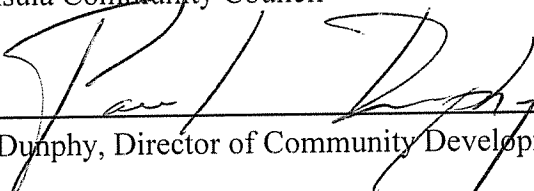




PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Peninsula Community Council**  
**August 5, 2008**

**TO:** Peninsula Community Council

**SUBMITTED BY:**   
Paul Dunphy, Director of Community Development

**DATE:** July 23, 2008

**SUBJECT:** Case 01133: Development Agreement, 6117 Jubilee Road, Halifax

**ORIGIN**

Application by Peter March to permit a child care centre at 6117 Jubilee Road, Halifax.

**RECOMMENDATION**

It is recommended that Peninsula Community Council:

1. Give Notice of Motion to consider the proposed development agreement, as described in Attachment "C", to permit a child care centre with a maximum of 28 children at 6117 Jubilee Road, Halifax, and to schedule a public hearing.
2. Approve the development agreement, as contained in Attachment "C."
3. Require that the development agreement be signed and delivered within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

Peter March operates a child care centre within a house at 6117 Jubilee Road, Halifax (Map 1). Care is provided for up to 14 children on the main floor and there is an outdoor play area in the rear yard of the property. The remainder of the house is comprised of three dwelling units that are located, respectively, in the basement, upon the second floor, and in an attic area. There is a driveway off Vernon Street that can accommodate four vehicles.

Mr. March originally applied to establish a child care centre for 46 children, 16 of which would be school-aged children that would attend on a part-time basis; over lunch-time and after-school. In consultation with HRM staff, he has since revised the application, proposing to have up to 28 children attending on a full-time basis. With this the attic unit will be removed and converted to storage space; the only remaining dwelling unit will be the one located in the basement.

The neighbourhood area is largely residential along with a school playground located across Jubilee Road. The property and surrounding residential uses are within the R-2 (General Residential) Zone.

The Land Use By-law has regulations concerning child care centres in conjunction with permitted dwellings, including that they have a maximum of 14 children in low density zones such as the R-2 Zone (Attachment "A", Relevant Land Use By-law Regulations for Child Care Centres). A request to exceed the Land Use By-law requirements may be considered by development agreement.

## **DISCUSSION**

### **Enabling Municipal Planning Strategy**

Council is to consider this proposal with regard to the policies of the Municipal Planning Strategy as set out in 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 policy 3.20, policy 3.20.1 has criteria that are to be considered in evaluating child care centre proposals, which are mainly concerned with mitigating their impact upon neighbouring properties (Attachment "B", Review of Applicable Municipal Planning Strategy Policies).

## Analysis

The proposal to enlarge the child care centre can be accomplished without significantly changing its impact upon surrounding properties from that which exists now. From the criteria in 3.20.1 there are four matters that warrant particular attention:

### 1. Outdoor Play Area

The Province's day care regulations specify that there is to be 60 square metres of outdoor play area per child, which may be relaxed if there are nearby playground facilities. There is insufficient space within the designated play area on the property to accommodate the full 28 children that are proposed. However, there is a playground just across Jubilee Road that, in discussions with the province, would likely be considered favourably.

Mr. March proposes that a maximum of 18 children be permitted to use the rear yard play area at any one time, which has been included as a requirement within the proposed development agreement. From a child care perspective, this seems reasonable on the basis that there is sufficient room to accommodate this number of children pursuant to the provincial standards. From a compatibility standpoint, recognizing that the number of children playing outdoors has an impact upon neighbours, this is also viewed as being reasonable on the basis that there will only be a slight increase in the number of children that use the play area at any one time from that which currently exists. Other requirements of the proposed development agreement that address compatibility issues include a stipulation that the play area be enclosed by a fence and that the space only be used as a play area after 9:00 a.m.

### 2. Hours of Operation

A child care centre with long hours could have an undue impact upon neighbouring properties. As such, the proposed development agreement limits opening hours to between 7:30 a.m. and 5:30 p.m., with an allowance for evening meetings with parents.

### 3. Traffic and On-street Parking

A child care centre can create minor traffic and on-street parking problems, with parents dropping off and picking up children at times that are largely concentrated in the early morning and late afternoon. A traffic study was commissioned by Mr. March to review this issue. It found, "that the expansion of the Children's Centre would not have any significant impact on the parking utilization in the area." HRM found the study to be acceptable.

