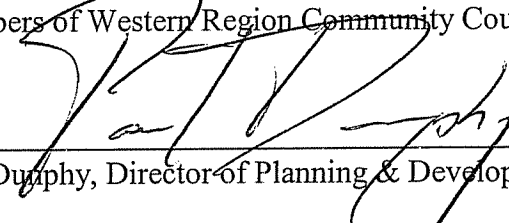


**Western Region Community Council  
January 16, 2006**

To: Members of Western Region Community Council

Submitted by:   
Paul Dupphy, Director of Planning & Development Services

Date: January 4, 2006

Subject: Case 00827: Development agreement - 1440 St. Margarets Bay Road,  
Lakeside

---

---

**ORIGIN:**

Request by Lakeside Child Care Centre Inc. to enter into a Development Agreement to permit a day care for up to 35 children at 1440 St. Margarets Bay Road, Lakeside.

**RECOMMENDATION:**

It is recommended that Western Region Community Council:

1. Give Notice of Motion to consider the attached development agreement and to schedule the public hearing.
2. Approve the development agreement, included as Attachment A of this report, to permit a day care for up to 35 children at 1440 St. Margarets Bay Road, Lakeside.
3. Require that the development agreement be signed within 120 days, or any extension thereof granted by Community Council on request of the applicant, from the date of final approval by Community 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:**

Lakeside Child Care Centre Inc. has applied for a development agreement to permit a day care for up to 35 children, to occupy the ground floor of the existing commercial/residential building at 1440 St. Margarets Bay Road. The site is located on the south side of the St. Margarets Bay Road in Lakeside (see Map 1).

Industrial, commercial and residential uses border the site. The front portion of the property that abuts St. Margarets Bay Road is paved from the street line to the building, and the rear of the property contains a gravelled parking lot, a lawn and a treed area. The property is 18,991 square feet in area and has 65 feet of street frontage.

## **Enabling Policy:**

The site is zoned C-1 (Local Business) and is designated Urban Residential (UR) per the *Timberlea, Lakeside, Beechville Municipal Planning Strategy (MPS)*. The MPS suggests that community facility uses such as larger scale day cares are an appropriate use for the plan area, but should only be considered through a development agreement. The MPS sets out criteria to evaluate the proposal prior to the Municipality entering into a development agreement (see Attachment B). The criteria to be considered for a development agreement include site-specific controls such as:

- landscaping;
- open space configuration;
- traffic generation;
- buffering from adjacent uses; and,
- parking.

## **Public Information Meeting**

A public information meeting was held on October 27, 2005 (see Attachment C).

## **DISCUSSION:**

As portions of the site are landscaped and the exterior of the building is in good condition, the Developer proposes minor changes to the site which include:

- eleven parking spaces with one of the parking spaces reserved for the tenant of the second floor apartment (Section 2.3.2),
- planters or concrete barriers along the front of the property to restrict access and egress for the site (Section 2.3.4),
- landscaping including retention of existing flower beds, ornamental cedar trees and a tree retention area at the rear of the property (Section 2.4.1, 2.4.2, 2.4.3); and,
- a fenced play area (Sections 2.4.4, 2.4.5).

The proposed fence will screen the development from the adjacent residential use and provide a safe outdoor play area for the children. The construction materials for the fence are left to the discretion of the Developer, however, the fence must be a minimum of four feet in height. As the Province requires a minimum of 60 square feet of open space play area per child, the development agreement includes a minimum outdoor play space of 2100 square feet.

Staff requested the applicant undertake a Traffic Impact Statement (TIS) to analyse the stopping sight distance along St. Margarets Bay Road. Per the TIS recommendations, and analysis of these recommendations by staff, the Developer must:

- ensure that the line of sight for the stopping sight distance to the proposed driveway is not blocked by the required planters or other barrier devices (Section 2.3.6); and,
- place precast parking curbs from the west edge of the proposed driveway westerly to the property line along the frontage on St. Margarets Bay Road (Section 2.3.7).

Provisions are included in Section 3.1 that allow the Developer to request an increase in the number of day care spaces through resolution of Council. The Developer would be required to meet all Municipal and Provincial requirements for the increase including installing a fire alarm system and providing additional play areas.

