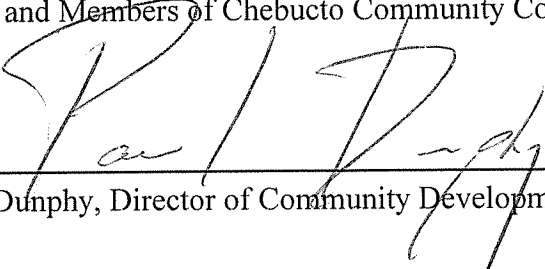




PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Chebucto Community Council
June 7, 2010

TO: Chair and Members of Chebucto Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: May 13, 2010

SUBJECT: Case 15951: Development Agreement – 3109 Joseph Howe Drive

ORIGIN

Application by Vickie Mastrapas of the Montessori Monarch Private School for a development agreement to allow for a day care facility for 20 children in conjunction with a dwelling.

RECOMMENDATION

It is recommended that Chebucto Community Council:

1. Give Notice of Motion to consider an application to allow for a day care facility for 20 children in conjunction with the single unit dwelling at 3109 Joseph Howe Drive, Halifax, and schedule a public hearing;
2. Approve the development agreement contained in Attachment A; and
3. Require the 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, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Vickie Mastrapas operates a day care facility in the basement of a single unit dwelling at 3109 Joseph Howe Drive, which is a through lot with additional frontage on Stanford Street. The residence is accessed from Joseph Howe Drive, and access to the day care is from Stanford Street. There is an outdoor play area in the rear of the property. Currently, provincially-licensed day care services are provided for 14 children through the regulations in the Halifax Peninsula Land Use By-law (Attachment B). The proposal is to expand the facility to provide care for up to 20 children inside the existing residence; this may be considered by development agreement. No changes to the exterior of the existing building are proposed at this time.

Subject property	3109 Joseph Howe Drive (PID 00198374)
Lot area	9360 square feet
Current use	Single unit dwelling with a day care facility for <i>14 children</i>
Proposed use	Single unit dwelling with a day care facility for <i>20 children</i>
Zoning	R-1 (Single Family) under the Halifax Peninsula LUB (Map 1)
Designation	Residential Environments under the Halifax MPS (Map 2)
Surrounding land uses	Mainly residential, with offices (NS Teachers Union) and a cemetery nearby
Enabling policy	Implementation Policies 3.20 and 3.20.1 (Attachment C)

DISCUSSION

This type of proposal can be considered throughout Halifax using Implementation Policy 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.

Further to Implementation Policy 3.20, Implementation Policy 3.20.1 lists the criteria to be considered when evaluating development agreements for day care facilities. Staff have reviewed the proposal in consideration of these policies. The proposal meets the criteria listed in Implementation Policy 3.20.1. Attachment C includes an analysis of these policies, as well as related details of the proposed development agreement.

Beyond municipal regulations, day care facilities for more than 6 children are subject to licensing requirements set by the Nova Scotia Department of Community Services. If the development agreement is approved, the province will consider the applicant's proposal to expand the day care

facility subject to these licensing requirements. Both the requirements of the development agreement and the provincial regulations will apply to the day care facility.

Legal Review

Consistent with Chebucto Community Council's motion of October 5, 2009, the proposed development agreement has been reviewed by HRM's Legal department and the content of the agreement has been approved.

Conclusion

Staff have considered the proposal to increase the number of children from 14 to 20 at the day care facility associated with the single unit dwelling at 3109 Joseph Howe Drive, and advise that the proposal meets the criteria set out in Implementation Policies 3.20 and 3.20.1 of the Halifax MPS. Staff recommend that Chebucto Community Council approve the development agreement, as set out in Attachment A of this report.

BUDGET IMPLICATIONS

There are no budget implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the proposed budget with existing resources.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a Public Information Meeting held on April 19, 2010. A public hearing has to be held by Council before they can consider approval of the development agreement.

For the Public Information Meeting, notices were posted on the HRM website, in the newspaper and mailed to property owners within the notification area as shown on Map 1. Attachment D contains a copy of the minutes from the meeting. Should Council decide to schedule a public hearing, property owners within the notification area shown on Map 1 will be notified of the hearing by mail. Public notices will also be posted in the local newspaper and on the HRM website.

The proposed development agreement will potentially impact the following stakeholders: local residents, property owners and NS Community Services.

ALTERNATIVES

1. Council may choose to approve the proposed development agreement contained in Attachment A of this report. This is the staff recommendation.
2. Council may refer the case back to staff with specific changes to modify the development agreement. This may require a supplementary staff report or an additional public hearing.
3. Council may refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with the MPS policies.

ATTACHMENTS

Map 1	Location and Zoning
Map 2	Generalized Future Land Use
Attachment A	Development Agreement
Attachment B	Excerpt from the Halifax Peninsula Land Use By-law – Regulations
Attachment C	Excerpt from the Halifax MPS – Policy Review
Attachment D	Minutes from April 19, 2010 Public Information Meeting

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by : Mackenzie Stonehocker, Planner I, 490-4793

Report Approved by:





Austin French, Manager of Planning Services, 490-6717



Map 1 - Location and Zoning

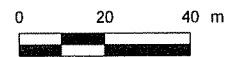
3109 Joseph Howe Drive
Halifax

-  Subject area
-  Area of notification

Halifax Peninsula
Land Use By-Law Area

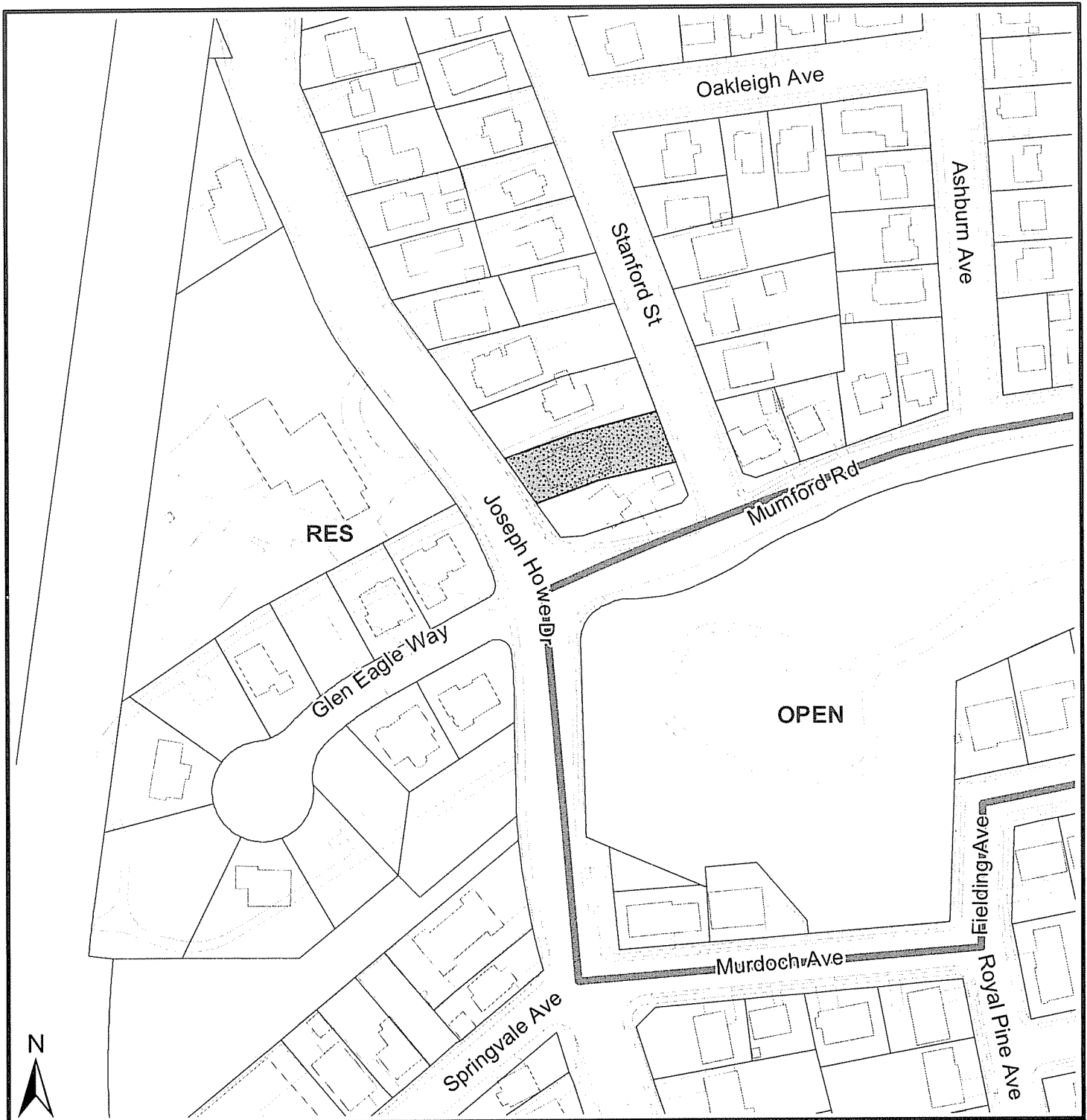
- Zone**
- R-1 Single Family Dwelling
 - R-2T Townhouse
 - R-4 Multiple Dwelling
 - C-2 General Business
 - K Schedule K
 - P Park and Institutional

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES




This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated

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



Map 2 - Generalized Future Land Use

3109 Joseph Howe Drive
Halifax

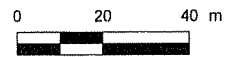
 Subject area

Halifax Plan Area

Designation

RES Residential Environments
OPEN Major Community Open Space

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES



This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated

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

Attachment A:
Development Agreement

THIS AGREEMENT made this _____ day of _____, 2010,

BETWEEN:

<INSERT DEVELOPER'S NAME>

- and -

<INSERT DEVELOPER'S NAME>

owners in joint tenancy, both of the Halifax Regional Municipality,
in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,

a municipal body corporate, in the Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner in joint tenancy of certain lands located at 3109 Joseph Howe Drive, 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 day care facility on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Implementation Policies 3.20 and 3.20.1 of the Halifax Municipal Planning Strategy and Section 99(10) of the Halifax Peninsula Land Use By-law;

AND WHEREAS the Chebucto Community Council for the Municipality approved this request at a meeting held on **<INSERT DATE>**, referenced as Municipal Case Number 15951;

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, use and subdivision of the Lands shall comply with the requirements of the Halifax Peninsula Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 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 agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

1.4.1 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.

1.4.2 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 laws, by-laws, regulations and codes applicable to the Lands.

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: DEFINITIONS

2.1 Words Not Defined under this Agreement

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law; if not defined in these documents, their customary meaning shall apply.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 15951:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan

3.2 Requirements Prior to Approval

Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

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

- (a) a day care facility for not more than 20 children in conjunction with a single unit dwelling, subject to the provisions of this Agreement;
- (b) any use permitted in the R-1 (Single Family) Zone, subject to the provisions contained within the Halifax Peninsula Land Use By-law.

3.4 Building

- 3.4.1 The day care facility shall be located in the basement level of the existing building.
- 3.4.2 Any alterations to the exterior of the building shall retain the residential character of the building and shall be subject to the requirements of the R-1 (Single Family) Zone.

3.5 Parking and Access

- 3.5.1 Two parking areas shall be provided as shown on Schedule B.
- 3.5.2 One (1) parking space for the dwelling and three (3) parking spaces for the day care facility shall be provided.

3.6 Day Care Facility: Outdoor Play Area

- 3.6.1 The outdoor play area shall be located in the rear yard as shown on Schedule B.
- 3.6.2 The outdoor play area shall be screened with view-obstructing materials, such as but not limited to a stone wall or wood fence.

3.7 Day Care Facility: Signage

Signage for the day care facility shall be accordance with the R-1 (Single Family) Zone of the Halifax Peninsula Land Use By-law as amended from time to time.

3.8 Day Care Facility: Hours of Operation

- 3.8.1 The hours of operation shall be Monday through Friday, from 7:30 am to 5:30 pm
- 3.8.2 Notwithstanding Section 3.9.1, the day care facility may be open from 5:30 pm to 9:00 pm for meetings with parents, but no child care shall occur at such times.

