



P.O. Box 1749
Halifax, Nova Scotia
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Item No. 10.1.2
Halifax and West Community Council
December 11, 2019

TO: Chair and Members of Halifax and West Community Council

SUBMITTED BY: -ORIGINAL SIGNED-
Kelly Denty, Director of Planning and Development

DATE: October 10, 2019

SUBJECT: **Case 21971: Rezoning and Development Agreement for Child Care Centre at 165 Roxbury Crescent, Halifax**

ORIGIN

Application by Linda Liao

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development.

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Give First Reading to consider approval of the proposed amendment to Map ZM-1 of the Halifax Mainland Land Use By-law, as set out in Attachment A, to rezone the lands at 165 Roxbury Crescent Halifax from Schedule K to R-1 (Single Family Dwelling) Zone and schedule a public hearing;
2. Give notice of motion to consider the proposed Development Agreement and Discharging Development Agreement, as set out in Attachments B and C of this report and schedule a public hearing. The public hearing for the Development Agreement shall be held concurrently with the public hearing indicated in Recommendation 1; and
3. Adopt the amendment to Map ZM-1 of the Halifax Mainland Land Use By-law as set out in Attachment A of this report.

Contingent upon the amendment to the Halifax Mainland Land Use By-law being approved by Community Council and becoming effective pursuant to the requirements of the *Halifax Regional Municipality Charter*, it is further recommended that Halifax and West Community Council:

1. Approve, by resolution, the proposed Discharging Development Agreement, which shall be substantially of the same form as set out in Attachment C of this report;
2. Approve the proposed Development Agreement, which shall be substantially of the same form as set out in Attachment B of this report; and
3. Require that both the Discharging Development Agreement and Development 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

Linda Liao is applying to discharge the existing Stage I and Stage II Development Agreements from 165 Roxbury Crescent, to apply the R-1 (Single Family Dwelling) Zone and enter into a new Development Agreement to enable a child care centre for 32 children.

Subject Site	165 Roxbury Crescent, Halifax
Location	Roxbury Crescent and Langbrae Drive in Mainland Halifax
Regional Plan Designation	Urban Settlement (US)
Community Plan Designation (Map 1)	Residential (RES)
Zoning (Map 2)	Schedule K
Size of Site	803.15 sq. m (8,645 sq. ft)
Street Frontage	57.7 m (189 ft) combined
Current Land Use(s)	Single unit residential
Surrounding Use(s)	Low density residential uses, Park West School to the south, the Mainland North Linear Parkway to the west

Proposal Details

The applicant proposes to internally convert the existing residential dwelling to a child care centre for up to 32 children. The proposal is to modify the interior of the building, provide 3 parking spaces in the front yard and to convert the back yard to an outdoor play space. The proposal would maintain the existing building without exterior changes. The parking area in the front of the building would be expanded to provide space for staff parking as well as a pick up and drop off area for the customers of the daycare.

Existing Development Agreements

165 Roxbury Crescent was originally developed subject to Schedule K policies and governed by Stage I and Stage II Development Agreements for Langbrae Gardens, an early phase of the overall Clayton Park development. This two-stage approach was the comprehensive site planning process through which most of Clayton Park was originally developed. The Stage I Development Agreement focused on the conceptual design, the location of commercial development opportunities, the location of residential development by types, number of units, building heights and the establishment of a phasing plan. More detailed, Stage II Development Agreements (Map 3) were negotiated for each subsequent phase.

The Phase I of the agreement applicable to this site permitted commercial development at the intersection of Langbrae Drive and Dunbrack Street, while Phase 2 permitted residential development and created 4 smaller areas (Phase 2A, 2B, 2C and 2D). Overall, Phase 2 permitted 85 single unit dwellings and 190 two-bedroom units in apartment buildings. The subject lands are located within Phase 2D which set out detailed land use and development requirements for 36 single unit dwellings.

Enabling Policy and LUB Context

The lands are currently designated Residential under the Halifax MPS, zoned Schedule K under the Halifax Mainland LUB and have approved Stage I and Stage II Development Agreements permitting single-unit residential development. A child care centre may be considered, subject to entering into a new development agreement in accordance with Implementation policies 3.20 and 3.20.1.

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 providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area and a public information meeting which was held on March 12, 2019 with 79 members of the public in attendance. Attachment D contains a summary of comments heard during that meeting. The public comments received include the following topics:

- Concerns over traffic generation in the community;
- Concerns over the number of children;
- Concerns over the introduction of commercial uses into residential area;
- Concerns over on street parking during pick-up and drop off; and
- Identifying a need for child care in this area.

A public hearing must be held by Halifax and West Community Council before they can consider approval of the proposed Development Agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

The proposal will potentially impact local residents and property owners.

DISCUSSION

Staff has reviewed the proposal relative to all relevant policies and advise that it is reasonably consistent with the intent of the MPS. Attachment E provides an evaluation of the proposal in relation to the relevant MPS policies.

Proposed Development Agreement

Attachment A contains the proposed development agreement for the subject site and the conditions under which the development may occur. The proposed development agreement addresses the following matters:

- Allows the internal conversion of the interior to create a child care center;
- Allows the use of the building as a child care center not to exceed 32 children;
- Requires an outdoor play area in the rear yard;
- Requires a 6 ft high fencing around the outdoor play area;
- Requires 3 parking spaces; and
- Limits the hours of operation from 6:30 am to 7 pm.

The attached proposed development agreement will permit a child care centre, or any other use permitted in the R-1 Zone, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

Revisions

The applicant originally requested a development agreement for up to 58 children. However, after receiving comments from HRM staff and the public, the applicant has revised the request to 32 children to mitigate

concerns with traffic, parking and the general size of the business. Additionally, the hours of operation were extended to help spread the arrival time of parents for pick up and drop off.

Provincial Licensing

Daycares over 6 children are subject to the requirements of the *Day Care Act* and must receive a license from the Province. The *Day Care Act* then points to the *Day Care Regulations* that outline the relevant regulations for running a licensed daycare. *The Day Care Regulations* provide regulation for the following, amongst other items:

- Staff to children ratios;
- Creation of a daily program;
- Inspections;
- Building and space requirements; and
- Nutrition standards.

Impact on Residential Properties

Child care is an important aspect to many households in HRM and child care facilities are often located in the residential areas they serve. There is a desire to balance the need to have child care facilities within residential communities against the impacts created by a given child care facility. Planning policies strive to mitigate these impacts. The major issues that arise with many child care centres are related to parking, drop off times and noise.

This proposal is located directly abutting the Mainland North Linear Parkway which is a 20 m wide active transportation trail that connects Parkland Drive to Washmill Lake/ Dunbrack Street. This provides a large buffer from nearby residential homes on Parkmount Close that will mitigate any impacts on properties to the west.

The proposed site abuts a limited number of neighbours due to its configuration as a corner lot and its location across the street from Park West School. The property shares a boundary line with only one other property to the north. Opaque fencing is required around the outdoor play area at the rear of the property which will reduce the noise impacts and help maintain privacy for surrounding property.

