

**Western Region Community Council**  
**April 23, 2012**

**TO:** Chair and Members of the Western Region Community Council

**SUBMITTED BY:**



Peter Stickings, Acting Director, Planning & Infrastructure

**DATE:** March 22, 2012

**SUBJECT:** Case 16861, Development Agreement for a Day Care Facility – 31  
Pinedale Drive, Prospect Bay

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**ORIGIN**

Application by Prospect Bay Children's Centre Ltd.

**RECOMMENDATION**

It is recommended that the Western Region Community Council:

1. Move Notice of Motion to consider approval of the proposed Development Agreement, presented as Attachment A, and schedule a Public Hearing;
2. Approve the proposed Development Agreement, as described in Attachment A to this report, to permit a day care facility by Development Agreement on 31 Pinedale Drive in Prospect Bay; and
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, 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**

An application for a development agreement has been received from Lynda Noble to permit the development of a day care facility located on the north side of Pinedale Drive, Prospect Bay, identified by PID No. 40039984 (Map 1). The applicant currently operates the Prospect Bay Children's Centre on the Prospect Bay Road, which provides day care for 30 children in various age groups. Due to the rapidly growing demand for day care facilities in the Prospect Bay area, the applicant is proposing to establish a new day care facility for up to 66 children and 10 adult staff, on the subject property (Map 1).

### **Proposal**

This application is to create a new day care facility, which is to be operated from a one-storey building comprising of:

- a reception area, office and conference area for staff;
- five separate play rooms/areas for school-aged children, pre-schoolers, toddlers and infants;
- an outdoor gated landscaped play area for the children; and
- a partitioned section in the play area dedicated for infants.

The facility is proposed to be accessed by a driveway on Pinedale Drive and will include a minimum of 14 parking spaces.

### **Location, Designation, Zoning and Surrounding Land Use**

- The subject property is:
  - located in Pinedale Park subdivision - west side of Prospect Bay Road (Map 1);
  - located in a predominantly residential neighbourhood;
  - vacant and approximately 3 hectares (7.4 acres) in area;
  - designated "Rural Residential B" under the Municipal Planning Strategy for Planning District 4 (MPS) (Map 2);
  - zoned I-1 (Light Industry) under the Land Use By-Law for Planning District 4 (LUB) (Map 1); and
  - bounded by Pinedale Drive to the south, residential properties to the east, and undeveloped forested lands to the north and west.
- The south eastern portion of the site was occupied for nearly 50 years by a series of commercial land uses that included a building supply store, a grocery store and a commercial braided synthetic rope manufacturer (Maritime Cordage Ltd.), which was destroyed by fire in 2008.

### **Existing Structures**

The south eastern portion of the property has continuously been partially developed, while the remainder is mainly forested, with the exception for a few walking paths, ATV trails, and bedrock outcrops located in the south western portion of the property. The following structures are still present:

- An asphalt driveway from Pinedale Drive that is located at the southeast corner of the property (Schedule B in Attachment A), which will be utilized to access the proposed development;
- The driveway extends into an asphalt-surfaced parking area occupying the eastern portion of the former building footprint;
- A concrete foundation associated with the previous commercial use, Maritime Cordage Ltd.;
- An abandoned dug well is located in the southwest corner of the former building;
- A septic tank is located at the northeast end of the parking area and was utilized in 2006; and
- A small pump house; the subject property houses a drilled well and pump system. Water from the drilled well is distributed from the pump house to James Street, where approximately 14 homes are supplied with water from this well.

**Enabling Policy**

Policy RRB-9 of the MPS enables Council to consider day care facilities by development agreement. This policy contains criteria for Council to consider when evaluating a development agreement proposal of this nature, including the need to assess the general evaluating criteria as set out in Policy IM-11. The applicable policy provides evaluation criteria designed to encourage institutional and community uses, including day care facilities, within the residential community of Prospect Bay. Attachment C contains the applicable policy for the application.

**Land Use Provisions**

Day care facilities are not permitted as-of-right under the current I-1 Zone or any residential zone in the LUB; they are only permitted in the Rural Residential Commercial (RRA-C, RRB-C, RRD-C and RRE-C) Zones and the P-2 (Community Facility) Zone. Although these zones provide the consideration for the development of day care facilities, they lack established provisions that place controls on the important aspects of these facilities such as the number of children, outdoor play areas, and hours of operation.

The following land uses are permitted under the I-1 Zone, subject to provisions detailed in Attachment C:

Manufacturing operations	Warehouse operations
Wholesale operations	Research facilities
Postal and courier depots	Recycling depots
Taxi and bus depots	Transport facilities & maintenance yards
Parking lots	General contracting and storage yards
Communication stations	Mobiles & offices accessory to permitted uses
Composting operations	C-2 (General Business) Zone uses: commercial only

**DISCUSSION**

Staff has conducted an evaluation of the proposed development in relation to applicable policies of the MPS detailed in Attachment B. The following issues have been identified for more detailed discussion:

### **1) Development Impacts**

To ensure that the proposed development is properly integrated within the existing residential community, Policy RBB-9 lists criteria for Council to consider when evaluating proposals prior to the Municipality entering into development agreements, which include site-specific controls such as land use, building and site requirements, parking and access. Attachment B includes Staff's analysis of the proposal against this policy.

Therefore, should Council choose to consider the proposal, the attached development agreement will permit the development of a day care facility that is compatible and appropriate with the neighbourhood.

### **2) On-Site Services**

Policy RRB-9 speaks to a proposal's adequacy relative to on-site sewerage and water services (Attachment B).

#### Sewerage Services

With regard to on-site sewerage, Nova Scotia Environment (NSE) has issued an approval to construct and operate a sewage treatment plant for the proposed day care facility. The proposed development agreement requires the applicant to provide HRM with the required approvals before issuing a Construction Permit.

#### Water Services

As the subject property falls outside of a Water District Boundary, water must be provided through a privately owned and operated water supply system. Staff required a Level I and Level II Groundwater Assessment report as part of this application process. The assessment included water quality and quantity measurements from a test well drilled on the subject property.

As per the assessment, the proposed facility is to be designed with a maximum capacity of 76 persons (66 children/infants and 10 adult staff). The assessment reports anticipate the property occupants to consume low to moderate quantities of water (i.e. kitchen, bathroom facilities, etc.). Although the groundwater reports indicate the test well is capable of producing abundant amounts of water, the water quality results indicate concentrations of arsenic and uranium greater than the Guidelines for Canadian Drinking Water Quality. As a result, Staff requested that the applicant undertakes an additional advanced groundwater assessment, Level II, prior to presenting the proposed development agreement to Council for consideration.

