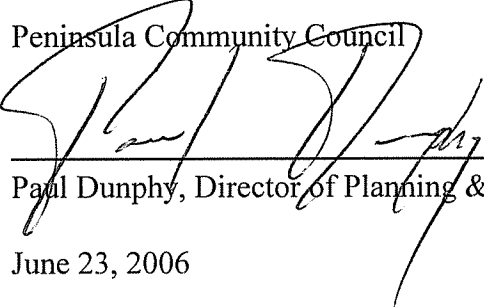




PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Peninsula Community Council
July 10, 2006

TO: Peninsula Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Planning & Development Services

DATE: June 23, 2006

SUBJECT: Case 00887: Development Agreement - 1747-1749 Beech St., Halifax

ORIGIN

Application by Janette March to enter into a development agreement to expand an existing child care centre at 1747-1749 Beech Street, Halifax, with 14 children to a maximum of 28 children.

RECOMMENDATION

It is recommended that Peninsula Community Council:

1. Give Notice of Motion to consider the proposed development agreement, as described in Attachment "A", to permit a 28 children child care centre at 1747-1749 Beech Street, and to schedule a public hearing.
2. Approve the development agreement, as contained in Attachment "A".
3. Require that the development agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

The application is to allow for an existing child care centre to expand from 14 children to a maximum of 28 children. The child care centre now occupies the ground floor of the house located at 1747-1749 Beech Street. The expansion is to occur into the basement, while the second floor dwelling unit would continue to be occupied by the owner of the child care centre. There is an existing outdoor play area in the backyard.

DISCUSSION

Municipal Planning Strategy Policies

The subject property is located within the R-1 (Single Family) Zone and is designated Low Density Residential under the Generalized Future Land Use Map for the Peninsula Centre Detailed Area Plan (see Maps 1 and 2). The current zoning regulations allow child care centres of not more than 14 children in conjunction with a dwelling.

However, Policy 3.20 of the Halifax Municipal Planning Strategy (MPS) states the following:

In order to encourage the establishment of child care centres in a variety of locations to meet the varied needs of families, and to allow the consideration of the specific circumstances of an individual location, a child care centre which does not meet applicable land use bylaw regulations may be permitted by development agreement.

In considering a development agreement application under Policy 3.20, Council is directed to assess the proposal with regard to a set of criteria contained under Policy 3.20.1 (see Attachment "B"). These evaluation criteria are concerned with the compatibility of the child care centre with the surrounding neighbourhood in terms of appearance, hours of operation, employee parking, site design (landscaping, outdoor play space, parking areas, driveways), access (cars and pedestrians), signs, and location.

Evaluation of Proposal and Development Agreement

The child care centre has been in operation in the neighbourhood since 1991. A site visit indicated that it is well operated. There is landscaping on the property and provision for employee parking. Beech Street allows parking on both sides of the street, which facilitates the drop-off and pick-up of children. The outdoor play space for children is located at the rear of the house and is fenced off.

In an attempt to address concerns about potential noise impact associated with an increase in the number of children utilizing the outdoor play space, the applicant has indicated that school-aged children will be regularly taken to the Sir Charles Tupper School playground during after-school

hours. The use of playgrounds by daycare groups is a common practice and is viewed as a practical way of addressing this issue in this situation given the close proximity of the school.

The draft development agreement, as described in Attachment "A":

- Allows a maximum of 28 children;
- Restricts the hours of operation to between 7:30 a.m. and 5:30 p.m.
- Places restrictions on the number of children that may use the backyard play area at any one time; and,
- Requires a total of three on-site parking spaces.

Public Information Meeting/Area of Notification

A public information meeting for this application was held on May 4, 2006. Minutes of this meeting are provided as Attachment "C" of this report. Should Community Council decide to hold a public hearing, in addition to published newspaper advertisements, property owners in the area shown on Map 1 will be sent written notification.

Conclusion

The proposal satisfies the applicable policies of the Municipal Planning Strategy (Attachment "B") and as such, it is recommended that Peninsula Community Council approve the draft development agreement.

BUDGET IMPLICATIONS

There are no budget implications.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES

1. Council may approve the entire development agreement. This is the Staff recommendation.
2. Council may choose to alter the terms of the development agreement. This may necessitate further negotiations with the applicant, and may require an additional public hearing.

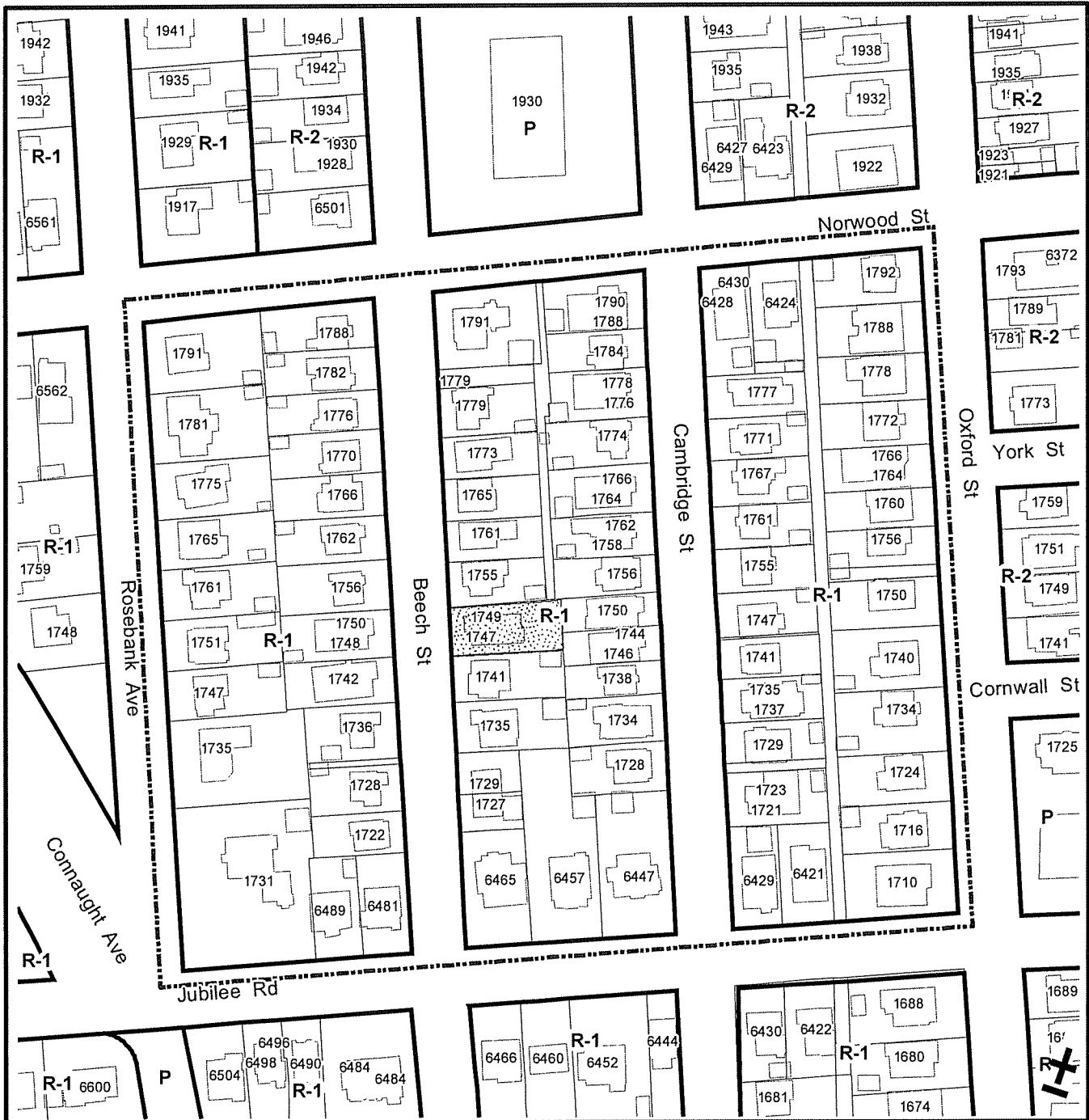
3. Council may refuse the entire development agreement. Pursuant to Section 230(6) of the Municipal Government Act, Council must provide reasons for this refusal, based on the policies of the MPS. This alternative is not recommended, based on Staff's finding that the proposed development agreement is consistent with policies of the MPS.

ATTACHMENTS

Map 1	Location, Zoning, and Area of Notification
Map 2	Generalized Future Land Use
Attachment "A"	Draft Development Agreement
Attachment "B"	Excerpts from the Halifax Municipal Planning Strategy
Attachment "C"	Minutes from the May 4, 2006 Public Information Meeting
Attachment "D"	Letters and E-mails in Support of the Proposal
Attachment "E"	Letters and E-mails Against the Proposal

Additional copies of this report and information on its status can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.



Report Prepared by: Luc Ouellet, Planner I, 490-3689



Map 1: Location and Zoning

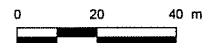
1747-49 Beech Street
Halifax

Halifax Peninsula By-Law Area

-  Subject property
-  Area of notification

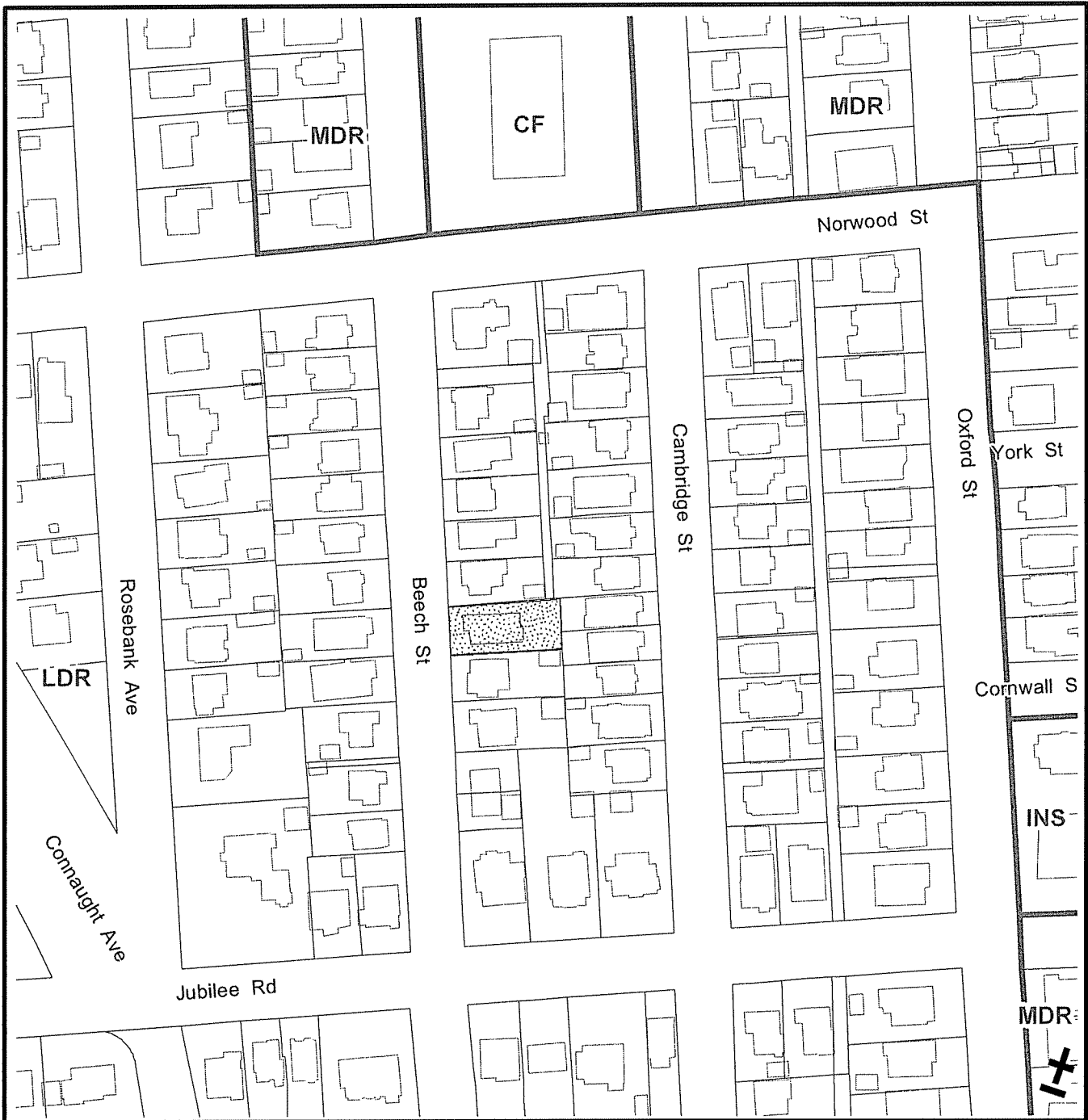
- Zone**
- R-1 Single Family Dwelling
 - R-2 General Residential
 - P Park and Institutional