Once the development agreement is approved, the applicant must undertake a rigorous licensing procedure by the Nova Scotia Department of Community Services prior to operating the day care. Staff therefore has not included provisions for the internal space of the building as this will be determined in conjunction with the provincial department at the building permit stage. Municipal permits are required prior to the occupancy of the ground floor space as a day care.

### **Conclusion:**

Staff is satisfied that the proposed development agreement to permit a day care for up to 35 children is consistent with the requirements set out in Policy UR-16 and Policy IM-12 of the MPS. Staff feels that a day care for up to 35 children is an appropriate use for the site.

### **BUDGET IMPLICATIONS:**

None.

### **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 development agreement appended as Attachment A to permit a day care for up to 35 children at 1440 St. Margarets Bay Road , Lakeside, as proposed by the applicant. This is the recommended course of action.

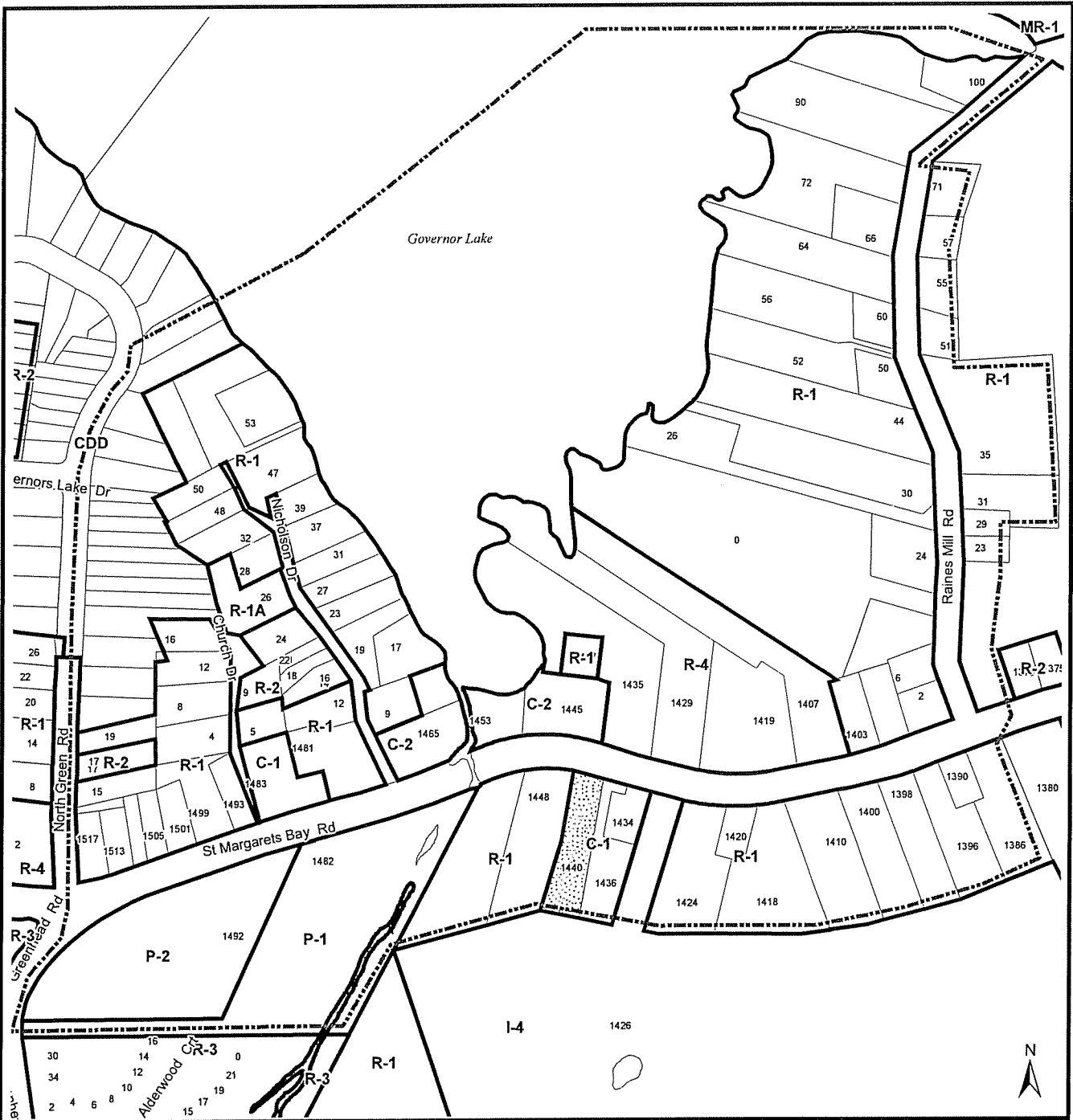
2. Council may choose to propose modifications to the development agreement. Such modifications may require further negotiations with the developer. This alternative is not recommended for the reasons described above.
3. The application could be rejected. Council would be required to provide reasons as to why the application did not meet the policies of the MPS. For the reasons outlined, staff will not recommend this course of action.