#### 4. On-site Parking

The off-street parking area can accommodate four vehicles. However does not have enough parking spaces for the dwelling unit and every employee that will work at the child care centre. While the garage could provide additional parking, the existing parking arrangement is viewed as adequate given that the property is centrally located with good opportunities for alternative modes of transportation.

#### **Provincial Requirements**

This application has been considered in consultation with the Province. If the development agreement application is approved, the province will consider a licence application to enlarge the child care centre pursuant to its own regulations. With this, both the development agreement and the provincial licencing requirements will apply.

#### **Future Application**

The reasons for the reduction in number of children associated with this proposal include:

- The inability to determine the suitability of the building for the higher number of children until interior renovations are complete; and
- The desire by HRM to determine the compatibility of any further expansion based on an understanding upon how the child care centre will operate with 28 children.

At some point in the future an application to increase the number of children may be requested. This would be evaluated on its own merits, be subject to Council approval, and involve further public consultation.

#### **Public Meeting / Area of Notification**

A public information meeting for this application was held on April 17, 2008 (Minutes - Attachment "D"), at which there were no substantial issues that were raised. Should Council decide to hold a public hearing, in addition to published newspaper advertisements, property owners in the area shown on Map 3 will be sent written notification.

#### **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 this Agreement can be carried out within the approved budget with existing resources.

## **FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN**

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

## **ALTERNATIVES**

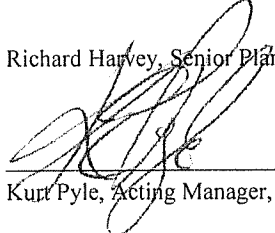
1. Council may approve the entire development agreement. This is the Staff recommendation.
2. Council may choose to alter the terms of the development agreement. This may necessitate further negotiations with the applicant and may require an additional public hearing.
3. Council may refuse the entire development agreement. Pursuant to Section 230(6) of the Municipal Government Act, Council must provide reasons for this refusal, based on the policies of the MPS. This alternative is not recommended, based on Staff's finding that the proposed development agreement is consistent with policies of the MPS.