HALIFAX
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PLANNING AND
DEVELOPMENT SERVICES



This map is an unofficial reproduction of a portion of the Zoning Map for the Halifax Peninsula By-Law Area.


HRM does not guarantee the accuracy of any representation on this plan.



Map 2: Generalized Future Land Use

1747-49 Beech Street
Halifax

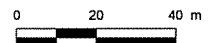
Halifax Plan Area

 Subject property

Designation

- LDR Low Density Residential
- MDR Medium Density Residential
- INS Institutional
- CF Community Facility

HALIFAX
REGIONAL MUNICIPALITY
PLANNING AND
DEVELOPMENT SERVICES



This map is an unofficial reproduction
of a portion of the Generalized Future
Land Use Map for the Halifax Plan Area.

HRM does not guarantee the accuracy
of any representation on this plan.

Attachment A

THIS AGREEMENT made this day of , 2006,

BETWEEN:

JANETTE DUNLOP MARCH
of the Halifax Regional Municipality,
Province of Nova Scotia (hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,
a municipal body corporate,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 1747-1749 Beech Street, PID 00022970, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for a twenty-eight (28) children child care centre on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Policies 3.20 and 3.20.1 of the Halifax Municipal Planning Strategy and Section 99(10) of the Halifax Peninsula Land Use Bylaw;

AND WHEREAS the Peninsula Community Council approved this request at a meeting held on _____, referenced as Municipal Case Number 00887;

THEREFORE in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree as follows:

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

1.2 Applicability of Land Use By-law and Subdivision By-law

Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Halifax Peninsula Land Use By-law and the Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other Bylaws, Statutes and Regulations

Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or lot owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

1.4 Conflict

Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

Where the written text of this agreement conflicts with information provided in the Schedules attached to this agreement, the written text of this agreement shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to any lands owned by the Developer.

1.6 Provisions Severable

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Schedules

The Developer shall develop the lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the Schedules attached to this agreement and filed in

the Halifax Regional Municipality as Case Number 00887:

Schedule "A"	Legal Description of the Lands (Plan # 0088700003)
Schedule "B"	Site Plan (Plan # 0088700004)

2.2 General Description of Land Use

The uses of the Lands permitted by this Agreement are the following:

- (a) A child care centre for not more than 28 children at any given time.

[AND/OR]

- Any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Halifax Peninsula Land Use Bylaw, as amended from time to time.

2.3 Detailed Provisions for Land Uses

2.3.1 Exterior Alterations or Additions

For the purposes of determining Gross Floor Area, the child care centre shall be classified as residential.

2.3.2 Parking and Driveways

The number and layout of parking spaces on the Lands shall be as generally illustrated on Schedule "B". The Developer agrees that parking on the Lands shall comply with the following:

- (a) The single-car driveway shall be reserved for the use of the dwelling unit;
- (b) The two-car driveway shall be reserved for the employees of the child care centre; and,
- (c) All parking areas/driveways shall be hard surfaced or graveled.

2.3.3 Outdoor Play Area and Fencing

2.3.3.1 The outdoor play area shall be located within the rear yard of 1747-1749 Beech Street as illustrated on Schedule "B". The Developer shall provide the minimum play area per child, pursuant to the requirements of the Provincial Child Care License.

2.3.3.2 The outdoor play area shall be enclosed by fence having a minimum of five feet in height and installed along the property as shown on Schedule "B". Such fence shall be installed and enclosed prior to the issuance of an Occupancy Permit.

2.3.3.3 The number of children utilizing the outdoor play area shall be limited to fourteen (14) at any given time.

2.3.4 Maintenance

The Developer shall maintain and keep in good repair all portions of the building and Lands, including but not limited to, the interior and exterior of the building, fencing, walkways, playground equipment, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming of plant stock and vegetation, litter control, and snow removal/salting of walkways, driveways, and parking areas.

2.3.5 Hours of Operation

2.3.5.1 The child care centre shall be permitted to operate between the hours of 7:30 am and 5:30 pm, Monday to Friday.

2.3.5.2 Notwithstanding Section 2.3.5.1, the child care centre shall be permitted to be open in the evenings for child care centre related meetings, but shall not be operated as a child care centre during that time.

2.3.5.3 The outdoor play area shall not be used by the child care centre prior to 9 am.

PART 3: AMENDMENTS

3.1 Non-Substantive Amendments

The following items are considered by both parties to be not substantive and may be amended by resolution of the Peninsula Community Council:

(a) hours of operation

3.2 Substantive Amendments

Amendments to any matters not identified under Section 3.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

4.1 Registration

A copy of this Agreement and every amendment and/or discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall incur all cost in recording such documents.

4.2 Subsequent Owners

This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.

4.3 Commencement of Use

4.3.1 In the event that the child care centre use has not commenced within two (2) years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of use.

4.3.2 For the purposes of this section, commencement of use shall mean the issuance of an Occupancy Permit.

4.4 Cease of Use

4.4.1 In the event that a licenced child care centre use ceases for more than twenty-four (24) consecutive months on the property following the issuance of an Occupancy Permit for such use, then the licenced child care centre use permitted under this Agreement shall not be reinstated.