The Traffic Impact Statement provided with the application indicates the expected increase in traffic on Roxbury Crescent at peak times can be accommodated on the existing street network. Pick up and drop off times will create the most impact on the surrounding neighbourhood. The applicant is proposing hours of operation from 6:30 am to 7 pm, to spread the arrival times over a broader period. These are generally short trips but they will impact the short-term on-street parking supply in the neighbourhood during peak times.

External Appearance

The building will maintain its residential appearance and the daycare will be accommodated via internal conversion. The development agreement does not permit changes to the exterior of the building that would be inconstant with a residential building. Signage for the daycare would be permitted in accordance with the signage requirements of the R-1 Zone.

Concentration of Daycares

The policy directs Council to consider the siting any new child care facilities to avoid a “concentration within a particular neighbourhood.” There is currently one other licensed daycare within a 500 m radius around the site. It is located in a commercial building approximately 400 m away at 7 Langbrae Drive and has a maximum enrollment of 37 children. Staff are also aware of an unlicensed daycare that is lawfully operating as a home occupation at 10 Roxbury Crescent. Daycares serving less than 8 children do not require provincial licensing.

Staff advise that the daycares in existence in the surrounding community do not constitute a concentration of daycares in this neighbourhood.

Restrictive Covenants

The site is subject to restrictive covenants that prevent the land from being used for any trade, service or manufacture, other than a children's daycare facility approved in writing by the Grantor. Restrictive covenants are private property agreements that are not within HRM's scope of enforcement authority. Issues of compliance with these agreements are matters of civil property law that can only be enforced by the parties set out in the covenant.

Council should note that staff have confirmed with the Grantor that the daycare facility is an acceptable use in this area.

Conclusion

Staff have reviewed the application in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the Halifax MPS. The proposal maintains the residential appearance of the buildings and does not create a concentration of daycares in the area. Short term parking will be impacted by the daycare, but the impacts will be limited in scope and duration. Therefore, staff recommend that the Halifax and West Community Council approve the proposed discharging agreement, rezoning and development agreement.

FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2019-2020 budget and with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed discharging agreement, development agreement, rezoning is contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No material environmental implications are associated with the proposed development agreement.

ALTERNATIVES

1. Halifax and West Community Council may choose to approve any of the following subject to modifications: the proposed rezoning; development agreement and discharging agreement. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Halifax and West Community Council may choose to refuse any of the following: the proposed rezoning; development agreement; and discharging agreement and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

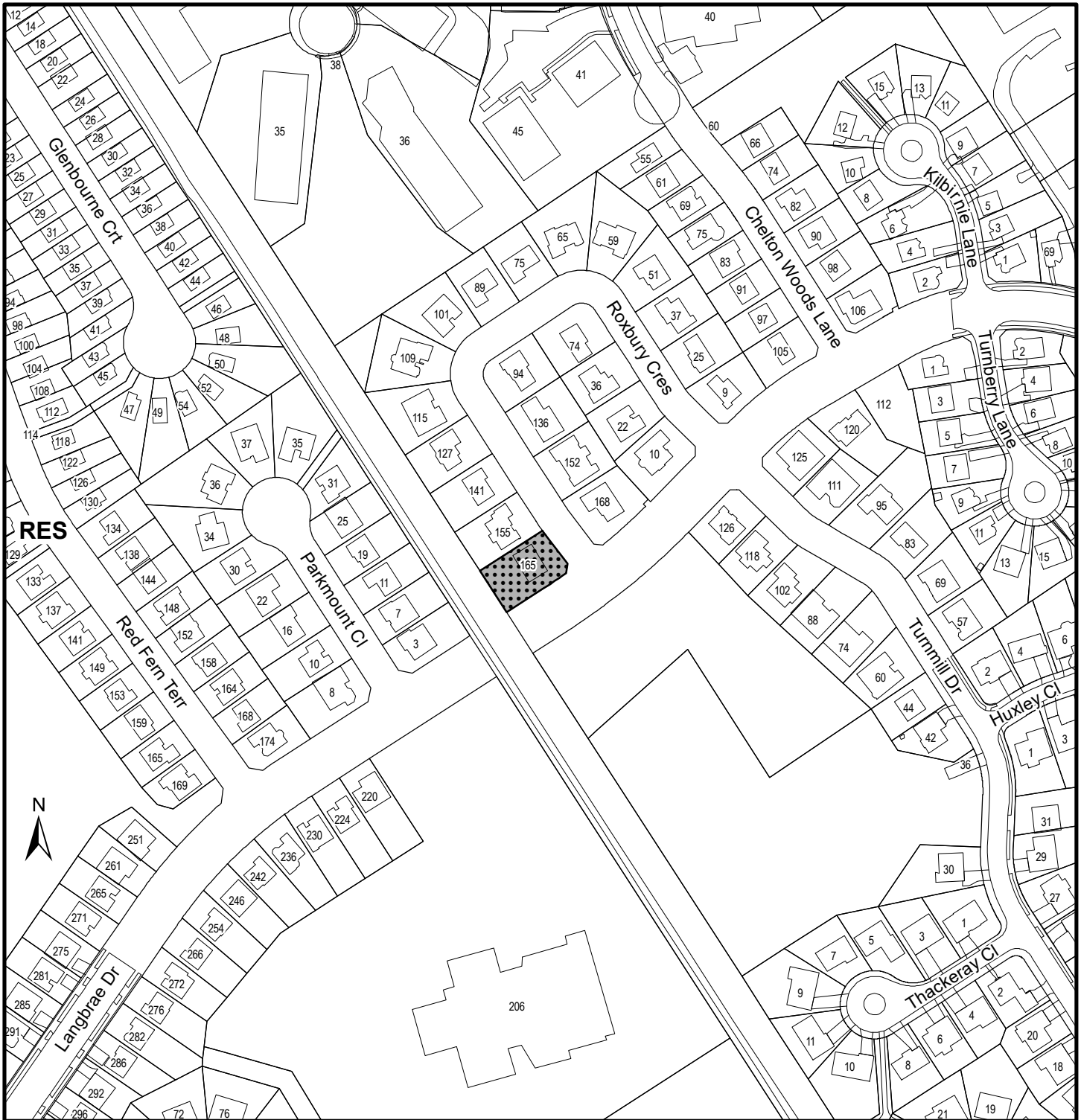
ATTACHMENTS

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Map 3:	Langbrae Gardens DA Phasing
Attachment A:	Proposed Amendment to the Land Use By-law for the Halifax Mainland
Attachment B:	Proposed Development Agreement
Attachment C:	Proposed Discharging Agreement
Attachment D:	Public Information Meeting Summary
Attachment E:	Review of Relevant MPS Policies

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Jennifer Chapman Planner III, 902.490.3999


Report Approved by: Steven Higgins, Manager Current Planning, 902.490.4382

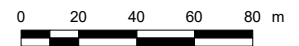


Map 1 - Generalized Future Land Use

165 Roxbury Crescent,
Halifax

HALIFAX

 Area proposed to be rezoned from K (Schedule K) to R-1(Single Family Dwelling) & to discharge an existing Development Agreement and enter into a new Development Agreement