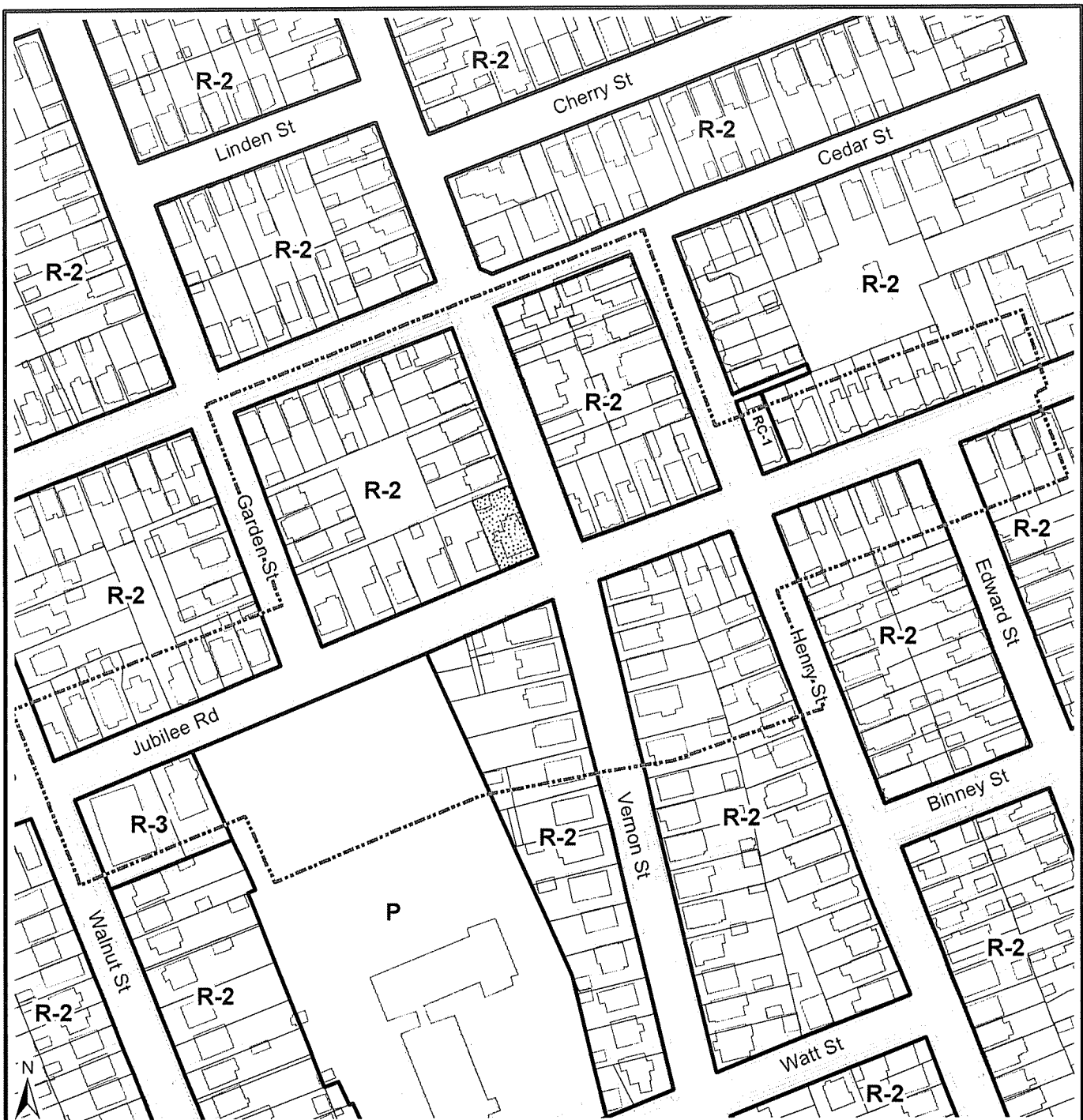
## **ATTACHMENTS**

Map 1	Location, Zoning, and Area of Notification
Attachment "A"	Relevant Land Use By-law Regulations for Child Care Centres
Attachment "B"	Review of Applicable Municipal Planning Strategy Policies
Attachment "C"	Proposed Development Agreement
Attachment "D"	Public Information Meeting Minutes

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

Report Prepared by: Richard Harvey, Senior Planner

Report Approved by:   
Kurt Pyle, Acting Manager, Planning Services, 490-7066





## Map 1 - Location and Zoning

6117 Jubilee Road  
Halifax

**HALIFAX**  
REGIONAL MUNICIPALITY  
COMMUNITY DEVELOPMENT  
PLANNING SERVICES

0 20 40 m

-  Subject area
-  Area of notification

Halifax Peninsula  
Land Use By-Law Area

### Zone

- R-2 General Residential
- R-3 Multiple Dwelling
- RC-1 Neighbourhood Commercial
- P Park and Institutional

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

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

## **Attachment "A" - Relevant Land Use By-law Regulations for Child Care Centres**

### **Definitions**

"Child Care Centre" means a building or part of a building in which services pertinent to a child's development, apart from the child's parent or guardian, are provided either for 7 or more children, not of common parentage, or for 9 or more children, not of common parentage, who are all school aged. A child care centre does not include a place such as hospital or school and does not include organized religious or recreational activities.

### **Permitted Uses in the R-1 Zone (also applicable to the R-2 Zone)**

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

...

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

### **Child Care Centre Requirements**

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

- (a) Except for outdoor play space, any child care centre 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 child care centre shall be limited to a maximum of one full storey of the dwelling; this storey may be the basement.
- (d) Only one child care facility shall be permitted to be located on any lot.

34B Notwithstanding the provisions of Sections 27(1)(e) and 34A (a-c) a child care centre may be operated as an accessory use to a church or church hall. The parking provisions contained in Sections 6(6) and 6(7) would apply.