4.4.2 Prior to ceasing use of the child care centre, the Developer shall advise the Development Officer.

4.5 Discharge

After five (5) years from the date of registration of this Agreement with the Registry of Deeds, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or,

- (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and Halifax Peninsula Land Use By-law, as may be amended from time to time.

PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

5.1 Enforcement

The Developers agree that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developers. The Developers further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developers agrees to allow for such an inspection during any reasonable hour within one day of receiving such a request.

5.2 Failure to Comply

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developers thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (a) the Municipality 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 submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- (b) the Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the development agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on Property and be shown on any tax certificate issued under the Assessment Act.
- (c) the Municipality may, by resolution, discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2006.

SIGNED, SEALED AND DELIVERED)
in the presence of)

_____)

SEALED, DELIVERED AND)
ATTESTED to by the proper)
signing officers of Halifax Regional)
Municipality duly authorized)
in that behalf in the presence)
of)

_____)

JANETTE DUNLOP MARCH

Per: _____

HALIFAX REGIONAL MUNICIPALITY

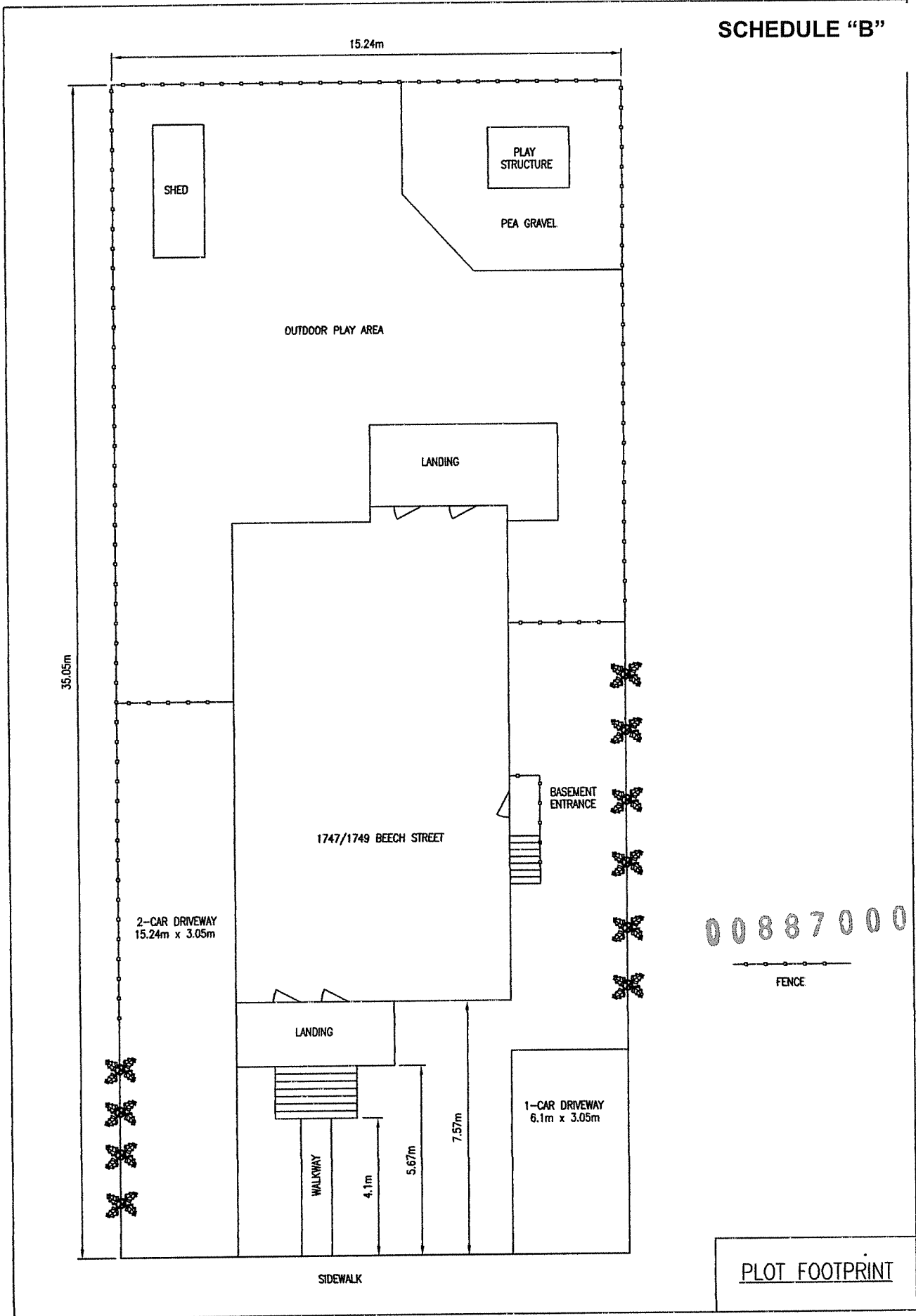
Per: _____

MAYOR

Per: _____

MUNICIPAL CLERK

SCHEDULE "B"



Attachment C

Excerpts from the Halifax Municipal Planning Strategy -Implementation Section:

- 3.20 In order to encourage the establishment of child care centres in a variety of locations to meet the varied needs of families, and to allow the consideration of the specific circumstances of an individual location, a child care centre which does not meet applicable land use bylaw regulations may be permitted by development agreement.
- 3.20.1 In considering approval of such development agreements, Council shall consider the following:
- a. for a child care centre located within a dwelling, alterations to the exterior of the building shall not be such that the building no longer appears to be residential in nature. This shall not prevent facilities for physically challenged children, or playground equipment to be erected on the property.
 - b. the hours of operation shall be such that adverse impacts of noise and traffic movements on adjacent residential uses are reduced.
 - c. parking shall be required on the site of the child care centre to accommodate the employees of the centre. Parking areas should, where necessary, be visually buffered from any adjacent residential uses by the use of fences, screening and/or landscaping as appropriate.
 - d. site design features, including landscaping, outdoor play space, parking areas and driveways shall be designed, sized and located to provide for the needs of the users of the facility, as well as to address potential impacts on adjacent residential uses.
 - e. vehicular access to and egress from the child care centre and pedestrian movement shall be accommodated in a manner which encourages safety.
 - f. signs for the child care centre shall be of a size, design and placement on the lot which reduces impacts on adjacent residential uses.
 - g. centres shall not be located so as to produce a concentration within a particular neighbourhood. In addition, only one centre with a licensed capacity of more than 14 children shall be permitted on any cul-de-sac.
 - h. all other relevant policies of the municipal planning strategy with particular reference to the Residential Environments section.

