

I am Bernice Thibedeau and I live at [REDACTED] Cobourg's East Village Phase II.

Good evening Mayor Brocanier, members of Council, the media and the public. I appreciate the opportunity to address you this evening on behalf of the residents of Cobourg's East Village Phase 2. We are requesting your urgent assistance to ensure that we have paved roads, curbs and driveways completed in our subdivision by the end of this year's construction season.

First, a little background about our situation:

The Subdivision Agreement between the Town of Cobourg and the developer, Cobourg BGS Inc., requires that:

*"The Owner shall, within two (2 ) years of the commencement of construction of each subsequent phase, the date of which is as specified and approved in writing by the Municipal Engineer, complete the construction and installation of all of the Works for each applicable Phase as outlined in Schedules "F2" and "F3"."*

That is, the sidewalks, curbs, and roads must be installed in East Village Phase 2 within a 2 year period from on or about February 15, 2015. Driveways cannot be completed by the builder, Stalwood Homes, until the roads, curbs and sidewalks are completed. