



Country Hill Estates Association (CHEA) Community Update

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March 26, 2021

Your Country Hill Estates Association (CHEA) Board of Directors is continuing to follow-up on issues in our community. The top 3 concerns that were raised through our last community survey have remained consistent for the last 11 years:

- 1) Ditches and Drainage
- 2) Connection Roads
- 3) Community Park and Pathways

Four years ago, City of Ottawa Manager Steve Kanellakos replied to concerns from the Country Hill Estates Association Board of Directors with regards to subdivision delays.

2017-02-14 - Historical Response (City Manager)

In his [written response](#) (February 14, 2017), City Manager Steve Kanellakos stated, "I can advise that I have directed staff to prioritize the outstanding issues on this file, and to work with residents to address concerns as they are raised" and he committed to the following in writing:

- 1) The community concern with respect to **ditches and drainage will be addressed in the spring/summer of this year** on specific lots which pose a concern for individual homeowners in respect of maintenance
- 2) **Staff will pursue the build-out for a road to provide a secondary access from the community to John Quinn** and further create neighbourhood connectivity with the adjacent Estates of Monticello subdivision through completion of Adam Baker Way
- 3) **Staff will work with Cornwall Gravel Company Ltd to complete the design works** for Phase III to facilitate updating approvals to maintain progression from phase II to phase III

2021-02-27 - Progress Update (Country Hill Estates)

The Country Hill Estates Board of Directors have been diligent in meeting with city staff and Councillor Darouze in an effort to accelerate progress on our community. Regardless, four years after receiving the correspondence from City Manager Steve Kanellakos, we continue to see very little progress.

Progress updates have been gleaned through on-site observation or when we take the initiative to reach out to Councillor Darouze's office. The City of Ottawa and our elected Councillor have not been diligent about tracking and communicating development progress in our community. The City of Ottawa is required to ensure Cornwall Sand & Gravel (Cartwave Realty Ltd) fulfills the terms of the Subdivision Agreement.

2021 Strategic Priorities

Four years later, we are continuing to flag the same top-3 strategic priorities:

1. Ditches and Drainage

Although the ditches in Phase 1 (**Appendix 1**) were completed according to specifications, significant safety concerns exist due to the ditches in Phase 2 (**Appendix 2**) and Phase 3 (**Appendix 3**) not being completed according to the [Subdivision Agreement](#).

- Ditches remain roughed-in, regardless of the allotted budget of \$31,740 for topsoil and seeding in the ditches, as per the Subdivision Agreement (**Appendix 1-3**)
- Ditches in Phase 2 and Phase 3 were never finished to spec by Cornwall Sand & Gravel which requires a minimum 0.70m depth and maximum 1.00m depth (as measured from the crown of the road) with minimum 3:1 slopes and a minimum grade of 0.5% with subsurface drains of minimum 0.10m diameter (**Appendix 4-5**)
- As the ditches are steep and roughed-in, trees and shrubs have overgrown them
- Furthermore, homeowners are unable to maintain their unfinished ditches due to safety issues presented by the steep grade, large stone aggregate and overgrowth
- As there are no pathways, sidewalks or bike lanes in the subdivision, pedestrians must share the busy roads with motorists and construction traffic
- Safety issues have become compounded as sightlines have been compromised at all bends in the road, intersections and driveways, due to overgrowth in the ditches
 - Motorists cannot see pedestrians (including children)
 - Pedestrians (including children) cannot see motorists
- These hazards starkly contrast with injury prevention paradigms from the [Safer Roads Ottawa Program](#) which aims to reduce injuries and fatalities through employing culture change, community engagement and safer environments

2. Connection Roads

Country Hill Estates Community Association has been successful at getting the connection road finished between Iveson Drive and Adam Baker Way as well as additional street lighting installed for added safety.

However, the City of Ottawa has been unable to compel Cornwall Sand & Gravel to complete the build-out from Iveson Drive to John Quinn Road according to the prescribed timelines in the [Subdivision Agreement](#) such that 8 lots are always available for sale within 6-12 months of closing of any existing lots (**Appendix 6**).

That being said, the City of Ottawa did update all mapping companies to remove the incomplete connecting road from their databases. Emergency services maps and Google maps have been updated to indicate that Iveson Drive does not connect to John Quinn.

3. Community Park and Pathways

The Country Hill Estates Board of Directors has been advised by Councillor Darouze that if City of Ottawa staff can compel Cornwall Sand & Gravel (Cartwave Realty Ltd) to complete the build-out from Iveson Drive to John Quinn Road, this will better enable the developer to begin constructing the 9-acre community park planned for the north-east corner of this intersection.

Schedule C in the Subdivision Agreement (**Appendix 1-3**) indicates the estimated costs to develop pathways and parks at \$121,760 (in 1995 dollars).