3.9 Maintenance

The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

PART 4: AMENDMENTS

4.1 Non-Substantive Amendments

The following item is considered by both parties to be not substantive and may be amended by resolution of Council:

- (a) The granting of an extension to the date of commencement as identified in Section 5.3 of this Agreement.

4.2 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 *Halifax Regional Municipality Charter*.

PART 5: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

5.1 Registration

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

5.2 Subsequent Owners

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

5.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

5.3 Commencement of Development

- 5.3.1 In the event that development on the Lands has not commenced within three years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the 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.
- 5.3.2 For the purpose of this section, commencement shall mean issuance of an Occupancy Permit for a day care facility for not more than 20 children in conjunction with a single unit dwelling.
- 5.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 4.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

5.4 Completion of Development

Upon the completion of the development or complete phases of the development, 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;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and 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.

5.5 Discharge of Agreement

If the Developer fails to complete the development after five years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office 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.

PART 6: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

6.1 Enforcement

The Developer agrees 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 Developer. The Developer 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 Developer agrees to allow for such an inspection during any reasonable hour within twenty four hours of receiving such a request.

6.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty days written notice of the failure or default, 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 Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense 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 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 the Lands 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; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

WITNESS that this Agreement, made in quadruplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2010.

SIGNED, SEALED AND DELIVERED in
the presence of:

<INSERT DEVELOPER'S NAME>

SIGNED, SEALED AND DELIVERED in
the presence of:

<INSERT DEVELOPER'S NAME>

=====

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

=====

**HALIFAX REGIONAL
MUNICIPALITY**

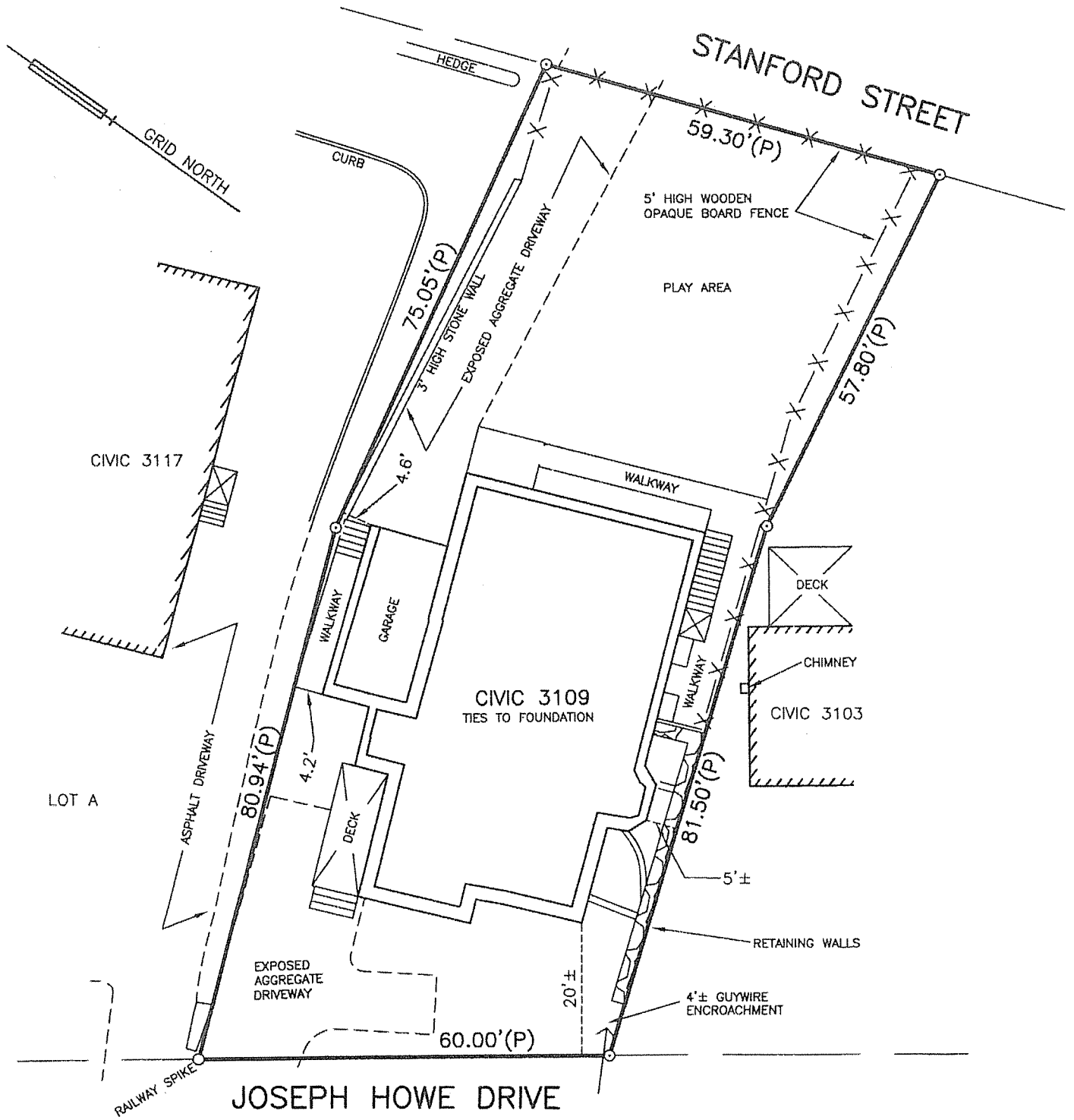
Per: _____
Mayor

Per: _____
Clerk

LOCATION : CIVIC 3109, JOSEPH HOWE DRIVE, HALIFAX

Schedule B - Site Plan

NAME : VICKIE AND VASILIOS MASTRAPAS



Attachment B:
Excerpt from the Halifax Peninsula Land Use By-law – Regulations

Definition

“Day Care Facility” means a building, part of a building or other place, whether known as a day nursery, nursery school, kindergarten, play school or by any other name (and known as a ‘child care centre’ in the Municipal Planning Strategy), with or without stated educational purpose, the operator of which for compensation or otherwise, receives for temporary care or custody, on a daily or hourly basis, during all or part of the day, apart from parents, seven (7) or more children not of common parentage, or nine (9) or more children not of common parentage who are all school-aged up to and including twelve (12) years of age; but does not include a place such as a hospital or school, does not include organized religious or recreational activities, and does not include a nursery school or kindergarten conducted as part of a school, college, academy or other educational institution where instruction is given in Grades Primary to VII.

Permitted Uses in the R-1 Zone

27(1) The following uses shall be permitted in any R-1 Zone:

- (e) a day care facility for not more than 14 children in conjunction with a dwelling;

Day Care Facility Requirements

34A Building erected, altered or used for a day care facility shall comply with the following requirements:

- (a) Except for outdoor play space, any day care facility shall be wholly contained within a dwelling which is the principle residence of the operator of the facility;
- (b) One off street parking space, other than that required for the dwelling, shall be provided. The required parking space shall be eight feet wide by sixteen feet long, and be exclusive of the front yard.
- (c) The day care facility shall be limited to a maximum of one full storey of the dwelling; this storey may be the basement.
- (d) Only one day care facility shall be permitted to be located on any lot.

Attachment C:
Excerpt from the Halifax Municipal Planning Strategy – Policy Review

Implementation Policy 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 by-law regulations may be permitted by development agreement.*

Staff comment: A day care facility for 14 children currently exists in conjunction with the single unit dwelling on the subject property. This use meets the regulations of the Halifax Peninsula Land Use By-law (LUB). The proposed increase to 20 children is greater than the size permitted by the LUB, so it must be considered through a development agreement.