The advanced assessment report indicates that the groundwater needed to support the day care facility will require treatment. The assessment recommended a drilled well groundwater augmentation system as primary source with water softening and reverse osmosis unit to treat the water, and the installation of a rainwater cistern as an additional water supply source with treatment for bacteria. The proposed development agreement will require the applicant to satisfy the water treatment mechanisms recommendations as outlined in the advanced assessment report, prior to the issuance of any municipal permits.

### **3) Existing Structures**

The proposed development agreement requires the applicant to provide a written confirmation and photographs that demonstrate that existing structures related to the former use of the property, including the old foundation, are removed prior to the construction of the day care facility. In addition, the dug well will be decommissioned in accordance with the Nova Scotia Environment (NSE) regulations. However, the existing drilled well and pump house will continue supplying water to the James Street residences.

### **4) Future Subdivision**

The applicant has indicated the wish to subdivide the property to create residential lots in the future, due to the size of the subject property which is approximately 7.4 acres. The minimum lot area provision for a single unit dwelling under the RA-1 (Residential A-1) Zone is 20,000 square feet within the Plan Area. However, the proposed development agreement requires a minimum of 30,000 square feet as the subject property will require on-site water and sewerage services.

In the event the applicant decides to proceed with subdividing the subject property, the proposed development agreement enables Council to consider the subdivision requests through a non-substantive amendment process (Attachment A).

### **5) Nova Scotia Department of Community Services**

Day care facilities for more than 6 children are subject to the licensing requirements of the Nova Scotia Department of Community Services. If the development agreement is approved, the province will consider the applicant's proposal to establish the day care facility subject to their requirements. Both the requirements of the development agreement and the provincial regulations will apply to the day care facility.

### **Conclusion**

The proposal satisfies the applicable policies of the MPS; therefore, Staff recommends that the Western Region Community Council approve the proposed development agreement as described in Attachment A.

## **BUDGET IMPLICATIONS**

The HRM cost associated with processing this planning application can be accommodated within the approved operating budget for C310.

## **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 May 19, 2011. A public hearing has to be held by Council before they can consider approval of any amendments.

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 proceed with a Public Hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area as shown on Map 1 will be notified.

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

## **ALTERNATIVES**

1. Community Council may choose to approve the proposed development agreement provided as Attachment A of this report. This is the staff recommendation.
2. Community Council may choose to propose modifications to the proposed development agreement. Such modifications may require further negotiations with the Developer and may require a supplementary report or an additional public hearing.
3. Community Council may choose to refuse the proposed development agreement. Pursuant to the Halifax Regional Municipality Charter, Council must provide reasons for this refusal based on the policies of the MPS.

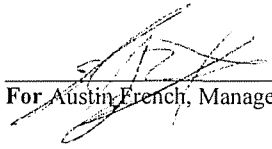
## **ATTACHMENTS**

Map 1	Location and Zoning
Map 2	Generalized Future Land Use
Attachment A	Development Agreement
Attachment B	MPS for Planning District 4 – Review of Relevant Policies
Attachment C	Excerpt from the LUB for Planning District 4 – Regulations
Attachment D	Public Information Meeting Minutes – May 19, 2011

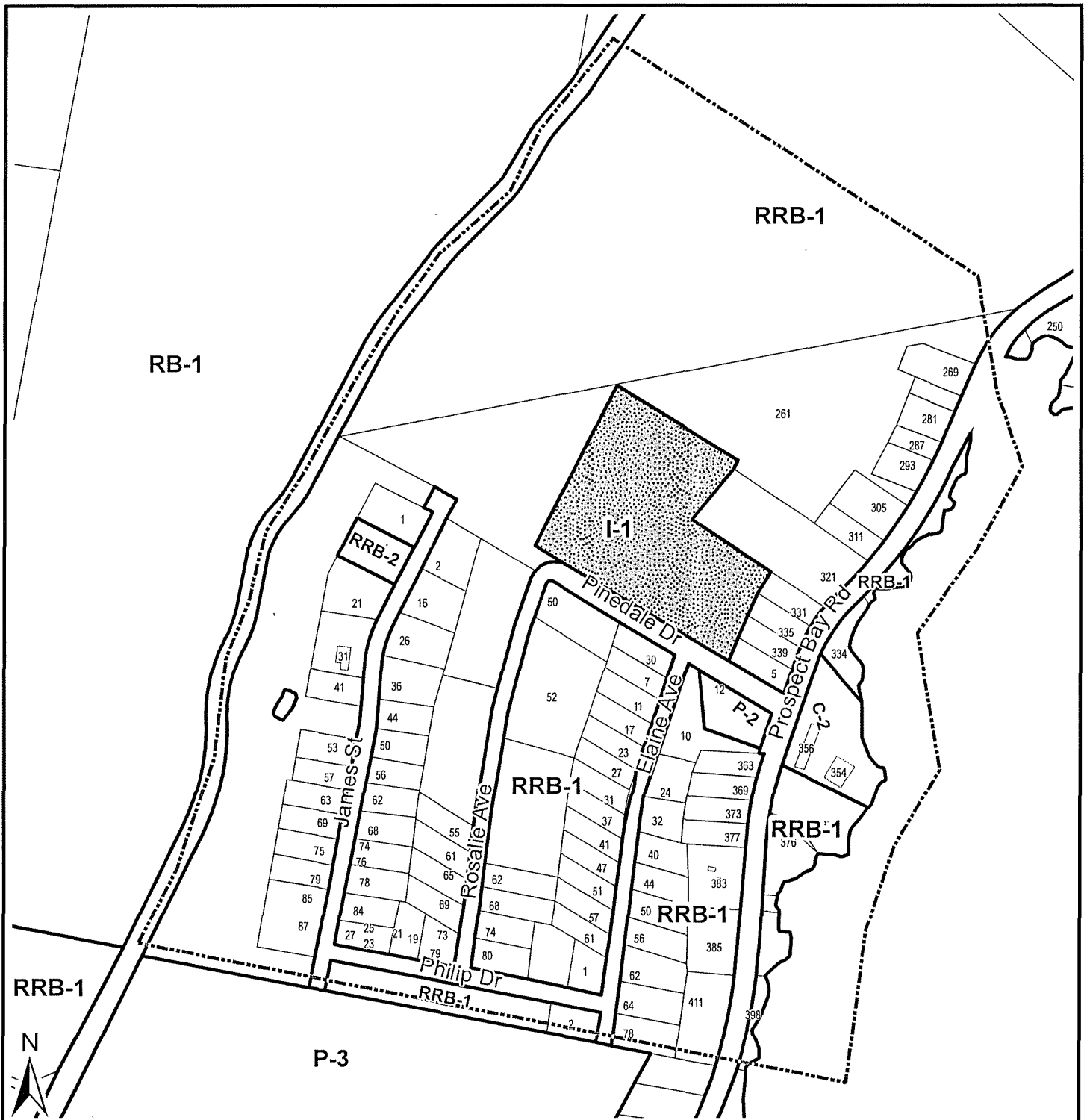
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Dali H. Salih, Planner, Planning Services, 490-1948

