

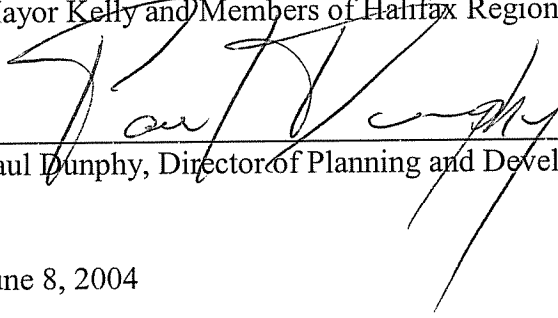


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Halifax Regional Council  
June 15, 2004

**TO:** Mayor Kelly and Members of Halifax Regional Council

**SUBMITTED BY:**   
Paul Dunphy, Director of Planning and Development Services

**DATE:** June 8, 2004

**SUBJECT:** Time Limits on Development Agreements

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## INFORMATION REPORT

### ORIGIN

April 6, 2004 request at Regional Council by Councillor Meade for a report on whether project completion time limits can be made effective retroactively in development agreements.

### BACKGROUND/DISCUSSION

It is common practice of the Municipality to specify a time period in development agreements under which an approved development can be expected to be carried out. Such provisions, commonly referred to as "sunset" clauses, help to ensure that development projects are carried out within a period of time that can be considered reasonable by community standards based on the extent of the project. If a project does not proceed within the specified time, any extension of the rights extended by the development agreement must be approved by Council, otherwise Council may discharge the agreement and any rights extended by it become null and void.

Not all development agreements in effect, however, include sunset clauses. Many of the agreements approved prior to the enactment of the *Municipal Government Act* do not specify a time frame in which an approved development project must be carried out. Councillor Meade's request relates to an agreement entered between Halifax County Municipality and Horst and Marianne Schaffner where no sunset clause was included. The agreement remains legally in effect and the project (resort and marina) approved under that agreement was never carried out. An application has been made by a new owner to change the use approved under that development agreement with another use governed by a new agreement.

A development agreement is a legally binding contract between consenting parties - the Municipality and the property owner. An agreement remains in effect until discharged by Council. A Council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owner. The Municipality is not legally entitled to unilaterally discharge an agreement.

**Conclusion**

The Municipality is obliged to honour development agreements that were duly approved by pre-existing municipal units. Although most projects approved under early development agreements have been carried out as anticipated, this is not the case in all instances. Developments approved under agreements which do not include a sunset clause can, in essence, remain not carried out for an indefinite period of time. In some cases, such as the one which prompted this report, a new owner may decide to seek approval of another land use not provided under an existing agreement. This provides opportunity to discharge an agreement in favour of one that permits a development that may be more in keeping with contemporary land use policies and community standards.

**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**

None.

**ATTACHMENTS**

None

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.

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