Implementation Policy 3.20.1: *In considering approval of such development agreements, Council shall consider the following:*

Staff comment:

- | | |
|---|---|
| <p>a. <i>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.</i></p> | <p>No changes to the exterior of the existing house are proposed. While the basement was designed to accommodate a day care, the building looks like a typical house from the front (Joseph Howe Drive) and the day care portion could easily be converted for residential purposes. Since the day care follows a Montessori program, playground equipment is not used.</p> |
| <p>b. <i>the hours of operation shall be such that adverse impacts of noise and traffic movements on adjacent residential uses are reduced.</i></p> | <p>Hours of operation are not expected to adversely impact any neighbours. The development agreement limits child care to weekdays from 7:30 am to 5:30 pm, though meetings with parents may also occur during the evening.</p> |
| <p>c. <i>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.</i></p> | <p>The development agreement requires one parking space for residential use (equivalent to the LUB requirement) and three parking spaces for day care staff in the driveway from Stanford Street. On-street parking is also available on Stanford Street. Buffering concerns did not arise during public consultation, and the rear yard is screened with a fence and stone wall.</p> |

Staff comment:

- 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.*
- The existing outdoor play area has been designed to meet the requirements of the Department of Community Services for a licensed day care facility, as well as to accommodate a Montessori program. No issues were brought forward during public consultation, and no changes to the existing site design are proposed.
- e. *vehicular access to and egress from the child care centre and pedestrian movement shall be accommodated in a manner which encourages safety.*
- Though the civic address and residential access are on Joseph Howe Drive, access to the day care is from Stanford Street, with is a low volume road with good access to adjacent streets in the area. It is not expected that there will be any traffic issues.
- 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.*
- The existing signs are relatively small (~2 square feet) and inconspicuous. The signage meets the requirements of the LUB, and no changes are proposed.
- 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.*
- Apart from the Montessori Monarch Private School, the Department of Community Services does not list any licensed day care facilities in the notification area shown on Map 1. Furthermore, neither Joseph Howe Drive nor Stanford Street is a cul-de-sac.
- h. *all other relevant policies of the municipal planning strategy with particular reference to the Residential Environments section.*
- The property is designated Residential Environments under the Halifax MPS. Policy 2.4.2 of the Residential Environments section mentions day care centres generally, but the policies listed on this page are more specific.

Attachment D:
Minutes from April 19, 2010 Public Information Meeting

**HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE # 15951 – Montessori Monarch Private School**

7:00 p.m.

Monday, April 19, 2010

St. Andrews Centre (Seniors Lounge), Halifax

IN ATTENDANCE: Mackenzie Stonehocker, Planner, HRM Planning Services
Hilary Campbell, Planning Technician, HRM Planning Services
Sharlene Seaman, Planning Controller, HRM Planning Services
Councillor Jerry Blumenthal
Councillor Linda Mosher
Councillor Russell Walker

ALSO IN ATTENDANCE: Vickie Mastrapas, Applicant and property owner
Billy Mastrapas, Property owner

PUBLIC IN ATTENDANCE: Approximately 4

The meeting commenced at approximately 7:05 p.m.

1. Opening remarks / Introductions / Purpose of meeting – Mackenzie Stonehocker

Ms. Stonehocker opened the meeting by welcoming everyone. She introduced herself as the planner and she introduced the applicant.

She stated that the purpose of the meeting was to hear public comments and questions concerning the application by Montessori Monarch Private School for a development agreement to increase the number of children at the existing day care facility at 3109 Joseph Howe Drive, Halifax from fourteen to twenty children.

2. Overview of planning process – Mackenzie Stonehocker

Ms. Stonehocker stated that a development agreement is a legal instrument that writes out a specific set of rules for the property in question. It is registered with and will run with the land, no matter who owns the property. She then turned the floor to the applicant for her presentation of the proposal.

3. Presentation of Proposal – Vickie Mastrapas

Ms. Mastrapas introduced herself as the directress at Montessori Monarch Private School. She noted the location and advised that it had been open since two thousand eight. The facility is designed and newly built specifically for the purpose it serves. The building is a single unit dwelling on a double lot that stretches from Joseph Howe Drive back to Stanford Street.

The entrance to the school is on the bottom level at the back of the building, where the natural playground is located. She feels that the school offers children, ages three to six, a positive introduction and solid foundation to their education.

Ms. Mastrapas advised that Montessori education is a unique philosophy developed by Maria Montessori in Italy over one hundred years ago. The materials at her school are exclusive to Montessori education and may not be found in traditional daycares or schools. The students are able to learn and develop independently and at their own pace. Because of this, children have a tendency to experience an academic advancement that is not witnessed within other preschool programs.