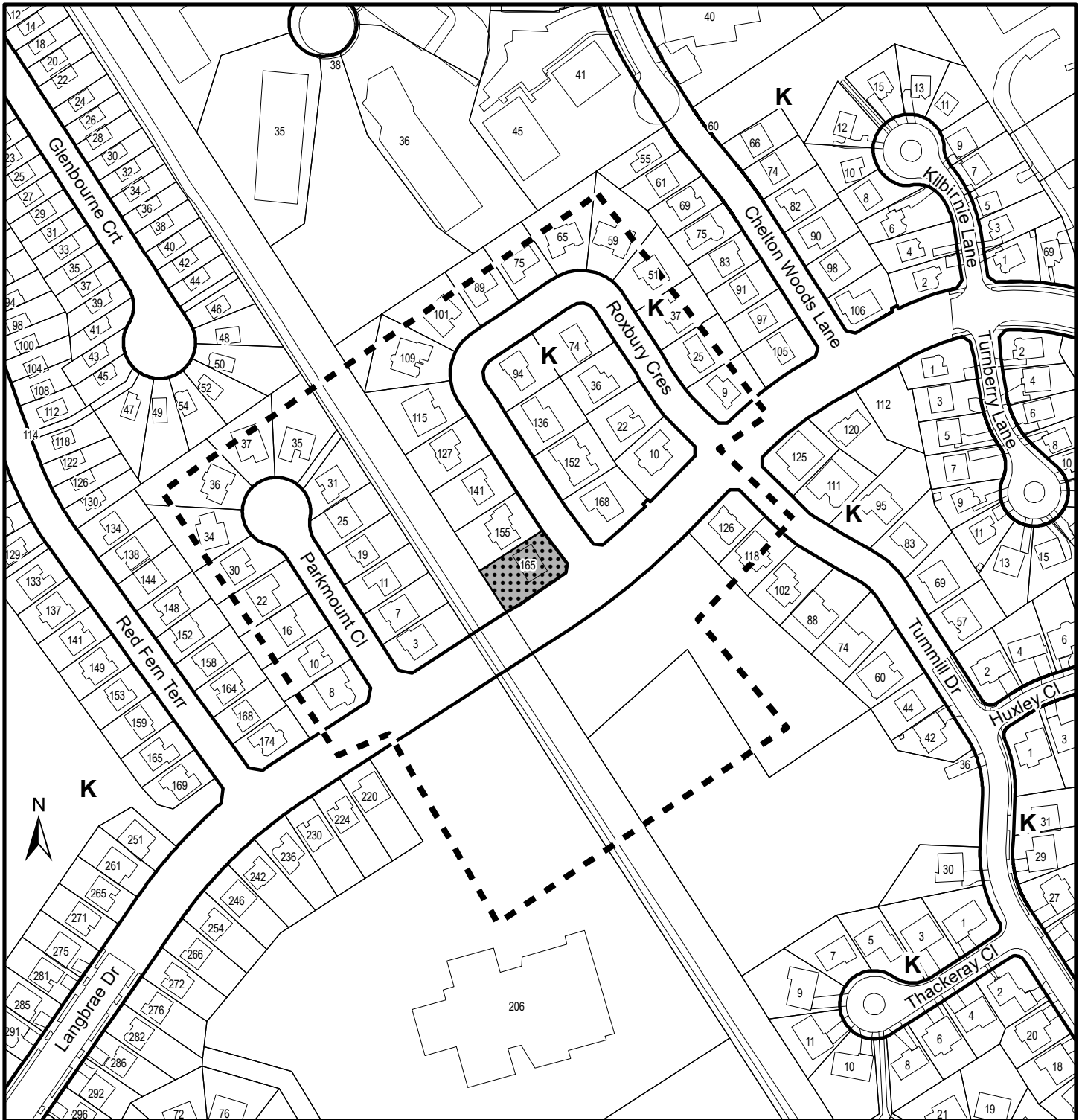
Designation

RES Residential Environments

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

The accuracy of any representation on this plan is not guaranteed.


Halifax Plan Area




Map 2 - Zoning and Notification

165 Roxbury Crescent,
Halifax

HALIFAX


 Area proposed to be rezoned from K (Schedule K) to R-1 (Single Family Dwelling) & to discharge an existing Development Agreement and enter into a new Development Agreement

 Area of Notification

Zone

K Schedule K

0 20 40 60 80 m



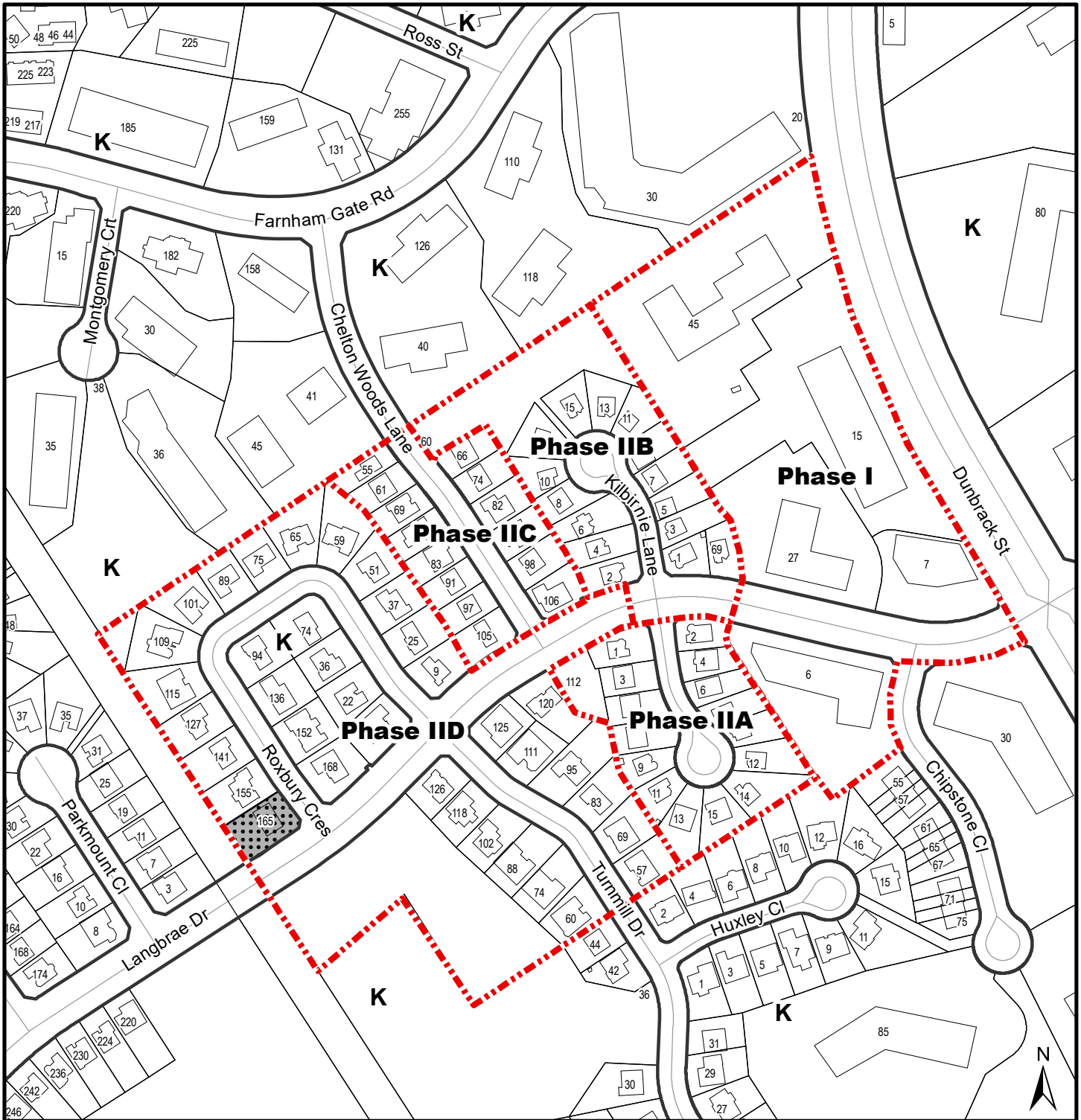
This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

The accuracy of any representation on this plan is not guaranteed.