Phase 1 - \$15,280

Phase 2 - \$57,680

Phase 3 - \$48,800

Regarding the development of pathways, the City of Ottawa has also advised our community that pathways are no longer an option that can be pursued due to legal concerns. As such, the City has advised the developer not to build pathways.

The City of Ottawa may have absolved the developer (Cartwave Realty Ltd) of the responsibility of building pathways, but most homeowners have not. The homeowners who bought under those original terms have not relinquished their right to release the City of Ottawa and/or Cartwave Realty Ltd from any obligation to develop pathways in their purchase agreement nor have these homeowners released the developer from compensating us for the loss. It is therefore the responsibility of the City of Ottawa to find some appropriate means of bringing these issues to conclusion with the affected homeowners.

Moving Forward

It is important that your Association continues to meet with the City of Ottawa and Councillor Darouze to push Cornwall Sand & Gravel (Cartwave Realty Ltd) to finish our community according to the Subdivision Agreement and Contracts.

Your Country Hill Estates Association Board of Directors will be directing the City of Ottawa to investigate why Cornwall Sand & Gravel (Cartwave Realty Ltd) is not prosecuting the work required in connection with the Subdivision Agreement within the specified time, improperly performing the work, at times abandoning the work, unreasonably delaying the work, carelessly executing the work, or in bad faith is failing to perform such work that is required to complete our subdivision. (**Appendix 7**)

We need Cornwall Sand & Gravel (Cartwave Realty Ltd) and the City of Ottawa to comply with our Subdivision Agreement. To help us in our volunteer efforts on behalf of our community, we would appreciate hearing from you and we need you to support pursuit of these issues. This will greatly assist in our work.

Without question, the more vocal and aligned we are as a community, the more likely it is that we will be heard and that these very important issues will be resolved.

Signed,

**Country Hill Estates Association
Board of Directors**

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References

1. Corporation of the Township of Osgoode and Warren Paving and Materials Group Ltd. (1994, Nov 16). Dibblee Subdivision. *Registered Subdivision Agreement*. Web: <https://www.dropbox.com/s/m1qwvx1v1rl3lnc/1994-11-16%20-%20Osgoode%20-%20Warren%20Paving%20Contract%20-%20MASTER.pdf?dl=0>
2. Corporation of the Township of Osgoode and Cartwave Realty. (1997, Apr 15). Country Hill Estates Application to Register Notice of Agreement, Section 71, Land Titles Act. Web: <https://www.dropbox.com/s/qy0tko3pv91j4sz/1997-04-15%20-%20Cartwave%20-%20Osgoode%20Contract.pdf?dl=0>

SCHEDULE "C"
ESTIMATED COST OF THE WORKS

1. Phase 1 - The estimated cost of the works is \$605,770 broken down as follows:

A. Roadways - On-Site		
1. Grading Work		\$ 126,280
2. Granular "A"		64,180
3. Granular "B"		132,000
4. Culverts		20,000
5. Topsoil and Seeding		12,930
6. Hot Mix HL-3		66,350
7. Hot Mix HL-8		<u>66,350</u>
	Subtotal	\$ 488,090
B. Storm Drainage (Exclusive of Roadside Ditches)		
1. Off-Take Ditches		\$ 12,825
2. Provision for Swales		2,550
3. Stanley Drain		<u>24,025</u>
	Subtotal	\$ 39,400
C. Streetlighting		\$ 3,000
D. Park Development and Recreational Paths		\$ 15,280
E. Utilities		<u>\$ 60,000</u>
	Total Estimated Cost	\$ 605,770

Estimates are Based on 1995 Dollars.

SCHEDULE "C"
ESTIMATED COST OF THE WORKS
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2.	Phase 2 - The estimated cost of the works is \$794,470 broken down as follows:	
A.	Roadways - On-Site	
1.	Grading Work	\$ 188,940
2.	Granular "A"	78,220
3.	Granular "B"	160,720
4.	Culverts	40,000
5.	Topsoil and Seeding	16,500
6.	Hot Mix HL-3	80,680
7.	Hot Mix HL-8	<u>80,680</u>
	Subtotal	\$ 645,740
B.	Storm Drainage (Exclusive of Roadside Ditches)	
1.	Off-Take Ditches	\$ 20,175
2.	Provision for Swales	<u>16,875</u>
	Subtotal	\$ 37,050
C.	Streetlighting	\$ 1,500
D.	Park Development and Recreational Paths	\$ 57,680
E.	Utilities	<u>\$ 52,500</u>
	Total Estimated Cost	\$ 794,470

Estimates are Based on 1995 Dollars.