Report Approved by:



  
For Austin French, Manager of Planning Services, 490-6717

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## Map 1 - Location and Zoning

31 Pinedale Drive  
Prospect Bay

-  Subject area
-  Area of notification


Planning District 4  
(Prospect Road) Plan Area

### Zone

- RB-1 Residential B-1
- RRB-1 Rural Residential B-1
- RRB-2 Rural Residential B-2
- C-2 General Business
- I-1 Light Industry
- P-2 Community Facility
- P-3 Conservation

**HALIFAX**  
REGIONAL MUNICIPALITY  
COMMUNITY DEVELOPMENT  
PLANNING SERVICES

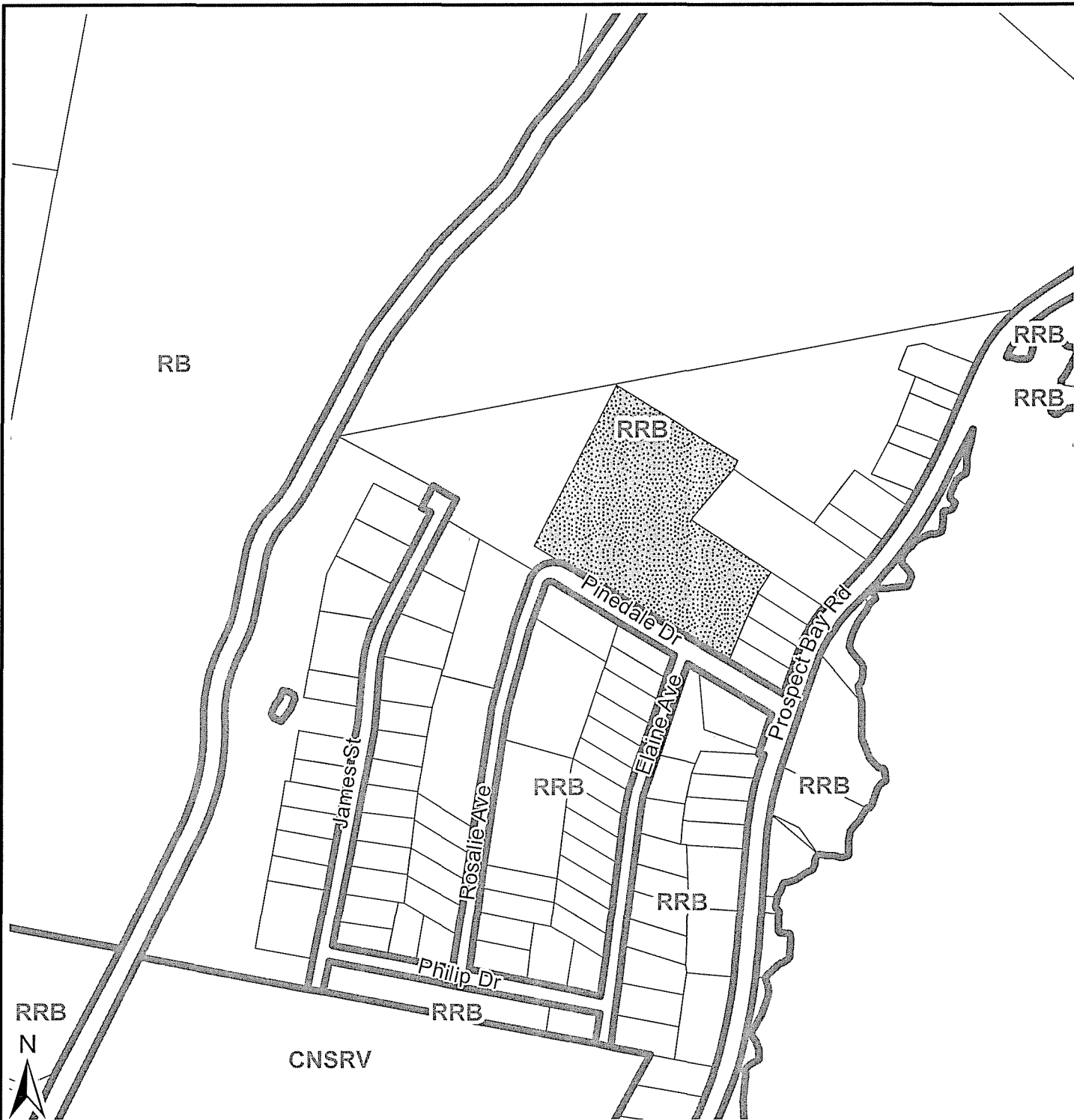
0 30 60 90 120 m



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

31 Pinedale Drive  
Prospect Bay


 Subject area

Planning District 4  
(Prospect Road) Plan Area

### Designation

RB	Residential B
RRB	Rural Residential B
CNSRV	Conservation

**HALIFAX**  
REGIONAL MUNICIPALITY  
COMMUNITY DEVELOPMENT  
PLANNING SERVICES

0 30 60 90 120 m  


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:**  
**Proposed Development Agreement**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

BETWEEN:

**[INSERT DEVELOPER NAME]**

a body corporate, 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 of certain lands located at 31 Pinedale Drive, Prospect Bay **[INSERT PID#]** 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 Policies RRB-9 and IM-11 of the Municipal Planning Strategy for Planning District 4 and Section 3.16 (d)(v) of the Land Use By-law for Planning District 4;

AND WHEREAS the Western Region Community Council for the Municipality approved this request at a meeting held on **[INSERT DATE]**, referenced as Municipal Case Number **16861**;

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 Land Use By-law for Planning District 4 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: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

### **2.1 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 **16861**:

Schedule A    Legal Description of the Lands(s)  
Schedule B    Site Plan

### **2.2 Requirements Prior to Approval**

2.2.1 Prior to the issuance of a Construction Permit for a day care facility on the Lands, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Written confirmation and photographs to the Development Officer demonstrating that existing structures on the Lands have been removed;
- (b) Nova Scotia Environment approval of existing or any new on-site water distribution system as described in Section 3.2 of this Agreement;
- (c) Nova Scotia Environment approval of existing or any new on-site sanitary system as described in Section 3.3 of this Agreement; and
- (d) Certification from a Professional Engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to Section 4.1 this Agreement.