Attachment D
Public Information Meeting
Case 00887
May 4, 2006

In attendance: Councillor Uteck
Luc Ouellet, Planner, Planning & Development Services
Gail Harnish, Planning & Development Services

Councillor Uteck called the public information meeting (PIM) to order at approximately 7:10 p.m. at the Sir Charles Tupper School.

Mr. Luc Ouellet noted the fact sheet gives a brief description of the proposal. He reviewed the development agreement process:

- we did a preliminary review of the application
- tonight is the PIM which is intended to be an informal exchange between staff, the applicant, and the community
- we will take the comments from the public and do a detailed review of the application
- a staff report is prepared and tabled with the Peninsula Community Council
- Community Council will decide whether or not to proceed with the application and will either schedule a public hearing or reject the application
- members of the public can address Community Council at the public hearing
- following the public hearing, Community Council will make a decision
- there is an appeal process

Mr. Ouellet referenced the last page of the handout which notes the policy to be used in evaluating the application. The policy requires anybody wanting a day care with more than fourteen children to go through the development agreement process. A development agreement is a contract between HRM and the property. The R-1 zone does allow an as-of-right day care up to fourteen children which is now the case. Any increase to that number has to be by development agreement.

Mr. Alexander Allen questioned how they would receive feedback.

Mr. Ouellet responded the feedback would be through the staff report which is available at the time it is tabled with Community Council.

Ms. Janette March stated her plan is very simple. There are a couple of other programs of this nature in this neighbourhood but this is the only one licensed which means there are very stringent requirements from Community Services and the *Daycare Act* in terms of density, staffing, what food she served, and what programs she offered.

Ms. March indicated the preschool has been operating since 1991 in the basement space of her set of flats with ten children and two staff. For thirteen years, that was a very stable arrangement. 1.5 years ago she decided to move it to the ground floor flat which was more spacious and attractive to her. To make it a full day program, and to finance it, she offered lunch and after school programs for Sir Charles Tupper children and there was an incredible response. This September she turned away as many people as she could have. That got her to thinking about the lovely space downstairs which she was thinking about renting which she was told was not possible.

Mr. Ouellet indicated the policy for that area does allow somebody to have up to two spaces in the R-1 zone.

Ms. March said she would much rather use it for this purpose than renting it out. She was going through this process which is elaborate but well thought out to protect the neighbours and herself. She understood there have been some calls of concern and she gathered this meeting is to discuss the concerns and modify the plan if possible. She did that for one neighbour who was concerned about the noise outside with twenty-four children. They will use the Tupper Place playground for the after school program which is better for her. In addition to the fourteen children she is allowed to have on the ground floor, it was her plan to increase the capacity of the basement space by ten. The plan is to have ten children in the room downstairs which has already been licensed and inspected for ten children in addition to fourteen on the main floor.

Ms. March indicated there is no renovation. The driveways are adequate for the requirements of staff. She has not had any complaints about the traffic. There is rarely more than one car on the street at once. The pick-ups are scheduled from 4:30 - 5:15 p.m. If there are concerns, she would like to hear them to modify the plan. She has had a lot of support from some neighbours and she was very appreciative of that. There is a great need. Somebody has to take care of the children.

Mr. Allen indicated he was concerned about the potential noise and traffic. He questioned how many employees she needed for twenty-four children.

Ms. March responded she needed two staff for the preschool program upstairs. For the school aged children, the required ratio is 15:1 but she would go with 10:1. One extra employee is required for the downstairs space. There would be three full time employees plus her.

Mr. Allen questioned whether she needed onsite parking.

Ms. March responded yes, noting there is enough room for that. The driveway to the left of them is a two car wide driveway. They have rented it out in the past.

Mr. Allen asked if she was going to use the backyard for a play area.

Ms. March responded the backyard would be used as it is now for the preschool program in the morning. They go outdoors between 11:00 to 11:30 a.m. For the after school program, the play area would be largely at Sir Charles Tupper School. There would not be twenty-four children at once. They might be outdoors in groups of six or eight.

Mr. Allen questioned how many children would be there during the day.

Ms. March responded that would vary. The maximum could be fourteen but that would mean no part day program. The part day program is the bulk so she would expect no more than six or seven for the full day.

Ms. Vivian Allen noted there are fourteen children there now at lunch and questioned how many times they have used the Sir Charles Tupper playground after school.

Ms. March responded not very often. She had not been aware there was a concern with noise.

Ms. Allen expressed concern that they have to leave their windows closed.

Councillor Uteck noted she is concerned about the number of children.

Ms. Allen responded the applicant wants to double the number of children to twenty-eight and they have never gone to the Sir Charles Tupper playground.

Councillor Uteck noted the proposal is through the development agreement process. In the contract we can state the children will go to the Sir Charles Tupper playground on certain days. They can even go as far as to state the colour of the playground equipment. If the terms of the agreement are violated, we can revoke the license.

Ms. Allen noted there were two to three occasions when children were outside screaming at noon time between 12 and 1:00 p.m.

Ms. March indicated they can write into the agreement that they would go back to the Sir Charles Tupper playground at lunch time.

Ms. Mary-Kathryn Stewart said she lived across the street. She had four small children and did not have an invested interest and had no problem with the noise. She was not a witness to the screaming. The traffic concern is not a concern for her. 95% of the cars are going to Sir Charles Tupper School anyways and this is slowing them down if anything. She supported the proposal and felt there is a real need for this kind of child care in the neighbourhood.