## ATTACHMENTS

Map 1	Location and Zoning Map
Attachment A	Draft Development Agreement with the following schedules: Schedule "A" Legal Description of the Lands of Lakeside Child Care Centre Limited, identified as PID No. 40622664, 1440 St. Margarets Bay Road, Lakeside Schedule "B" Site Plan
Attachment B	Excerpts from the Timberlea, Lakeside, Beechville Municipal Planning Strategy and Land Use By-law
Attachment C	Minutes from the Public Information Meeting, October 27, 2005


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


Report Prepared by: Jaime Smith, Planner I, 490-4793



Map 1 - Location and Zoning

1440 St. Margarets Bay Road  
Lakeside

 Subject property

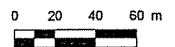
 Area of notification

Timberlea/Lakeside/Beechville Plan Area

**Zone**

- R-1 Single Unit Dwelling
- R-1A Auxiliary Dwelling Unit
- R-2 Two Unit Dwelling
- R-3 Mobile Dwelling
- R-4 Multi-unit Dwelling
- C-2 General Business
- P-1 Open Space
- P-2 Community Facility
- I-4 Transmitter Zone

**HALIFAX**  
REGIONAL MUNICIPALITY  
PLANNING AND  
DEVELOPMENT SERVICES



This map is an unofficial reproduction of a portion of the Zoning Map for the Timberlea/Lakeside/Beechville Plan area.

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

**Attachment A**

THIS AGREEMENT made this            day of            , 2006,

BETWEEN:

LAKESIDE CHILD CARE CENTRE INC.  
(hereinafter called the "Developer")

OF THE FIRST PART

-and-

HALIFAX REGIONAL MUNICIPALITY  
A body corporate, in the County of  
Halifax, Province of Nova Scotia  
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 1440 St. Margarets Bay Road, Lakeside and which said lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for a day care to accommodate up to 35 children on the Lands pursuant to the provisions of the Planning Act and the Municipal Planning Strategy and Land Use By-law for Timberlea, Lakeside, Beechville;

AND WHEREAS the Western Region Community Council approved this request at a meeting held on \_\_\_\_\_ referenced as Municipal Case Number 00827;

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 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 Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Land Use By-law of Timberlea, Lakeside, Beechville, as may be amended from time to time.
- 1.3 Pursuant 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 Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws, and regulations in connection with the development and use of the Lands.
- 1.4 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.
- 1.5 The Developer and each lot owner shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial, and municipal regulations, by-laws, or codes applicable to any lands owned by the Developer or lot owner.
- 1.6 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

## **PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS**

### **2.1 Schedules**

The Developer shall develop and use the Lands in conformance with the site plan attached as the following Schedules to this Agreement:

Schedule "A" Legal Description of the Lands of Lakeside Child Care Centre Inc., identified as PID No. 40622664, 1440 St. Margarets Bay Road, Lakeside

Schedule "B" Site Plan

### **2.2 Permitted Uses**

- 2.2.1 The Developers may develop and use the Lands as a day care for not more than 35 children on the ground floor of the building and a one unit apartment on the second floor of the building. The day care shall be wholly contained within the ground floor of the building and outdoor play area as generally depicted on

Schedule B. Notwithstanding the foregoing, nothing in this Agreement shall prevent the Lands from being used for any other purpose permitted in the C-1 (Local Business) Zone of the Land Use By-law for Timberlea, Lakeside, Beechville.