2.2.2 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.

### **2.3 General Description of Land Use**

The use(s) of the Lands permitted by this Agreement are the following:

- (a) A day care facility for not more than 66 children; and
- (b) Accessory uses to the foregoing use.

### **2.4 Building and Site Requirements**

2.4.1 The building shall comply with the following:

- (a) Lot coverage shall not exceed 50 percent;
- (b) Lot area shall be a minimum of 30,000 square feet (2,787.1 square metres);
- (c) Minimum frontage shall be 100 feet (12.0 metres);
- (d) The building shall be a minimum of 30 feet (9.1 metres) from the front lot line;
- (e) Maximum height shall not exceed 40 feet (12.2 metres); and
- (f) All portions of the building above grade shall have a minimum of 30 feet (9.1 metres) setback from any side and rear property lines.

2.4.2 The Development Officer may permit up to a maximum of 10 percent increase in building size in accordance with the requirements of Section 2.4.1.

2.4.3 The Development Officer may permit unenclosed structures attached to the main building such as decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of this Agreement.

### **2.5 Outdoor Play Area**

2.5.1 The outdoor play area shall be:

- a) located in the rear yard as shown on Schedule B; and

- b) screened from neighbouring properties with view-obstructing materials, such as but not limited to a stone wall or wood fence.

## **2.6 Landscaping**

2.6.1 All existing natural vegetation shown on Schedule B shall be maintained.

2.6.2 Areas not identified on Schedule B as asphalt driveway, asphalt parking, building footprint, and fenced play area shall be landscaped with a combination of grass, plants, and shrubs.

## **2.7 Parking, Circulation and Access**

2.7.1 All parking areas, driveways and circulation aisles on the Lands shall have a finished hard surface such as asphalt, concrete, paving stones, interlocking paving stones, or an acceptable equivalent in the opinion of the Development Officer.

2.7.2 The parking area shall:

- a) be sited as shown on Schedule B;
- b) maintain setbacks from the property lines as shown on Schedule B; and
- c) provide a minimum of 14 parking spaces.

## **2.8 Outdoor Lighting**

Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

## **2.9 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.

## **2.10 Signage**

Signs shall only be externally illuminated.

## **2.11 Hours of Operation**

2.11.1 The day care facility shall be permitted to operate between the hours of 7:00 am and 8:00 pm, Monday through Friday.

2.11.2 Notwithstanding Section 2.11.1, the day care facility may be open from 8:00 pm to 9:00 pm for meetings with parents and music lessons to enrolled children, but no child care shall occur at such times.

2.11.3 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00 am and 9:00 pm.

## **2.12 Screening**

2.12.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from public streets by means of opaque fencing or masonry walls with suitable landscaping.

2.12.2 Propane tanks and electrical transformers shall be located on the Land in such a way as to be screened from view and ensure minimal visual impact from a public street and abutting residential properties.

## **PART 3: STREETS AND MUNICIPAL SERVICES**

### **3.1 Off-Site Disturbance**

Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer in consultation with the Development Engineer.

### **3.2 On-Site Water System**

3.2.1 The Lands shall be serviced with a privately operated on-site water supply system.

3.2.2 In accordance with clause (b) of Section 2.2.1, no Construction Permit for any component of the development on the Lands shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals, as applicable, from Nova Scotia Environment respecting the design, installation, and operation of the on-site water system, including treatment systems.

3.2.3 The on-site water treatment systems shall consist of:

- a) a drilled well groundwater augmentation system as primary source with water softening and reverse osmosis unit for water treatment; and
- b) a rainwater cistern as an additional water supply source with treatment for bacteria.

### **3.3 On-Site Sanitary System**

- 3.3.1 The Lands shall be serviced with a privately owned and operated sewer systems and treatment facilities.
- 3.3.2 The Developer shall have a qualified professional prepare the sewer system treatment facilities and submit the plans to the Municipality, NS Environment and any other relevant agency. Further, no Construction Permit shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required by the NS Environment respecting the design, installation, construction of the on-site sewer system.

## **PART 4: ENVIRONMENTAL PROTECTION MEASURES**

### **4.1 Stormwater Management Plans**

Prior to the commencement of any site work on the Lands, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall submit to the Development Officer a Stormwater Management Plan prepared by a Professional Engineer.

## **PART 5: AMENDMENTS**

### **5.1 Non-Substantive Amendments**

The following items are considered by both parties to be non- substantive and may be amended by resolution of Council:

- a) An increase in the number of children by a maximum of 10 percent;
- b) An increase in the size of the play area by a maximum of 10 percent;
- c) An increase in the size of the footprint of the main building by up to a maximum of 20 percent, provided that the increase of the building shall comply with the requirements of Section 2.4.1 of this Agreement;
- d) The relocation of play area except within the front yard;
- e) The discharging of that portion of the Lands not required by the day care facility as per this Agreement;
- f) The granting of an extension to the date of commencement of construction as identified in Section 6.3.1 of this Agreement; and
- g) The length of time for the completion of the development as identified in Section 6.5 of this Agreement.

### **5.2 Substantive Amendments**



Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

## **PART 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **6.1 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.

### **6.2 Subsequent Owners**

6.2.1 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.

6.2.2 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).

### **6.3 Commencement of Development**

6.3.1 In the event that development on the Lands has not commenced within three (3) 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 Bylaw.

6.3.2 For the purpose of this section, commencement of development shall mean issuance of a Construction Permit for a day care facility.

6.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under clause (f) of Section 5.1, 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.

### **6.4 Completion of Development**

Upon the completion of the whole 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 Municipal Planning Strategy and Land Use By-law for Planning District 4, as may be amended from time to time.

## **6.5 Discharge of Agreement**

If the Developer fails to complete the development after five (5) 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 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **7.1 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.

### **7.2 Failure to Comply**

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) 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 triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**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:

\_\_\_\_\_

**(Insert Registered Owner Name)**

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

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

=====

**HALIFAX REGIONAL  
MUNICIPALITY**

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

Mayor

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

Municipal Clerk

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, 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 \_\_\_\_\_, \_\_\_\_\_ of the parties thereto, signed, sealed and delivered the same in h presence.