Attachment "B" - Review of Applicable Municipal Planning Strategy Policies	
Policy	Comment
3.20.1 In considering approval of such development agreements, Council shall consider the following:	
a. for a child care centre located within a dwelling, alterations to the exterior of the building shall not be such that the building no longer appears to be residential in nature. This shall not prevent facilities for physically challenged children, or playground equipment to be erected on the property.	<ul style="list-style-type: none"><li>• The development agreement specifies that any alterations must maintain the residential character of the building.</li><li>• It is expected that a ramp for barrier free access will need to be constructed.</li></ul>
b. the hours of operation shall be such that adverse impacts of noise and traffic movements on adjacent residential uses are reduced.	<ul style="list-style-type: none"><li>• Hours of operation are limited to between 7:30 p.m. and 5:30 p.m., with exceptions for evening meetings with parents.</li><li>• The outdoor play area is not to be used by the child care centre until 9:00 a.m..</li><li>• See the Discussion section of the report for additional commentary.</li></ul>
c. parking shall be required on the site of the child care centre to accommodate the employees of the centre. Parking areas should, where necessary, be visually buffered from any adjacent residential uses by the use of fences, screening and/or landscaping as appropriate.	<ul style="list-style-type: none"><li>• In accordance with Provincial regulations, there will likely be four employees. With one parking space being required for the dwelling unit, there will be three parking spaces available for child care centre employees. It is not expected that every employee will require a parking space.</li><li>• No special conditions on the parking area are warranted, due its location and limited size.</li><li>• See the Discussion section of the report for additional commentary.</li></ul>



<b>Attachment "B" - Review of Applicable Municipal Planning Strategy Policies</b>	
<b>Policy</b>	<b>Comment</b>
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.	<ul style="list-style-type: none"><li>• The site is well suited for the daycare expansion. There is a good arrangement of features such as the location of the parking area, being off a local street, and the placement of the outdoor play area, being exclusively in the rear yard and enclosed by a fence.</li><li>• See the Discussion section of the report for additional commentary.</li></ul>
e. vehicular access to and egress from the child care centre and pedestrian movement shall be accommodated in a manner which encourages safety.	<ul style="list-style-type: none"><li>• As supported by a traffic study submitted by the applicant and based on observations by staff, there is a good traffic and parking arrangement.</li><li>• See the Discussion section of the report for additional commentary.</li></ul>
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.	A single 2 square foot sign is permitted in the development agreement, either as a free-standing ground sign or a sign affixed onto a building.
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.	There are no other licenced child care centres in the vicinity of this property.
h. all other relevant policies of the municipal planning strategy with particular reference to the Residential Environments section.	The Residential Environments policies place a emphasis upon the protection of residential neighbourhoods. One component of such neighbourhoods is the provision of local services such as child care centres, which when controlled through development agreements in consideration of a site and its surroundings, are viewed by staff as being compatible with residential uses.



## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **Applicability of Agreement**

- 1.1 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.

### **Applicability of Land Use By-law and Subdivision By-law**

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

### **Applicability of Other By-laws, Statutes and Regulations**

- 1.3 Further to clause 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 Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.
- 1.4 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 HRM 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.

### **Conflict**

- 1.5 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.
- 1.6 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.

### **Costs, Expenses, Liabilities and Obligations**

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

### **Provisions Severable**

- 1.8 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 All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law. For the purposes of this Agreement, the following definitions apply:
- (a) *Child care centre* means the use of the lands and building for a “day care” as defined in the Day Care Act, Chapter 120 of the Revised Statutes of Nova Scotia, 1989, as amended.
  - (b) *Outdoor play area* means the exclusive outdoor play area associated with the child care centre pursuant to the requirements of the Day Care Regulations and the terms of this Agreement, and shown as “Yard - Play Area” on Schedule “B.”

## **PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS**

### **Subdivision of the Lands**

- 3.1 No subdivision of the lands shall be permitted.

### **Schedules**

- 3.2 The Developer shall develop the lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the Schedules attached to this agreement, filed in the Halifax Regional Municipality as Case Number 01133, and identified as follows:

Schedule “A” - Legal Description of the Lands  
Schedule “B” - Site Plan

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

### **Requirements Prior to Approval**

- 3.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the lands for the child care centre permitted 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.
- 3.5 The Developer shall remove any dwelling unit(s) that is not permitted by this Agreement prior to the issuance of an Occupancy Permit for the child care centre.

### **Permitted Land Uses**

- 3.6 The following uses shall be permitted upon the lands:
- (a) A single dwelling unit; and
  - (b) A child care centre providing child care for a maximum of 28 children.

### **Dwelling Unit**

- 3.7 Except for entryways, the dwelling unit shall be located exclusively within the basement of the building.

### **Child Care: Outdoor Play Area**

- 3.8 The outdoor play area shall be located as shown on Schedule "B."
- 3.9 The outdoor play area shall be enclosed by a fence that is a minimum of five feet in height.
- 3.10 A maximum of 18 children may use the outdoor play area at any one time.
- 3.11 The outdoor play area shall not be used as a play area between the hours of 5:30 p.m. and 9:00 a.m. of the following day.