Ms. Dorine Charles indicated her husband had a concern but she spoke to the applicant. This is strictly to do with a child care and preschool and does not open the door for someone wanting to have a small business in a house in the neighbourhood.

Ms. March responded there is a major need for child care but this does not open the door for any commercial establishment.

Councillor Uteck noted the zoning on Beech Street does allow someone to open up a doctor's office, which is the case in another area where the doctor only sees patients from 7 p.m. onwards.

Mr. Ouellet advised the zoning does allow someone to have a home occupation such as a hair salon with a certain percentage of one floor devoted to the use but you cannot open up a full scale hair salon.

Councillor Uteck questioned whether the hours of operation would remain the same.

Ms. March responded yes. She does not open on the weekends and has not opened in the summer time so far because the heavy use in their area is down. Her license goes from September to June.

Mr. Ouellet advised the hours of operation could be written into the development agreement

Mr. Allen questioned whether the number of cars delivering the children would remain the same.

Ms. March responded the number of pick-ups would increase at the end of the day.

Ms. Audrey Jaudreau commented she had a day care and an interest in the proposal. She questioned whether she was licensed as a preschool or a full day care.

Ms. March responded a full day care for fourteen children.

Ms. Jaudreau questioned if some of the children are part day preschoolers.

Ms. March responded right now almost all of them are. If she had a morning preschool, she could have one lunch and after hours program and stay within her numbers.

Ms. Allen noted there are seniors on both sides and questioned what rights they had. Councillor Uteck referenced a couple of examples of large homes in neighbourhoods where large numbers of bedrooms are being rented out. She referenced the negotiations which can happen when both sides want something.

Ms. Allen expressed concern that a development agreement is in perpetuity. The property could be sold to somebody who would run a bad day care.

Councillor Uteck indicated it is licensed as a day care. There is no guarantee that if she sold her property tomorrow that another day care operator would not come in. You have to weigh the balances. Has she been a good neighbour? Have there been any complaints? Are there problems

with the traffic? She has not had any complaints in this area for three years. The license goes to the operator.

Mr. Ouellet advised that if the terms of the development agreement are not being followed, they have land use compliance staff who would investigate. If it is determined they are not following the terms, then Community Council does have the right to revoke it by way of motion.

Ms. March commented she would be happy to write into the agreement that she had no intention of selling this business.

Councillor Uteck responded that is a lovely gesture but was not possible. The applicant wants something and she needed to know what the neighbours want. Everything they ask for may, within reason, be included in the agreement. The applicant is willing to work with you and give those guarantees. The neighbours would be her watch dog.

Ms. Allen stated they have tolerated the noise since September and have closed their windows. They have not complained.

Mr. Allen questioned whether they could regulate in the agreement when and how the children use the backyard and Sir Charles Tupper School.

Mr. Ouellet responded they could probably include how many kids could be in the backyard at any time and when.

Ms. March clarified she could not do anything about the preschoolers using the backyard. They need to be there in the morning. The preschoolers could not go up to Sir Charles Tupper School but the lunch time and after school kids could, which she did not mind putting into the agreement.

Ms. Jaudreau cautioned that children in her area are not supposed to be on the playground until the lunch monitor is gone.

Councillor Uteck indicated that when HRM agreed to revitalize the playground for \$70,000, she said it was on behalf of the taxpayers of District 13 and the school did not control this. The taxpayers paid for the equipment and not the Province.

Mr. Allen questioned whether any modification to this agreement would require going back through this process.

Mr. Ouellet responded yes. The only time it would not come back is if something was identified as a minor amendment in which case it would go to Community Council without a public hearing. Anything considered as a minor amendment would have to be identified in the agreement prior to the public hearing.

Ms. Jaudreau noted the zoning is R-1 which to her meant single family dwellings but in this situation the property has a set of two flats.

Mr. Ouellet responded this area has very large homes. There were specific policies put in place for homes to be converted to two units which is allowed as-of-right.

Mr. Ouellet advised that notification would occur if this is sent to a public hearing. Once the report, which includes a draft development agreement, is tabled with Community Council, it is available to members of the public.

The meeting adjourned at approximately 7:50 p.m.

Luc Ouellet - Fw: Expansion of Janette March's Preschool

From: "Mary-K & Garry Stewart" [REDACTED]
To: <ouellel@halifax.ca>
Date: 09/06/2006 9:47 AM
Subject: Fw: Expansion of Janette March's Preschool

----- Original Message -----

From: [REDACTED]
To: ouellel@halifax.ca
Sent: Friday, June 09, 2006 9:18 AM
Subject: Expansion of Janette March's Preschool

Good Morning Mr. Ouellet,

I would like to take this opportunity to lend my support to Janette March in the expansion of her daycare facility. I live across Beech Street from this preschool, and have derived only enjoyment from seeing the children come and go each day.

I believe that there is a desperate need for high-quality programmes like Janette's in our neighbourhood.

Although I have four young children, the supposed increased traffic does not concern me. The parents who are coming to pick up and drop off their children are, for the most part, already on the street to take older siblings to Sir Charles Tupper. They are also very "child-aware", unlike some of the drivers who use Beech Street as a shortcut to Jubilee Road. Any traffic problems on this street are, in my opinion, unrelated to the preschool.

I do hope that Janette is successful in her endeavour. We value her contribution to our community, and genuinely appreciate her sensitivity.

Sincerely,

Mary-Kathryn Stewart

Luc Ouellet - Beech St. Preschool

From: [REDACTED]
To: <ouellel@halifax.ca>
Date: 11/06/2006 3:48 PM
Subject: Beech St. Preschool
CC: <utecks@halifax.ca>

Dear Mr. Ouellet,

We have sent our children to the Beech St. Preschool for several years. Janette has run a very good and necessary program for our neighbourhood. With her location especially near the school we find it to be a safe and convenient place for our children to go before school, after school and for lunch. Without this facility here we would have to take our kids well outside their neighbourhood.

If you wanted to ask us any questions about our experience there, feel free to call.