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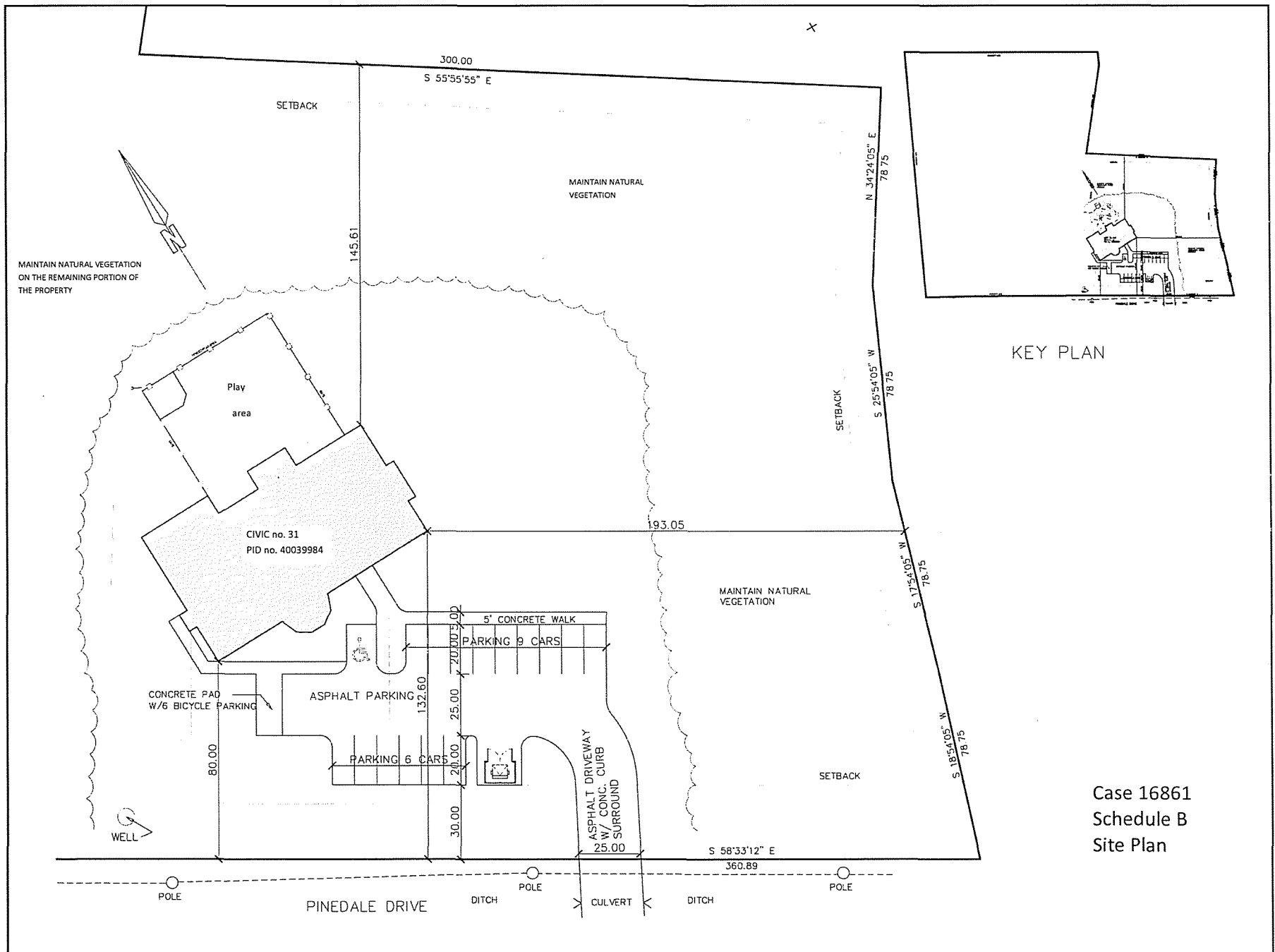
A Commissioner of the Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that \_\_\_\_\_, Mayor and \_\_\_\_\_, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in h presence.

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A Commissioner of the Supreme Court  
of Nova Scotia



**ATTACHMENT B:**  
**Municipal Planning Strategy for Planning District 4 –**  
**Review of Relevant Policies**

The request to allow a day care facility for 66 children on 31 Pinedale Drive, Prospect Bay is consistent with Policy RRB-9 and IM-11 of the Municipal Planning Strategy for Planning District 4 (MPS). Findings that support this position are as follows:

**SECTION III: “RURAL RESIDENTIAL B” DESIGNATION**

Land Use Policies

	<b>Staff comment:</b>
<b><i>Policy RRB-9:</i></b> <i>within the Rural Residential B Designation, Council may consider permitting institutional uses [schools, churches, day care facilities, fire and police stations, medical clinics, libraries, community centres and recreation use] including fraternal halls and centres, excluding uses proposed by the Municipality, in accordance with the development agreement provisions of the Planning Act.</i>	Policy emphasizes the importance of establishing institutional uses such as day care facilities within residential areas. These facilities have significant impacts on residential neighbourhoods in terms of traffic, parking and noise. To ensure that such facilities properly integrate within the community and eliminate any adverse effects, Council may consider them through the development agreement process.

***Policy RRB-9:*** *In considering such development agreements, Council shall have regard to the following:*

	<b>Staff comment:</b>
<i>a. that the site exhibits characteristics which make the location particularly suitable for the proposed use;</i>	<ul style="list-style-type: none"> <li>• The property falls within a residential subdivision, Pinedale Park. It is bounded by Pinedale Drive to the south, residential properties to the east, and undeveloped forested lands to the north and west.</li> <li>• There’s a rapidly growing demand for day care facilities in the Prospect Bay area. The need for such facilities was expressed at the Public Meeting held on May 19, 2011.</li> </ul>
<i>b. that the proposal will not adversely affect nearby residential development by virtue of traffic generation, noise, visual intrusion, and/or littering;</i>	<p><b><u>Traffic Generation</u></b></p> <ul style="list-style-type: none"> <li>• NS Transportation and Infrastructure Renewal (TIR) reviewed the proposed driveway access and it was determined that it meets TIR’s requirements for stopping sight distance for a commercial entrance. As a result, the applicant was advised that a Traffic Impact Statement (TIS) was not required.</li> </ul>