2.2.2 If the total occupancy of the day care exceeds 40 children and staff, the Developer must install a fire alarm system per Section 3.2.4.1 (2) (f) of the 1995 National Building Code.

### 2.3 Detailed Provisions for Land Uses

2.3.1 No exterior alterations or additions to the dwelling shall be permitted which would, in the opinion of the Development Officer, increase the height or gross floor area of the building.

2.3.2 Six parking spaces shall be provided at the rear of the property for employee parking as shown on Schedule "B". Five parking spaces shall be provided at the front of the property as shown on Schedule "B". One parking space shall be reserved for the tenant of the second floor apartment.

2.3.3 The access and egress of the driveway and parking area shall be maintained so as to facilitate the traffic flow for parents to drop off and pick up their children and shall be provided in accordance with Schedule "B".

2.3.4 The Developer shall restrict access and egress to a single driveway through the use of planters or concrete barriers. The driveway shall be provided through easements across the adjacent property, Lot 4C, as illustrated in Schedule B. These easements shall be provided to Development Staff prior to the issuance of Municipal Permits.

2.3.5 The driveway shall meet all requirements of the Municipal Service Systems guidelines and Streets By-law S-300. As a minimum, the driveway shall meet the stopping sight distance of 82.5 m.

2.3.6 When placing planters or other barrier devices close to the existing lot frontage of civic 1440 St. Margarets Bay Road., the Developer must ensure that the line of sight for the stopping sight distance to the proposed driveway is not blocked. Similarly, the planters or other barrier devices shall not block the line of sight for the stopping sight distance for the property immediately west of civic 1440 St. Margarets Bay Road.

2.3.7 The developer shall place precast parking curbs from the west edge of the proposed driveway westerly to the property line along the frontage on St. Margarets Bay Road.



2.3.8 The existing non-illuminated fascia sign located on the front of the building shall be permitted to be used for the day care.

2.3.9 The existing pylon sign located at the entrance to the property may continue to be used and its contents or use shall not be restricted under this agreement. Any use of this sign shall meet the requirements of the Timberlea, Lakeside, Beechville, Land Use Bylaw.

2.3.10 The Day Care shall be permitted to operate between the hours of seven a.m. (7:00 a.m.) and six p.m. (6:00 p.m.) Monday to Friday.

2.3.11 Notwithstanding Section 2.3.10, the Day Care shall be permitted to be open in the evening for Day Care related meetings, but shall not be operated as a Day Care during that time.

## 2.4 Landscaping and Open Space

2.4.1 The Developer shall maintain the cedar tree filled planter boxes on the property as shown on Schedule "B".

2.4.2 Flower beds shall be maintained along the eastern side of the building. The beds shall include low maintenance ground cover at a minimum.

2.4.3 Every effort is to be made to ensure the preservation of the existing trees on site. As a minimum, a tree retention area shall be provided at the rear of the property, behind the designated play area, as shown on Schedule "B". Any trees to be preserved that are damaged shall be replaced, two new trees for each damaged tree, with trees of the same type and with minimum sizes of 60 mm caliper (2.4 inch diameter) for deciduous trees and coniferous trees a minimum of 1.5 m (5 ft.) high.

2.4.4 The outdoor play area shall be located within the rear yard of the property as illustrated on Schedule "B". The Developer shall provide a minimum of 2100 square feet of play area.

2.4.5 The outdoor play area shall be enclosed by a four feet high fence installed along the property as shown on Schedule "B". Such fence shall be installed prior to issuance of the Occupancy Permit.

## 2.5 Municipal Services

2.5.1 All services shall be designed and constructed in accordance with the Municipal Services Systems guidelines. It is the responsibility of the owner or the owner's engineer to confirm municipal service sizes for the property.

2.5.2 The applicant shall provide certification from a Professional Engineer that the sanitary line is capable of handling flows from the day care and the residential dwelling unit.

## 2.6 Maintenance

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

2.6.2 The development shall include designated space for storage and collection of source-separated ICI waste, organic materials, and recyclable materials. This designated space shall be approved by the Development Officer and Building Official in consultation with HRM Solid Waste Resources. Each designated space shall:

- a) be accessible and convenient for tenants and waste haulers;
- b) contain separate bins to accommodate cardboard/paper, other recyclables, organics, and refuse;
- c) be clearly identified by signage and clearly identify the type of materials accepted therein.