### **Child Care: Hours of Operation**

- 3.12 The hours of operation shall be Monday through Friday, between 7:30 a.m. and 5:30 p.m.
- 3.13 Notwithstanding section 3.12, the child care centre may be open between 5:30 p.m. and 9:30 p.m. for meetings with parents, but no child care shall occur at such times.

### **Child Care: Sign**

- 3.14 One of the following types of signs shall be permitted:
- (a) A sign affixed to the building; or
  - (b) A ground sign that is a maximum of five feet in height.
- 3.15 The maximum area of the sign shall be two square feet.

### **Parking**

- 3.16 The location of the parking area shall be as shown on Schedule "B", identified as "Paved Driveway."

### **Building Alterations**

- 3.17 Any alterations to the exterior of the building shall retain its physical character as a dwelling and such alterations shall be subject to the requirements of the Land Use By-law.
- 3.18 No increase in the gross floor area of the building shall be permitted.
- 3.19 Nothing in this Agreement shall prevent the installation of a ramp for barrier free access.

### **Accessory Building**

- 3.20 The accessory building shown on Schedule "B" may be modified, removed, relocated, or rebuilt, pursuant to the requirements of the Land Use By-law, provided that the sizes of the Outdoor Play Area and Parking Area identified on Schedule "B" are not reduced.

## **Maintenance**

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

## **PART 4: AMENDMENTS**

### **Substantive Amendments**

- 4.1 Amendments to any matters not identified under Section 4.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Municipal Government Act*.

### **Not Substantive Amendments**

- 4.2 The following items are considered by both parties to be not substantive and may be amended by resolution of the Council:
- (a) An increase in the gross floor area of the building; and
  - (b) The granting of an extension of time for the commencement of the child care centre, further to clause 6.6 of this Agreement.

## **PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **Enforcement**

- 5.1 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 the building on the Lands, to allow for such an inspection during any reasonable hour within one day of receiving such a request.

### **Failure to Comply**

- 5.2 If the Developer fail to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or

default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the 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 development agreement, whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants or remedial action, shall be a first lien on Lands and be shown on any tax certificate issued under the Assessment Act; and
- (c) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and
- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

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

### **Registration**

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

### **Subsequent Owners**

- 6.2 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the lands which is the subject of this Agreement until this Agreement is discharged by the Council.
- 6.3 Upon the transfer of title to any lot, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.



### **Commencement of Development**

- 6.4 In the event that child care centre pursuant to this Agreement has not commenced within two years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, 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. For the purposes of this clause, commencement means the issuance of an occupancy permit for the child care centre.
- 6.5 Council may consider granting an extension to the date of commencement specified in clause 6.4 through a resolution pursuant to clause 4.2 (b) where the Municipality receives a written request from the Developer prior to the expiry of the commencement of development time period.