	<ul style="list-style-type: none"> <li>The applicant is proposing a total of 16 parking spaces. The proposed development agreement requires a minimum of 14 spaces.</li> </ul> <p><b>Noise</b> The HRM By-law Number A-200 (Noise By-law) regulates noise related to day care facilities. To further address potential noise issues related to the establishment of the day care facility, the proposed development agreement contains provisions addressing hours of operation.</p> <p><b>Visual Intrusion</b> The proposed development does not disturb the visual appeal of the surrounding community.</p>
<i>c. that adequate separation distances are maintained from low density residential developments and that landscaping measures are considered which would help reduce the visual effects of the proposed use;</i>	<ul style="list-style-type: none"> <li>There is a buffer of natural vegetation of approximately 140 feet that separates the northern and eastern portions of the property from adjacent residential properties. The remainder of the property is heavily forested.</li> <li>The proposed development agreement requires that areas surrounding the facility remain in their natural state.</li> </ul>
<i>d. the impact of the proposed use on the existing road network in terms of traffic generation and vehicular and pedestrian safety;</i>	<ul style="list-style-type: none"> <li>The proposed day care facility will be accessed from Pinedale Drive, which is also used to access the Pinedale Subdivision.</li> <li>The proposed day care facility will generate traffic at certain times during the day as hours of operation are between 7:00 am and 8:00 pm (extended hours), Monday through Friday.</li> <li>Traffic generation is not anticipated to have adverse impacts on the surrounding residential neighbourhood.</li> </ul>
<i>e. the general maintenance of the facility;</i>	The development agreement includes provisions for general maintenance.
<i>f. the means by which solid and liquid wastes will be treated;</i>	As the property is not serviced with Municipal water or sewer, services to the day care facility will be provided through on-site septic and water distribution systems. These services are under the jurisdiction of Nova Scotia Environment.



g. <i>the hours of operation;</i>	<ul style="list-style-type: none"> <li>• Hours of operation are not anticipated to adversely impact surrounding residents.</li> <li>• The development agreement permits the day care facility to operate and provide child care services between the hours of 7:00 am and 8:00 pm (extended hours), Monday through Friday.</li> <li>• Meetings with parents and music lessons offered to enrolled children and community members may occur between the hours of 8:00 pm to 9:00 pm, but no child care shall be permitted.</li> </ul>
h. <i>the potential impact of the proposed development on soil, vegetation, natural features, and, in particular, potential effects on watercourses; and</i>	<p>The proposed development will improve the current condition of the property. The potential impacts are as follows:</p> <p><b>Soil, Vegetation and Natural Features:</b> The development will retain the natural vegetation and features of the site. The applicant intends on constructing the facility on the vacant portion of the property (<i>refer to Site Plan included within DA</i>).</p> <p><b>Effects on Watercourses:</b> No watercourses exist on the property.</p>
i. <i>the provisions of Policy IM-11.</i>	See below.

**Implementation Policy IM-11:** *In considering development agreements or amendments to the land use bylaw, in addition to all other criteria as set out in various policies of this Planning Strategy, Council shall have appropriate regard to the following matters:*

a. <i>that the proposal is in conformity with the intent of this Planning Strategy and with the requirements of all other municipal by-laws and regulations;</i>	<p><b>Staff comment:</b></p> <p>The proposal is consistent with the intent of the Municipal Planning Strategy for Planning District 4 (MPS).</p>
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<p><i>b. that the proposal is not premature or inappropriate by reason of:</i></p> <ul style="list-style-type: none"> <li><i>i. the financial capability of the Municipality to absorb any costs relating to the development;</i></li> <li><i>ii. the adequacy of on-site sewerage and water services;</i></li> <li><i>iii. the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;</i></li> </ul>	<ul style="list-style-type: none"> <li>• The proposal is not premature or inappropriate.</li> <li>• As the property is not serviced with Municipal water or sewer, services to the day care facility will be provided through on-site septic and water distribution systems. These services are under the jurisdiction of the Nova Scotia Environment.</li> </ul>
<p><i>iv. the adequacy of road networks leading to or within the development; and</i></p>	<ul style="list-style-type: none"> <li>• The proposed day care facility will be accessed from Pinedale Drive, which is also used to access the Pinedale Subdivision.</li> <li>• Traffic generation is not anticipated to have adverse impacts on the surrounding residential neighbourhood.</li> </ul>
<p><i>v. the potential for damage to or for destruction of designated historic buildings and sites.</i></p>	<p>No historic buildings exist on the property.</p>
<p><i>c. that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i></p> <ul style="list-style-type: none"> <li><i>i. type of use;</i></li> </ul>	<p>The proposed development agreement enables:</p> <ul style="list-style-type: none"> <li>• the day care facility to operate as a stand-alone use, restricting the facility to a single building; and</li> <li>• certain uses considered accessory to a day care facility. Such uses may include a shed for keeping toys in the outdoor play area.</li> </ul>
<p><i>ii. height, bulk and lot coverage of any proposed building;</i></p>	<p>The proposed development agreement enables the construction of a day care facility on a maximum lot coverage of 50 percent. Given that the property is 7.4 acres in area, and provisions included within the proposed development agreement relating to setbacks, the facility is considered reasonable.</p>

<p>iii. <i>traffic generation, access to and egress from the site, and parking;</i></p>	<ul style="list-style-type: none"> <li>• The proposed day care facility will be accessed from Pinedale Drive, which is also used to access the Pinedale Subdivision.</li> <li>• Traffic generation is not anticipated to have adverse impacts on the surrounding residential neighbourhood.</li> <li>• The development agreement deals with access and parking for the proposed facility.</li> </ul>
<p>iv. <i>open storage;</i> v. <i>signs; and</i> vi. <i>any other relevant matter of planning concern.</i></p>	<p>The development agreement includes provisions related to the building size, outdoor play area, outdoor lighting, maintenance, signage, and hours of operation.</p>
<p>d. <i>that the proposed development is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.</i></p>	<ul style="list-style-type: none"> <li>• The location of the proposed facility on the subject property is relatively flat.</li> <li>• There are no watercourses in the property.</li> </ul>
<p>e. <i>Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS.</i></p>	<p>N/A</p>

**ATTACHMENT C:**  
**Land Use Bylaw for Planning District 4 (LUB) –**  
**Regulations**

**PART 2: DEFINITIONS**

2.23 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, 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, more than three (3) children not of common parentage and up to and including twelve (12) years of age; but 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. (RC - Mar 3/09; E - Mar 21/09).