## **PART 3: AMENDMENTS**

3.1 The provisions of this Agreement relating to the following matters are identified as, and shall be deemed to be, not substantive and may be amended by resolution of the Community Council:

- (a) an increase of the number of child care spaces subject to the Provincial licensing requirements and adequacy of site-specific controls to ensure compatibility.

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

## **PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

4.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia, and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.

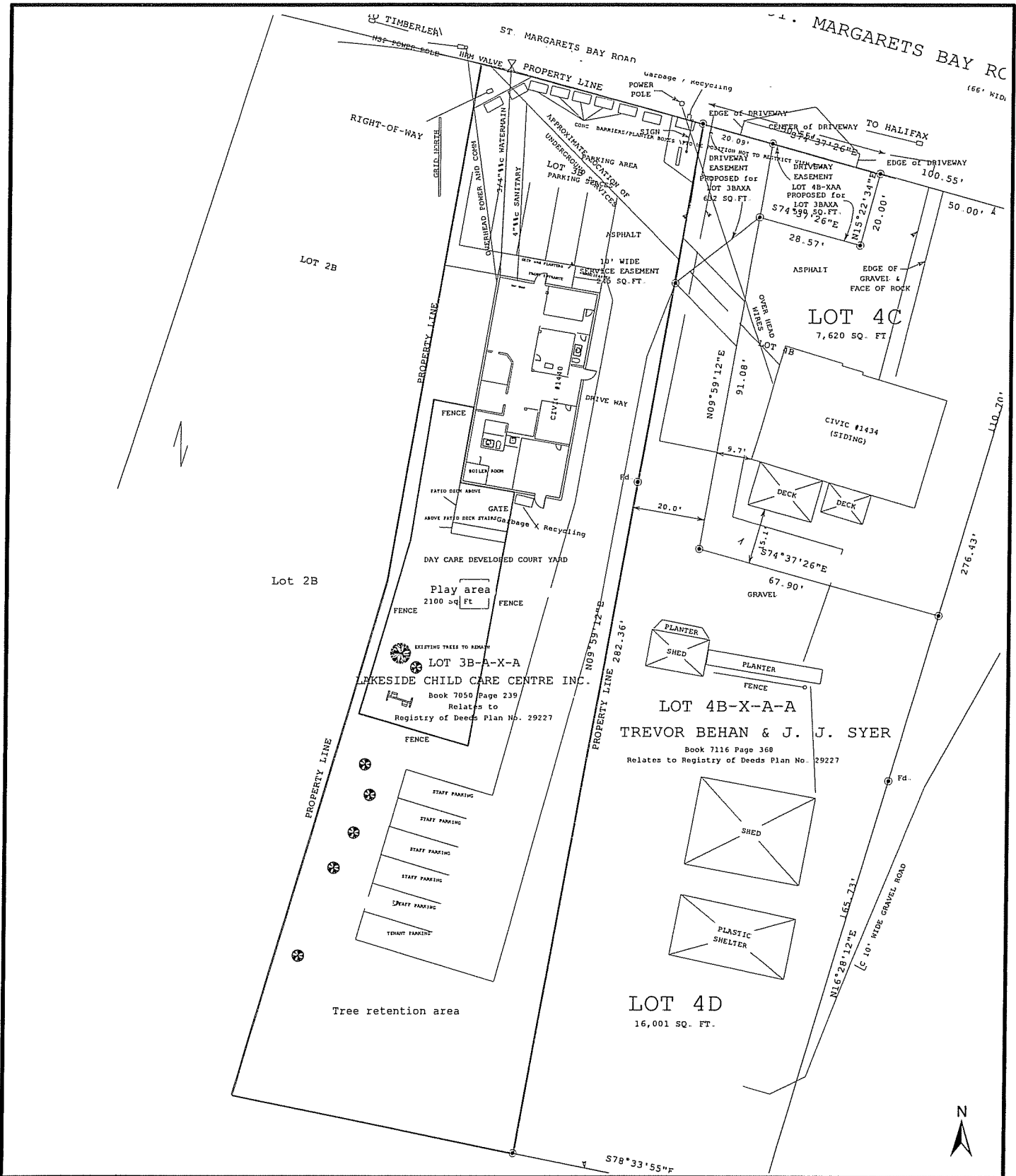
- 4.2 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, leasees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.
- 4.3 Upon the completion of the development or portions thereof, or within three years from the date of approval of this Agreement, whichever time period is less, 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 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 Municipal Planning Strategy and Land Use By-law, as may be amended.