Halifax Mainland Land Use By-Law Area

20 February 2019


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Map 3 - Langbrae Gardens DA Phasing

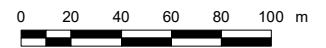
165 Roxbury Crescent,
Halifax

HALIFAX

 Subject Property

 Phases of DA

Zone
K Schedule K



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

The accuracy of any representation on this plan is not guaranteed.

Halifax Mainland Land Use By-Law Area

ATTACHMENT A

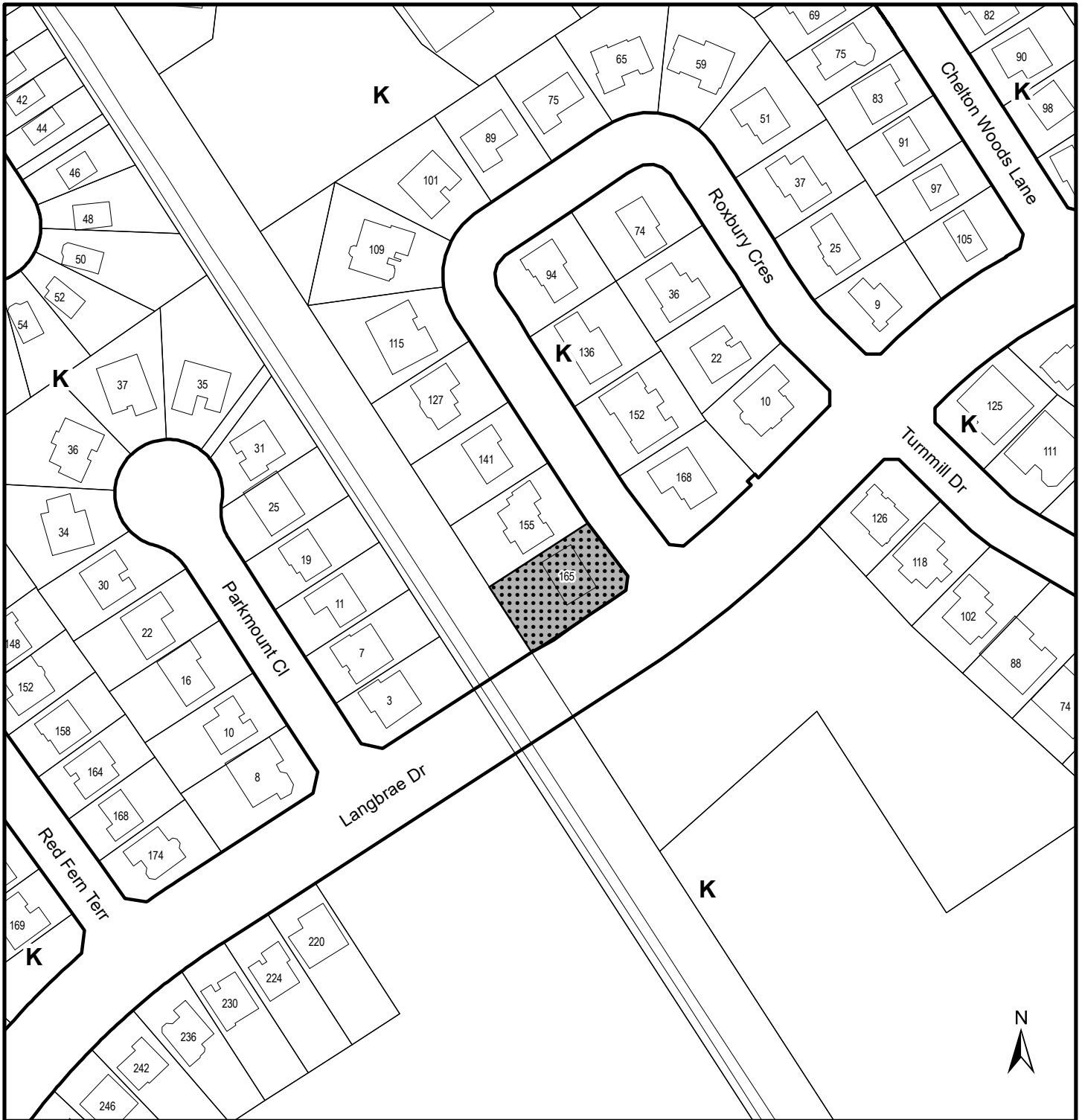
Proposed Amendment to the Land Use By-law for the Halifax Mainland

BE IT ENACTED by the Halifax and West Community Council of the Halifax Regional Municipality that the Land Use By-law for Halifax Mainland is hereby further amended as follows:

1. Amend Map ZM-1 the Zoning Map, by rezoning the property identified as 165 Roxbury Crescent, Halifax from Schedule "K" to the R-1 Single Family Dwelling Zone, as shown on the attached Schedule A.

I, Kevin Arjoon, Municipal Clerk for the Halifax Regional Municipality, hereby certify that the above-noted by-law was passed at a meeting of the Halifax and West Community Council held on [DATE], 201[#].

Kevin Arjoon
Municipal Clerk



Schedule A

165 Roxbury Crescent,
Halifax



Area to be rezoned from K (Schedule K) to R-1(Single Family Dwelling)

Zone

K Schedule K

HALIFAX



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

The accuracy of any representation on this plan is not guaranteed.

Halifax Mainland
Land Use By-Law Area

Attachment B: Proposed Development Agreement

THIS AGREEMENT made this **[Insert Date]** day of **[Insert Month]**, 2019,

BETWEEN:

[Insert Name of Corporation/Business LTD.]
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 165 Roxbury Crescent, Halifax, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS on July 26, 1984 the former City of Halifax granted Stage I approval to the concept of a residential development on the lands on the west side of Dunbrack Street between Bridgeview North intersection and Rockingham Ridge Subdivision pursuant to Section 68(6) and 68(8) of the Mainland part of the Land Use Bylaw, and which said development agreement was registered on December 4th, 1984 at the Registry of Deeds in Halifax as Document #69421, in Book 3927, Page 909 (hereinafter called the "Original Stage I Agreement"), and which does not apply to the Lands;

AND WHEREAS on December 4, 2000 the former Chebucto Community Council approved a request to enter into a Stage II Agreement for Phase 2D of the Langbrae Gardens Development to allow the subdivision and development of 36 single family dwellings, and which said Agreement was registered on January 12, 2000 at the Registry of Deeds in Halifax as Document #1305, Book 6692, Page 398 (hereinafter called the "Original Stage II for Phase 2D Agreement"), and which does not apply to the Lands;

AND WHEREAS the Developer requested that the Original Stage I Agreement and Original Stage II for Phase 2D Agreement be discharged from the Lands;

AND WHEREAS, pursuant to the procedures and requirements contained in the *Halifax Regional Municipality Charter*, the Halifax and West Community Council approved this request by resolution at a meeting held on **(INSERT DATE)**, referenced as Municipal Case Number 21971;

AND WHEREAS the Developer has requested that the Municipality enter into a new development agreement to allow for a child care centre on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Implementation Policies 3.20 and 3.20.1 of the Halifax Municipal Planning Strategy and Section 71(8) of the Land Use By-law for Halifax Mainland; and

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 21971.