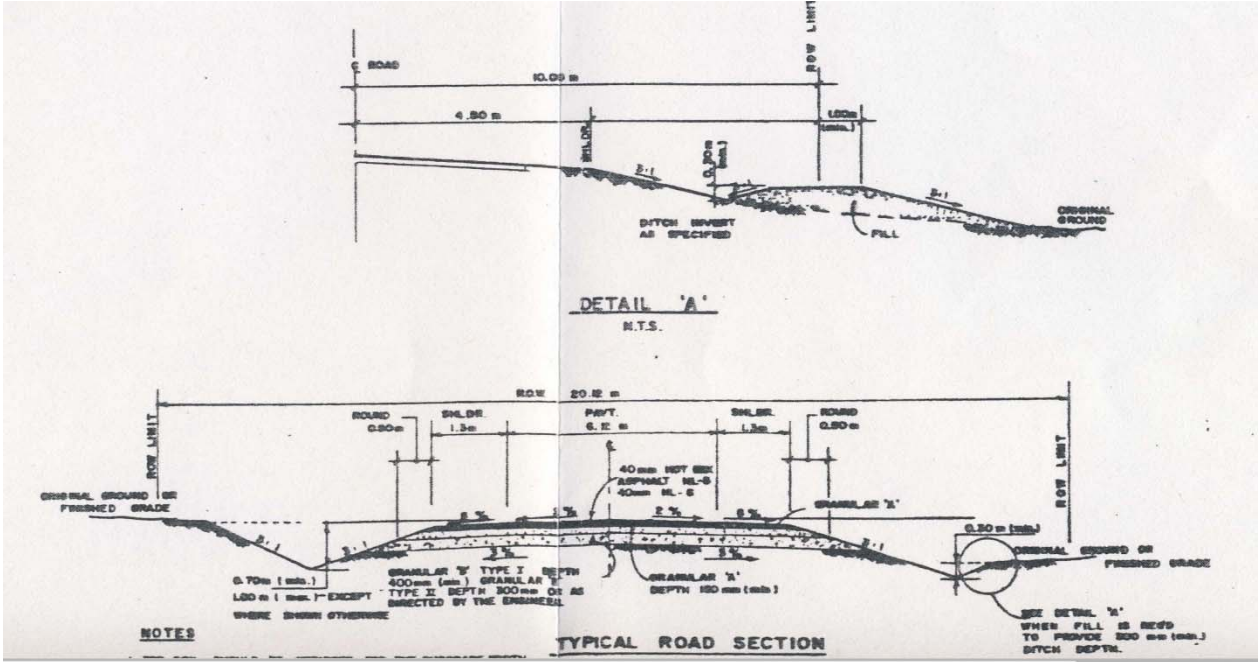
SCHEDULE "C"
ESTIMATED COST OF THE WORKS
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3. **Phase 3 - The estimated cost of the works is \$611,585 broken down as follows:**

A. Roadways - On-Site	
1. Grading Work	\$ 231,400
2. Granular "A"	40,480
3. Granular "B"	88,320
4. Culverts	20,000
5. Topsoil and Seeding	2,040
6. Hot Mix HL-3	56,210
7. Hot Mix HL-8	<u>56,210</u>
Subtotal	\$ 494,660
B. Storm Drainage (Exclusive of Roadside Ditches)	
1. Off-Take Ditches	\$ 4,125
2. Provision for Swales	<u>7,000</u>
Subtotal	\$ 11,125
C. Streetlighting	\$ 2,500
D. Park Development and Recreational Paths	\$ 48,800
E. Utilities	\$ 52,500
F. Landscaping (Tree Buffer)	<u>\$ 2,000</u>
Total Estimated Cost	\$ 611,585

Estimates are Based on 1995 Dollars.

Appendix 4



SCHEDULE "I" (cont'd)

I-2

(b) All hot-mix asphalt and application methods to be in accordance with the requirements of the Ontario Provincial Standard Specifications. All "Residential Roads" shall be surfaced with a 40 millimetre lift of HL-6 binder course and a 40 millimetre lift of HL-3 surface course, both lifts to be a width of 6.12 metres. All "Collector Roads" shall be surfaced with a 40 millimetre lift of HL-6 binder coarse and a 40 millimetre lift of HL-3 surface coarse, both lifts to be a width of 7.5 metres.

(c) The surface asphalt course of HL-3 shall be laid, after completion of all servicing on the roadway, and before final acceptance of the roadway by the Township.

6. Seeding and Mulching

All areas between street lines which are not pavement, concrete or gravel are to be seeded. Preparation for seeding shall include the placing of 80 millimetres layer of soil over all areas to be seeded. Hydraulic seeding and mulching shall be in accordance with Ontario Provincial Standard Specifications.