Sincerely,

Michael and Lelsey MacInnis

[REDACTED]

Luc Ouellet - Assistance Required - Beech Street Pre-school Extension Application

From: [REDACTED]
To: <utecks@halifax.ca>
Date: 22/05/2006 9:04 PM
Subject: Assistance Required - Beech Street Pre-school Extension Application
CC: <ouellel@halifax.ca>

Hi Ms. Uteck,

I am writing as a concerned parent to seek your assistance with a situation that impacts many families in the south end. My daughter - Kate will be starting at Sir Charles Tupper School in September. As both my husband and I work full-time, we require the services and security of a lunch and after-school program near the Tupper site. We met with Janette March at Beech Street Pre-school...in February, 2006.....who advised of her planned expansion.....and committed Kate's name to her wait-list. She advised of Kate's possible acceptance.....pending approval from HRM likely to be received by the end of April. In discussion with Ms. March last week - she advised that HRM may not be able to process the required paperwork prior to the first day of school. I am hoping that you may be able to assist us to make some necessary calls / pleas to ensure that Ms March's application is reviewed promptly and not subject to unnecessary and / or repeated delays. Kate was most impressed with the facility, particularly the 2 rabbits; I would hate to inform her that we need to look at other options secondary to processes and red tape.....which go far beyond her comprehension at this time.

If I may be of further assistance to move this situation along - please do not hesitate to contact me at home after 5:30pm at [REDACTED] or during the workday at [REDACTED]

I appreciate your assistance and attention to this matter.

Sincerely,
Marlene Grace-Fredericks

Luc Ouellet - Beech Street Preschool

From: Kim Scaravelli [REDACTED]
To: <ouellel@halifax.ca>
Date: 26/05/2006 10:07 PM
Subject: Beech Street Preschool

Re; Application for Expansion by Beech Street Preschool

Mr. Ouelett:

My name is Kim Scaravelli. I am writing in support of Janette March's application to expand her childcare facility by adding 10 spaces to her lunch and afterschool program.

I know Janette as a colleague (I owned a daycare centre for 11 years), a teacher (one of my children attended Beech Street for 3 years), a neighbour (I live in the TUpper School District) and a friend. She is a truly wonderful person and one of the gentlest, kindest women I have ever met.

My third child, Eva, will be going to Janette's in September. As a working mother, I am thrilled to have finally "made it" to Beech Street. There is nothing worse than trying to piece together child care arrangements and nothing better than being able to enjoy your "adult" time in the workplace, knowing that your child is having fun with his/her friends.

Besides being a great place for children, Janette's provides an invaluable service to the neighbourhood. With the pending closure of Chestnut Street Daycare, there will be even fewer local options when it comes to child care. In fact, I think Janette's will be the only place between Quinpool Road and the South End that offers part-day (morning) care!

This situation alone should justify her need to expand.

There have been rumors that a neighbour is concerned about noise and traffic. Frankly, this is utter nonsense. The nearly 300 children who go to school within spitting distance surely represent a greater amount of noise, traffic and general mayhem! While I am not an immediate neighbour, I cannot imagine a less disruptive "business" to have nearby. She does not open until 8am, is closed by the time everyone sits down to dinner and shuts down on all weekends, all holidays and the entire summer. Her clientele are local families, many with older children down the street at Tupper Elementary and so most kids arrive on foot, adding no real traffic to the area. And, objectively speaking, the centre is rather small, even after the expansion, which means that there are really only a handful of young children in her backyard at a time - hardly a noise problem!

With more and more young families moving out of the city core, any business that services the needs of families with children should be applauded and encouraged to thrive!

Janette March runs a quality centre. You walk through the door to the sounds of children laughing. Fingerpaintings and construction paper lanterns adorn the walls. Two bunnies play in a hutch in one corner of a brightly lit room. There are always styrofoam cups on the windowledge - tiny gardeners trying to coax string beans and marigolds out of the dirt. It is a wonderful place and I think it is great that MORE children may be able to enjoy all that it has to offer!

Kim Scaravelli
[REDACTED]

Luc Ouellet - [Fwd: Beech St. Preschool]

From: Joanne Miller [REDACTED]
To: <ouellel@halifax.ca>
Date: 02/06/2006 10:33 AM
Subject: [Fwd: Beech St. Preschool]

----- Original Message -----

Subject: Beech St. Preschool

Date: Fri, 02 Jun 2006 10:34:20 -0300

From: Joanne Miller [REDACTED]

Reply-To: [REDACTED]

To: utecks@halifax.ca

To Mr. Ouellet and Ms. Uteck,

I am writing in support of Janette March's development agreement application in the hope of helping you understand the importance of this service to our neighborhood and to our family. Next year, all of our three children are scheduled to go to Beech Street Preschool.

One of the attractions of Beech Street is the neighborhood setting which has made it an easy place for our children to adjust to. Also its proximity to Sir Charles Tupper School makes the coming adjustment to "big" school a smooth transition.

I believe that the existence of such a service in the neighborhood increases the security and well being of the neighborhood. Parents are always the first to raise the alarm, if there are any dangers, suspicious activities, or safety issues of any kind. Not every neighborhood gets to benefit from these diligent sets of eyes.

At lunch times and after school pick up time, the traffic on Beech Street can be busy, but most of this is due to the existence of Sir Charles Tupper School. Once again, though, there are many parents watching for any car going too fast, and the "evil eye" of a watching mom is by far, the most effective deterrent. In my experience, Beech Street Preschool has no peak traffic times. When I pick up my children, I am usually the only parent there. Because of the different parental schedules, traffic is staggered. Many of the people who pick up children from the preschool program (which ends just before noon) either walk from their homes or walk from their cars parked around Tupper School.

The Beech Street Preschool is a benefit to this neighborhood, which helps to create a connected community that is looking out for each other, while providing an essential service to parents. I hope you will approve Ms. March's application.