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

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

- 1.2.1 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 Halifax Mainland and the Regional Subdivision By-law, as may be amended from time to time.
- 1.2.2 Variances to the requirements of the Land Use By-law for Halifax Mainland shall be permitted in accordance with the *Halifax Regional Municipality Charter*.

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

- 1.5.1 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

- 1.6.1 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.

1.7 Lands

- 1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

- 2.2.1 The following words used in this Agreement shall be defined as follows:

- (a) "Child care centre" shall have the same definition as in the Land Use By-law for Halifax Mainland (Edition 199) under "Day Care Facility".
- (b) "Existing Building" means building in existence as of the effective date of this Agreement.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

- 3.1.1 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 with the Halifax Regional Municipality as Case Number 21971:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan

3.2 Requirements Prior to Approval

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

3.3 General Description of Land Use

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

- (a) a child care centre for not more than 32 children occupying the existing building; or
- (b) any use within the R-1 (Single Family Dwelling) zone, subject to the provisions contained within the Land Use By-law for Halifax Mainland.

3.3.2 The Development Officer may permit unenclosed structures attached to a main building such as verandas, 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 the Land Use By-law for Halifax Mainland, as amended from time to time.

3.3.3 One (1) accessory building, per the requirements of the Land Use By-law for Halifax Mainland, is permitted on the property.

3.3.4 Should the main building be destroyed or demolished, wholly or in part, the following shall apply:

- (a) reconstruction as a detached one-family dwelling within the R-1 Zone is permitted subject to the provisions contained within the Land Use By-law for Halifax Mainland;
- (b) use as a child care centre (day care facility) may continue subject to 3.3.1(a) in accordance with this agreement; and
- (c) upon granting of an occupancy permit, the new main building shall be deemed the existing building.

3.4 Architectural

3.4.1 The existing building shall retain its residential character as a detached one-family dwelling subject to the R-1 (Single Family Dwelling) Zone as specified within the Land Use By-law for Halifax Mainland 20(1)(a).

3.4.2 Alterations to the exterior of the building shall not be such that the building no longer appears to be residential in nature.

3.4.3 Neither 3.4.1 nor 3.4.2 shall prevent building or property alterations required for accessibility reasons.

3.5 Outdoor Play Area

3.5.1 The outdoor play area and playground equipment shall be located as in the rear yard only, and playground equipment shall be permitted on the property.

3.5.2 The outdoor play area in the rear yard shall be surrounded by an opaque fence no less than 6 feet in height and installed in a manner to ensure the safety and security of the children under care.

3.5.3 The outdoor play area abutting the property of civic address 155 Roxbury Crescent shall include a vegetative buffer for nuisance mitigation at least 4 feet in height with a planting bed extending at least 4 feet from the fence, the dimensions of which must extend from the corner of the main building to the rear lot line corner.

3.5.4 A gate may be installed in the rear yard segment of the fence provided it is secure against egress from the property by unescorted children.

3.6 Hours of Operation

3.6.1 The child care centre may operate Monday to Friday between the hours of 6:30 a.m. to 7:00 p.m.

3.6.2 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

3.7 Parking, Circulation and Access

3.7.1 The parking area shall be hard surfaced and generally sited as shown on Schedule B.

3.7.2 The parking area shall provide a minimum of 3 parking spaces each of a size compliant with the Land Use By-law for Halifax Mainland.

3.7.3 Pedestrian pathways or gates to an abutting private property shall not be permitted.

3.7.4 A landscaped buffer will be provided along the parking area, as shown on Schedule B. This shall be in the form of a raised garden bed that is permanently installed and framed in with wood or an alternative acceptable to the Development Officer.

3.8 Outdoor Lighting

3.8.1 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.

3.9 Maintenance

3.9.1 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.

3.9.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

3.10 Signs

3.10.1 The sign requirements shall be accordance with the R-1 (Single Family Dwelling) zone of the Land Use By-law for Halifax Mainland as amended from time to time.

3.11 Screening

3.11.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing, masonry walls, or foliage.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

4.2 Off-Site Disturbance

- 4.2.1 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.

PART 5: AMENDMENTS

5.1 Non-Substantive Amendments

- 5.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council:
- (a) The granting of an extension to the date for Commencement of Development as identified in Section 6.3.1 of this Agreement; and

5.2 Substantive Amendments

- 5.2.1 Amendments to any matters not identified under Section 5.1.1 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

- 6.1.1 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 2 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law for Halifax Mainland.
- 6.3.2 For the purpose of this section, commencement of development shall mean an application for a Development Permit.
- 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 5.1.1 if the Municipality receives a written request from the Developer.

6.4 Completion of Development

6.4.1 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 Halifax Municipal Planning Strategy and Land Use By-law for Halifax Mainland as may be amended from time to time.

6.4.3 For the purpose of this section, completion of development shall mean successful application for an Occupancy Permit.

6.5 Discharge of Agreement

6.5.1 If the Developer fails to complete the development, or phases of this development, after 2 years from the date of registration of this Agreement at the 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;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and Land Use By-law for Halifax Mainland, as may be amended from time to time.

PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

7.1.1 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 twenty-four hours of receiving such a request.

7.2 Failure to Comply

7.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 90 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 defence based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the 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 WHEREAS the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

(OWNER)