7. Drainage and Culverts

Roads shall be drained by means of open roadway ditches having a minimum depth of 700 millimetres and a maximum depth of 1,000 millimetres (as measured from the crown of the road) with a minimum 3:1 slopes. The minimum grade on ditches shall be 0.5% unless approved otherwise by the Township Engineer. Lateral culverts shall be a minimum 500 millimetres diameter corrugated steel pipe and sufficient in length to provide a 3:1 slope from the edge of the shoulder to elevation of the ditch. Larger lateral culverts to be provided if required by the Engineer's design.

All entrance culverts shall be minimum 450 millimetres diameter corrugated steel pipe 9 metres in length.

8. Subdrains

(a) Subsurface drainage shall be provided below all roadside ditches and shall consist of minimum 100mm diameter corrugated perforated heavy duty plastic tubing with filter cloth covering; "Big O" or approved equal. The top of the pipe shall be placed 300mm minimum below the ditch bottom elevation and shall be backfilled with 19mm clear stone except for 80mm topsoil in the ditch bottom. Where runs of pipe exceed 1,000 metres the size shall be increased to 150mm in diameter.

In areas where steep grades are available in excess of two percent or where very pervious native soil exist without a high watertable, the Township Engineer may approve roadside ditches without subdrains.

(b) Subdrains - Estate Lot Subdivision
Subsurface drainage in accordance with the specifications for "Subdrains Residential" shall be provided in areas susceptible to poor drainage when directed by the Township Engineer.

9. Private Entrances

Culverts shall be depressed 10% of the diameter of the pipe below the ditch grade established. Culverts shall be backfilled with 80 mm crushed rock (Granular "B"). The entrance surface shall be finished with 100 mm minimum depth of Granular "A" (20 mm crushed rock).

Where the Owner wishes to install headwalls the top elevation shall not exceed the height of road should: 51 of 110 metres from edge of pavement.

Appendix 6

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8. TIMING

- a. Cartwave covenants and agrees that it shall carry out the Works required for Phase 1 as described in the Township Subdivision Agreement such that within six (6) months from the date the within Agreement has been signed by Cartwave, Cartwave shall have at least eight (8) Lots serviced and available for sale.
- b. Cartwave further covenants and agrees that upon the closing of sales of Lots, Cartwave shall proceed forthwith with the necessary Works such that within six (6) to twelve (12) months of any such closing Cartwave shall again have at least eight (8) Lots serviced and available for sale.
- c. Cartwave further covenants and agrees that upon the closing of a total of thirty-six (36) Lots within Phase 1 and subject to the provisions of paragraph 15a hereof Cartwave shall proceed to satisfy all requirements to proceed with the development of Phase 2 so as to create and maintain as a minimum an inventory of eight (8) Lots serviced and available in Phase 2 within six (6) to twelve (12) months of the Closing of a total of thirty-six (36) Lots within Phase 1. This development schedule shall also apply when proceeding from Phase 2 to Phase 3.
- d. Without limiting the foregoing and subject only to the termination provisions of paragraph 15a hereof, Cartwave hereby undertakes that throughout the term of the within Agreement Cartwave shall maintain an inventory of not less than eight (8) Lots fully serviced and available for sale and shall market such Lots with the express intention of completing all Works and Closing all Lots as soon as practicable having regard to market conditions.

Appendix 7

PROSECUTION OF WORK

5.00 If, in the opinion of the Township Engineer, the Owner is not prosecuting or causing to be prosecuted the work required in connection with this agreement within the specified time, or so that it may be completed within the specified

time, or is improperly performing the work, or should the Owner neglect or abandon any of the work before its completion, or unreasonably delay the same so that the conditions of this agreement are being violated, or carelessly executed or in bad faith, or should the Owner neglect or fail to renew or again perform such work as may be rejected by the Township Engineer as being or having become defective or unsuitable or should the Owner fail to carry out any maintenance required under this Agreement, or should the Owner in any manner, in the opinion of the Township Engineer, make default in the performance of any of the terms of this agreement, then in any such case the Township Engineer shall promptly notify the Owner and its surety, if any, in writing, of such default, failure, delay or neglect and if such notifications be without effect for seven clear days after such notice, then in that case the Township Engineer shall thereupon have full authority and power immediately to purchase such materials, tools, machinery and to employ such workmen as in his opinion shall be required for the proper completion of the said work at the cost and expense of the Owner or its surety or both. In cases of emergency in the opinion of the Township Engineer or Township Council such work may be done without notice. The cost of such work shall be calculated by the Township Engineer whose decision shall be final. It is understood and agreed that such costs shall include a management fee of twenty percent (20%) of the labour and material value, and further, a fee of thirty percent (30%) of the value for the dislocation and inconvenience caused to the Township as a result of such default, failure, delay or neglect on the part of the Owner. It being hereby declared and agreed that the assumption by the Owner of the obligations set out in this clause is a consideration without which the Township would not have executed this Agreement.