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**PART 27: I-1 (LIGHT INDUSTRY) ZONE**

27.1 I-1 USES PERMITTED

No development permit shall be issued in any I-1 (Light Industry) Zone except for the following:

Industrial Uses Permitted

Manufacturing operations  
Warehouse operations  
Wholesale operations  
Research facilities  
Postal and courier depots  
Recycling depots  
Transport facilities and maintenance yards  
Taxi and bus depots  
Parking lots  
General contracting and storage yards  
Communication stations  
Mobiles and offices accessory to any permitted use

Commercial Uses

All C-2 uses

Other Uses

**Composting operations (see section 4.29) (MC-February 26, 1996 / E-March 28, 1996)**

27.2 I-1 ZONE REQUIREMENTS

In any I-1 Zone where uses are permitted in accordance with Section 27.1, no development permit shall be issued except in conformity with the following:

Minimum Lot Area	20,000 square feet (1858 m <sup>2</sup> )
Minimum Frontage	100 feet (30.5 m)
Minimum Front or Flankage Yard	20 feet (6.1 m)
Minimum Rear or Side Yard	15 feet (4.6 m)
Minimum Lot Coverage	50 percent

### 27.3 OTHER REQUIREMENTS: INDUSTRIAL USES

Where uses are permitted as an industrial use in an I-1 Zone, the following shall apply:

- a) The use shall not be obnoxious or create a nuisance.
- b) The Development Officer shall obtain approval from the Nova Scotia Departments of the Environment, Health and Fitness and Transportation and Communications before issuing a development permit for manufacturing operations.
- c) Notwithstanding Section 27.2, the minimum side yard for any I-1 zone lot which abuts residential use(s) and/or vacant lot(s) shall consist of the greater of fifteen (15) feet (4.6 m) or five (5) percent of the lot frontage;
- d) Notwithstanding Section 27.2, the rear yard which abuts residential use(s) and/or vacant lot(s) shall consist of the greater of fifteen (15) feet (4.6 m) or five (5) percent of the minimum lot depth.
- e) No parking or driving aisles shall be permitted within the required side and/or rear yard which abuts a residential use(s) and/or vacant lot(s).
- f) Any storage associated with the light industrial use, with the exception of mobile equipment, shall be contained within a building or otherwise enclosed by vegetation or other means which provide an effective visual barrier.

### 27.4 OTHER REQUIREMENTS: RECYCLING DEPOTS

Where recycling depots are permitted as light industrial uses in an I-1 Zone, any materials associated with the recycling depot shall be wholly contained within a building.

### 27.5 OTHER REQUIREMENTS: COMMERCIAL USES

Where commercial uses are permitted in the I-1 zone, no development permit shall be issued except in conformity with the provisions of the C-2 (General Business) Zone.

**ATTACHMENT D:**  
**Public Information Meeting Minutes – May 19, 2011**

**IN ATTENDANCE:** Dali H. Salih, Planner I, HRM Planning Services  
Sharlene Seaman, Planning Controller, HRM Planning Services  
Holly Kent, Planning Technician, HRM Planning Services

Councillor Reg Rankin

**ALSO IN  
ATTENDANCE:** Lynda Noble, Prospect Bay Children's Center

**PUBLIC IN  
ATTENDANCE:** Approximately 22

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The meeting commenced at approximately 7:02 p.m.

**1. Opening remarks/Introductions/Purpose of meeting – Dali Salih**

Dali Salih opened the meeting by introducing herself as a Planner for the Western Region with Halifax Regional Municipality (HRM). She introduced HRM Staff and the Councillor present. She welcomed everyone and thanked them for coming.

She stated that the reason for the meeting was to review an application by Lynda Noble for a Development Agreement for a day care facility, on Pinedale Drive, Prospect Bay. She noted that the purpose of the meeting was to explain the planning policy and process, and for the applicant to present the proposal. This is also an opportunity for the public to ask questions and give feedback concerning the application.

**2. Overview of planning process – Dali Salih**

**Ms. Salih** showed a map of the general area and provided background. The property is approximately 7.4 acres in size and is located on a residential subdivision. It is accessed by Pinedale Drive, off of St. Margaret's Bay Road and is bounded by Pinedale Drive, to the south, residential properties to the east and undeveloped forested land to the north and west. The property falls within the Prospect Bay plan area (Planning District 4). The site was last occupied by a Maritime Cordage Ltd., which was destroyed by fire in August of 2008. Previous land use included a retail building supply store and grocery store.

Ms. Salih stated that the applicant, Lynda Noble, currently operates the Prospect Bay Children's Centre, a day care facility licensed by the provincial department of Community Services, on 356A Prospect Bay Road. This facility provides daycare for 30 children. The proposal is to expand the centre by building a new facility on the vacant property at 5A Pinedale Drive, Prospect Bay. This will provide daycare for an additional 20-30 children and the proposal can be considered by Development Agreement. She explained that a Development Agreement was a contract between the property owner and HRM. It is a legal binding contract that lists what can and cannot be done on the site.

She advised that the property is zoned I-1 (Light Industrial) under the Land Use By-law for Planning District 4 and it is surrounded with RRB-1 (Rural Residential B-1) zone, RRB-2 (Rural Residential B-2) zone, RB-1 (Residential B-1) zone, C-2 (General Business) zone and P-3 (Conservation) Zone. Some of the allowed uses under the I-1 Zone include manufacturing operations warehouse and wholesale operations, research facilities, postal and courier depots, recycling depots, transport facilities and maintenance yards, taxis and bus depots, general contracting and storage yards.

Ms. Salih stated that the property is designated Rural Residential-B under the Municipal Planning Strategy for Planning District 4. Planning policy emphasizes the importance of establishing institutional uses such as schools, churches, day care facilities, fire and police stations, medical clinics, libraries, community centres and recreation use in residential areas. These facilities have significant impacts on the surrounding areas in terms of traffic, parking and noise. Therefore, to ensure that such facilities properly integrate within the community and eliminate any adverse effects, they may be considered by development agreement under policies RRB-9 & IM-11.

Ms. Salih explained the Planning Process. The Development Agreement process generally starts with an application. Staff does a preliminary review to ensure that the Municipal Planning Strategy allows them to consider the proposal. If there is some level of policy support, they proceed with a Public Information Meeting (PIM). After the PIM, Staff will gather feedback from the public and HRM departments, and compare that information with what the Municipal Planning Strategy says. Along with the minutes from the PIM, this will be written into a Staff Report that either recommends Council approve or refuse the proposal. The Staff Report will be sent to Western Region Community Council, with a recommendation to move forward or not. A Public Hearing will be scheduled and held, at which point the public can speak again and give their opinion. You can also submit comments in writing to the Municipal Clerks Office prior to the Hearing. After the Public Hearing is held, Council will make their decision to approve or reject the proposal. Whether they reject or approve, it will go through an appeal process through the Nova Scotia Utility and Review Board. If approved and no appeals, the Development Agreement will be signed and registered.