### **Cease of Use**

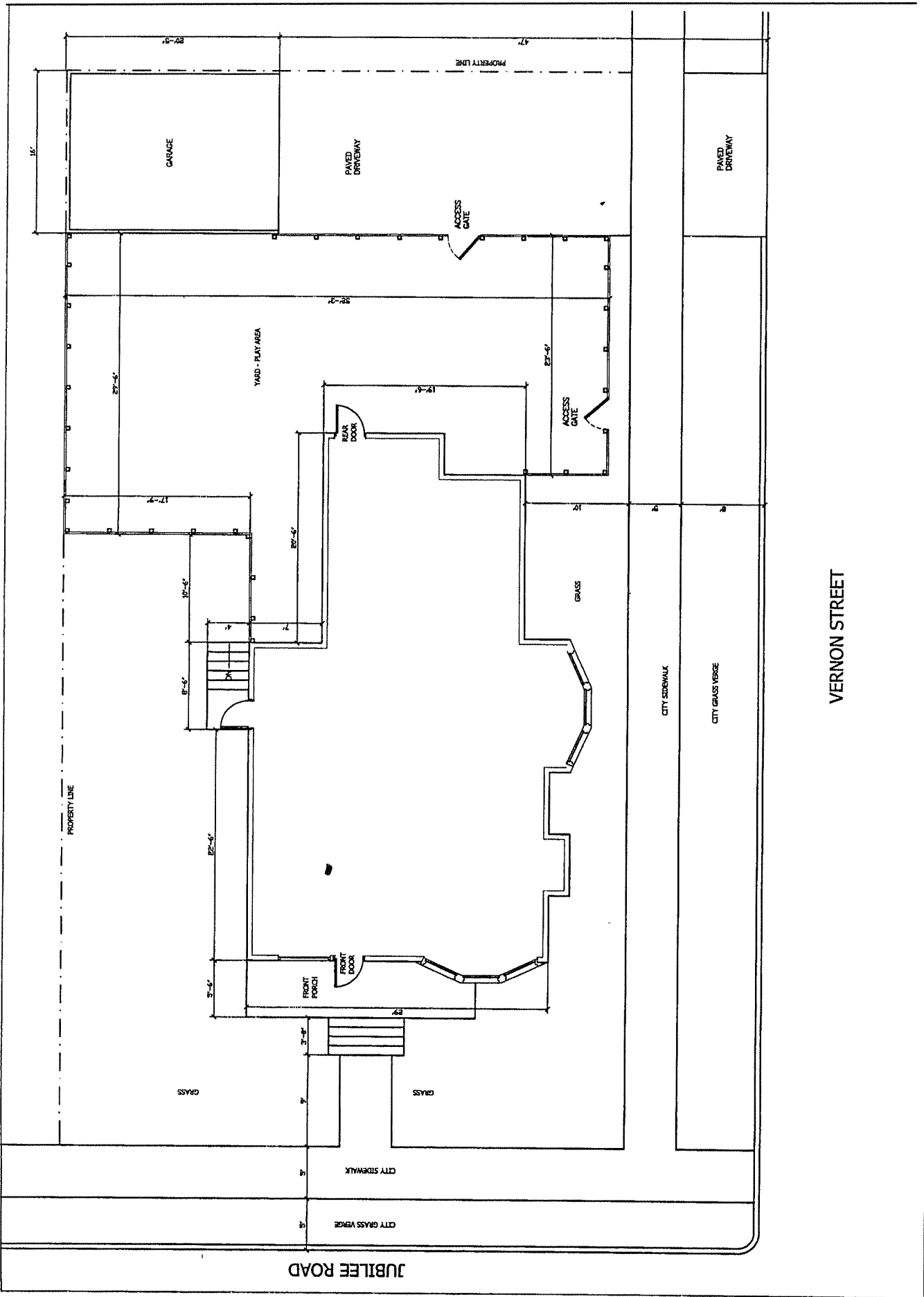
- 6.6 The child care centre permitted by this Agreement shall not be reinstated in the event that it ceases for a period of more than 24 consecutive months.
- 6.7 Prior to ceasing use of the child care centre, the Developer shall advise the Development Officer.

### **Discharge**

- 6.8 After five years from the date of registration of this Agreement with the Registry of Deeds or Land Registry 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 on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and Halifax Peninsula Land Use By-law, as may be amended from time to time.

SEALED, DELIVERED AND )  
 ATTESTED to by the proper )  
 signing officers of Halifax Regional ) HALIFAX REGIONAL MUNICIPALITY  
 Municipality duly authorized )  
 in that behalf in the presence ) Per: \_\_\_\_\_  
 of ) MAYOR  
 \_\_\_\_\_ )  
 ) Per: \_\_\_\_\_  
 ) MUNICIPAL CLERK

Schedule "B" - Site Plan



**Attachment "D" - Public Information Meeting**

Case 01133  
April 17, 2008

In attendance: Councillor Uteck  
Luc Ouellet, Planner, Planning Applications  
Gail Harnish, Planning Services  
Peter March, Applicant

**Mr. Luc Ouellet** called the public information meeting (PIM) to order at approximately 7:00 p.m. at the LeMarchant/St. Thomas School.

Mr. Ouellet advised the purpose of the meeting is to provide information to members of the community about the planning process and the proposal.

Mr. Ouellet noted on the second page of the handout is the proposal fact sheet which explains the proposal. Under the Halifax Municipal Planning Strategy and Land Use By-law, you can currently have a maximum of fourteen children in the R-1 Zone as-of-right. If you want more than that, you have to make an application for a development agreement which is what this application is for.