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

- 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 any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within one day of receiving such a request.
- 5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:
- (a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
  - (b) the Municipality may enter onto the Property and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the development agreement, whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants or remedial action, shall be a first lien on Property and be shown on any tax certificate issued under the Assessment Act.
  - (c) the Municipality may, by resolution, discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
  - (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written:

Signed, sealed and delivered	)	Lakeside Child Care Centre Limited
in the presence of:	)	
	)	
per: _____	)	per: _____
	)	
	)	
Sealed, Delivered and Attested	)	Halifax Regional Municipality
by the proper signing officers of	)	
Halifax Regional Municipality	)	
duly authorized on that behalf	)	per: _____
in the presence of	)	MAYOR
	)	
per: _____	)	per: _____
	)	MUNICIPAL CLERK



Schedule B - Site Plan

1440 St. Margarets Bay Road  
Lakeside

Timberlea/Lakeside/Beechville Plan Area



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

---

**Attachment B**

**Excerpts from the Timberlea, Lakeside, Beechville Municipal Planning Strategy**

UR-16 Notwithstanding Policy UR-2, within the Urban Residential Designation, Council may consider medical clinics and larger day care facilities which are too extensive to be considered as a small business within a dwelling, according to the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the following:

- (a) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;
- (b) that site design features, including landscaping, outdoor play space where required, parking areas and driveways, are of an adequate size and design to provide for the needs of users of the facility, as well as to address potential impacts on adjacent development;
- (c) controls on signage;
- (d) close proximity to a minor or major collector as defined in Map 3 - Transportation;
- (e) the impact on traffic circulation and, in particular, the suitability of access to and from the site;
- (f) the guidelines of the provincial licensing agency;
- (g) general maintenance of the development; and
- (h) the provisions of Policy IM-12.

IM-12 In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this strategy, Council shall have appropriate regard to the following:

- (a) that the proposal is in conformity with the intent of this strategy and with the requirements of all other municipal by-laws and regulations.
- (b) that the proposal is not premature or inappropriate by reason of:
  - (i) the financial capability of the Municipality to absorb any costs relating to the development;
  - (ii) the adequacy of sewer and water services;
  - (iii) the adequacy or proximity to school, recreation or other community facilities;
  - (iv) the adequacy of road networks leading or adjacent to, or within the development; and
  - (v) the potential for damage to or for destruction of designated historic buildings and sites.
  - (vi) the proposed means of handling storm water and general drainage within and from the development. RC - October 30, 2001 E / December 8, 2001

- (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) type of use;
  - (ii) height, bulk and lot coverage of any proposed building;
  - (iii) traffic generation, access to and egress from the site, and parking;
  - (iv) open storage and outdoor display;
  - (v) signs; and
  - (vi) any other relevant matter of planning concern.
- (d) that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding.

**Excerpts from the Timberlea, Lakeside, Beechville Municipal Planning Strategy**

**PART 12: C-1 (LOCAL BUSINESS) ZONE**

**12.1 C-1 USES PERMITTED**

No development permit shall be issued in any C-1 (Local Business) Zone except for the following:

Residential Uses

Single unit dwellings

Commercial Uses

Variety stores

Food stores

Service and personal service shops

**12.2 C-1 ZONE REQUIREMENTS**

In any C-1 Zone, no development permit shall be issued except in conformity with the following:

Minimum Lot Area:	central services	6,000 square feet (558 m <sup>2</sup> )
	on-site services	20,000 square feet (1858 m <sup>2</sup> )
Minimum Frontage:	central services	60 feet (18.3 m)
	on-site services	100 feet (30.5 m)
Minimum Front or Flankage Yard		30 feet (9.1 m)
Minimum Rear or Side Yard		15 feet (4.6 m)
Maximum Lot Coverage		35 percent
Maximum Height of Main Building		35 feet (10.7 m)
Minimum Width of Main Building		20 feet (6.1 m)