Ms Mastrapas stated that Montessori schools have become popular across Canada and her school is currently the only authentic Montessori program in Halifax. Other schools and programs claim to offer Montessori education but often have a vague concept of what the educational philosophy encompasses and are not properly accredited.

The Association Montessori International (AMI) was created by Dr. Maria Montessori to protect her work and it is under this organization that individuals must study to obtain an authentic diploma. Her staff continues to study under AMI and adheres very closely to the original ideas outlined by Montessori. A Montessori school with AMI accreditation is recognized worldwide and this is the reason the program is so sought after.

She stated that the authenticity of the school is what has led it to be saturated in such a short period. They have had calls from across Canada, on a consistent basis, wanting to enroll their children. Her wait list for two thousand ten had twenty children on it, of which they were able to accommodate five. The current zoning allows for fourteen children and they would propose to adjust it to allow for twenty. The square footage is available and no physical changes to the building would be necessary.

Ms. Mastrapas advised that in relation to traffic, morning drop-off and evening pick-up times span half an hour. This allows parents to drop off their children at various increments within the half hour, as opposed to all at once. One-third of the children are picked up at noon and the remaining two-thirds are picked up in the late afternoon. This helps with avoiding traffic congestion on Stanford Street.

She noted that her hope as a young entrepreneur was to open a school, work at something she is passionate about and possibly make a small difference in the lives of a few children and their

families. She never dreamed that the school would be so successful in such a short period of time. She believes that the school is an asset to the community and is a fantastic experience for everyone involved. She stated that this change to the zoning will allow them to accommodate six more children and is an opportunity to provide more children and their families with a wonderful introduction to education.

4. Questions / Comments

Councillor Blumenthal commented that he thought the application was a great idea.

Councillor Mosher asked how the Montessori Monarch Private School differed from the Montessori program off Quinpool Road.

Vicki Mastrapas stated that anyone could use the term 'Montessori' as Maria Montessori didn't protect her name. This means that anyone can build a 'Montessori' school or daycare and not have anything to do with accredited Montessori education. AMI accreditation was required after Maria Montessori realized the problem. Her school does have the proper AMI training, as well as a fully functional classroom with all the materials needed for a Montessori school.

Mr. Patrick Murphy asked when the pick up time was in the afternoon.

Ms. Mastrapas advised it was between three thirty and three forty five in the afternoon. She stated that the times seemed to be working well.

Ms. Stonehocker stated that with the entrance being on Stanford Street, rather than Joseph Howe Drive, there is a reduction in traffic impact.

Councillor Mosher asked if more children could be added to the facility or if this was the maximum.

Ms. Mastrapas stated that six more children was the maximum. If they wanted more than twenty, they would have to do some major changes to the building and at this point, it was not something they would be considering.

Ms. Stonehocker stated that the Department of Community Services limits the amount of children based on the facilities in the building.

Councillor Mosher stated that she used to represent the district in which the facility is located and she had not had any calls. She clarified that the application will maximize what is allowed under the Provincial regulations.

Ms. Stonehocker stated that she was correct.

Councillor Blumenthal asked how many staff were employed at the facility.

Ms Mastrapas stated that she was the head directress and there is a French assistant who works with her all of the time. She is also hiring another teacher next year, who will be AMI trained, so that will make three staff in total.

Ms. Stonehocker stated that from a policy perspective, there is enough room on the property for parking, although there is currently on-street parking available as well.

5. Closing comments

Ms. Stonehocker advised that the next step in the planning process will be to take the minutes from tonight's meeting, as well as any questions or concerns, and attach them to a staff report that will be brought forward to Chebucto Community Council (CCC), as it is in Councillor Russell Walker's district. There will be first reading and then a public hearing before a decision is made on the development agreement. She noted that there is a policy in the Halifax Municipal Planning Strategy that allows consideration for daycares that are beyond the as-of-right capabilities. Staff will use this policy to evaluate the application.

She provided her business cards and contact information for anyone wishing to make comment on the application, asked for any other questions and thanked everyone for attending the meeting.

6. Adjournment

The meeting adjourned at approximately 7:20 p.m.