Ms. Salih stated and explained the ground rules and passed the floor to Lynda Noble to present her proposal.

### **3. Presentation of Proposal - Lynda Noble**

Lynda Noble introduced herself. She has worked at the Prospect Bay Children's Centre for 23 years and feels that her current facility has outgrown the building. She stated that parents in the area have asked for her to consider taking children of all ages. This is the reason she has decided to expand.

She stated that she started out at the Atlantic Memorial School under a program called Play, Learn and Grow. She was asked to take the program over as the facility in the school was quite small for the number of children enrolled. Then, she decided to expand to the current location. There are 24 school-age children and 6 full-day preschoolers enrolled in the current programs of the Prospect Bay Children's Centre. They also host summer programs and a March break camp. She stated that the main goal is to have a healthy environment for the children. They have a natural based program and a wholesome learning environment for the children. This is achieved by allowing children, staff, parents and the Community to co-create a caring place for children to grow. They believe in children's intelligence and believe that all children should be able to play with peers in their own Community. They believe that children should be in an unhurried, natural environment where they can connect with nature at an early age.

Ms. Noble stated that in her visions and values, children should have a connection with nature, learn the importance of the environment (inside and outside), have a healthy well-being, respect diversity, know the importance of playing, build relationships and know the importance of the community. She noted that they also have a green policy and they stress waste reduction and green products.

She stated that the new building is designed for energy efficiency, durability and longevity. They will be using recycled materials and as a result, energy will be produced efficiently; the least of the toxic materials will be used; they will be harvesting rainwater; using passive solar heat and they are looking at solar collectors. They will be powered by Bull Frog Power as they pump green power back into the grid and estimate how much power is used. They will also be using natural lighting and efficient ventilation. She stated that there were also concerns as the previous building had burned down. She was also concerned for the children's safety and verified that the environmental testing was completed. There was a pocket of oil on the property but it will be cleaned up and removed properly for disposal. Also, the parking lot will have to have a top layer added (a cap layer) as there were some iron and manganese traces found. She is comfortable with the cleanup efforts and stated that she would not have purchased the land if it wasn't able to be used.



Ms. Noble showed multiple views from inside and outside of the facility. She indicated the entrances and the location of the playground. She talked briefly about the septic system.

She welcomed a preschooler, Cole, who gave a brief speech on the importance of a “green” school. He was very happy to show a drawing of the new school and Ms. Noble.

#### **4. Questions/Comments**

Ms. Salih advised of the ground rules, gave her contact information and opened the floor for questions and comments.

**Stephen Masters**, Prospect Bay, showed support for the new daycare facility as he feels that there are not enough daycares in the area. His son is enrolled at the current facility and stated that other daycares have not come close to showing the support for the working parent. He feels that Lynda goes above and beyond to make the children and the community happy. The children are well taken care of and there are lots of people working in the facility to take care of the children and their safety. The lot is currently empty and he would like to see it occupied so it would be nicer to look at. He feels that this is an important addition to the community.

**Bruce Pretty**, Prospect Bay, congratulated Lynda on the proposal as he feels it would bring a lot to the area.

**Greg Skelhorn**, Prospect Bay, asked how long it would take to get the staff report to community council.

Ms. Salih stated that the full application is estimated to be about 9 months but each case varies. There are also other factors that will determine how the process will go.

Mr. Skelhorn would like to see the process go as fast as it possibly can.

**Mary Hammond**, Prospect Bay, stated that the daycare would be going behind her property and she is very happy that Lynda has taken it upon herself to venture into this proposal. She noted that her grandchild, who had went to Lynda’s daycare, is now grown up and does go back to visit. She feels that Lynda and her co-workers really care about the children. She is delighted that Lynda is doing this for the children and the community.

**Linda Losberger**, Prospect Bay, expressed happiness as Lynda was the only daycare that would facilitate her child part time. She is happy about the new facility.

**Cordele Hudson**, Prospect Bay, stated that Lynda is very well respected in the community. She has 3 childcare aged children, one of which is going off to school. She noted that the principle at the school did take the time out to say how wonderful Lynda is, especially on days when the

assistance is needed. She is anxious for the new facility as she has reservations about the size of the current center. Everything else that Lynda does is wonderful and knowledgeable. She feels that there is urgency for the project to go forward quickly, as she has recently seen an increased amount of loitering, graffiti, litter and ATV racing on the vacant lot. She feels the new center would help the whole community, property wise.

**Nancy Laleunc**, Prospect Bay, has children enrolled in the current daycare and she wanted to note that Lynda would stay and not be upset when she could not get there on time. She is very happy about this project and supports it. She is also concerned about the activity on the lot and feels that the children's safety is more looked after on that side of the road. The playground will not be next to the new facility. She would like to see the process go quickly.

**Heather Carrington**, Prospect Bay, is a social worker with Community Services and is really grateful for what the daycare provides for her child. She expressed support for Lynda.

Bruce Pretty, Prospect Bay, stated that the community is really happy to see this project get under way. He made a request to Councillor Rankin to try and speed up the process, if possible. Councillor Rankin stated that he is motivated to do so but there is a process and Ms. Salih has other cases. He understands that Lynda and the Community would like the facility to open soon. He hopes that Council can set up a special meeting for this case when the staff report is complete. Because of advertising, the Staff Report and appeals, there is a process. He explained that he would speak to the appropriate people and hope for the best. He would like to have the meeting in Prospect Bay instead of the Keeshan Goodman Library in Clayton Park.

Mary Hammond, Prospect Bay, asked if there would be another opportunity for the public to give comment.

Ms. Salih reviewed the Planning Process again.

Councillor Rankin stated that he assumes a good report, in his opinion, but cannot guarantee what Council will decide on. Council decides the Public Hearing's date after they have received the Staff Report. He stated that he will request for the meeting date to be posted at the Irving Station.

Ms. Salih stated that anyone can email her with comments and/or questions, prior to the Public Hearing and they will be added to the minutes from this meeting.

Councillor Rankin noted that the Public Hearing would be the approval to proceed with the Development Agreement. It would not be the approval of the Development Agreement. He asked if the Development Agreement could be approved without going back to Council.

Ms. Salih believed that it would have to go to be reviewed.

Councillor Rankin wanted to note that he would expedite the process to the fullest extent possible, on his behalf.

**4. Closing comments**

Ms. Salih asked for any other questions, gave her contact information and thanked everyone for attending the meeting.

**4. Adjournment**

The meeting adjourned at approximately 7:45 p.m.