



April 10, 2016

RE: Country Hill Estates

Mr Ken Hughes, Auditor General
City of Ottawa
110 Laurier Avenue West
Ottawa, ON K1P 1J1

We would like to bring an issue to your attention where a number of affiliated private corporations have been in breach of contract with the City of Ottawa since before amalgamation. A number of politicians and staff at the city have been made aware of these issues but have not moved to correct them.

In 1994, an agreement was signed between the Corporation of the Township of Osgoode (City of Ottawa) and the Warren Paving & Materials Group Limited (Cornwall Sand and Gravel), for the development of the three-phase Dibblee Subdivision (Country Hill Estates). An accompanying Notice of the Agreement under the Land Titles Act was signed in 1997 by Cartwave Realty and the Corporation of the Township of Osgoode. These contracts were amalgamated into the City of Ottawa in 2001 but were never fulfilled, resulting in lost property tax revenue and a very disappointed community.

For more than 20 years, the development of the Country Hill Estates subdivision has remained incomplete. Many key schedules in the agreements remain outstanding. The members of the Country Hill Estates Association (CHEA) respectfully request the City of Ottawa enforce the above contractual agreements immediately and follow-up with staff regarding the importance of due diligence.

We submit that it would be in the city's best interest to ensure the schedules within the contract are immediately upheld by the owner. The members of CHEA respectfully request a written response from the City of Ottawa within 30 days to the request the aforementioned agreements are enforced. As such, we move to have these matters corrected immediately.

NOTE: "Owner" refers to The Warren Paving and Materials Group Limited

Debra Workman, 1600 Whiteside Way (613-220-2342)

Alexis Carty, 8061 Iveson Drive (613-821-4025)

Darryl Wilton, 1624 Whiteside Way (613-299-0333)

Dibblee Subdivision Agreement (Country Hill Estates), 1994

This agreement is between the Corporation of the Township of Osgoode (City of Ottawa) and the Warren Paving & Materials Group Limited (Cornwall Sand and Gravel). The following sections are in breach of contract and need to be corrected.

Section 4.00 - Scope of Work

Requires the Owner to construct and install all roads, storm drainage, sanitary and water systems, street lighting, street signs, recreational pathways, park, landscaping and postal boxes as detailed in the agreement within the time frame outlined in Schedule "O".

Contravention: The "owner" has not completed any of this work within the prescribed timelines

Schedule O – Time Schedule

Requires the owner to complete the following items within a very tight prescribed timeline:

1. Prior to a building permit being issued for a home, drainage systems should be completed, including grading and topsoil in ditches.
2. Within one year of the first building permit being issued, recreational pathways should be constructed in each phase of the subdivision
3. After two years from registration of the subdivision plan the city can direct the Owner to carry out tree planting, tree screening and park development

Contravention: This work has been disregarded and incomplete in all 3 phases for almost 20 years.

Section 5.00 – Prosecution of Work

Allows the city to provide its own equipment and workers to complete any defective or delayed work by the Owner. Costs to provide the additional equipment and workers will be paid by the Owner with the city charging an additional 20% management fee and 30% inconvenience fee.

Contravention: The city has not addressed nor enforced any defects or delays caused by the "owner".

Section 7.00 to Section 7.07 – Drainage System

Outlines requirements for completion of a drainage system including ditches, culverts and storm sewers that divert to a location outside the subdivision. Ditches are to be maintained by the Owner until the system is accepted by the city.

Contravention: Ditches remain unfinished and have not been maintained by the "owner".

Section 8.00 to Section 8.07 – Recreational Pathways

Requires the construction of recreational pathways as outlined in the blueprints (Schedules E, F and G).

Contravention: No recreational pathways have been constructed in any phase of the subdivision.

Section 11.00 – Park Development

Requires the owner to develop and maintain park lands as outlined in blueprints (Schedule E).

Contravention: No park lands have been developed by the owner for more than 20 years.

Section 12.00 – Landscaping

Specifies landscaping requirements for roadside ditches and lots including seeding, sodding, grading, trees and shrubs (Schedule H, I, M, P).

Contravention: Landscaping remains unfinished and has not been maintained by the “owner”.

Section 14.00 - Hydro and Telephone

Specifies that cable and telephone will be installed by the owner.

Contravention: There is no cable, no DSL, no high speed internet available.

Section 16.00 – Street Signs

Requires the Owner to install street signs.

Contravention: Not all street signs have been installed. Existing street signs are Township of Osgoode and not City of Ottawa.

Section 23 – Movement of Fill

Prohibits dumping of any fill or debris.

Contravention: Phase III has contained enormous fill piles and debris for more than three years. These piles of fill were dumped in Country Hill Estates by the “owner” while there was an Environmental Assessment being conducted for endangered species.

Notice of Agreement, Land Titles Act (Township of Osgoode), 1997

The agreement is between Cartwave Realty Limited and the Township of Osgoode. The following sections are in breach of contract and need to be remedied.

Section 8 – Timing

Requires a minimum of 8 lots to be serviced and available in Phase 3 within 6-12 months of the sale and closing of 36 lots in Phase 2.

NOTE: The timing has not been honoured. A minimum number of lots have never been serviced nor available for sale within the prescribed timelines.

Section 14 – Default

Allows an interest rate of 2%, compounded annually, to be charged to Cartwave for failure to observe and perform any covenant, term or condition of the agreement. Allows the agreement to be terminated if defaults in payments or timelines occur.

NOTE: Staff in Real Estate, Planning and Legal as well as Councillors at the City of Ottawa have never moved to uphold the agreement although they are aware it has been in default for many years.

Section 22 – Further Assurances

Requires Cartwave and the Owner to take all measures necessary to give full effect to this agreement.

NOTE: Staff in Real Estate, Planning and Legal as well as Councillors at the City of Ottawa have never moved to ensure all measures necessary have been taken.

Section 27 – Arbitration

Allows for arbitration should any disputes arrive between the parties of the agreement.

NOTE: Staff in Real Estate, Planning and Legal as well as Councillors at the City of Ottawa have all verbally communicated their disappointment in the owner but have never moved to have the situation arbitrated.