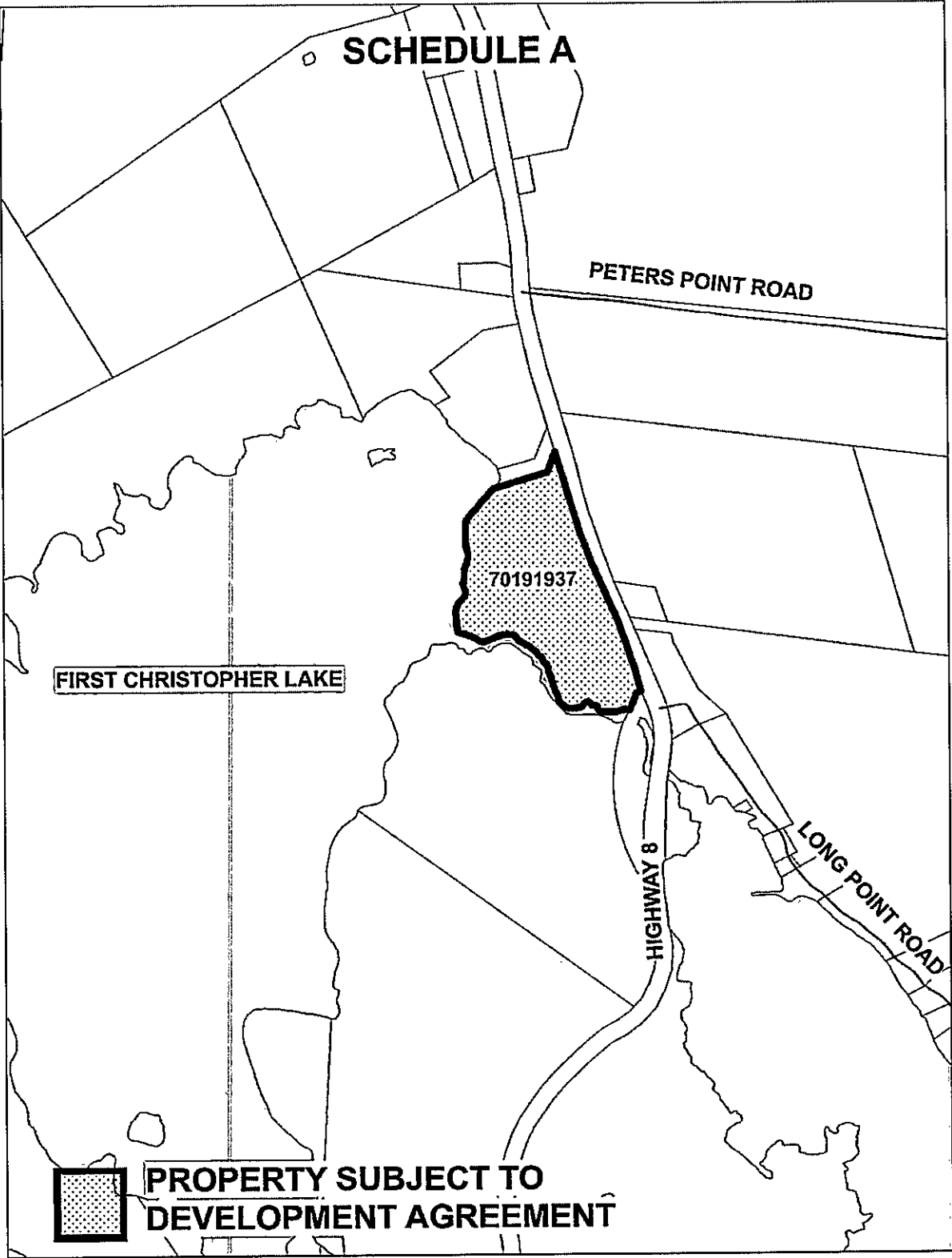
\_\_\_\_\_  
A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA  
COUNTY OF QUEENS**

ON this — day of \_\_\_\_\_, 2024, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that the Region of Queens Municipality, per its authorized officers, Darlene Norman and Cody Joudry, signed, sealed and delivered the same in his/her presence.

\_\_\_\_\_  
A Commissioner of the Supreme Court of Nova Scotia

**DRAFT**



# SCHEDULE "A"

PID # 70116660  
Lands of 4557380 Nova Scotia Limited

LAURIE WAMBOLDT ROAD