Witness

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

HALIFAX REGIONAL MUNICIPALITY

Witness

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

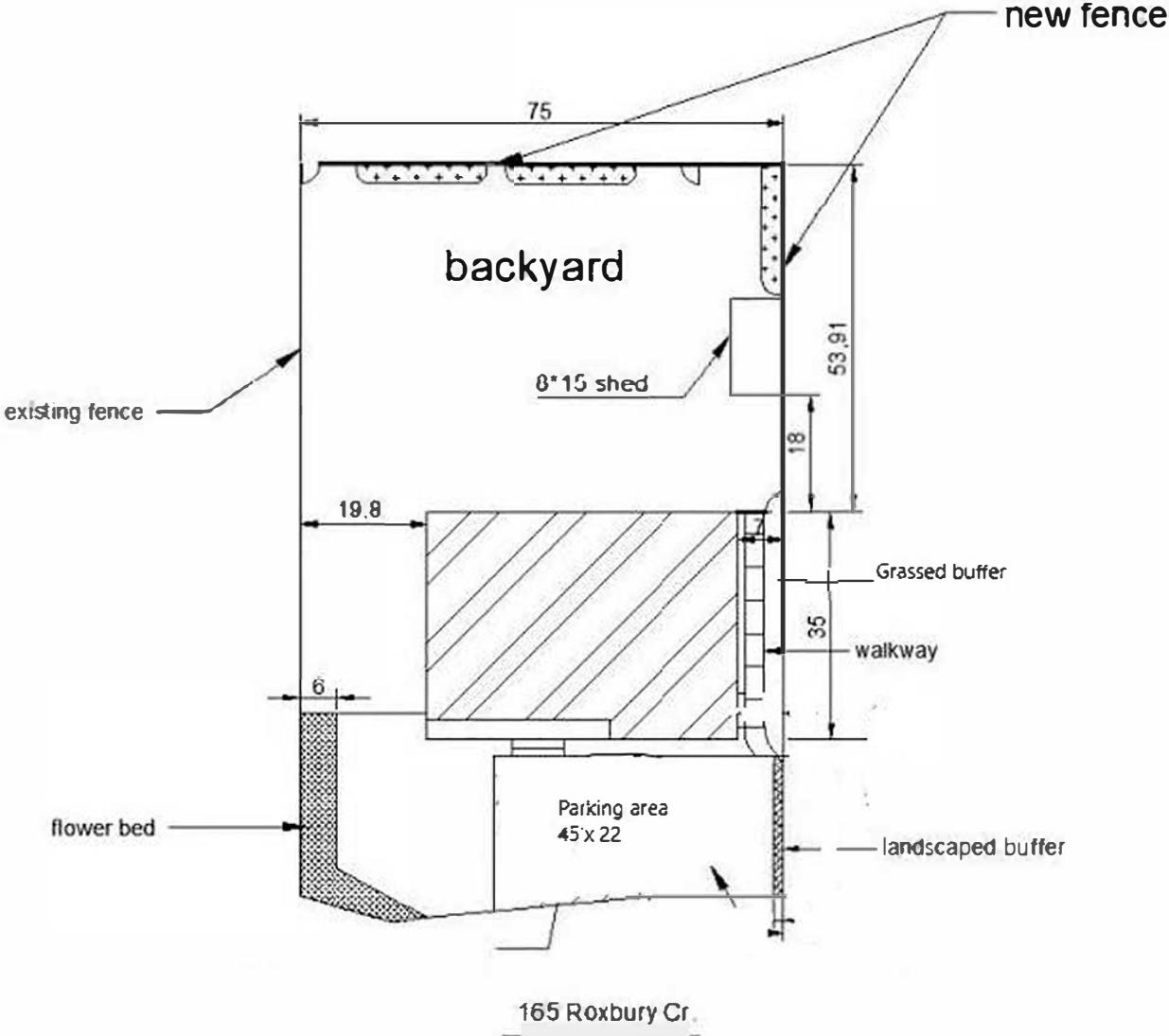
On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____, _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

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 Mike Savage, Mayor and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia



**Attachment C:
Proposed Discharging Agreement**

THIS DISCHARGING AGREEMENT made this **[Insert Date]** day of **[Insert Month]**, 20 ,

BETWEEN:

[Insert Name of Corporation/Business LTD.]

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 165 Roxbury Crescent, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS on July 26, 1984 the former City of Halifax granted Stage I approval to the concept of a residential development on the lands on the west side of Dunbrack Street between Bridgeview North intersection and Rockingham Ridge Subdivision pursuant to Section 68(6) and 68(8) of the Mainland part of the Land Use Bylaw, and which said development agreement was registered on December 4th, 1984 at the Registry of Deeds in Halifax as Document #69421, in Book 3927, Page 909 (hereinafter called the "Original Stage I Agreement"), and which applies to the Lands;

AND WHEREAS on December 4, 2000 the former Chebucto Community Council approved a request to enter into a Stage II Agreement for Phase 2D of the Langbrae Gardens Development to allow the subdivision and development of 36 single family dwellings, and which said Agreement was registered on January 12, 2000 at the Registry of Deeds in Halifax as Document #1305, Book 6692, Page 398 (hereinafter called the "Original Stage II for Phase 2D Agreement"), and which applies to the Lands;

AND WHEREAS the Developer has requested that the Original Stage I Agreement and Original Stage II for Phase 2D Agreement be discharged from the Lands;

AND WHEREAS, pursuant to the procedures and requirements contained in the *Halifax Regional Municipality Charter*, the Halifax and West Community Council approved this request by resolution at a meeting held on (**INSERT DATE**), referenced as Municipal Case Number 21971;

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

1. The Original Stage I Agreement and Original Stage II for Phase 2D Agreement are hereby discharged as it applies to the Lands and shall no longer have any force or effect.
2. Any future development of the Lands shall conform with all applicable provisions and requirements of the Halifax Mainland Land Use By-law, as amended from time to time.

IN WITNESS WHEREAS the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____
—

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

HALIFAX REGIONAL MUNICIPALITY

Witness

Per: _____
—
MAYOR

Witness

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 Affirmative Ventures Association of the parties thereto, signed, sealed and delivered the same in his/her presence.

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 Mike Savage, Mayor and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

HALIFAX REGIONAL MUNICIPALITY
Public Information Meeting: Case 21971

The following does not represent a verbatim record of the proceedings of this meeting.

Tuesday, March 12, 2019
7:00 p.m.
Rockingham United Church

STAFF IN

ATTENDANCE: Scott Low, Planner, HRM Planning and Development
Carl Purvis, Planning Applications Program Manager, HRM Planning and Development
Jared Cavers, Planning Technician, HRM Planning and Development
Genevieve Hachey, Planning Controller, HRM Planning and Development

ALSO IN

ATTENDANCE: Feng Linda Liuo - Applicant
Councillor Richard Zurawski, District 12

PUBLIC IN

ATTENDANCE: Approximately 79

The meeting commenced at approximately 7:00 p.m.

1. Call to order, purpose of meeting – Scott Low

Scott Low is the Planner and Facilitator for the application and introduced the Applicant, staff members and the Councillor.

Case 21971 - Application by Feng Linda Liuo requesting to discharge and existing development agreement, rezone from Schedule K to R-1, and enter into a development agreement for lands at 165 Roxbury Crescent, Halifax to allow for a child care centre for up to 48 children.

The purpose of the Public Information Meeting (PIM) is to:

- Identify the proposal site and highlight the proposal;
- Give the Applicant an opportunity to present the proposal; and
- Receive public feedback and input regarding the proposal that will be used to prepare the staff report and go forward with this application.

No decisions are made at the PIM or have been made up to this point.

2. Presentation of Proposal – Scott Low

Scott Low gave a brief presentation of the proposal for the property located at 165 Roxbury Crescent Halifax, outlining the status of the application, the Applicant's request, site context of the subject lands and the proposal. This application is to discharge the existing agreement,

rezone the property and enter into a new agreement for a child care centre. The original application was for 58 children however after a staff proposal the applicant has revised the application to 48 children.

Presentation of Proposal – Feng Linda Liuo (referred to in this document as Linda)

Feng Linda Liuo presented the proposal outlining the subject property and what she would like to do with it.