12.3 OTHER REQUIREMENTS: COMMERCIAL USES

Where uses are permitted as Commercial Uses in any C-1 Zone, the following shall apply:

- (a) The gross floor area of any permitted commercial use shall not exceed two thousand (2,000) square feet.
- (b) No portion of any lot shall be used for the collection and storage of refuse unless the refuse containers are screened.
- (c) Except where any lot in any C-1 Zone abuts another lot in a C-1 Zone, no portion of any parking space within the C-1 Zone shall be permitted within any required side or rear yard, except where a fence or other visual and physical barrier is erected in which case there shall be no parking within five (5) feet (1.5 m) of the side or rear lot line.
- (d) No open storage or outdoor display shall be permitted.



---

**Attachment C**

**Public Information Meeting Minutes  
Case 00827  
October 27, 2005**

In attendance: Councillor Rankin  
Jaime Smith, Planner  
Gail Harnish, Planning & Development Services  
Kelly Skinner, Applicant  
2 members of the public

Ms. Jaime Smith called the public information meeting (PIM) to order at approximately 7:00 p.m. at the Timberlea/Lakeside/Beechville (Grades P-2) School.

Ms. Smith reviewed the development agreement process:

- the PIM is held early in the process to get information from the public
- staff will do some internal review and negotiate an agreement with the applicant
- a report, including a staff recommendation, is tabled with Community Council
- Community Council decides whether or not to schedule a public hearing
- following the public hearing, Community Council will make a decision
- there is an appeal process to appeal Community Council's decision

Ms. Smith noted the Municipal Planning Strategy (MPS) does allow for day cares. It recognizes there are a number of residential and commercial zones, and day cares are permitted in a home with up to fourteen children. Day cares with more children than that are considered larger and have to go through the development agreement process. The applicant is considering up to thirty children. The applicant has to go through a licensing procedure with the Province as well.

Ms. Smith displayed a map, pointing out the property in question which is zoned C-1 ... zone. The building previously contained a hair salon. There is a residence in the upper flat of the building.

Ms. Smith displayed a site plan, pointing out the building. The development agreement will not be concerned with the internal conversion of the building. The types of things we are interested in are: adequate parking areas; access in and out of the site; driveways; circulation throughout the site; and there needs to be a defined play area. The Province requires there to be a fence so we would incorporate that into the development agreement as well. She understood there would not be any external changes to the building. It will look as is from the street with a sign posted on the top of the building.

Ms. Smith indicated she noticed when she drove by that there are parking areas on the site. The parking will be used by parents dropping off and picking up children and there is a staff parking area at the back of the building. This entire area where the children come out will be fenced.

There are some trees back here (pointed out), some of which will have to be cleared to accommodate the play area at the back. Tree retention will happen at the back of that.

Ms. Skinner stated the biggest part of the play area is to retain the trees and clear the brush more than anything for a level play area with perhaps some pea gravel and grass. They are at the very initial stages and do not plan on making any changes to the exterior of the building.

Councillor Rankin asked for confirmation that she was looking to have thirty children. That was the number mentioned tonight but the handout indicates forty children.

Ms. Skinner confirmed the number was thirty. She had the Early Childhood Inspector to the site and they took measurements. They are trying not to make a lot of changes to the inside of the building and to make use of the existing space. Right now it would allow for about thirty children.

Councillor Rankin commented the Municipality is concerned with the exterior features and the Province gets involved with the internal operation.

Councillor Rankin questioned whether we would wait to get the requirements from the Province before proceeding.

Ms. Smith advised the agreement would include any Provincial requirements we are aware of. She has already looked at the Provincial requirements and she has spoken to somebody from the Province so that they could be streamlined.

Councillor Rankin questioned whether the report would be ready for the November meeting of Community Council. Ms. Smith responded she thought so.

Councillor Rankin questioned whether they would be renting the building.

Ms. Skinner responded that she would just be running the business. They hope to have a mix of three and five year olds and school aged children as well. The bus from this school stops out at the front of the proposed day care. It would be convenient for that age group as well.

The meeting adjourned at approximately 7:15 p.m.