Mr. Ouellet reviewed the planning process for a development agreement:

- an application was received
- staff did a preliminary review of the application and there is policy support to continue on with consideration of the application
- we are now at the PIM
- staff will do a detailed review of the application. We have asked the applicant to provide a traffic impact statement which we will review with Traffic staff.
- staff will prepare a report, which includes a recommendation and draft development agreement, which is tabled with Peninsula Community Council
- Community Council will decide whether or not to proceed and will either reject the application or set a date for a public hearing
- following the public hearing, if one is held, Community Council will make its decision
- there is an appeal process

Mr. Ouellet noted the final page of the handout includes the policies (3.20 and 3.20.1) which allow the application to be considered under.

**Councillor Uteck** indicated the phone calls she was getting related to the traffic impact of the expansion. She asked if the proposal was reviewed yet by our Traffic Authority.

Mr. Ouellet advised we have not received a traffic impact study yet.

Councillor Uteck asked about parking to accommodate the employees of the centre, noting they will be unable to apply for on-street parking.

**Ms. Janette March** advised there are currently four parking spaces on the premises, although it is tight. There are two full time employees and Peter who is the resident and she would be there in the afternoon. She confirmed she understood she would not be able to apply for a residential onstreet parking permit.

Mr. Ouellet noted there is a four way stop which is of concern to staff as well as the ability to drop off kids.

Councillor Uteck referenced 3.20.1 (g) which says “centres shall not be located so as to produce a concentration within a particular neighbourhood”.

Mr. Ouellet indicated staff is concerned the proposed number of children is a bit high for in one location. It is something we will have to investigate.

Councillor Uteck questioned whether there was anything in the surrounding perimeter of the neighbourhood that would merit the application.

Ms. March advised the centre on Chestnut Street closed out which is what motivated them to proceed with the proposal.

Ms. March indicated the plan is realistically for thirty-eight children. She did not know how the figure of forty-six was arrived at. She would be happy if the proposal could be for thirty-eight, and a maximum of forty, children.

**Mr. Peter March** noted in terms of movement of people resulting from the lower level, it would at first be concentrated at lunch time, and then they plan to stagger the going home process so it would not be more than half a dozen leaving within a thirty minute period. There is only fourteen children at 8 o'clock and then eighteen children over the lunch hour and then later in the afternoon they would stagger the release of the various children.

Ms. March advised the preschool arrival and departures are staggered. She knew they could not demand that but that is the reality so there are really no more than two or three parents there at a time picking up children. She realized they have to account for the possibility of everybody arriving at once but that does not happen. The preschoolers are picked up as early as 2 and 3 o'clock in the afternoon. At 5 o'clock there is a maximum of six children there. They plan to make that more definite for school aged children and make arrangements for departure at 4:30, 5:00 and 5:30 p.m.

**Ms. Judy Campbell** questioned what the concern was in terms of the four way stop. She spent a lot of time waiting to get out of her driveway.

Councillor Uteck responded that was instituted as part of a trial thing and she proved the Traffic Authority wrong. The concern amongst the neighbours is what happens on a four way stop if people are stopped on Vernon Street and Jubilee Road during rush hour.

Ms. Campbell pointed out they are parking somewhat down from Jubilee Road.

Councillor Uteck referenced another instance where the parents parked wherever they wanted. It will be the Traffic Authority who makes the decision. She did not want to lose the four way stop.

Ms. Campbell said she did not see there being a problem.

Ms. March questioned how they would lose the four way stop.

Councillor Uteck noted the four way stop was not warranted on this corner but it was done as a trial.

Ms. Campbell stated she lived two doors away and it is not a problem. That four way stop is great. They had one rude parent park in their driveway but they dealt with it and it never happened again.

Mr. March commented it was a break even operation at the moment so he had to look at alternatives.

Ms. Campbell said she looked at what they had on that corner for so long.

Councillor Uteck encouraged members of the public to attend the public hearing.

Ms. March commented she thought if the neighbours realized the increase related to the school program which is only there for about four hours of the day, the reaction would be different.

Councillor Uteck noted there is concern that they could leave and somebody else could come in and run the operation. There is walkability for the kids to come to the school which may have appeal to the neighbourhood.

Mr. Ouellet advised he received four or five phone calls against the proposal and Councillor Uteck received some phone calls as well, so there are concerns.

Ms. March stated she thought they should lower the number of children for their proposal to

thirty-eight. She was pretty sure that is what the Department of Community Services will say when they measure it.

Mr. Ouellet asked that they confirm that change in writing or by email.

The meeting adjourned at approximately 7:30 p.m.