3. Questions and Comments

Govinda Thaluri – Radcliffe Drive: They would like to see a daycare here as it would be easy for them to drop of their older child at the school and their younger one at the daycare. Linda has been very supportive of them as new immigrants to Canada and they are very happy with the level of care provided by the applicant.

Arthur Huang – Greenwood Ave.: They are the applicant's nephew and are here to support Linda. Arthur spoke about the traffic issue and pointed out how not every child would be brought by vehicle, some of the children have siblings that already go to the local school and would not add to traffic, parents with children in the car tend to drive safer. They spoke about how the daycare hours which allow for a 3 hour drop off window and a 2.5 hour pickup window will mean that any traffic generated by the daycare being here will be spread out and not affect the traffic volume significantly as was pointed out in the traffic study.

PJ Kapilan – Kingsley Close: they spoke about how their children may soon take over their house and have children of their own. They feel that a quality daycare is needed in this area and they have had experience with Linda and think she is someone who would provide high quality day care.

Heinz Schulz – Ross Street: they have known Linda and her husband for over 10 years and speak highly of Linda and her child care business. They strongly support this application. They feel that the traffic would not be largely impacted and that property values would not be impacted either. They know that Linda takes care to make sure her clients don't block driveways and are respectful of the neighbors.

Julie Park – Carrington Place: They work in a daycare centre and would be happy to have this daycare close to her as she could walk her child to daycare. It is a very convenient location, they would be able to have their child go to this daycare instead of attending after school programs, this daycare would have more learning opportunities and better care.

Marissa Dimick – Greenwood Avenue: They find it very hard to find quality daycare that is flexible, Linda works with parents to make sure they get the care they need and this is very rare. There are waitlists for daycares and most daycares require you pay for 5 days a week even if your child doesn't have to go 5 days a week. The demographics have changed and this daycare is needed. The proximity to the school for older children is also great. This street is horrible for traffic, however they do not feel this daycare will make a change.

Xiav Fang Zhang – Scotch Pine Terrace: They work at Linda's daycare and support her in this application. Linda provides jobs and organizes events in the community.

Kevin Wong – Clayton Park West: they support Linda's application. This daycare is very small in comparison to the large school in the neighborhood, the impact on traffic will be minimal. Not every parent drops off and picks up kids at the same time. Linda had to courage to move to this country and start a business, they are doing a great job. Both of their children have gone to

Linda's daycare.

Krista Andrews – Connaught Avenue: They are here to support Linda, as a daycare worker they feel Linda is great at what they do. This location is a great location with its proximity to the other school in the area. There is a high demand in that area for childcare.

John Keogh – Roxbury Crescent: The objections they have are due to the traffic issues and not personal at all. They have witnessed and been in an accident in this area, the traffic is dangerous here. A neighbor across the street from him, Joe Moser, has asked that they convey their concerns with this application because of traffic issues as well. There are blind spots by the proposed development, Langbrae is a wide street that takes longer to cross, this makes it a challenge to cross safely here. There is a lack of parking in the area. Parkland was extended to Kearny Lake Road making Langbrae an appealing shortcut, Park West School is over capacity and these things have made it so the pedestrian and vehicular traffic in the area is much higher than originally planned. They strongly oppose this application.

Kathy Black – Rockingham: They are here to support Linda in this application, they are a licensing officer for childcare centres with the Province. They have seen parking complaints come from residents about one of Linda's previous locations and felt that Linda took this very seriously and worked hard to come up with a solution. This is about the children, there will be traffic added but many of the children that would go here already have older siblings that would go to Park West School and it wouldn't be adding an extra vehicle.

Jodi Tsitouras – Kingsley Close: They opened a daycare centre in 1997 for over 50 children that was right next to a school (Burton Ettinger school). There were issues when they opened as well, there was pushback from the community. They feel that if the neighbors were asked now what they think of the daycare centre they would say they are the best neighbors, they aren't there on the weekends, and later at night. Daycare centres are allowed in commercial areas however families don't live in commercial areas. The traffic has not changed since they came there, their daycare does not make a difference to traffic patterns.

Paula Murray – Frederic Avenue: There is need for affordable, quality daycare and they support this application.

Anisha Fernandez- Burton Lane: They are speaking from the point of view of a recent immigrant. Linda has been very flexible with their work schedules and they feel like the care that is provided is quality and that their children are safe here. They would walk to daycare and would not be adding to the traffic.

Yan Li – Clayton Park West: As a real estate agent they know how important schools and daycares are to clients. This daycare would be great in this area.

Sameer Auseka – Essex Lane: They are planning on sending their children to this daycare and would prefer this to the EXCEL program given at the school for their older child. They already drop off one of their children to the school in this area and would not be adding to traffic.

Kevin MacDonald – Roxbury: Their concerns are with the traffic, the situation here is already dangerous and this will only add to that. They feel there is a disconnect with the letter of intent and the traffic study count. In the letter of intent, the pickups and drop off are on Langbrae and in the traffic analysis Langbrae is not mentioned, only Roxbury is. It also speaks of parking for teachers coming into the driveway on Langbrae which they now know is not going to be used. The traffic analysis also states that 86% of the children will be going to Park West and they do not know where this number comes from. They have concerns about this data.

Scott Low replied that parking for staff is required on site and that 50% of the staff is required to have parking. This application is an ongoing, dynamic process and the numbers in the traffic study will sometimes change, they have this updated on the website when that occurs. Scott asked that if anyone has technical questions to send them and email and they will respond to any questions received.

Colleen Keyes – Roxbury Crescent: Quality daycare is necessary, that is not under question. The homeowners here purchased lands with the understanding that the restrictive covenants in place would be adhered to. They state that “no building shall be erected on the said lands other than the detached private dwelling to and for the use of a single family with or without a garage”. Restrictive covenant #10 prohibits commercial uses, there is an allowance for a daycare facility only when the approval in writing of the initial developer.

Scott Low replied that there are restrictive covenants however council does not deliberate on them as they are considered a private law agreement. They are not mentioned within the Municipal Planning Strategies and Land Use By-Laws of the Halifax Regional Municipality.

Craig Davidson – Roxbury Crescent: They feel that there is some misinformation here. They spoke to the Department of Education and Early Childhood Development and were told that the information regarding demand and need is objective and anecdotal, that there is no official information on demand, that there is no correlation between the school and number of preschoolers in the community. The map that presented earlier showing daycares do not include many daycares that are in that area. The traffic situation here is already very dangerous, they do not see how adding any traffic isn't going to negative impact on that. This is a commercial scale operation trying to operate out of a residence, there are 3 other daycares within a block of here and they do not know why it is needed. The proximity to the school would convenience some and inconvenience others. All the positives that they have heard tonight would happen in a different location.

Sumanji Sing – Farnham Gate Road: They feel that Linda provides quality daycare for their children. They feel that the proximity to the school will shorten the distance that some children will have to walk and make it safer for them.

Audrey Barkhouse – Parkland Drive: They are the original owner of the property at 165 Roxbury. They feel that rezoning this address to a daycare is a bad idea. They are personally aware of the traffic concerns here, the proximity to the school make it a nightmare for traffic. There were cars pulling into her driveway to turn around and there has often been the possibility of accidents. With the addition of portable classrooms at Park West School the traffic has become a concern. Kids often walk up Roxbury to get the school, there is a sidewalk only on one side of the street. They have witnessed cars speeding, cars pulling out when they shouldn't be and kids walking in between cars on both sides of the street. This area is often used as a thoroughfare from Parkland to Dunbrack and vice versa.