Yours Truly,
Christopher Shore
Executive Director,
Theatre Nova Scotia
[REDACTED]

From: Nicola Parker [REDACTED] <[REDACTED]@ns.sympatico.ca>
To: <contacthrm@halifax.ca>
Date: 11/06/2006 12:25:35 pm
Subject: FW: re Beech Street Preschool

To: oullel@halifax.ca
Subject: re Beech Street Preschool

Hi,
Just a note to let you know that I am a resident on Beech Street, just a few doors down from Janette's pre=school, and I am in full support of the preschool on my street.
Feel free to contact me if you have any questions.
Kind regards,
Nicola Parker

[REDACTED]

Luc Ouellet - Beech Street Preschool

From: "donna mcculloch" [REDACTED]
To: <ouellel@halifax.ca>, <utecks@halifax.ca>
Date: 17/06/2006 1:03 AM
Subject: Beech Street Preschool
CC: [REDACTED]

Dear Ms. Uteck and Mr. Ouellette

I am writing in support of further expansion of the Beech Street Preschool. I understand that expansion of the Beech Street Preschool to permit use of basement space would represent an exception to the HRM bylaws.

I presently have two school-aged children who attend Tupper school and they also attend the Beech Street Preschool for the lunch and afterschool program. Janette March provides an excellent program and the children are happy there. Their only complaint is that there are not enough school-aged children there, given that there are limited spaces available for school-aged children.

Janette March is providing a very necessary service in this neighborhood with the lunch and afterschool programs for children of Tupper school. At present, there is a very small lunch and afterschool program run privately at Tupper school but it has a very limited number of spaces available and there is a long wait list to get into the program. This leaves working parents of children at Tupper school in a dilemma for child care. Janette March is providing a very necessary service however, she too is limited by space. At present, the schoolers and preschoolers are sharing space on the main floor but this is quite confining given that activities for schoolers are often not age appropriate for preschoolers. More space is needed for educational activities, crafts, homework space, etc. Opening up the basement level to the schoolers would not only provide needed space for the schoolers already in the program, but would also allow a larger complement of schoolers to enroll and attend. This in turn would provide working parents with another very needed option for child care at lunch and afterschool.

I understand that there have been concerns raised by Beech Street residents regarding noise and traffic in the area if Janette March's preschool expands. Children DO make noise, but I can assure you as a pediatrician, that the "noise" of children is generally happy and uplifting. I too live on Beech Street and I deliberately choose to live here BECAUSE it is so close to Tupper school and BECAUSE I enjoy watching the children of Tupper laugh and sing and skip next to my house. I consider it a privilege to be able to watch the children grow and mature from year to year. I CANNOT comprehend why someone would choose to live so close to an elementary school with children everywhere if they do not enjoy the laughter and squeals of children. In addition, I very much doubt there will be much of a traffic burden as a result of any expansion of Beech Street Preschool. Most people who attend Tupper school would already be picking their children up from school and hence, would be in the neighborhood anyhow. In addition, this "parent" traffic would be very unlikely to be "troublesome" traffic given that we all want our children to be safe. I think some of these "concerned" residents need to consider the alternative to the expansion of a preschool in their neighborhood ie the very real possibility that Beech Street Preschool could be sold and turned into another of many student/ slum housing units which have become so prevalent and problematic in our area. I think these "concerned" residents have not thought thoroughly through this entire scenario. Expansion of the preschool is a wonderful, viable, and delightful option.

In closing, I do hope you will give these points due consideration as expansion of Janette March's preschool would be a great option for working parents and would also embrace the "lifeblood" of the neighborhood. Our children NEED a safe place to play and develop at lunch and afterschool and the Beech Street setting is ideal.

Sincerely,

D.M. McCulloch



Luc Ouellet - beech st. lunch and afterschool

From: Stacey Ridgway [REDACTED]
To: <ouellel@halifax.ca>
Date: 18/05/2006 8:20 PM
Subject: beech st. lunch and afterschool
CC: <utecks@halifax.ca> [REDACTED]

Mr. Ouelett

My name is Stacey Ridgway and I am writing you in support of Janette March adding ten spaces to her lunch and afterschool program. I am a resident of the area , a parent and an Early Childhood Educator . I have been involved in childcare for twenty years including preschool and lunch and afterschool care. I feel that Janette operates a first class program of the highest quality . A program that the children, parent's, Sir Charles Tupper School and the community benefit from.

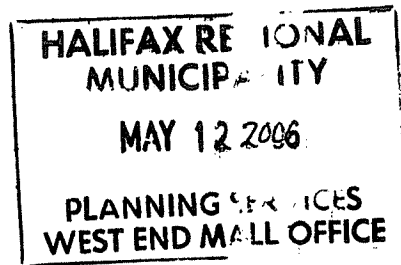
The area that we live in is very family oriented, what could be a better business to have in such an area than a pre- school, lunch and afterschool care. It certainly ranks higher in my eyes than a house full of ten to twenty university students. The sounds of children laughing and playing is much more appealing than loud music at three in the morning.

Janette is a respected member of the community who willingly gives her time to various community related associations .

I feel she should be fully supported in being allowed to add ten spaces to her lunch and after school program.

Sincerely

- Stacey Ridgway
[REDACTED]



April 29, 2006

To Whom it May Concern:

We're sorry to miss this important meeting but we are out of town.

As long-time residents of Beech Street we are very concerned about any potential deterioration of the quality and character of the block between Norwood and Jubilee. This is an outstanding street with an ideal pace of life, but we feel strongly that a doubling of the size of the day care at 1747-1748 Beech Street has no up side but a very large down side.

Currently, traffic and noise can be a slight problem with a school at one end and the present day care in the centre of the block. But we're fine with the current situation. A doubling of the day care size will mean more cars stopping and starting, more pollution, more parents rushing to and fro and more congestion and noise all along the block;

One day last month I was standing in a driveway close to the day care. A parent, obviously late to pick up his child, zoomed along the street, plowed into the driveway and ground to a halt just centimetres from me before running towards the day care. He didn't care about hitting me or affecting the neighbourhood. I assumed he just wanted to avoid a late penalty.

Do we want to double the potential for this kind of thoughtlessness and open a Pandora's Box for even more expansion and commercialization of the property? The answer is an emphatic NO.

Sincerely,

A handwritten signature in black ink, appearing to read "JAN." with a stylized flourish.

John and Sandra Nowlan