K.J. Gandhi – Roxbury Cres: They are right next to the proposed daycare. The policy mentioned is policy 3.20.1 however if you read 3.20.1 G) it says that the centre shall not be located so as to produce a concentration within a particular neighborhood. There are many daycare centres in this area that are not identified on that plan. There is a concentration of daycares in the area. The letter states that the exterior of the house will remain the same but then it says there will be an exterior staircase, there is not currently and exterior staircase from the second floor. This will look out of place. They have seen many traffic issues and if you add 48 more students that could equal to 25000 cars over the year. They have heard many good stories about Linda's capabilities tonight however this is not about the daycare centre itself but about the location of the daycare. They plan on retiring soon and would like to be able to relax on the deck and in the backyard, this will be hard to do with 40 children next door.

Carrie Cook – Roxbury Cres: They have lived here for 17 years. Both of their boys have walked to school every day. They believe that 80% of the kids get driven to this school. They are concerned about traffic on Roxbury Crescent, there are only 22 homes here and if you add 40 cars in the morning and afternoon that is quite a bit. There are children on this street, there are street hockey games, kids cycling on the street, it is very active. The people who live on this street drive with caution because they know there are kids around, these new people who will be driving here will not know that.

Peter Healy – Roxbury Cres: They feel that this application should not have gone this far, this daycare is too big for a small residential street. The traffic here is an issue and everyone knows it. Kids will not be dropped off on Langbrae, they will be dropped off on Roxbury. They feel that if the local residents bought the home and demolished it, it would drop the property values by 5% and that would not be more than what the property value would drop if this 50-person daycare goes in.

John Flemming – Roxbury Cres: They were the first resident on this street. They would like to thank HRM for how responsive they have been on this project and urge people to contact their counsellors or staff if they have questions or comments. There is a curb cut on Langbrae that originally was potentially going to be a driveway into a building that was potentially going to be a daycare. The architect, George Russell, had said it would be a daycare with a maximum of 8 children, this would have been written into the covenants.

Janet Lee – Parkland Drive: This is a great community and they support Linda however they do believe there is a parking issue here. Parents with small children cannot just drop kids off, they have to stop the car, get out and let them out of their booster seats. They have concerns about having a commercial business in a residential area.

Glen Anderson – Thackeray Close: They are disappointed to find out that the restrictive covenants are not enforced by HRM. There are safety issues here, there will be an increase in traffic. The neighbors have all voiced their concern and they ask HRM to reject this proposal.

4. Closing Comments – Scott Low

Scott Low thanked everyone for coming and expressing their comments.

5. Adjournment

The meeting adjourned at approximately 9:00 p.m.

Attachment E: Review of Relevant Halifax MPS Policies

Halifax Municipal Planning Strategy – Section II: City Wide Objectives and Policies		
Policy	Standard/Policy	Staff Comments
Part 2: RESIDENTIAL ENVIRONMENTS		
Objective: The provision and maintenance of diverse and high quality housing in adequate amounts, in safe residential environments, at prices which residents can afford.		
2.1	Residential development to accommodate future growth in the City should occur both on the Peninsula and on the Mainland, and should be related to the adequacy of existing or presently budgeted services.	The subject site is located in Halifax Mainland and is in neighbourhood already developed and fully serviced.
2.2	The integrity of existing residential neighbourhoods shall be maintained by requiring that any new development which would differ in use or intensity of use from the present neighbourhood development pattern be related to the needs or characteristics of the neighbourhood and this shall be accomplished by Implementation Policies 3.1 and 3.2 as appropriate.	<p>The proposed use would decrease residential intensity but increase commercial intensity. Day care facilities are a special type of land use, with neighbourhood impact both positive and negative. Child care centres offer services many working member of the community need and rely on, but intensity of use for traffic and parking of approach institutional use similar to a small school.</p> <p>The proposed increase in intensity is addressed in Implementation Policy 3.20.1h. below.</p> <p>Implementation Policy 3.1 was repealed 1990; Policy 3.2 does not apply.</p>
2.4.2	In residential neighbourhoods alternative specialized housing such as special care homes; commercial uses such as daycare centres and home occupations; municipal recreation facilities such as parks; and community facilities such as churches shall be permitted. Regulations may be established in the land use by-law to control the intensity of such uses to ensure compatibility to surrounding residential neighbourhoods.	Day care facilities identified as a permitted activity in residential neighbourhoods in this policy. The application is enabled under the Implementation Policies 3.20 and 3.20.1.

Halifax Municipal Planning Strategy – Implementation Policies		
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.	The subject site requires a development agreement for establishing a child care centre that may exceed the maximum number of children permitted in the Halifax (Mainland) LUB.
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.	External alterations are not proposed, and the building will maintain its residential character.
b.	the hours of operation shall be such that adverse impacts of noise and traffic movements on adjacent residential uses are reduced.	The hours of operation have been set to 6:30 am to 7 pm to help spread the arrival time of parents over a longer window to help alleviate the impact of parents all arriving at the same time.
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	Development agreement requires 3 parking spaces, which will be provided on site by widening the existing driveway. The parking area will look similar to existing driveway areas but widened to accommodate 3 vehicles. It is intended that there will be 6 staff working at the daycare, which would result in 0.5 parking spaces/ employee. Staff are satisfied that this is sufficient to meet the needs of the site.
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.	Site contains an outdoor play area that will have a 6 ft high opaque fence, designed to reduce the impacts on the adjacent property owner. Landscaping will be incorporated into the front yard to create a character consistent with a residential area. The driveway will be widened to accommodate staff parking, as well as pick up and drop off areas.

e.	vehicular access to and egress from the child care centre and pedestrian movement shall be accommodated in a manner which encourages safety.	Due to limited on site parking, some vehicular entrance and egress activity will be pushed to the public street of both the subject sites and neighbouring frontages.
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.	Size, design, and placement can be controlled in the development agreement.
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.	<p>The subject site is not located on a cul-de-sac. There is one home daycare, with less than 7 children, located on the other end of the street, but does not appear to create a concentration. Staff reviewed the built form when identifying the neighbourhood. The form is predominantly single unit residential that transitions to multi unit residential at Langbrae Dr and Parkland Drive to the West and Farnham Gate Road to the North. The land use changes to predominantly commercial at Dunbrack St. Given the built form and land use changes, staff identified the low density residential use as the neighbourhood and applied a buffer of 500 m to the site to determine how many daycares are within this area.</p> <p>Staff assessed the number of daycares within a 500 m radius from the house and identified 2 daycares within this proximity. One daycare is for less than 7 children located on the other end of Roxbury and the other daycare is located on Langbrae, within a commercial node and has a maximum of 37 children. This does not appear to be a concentration of daycares within this area.</p> <p>130 m away: childcare centre with maximum of 8 children 400 m away: childcare centre at 7 Langbrae with 37 children</p>

h.	all other relevant policies of the municipal planning strategy with particular reference to the Residential Environments section.	In conformity
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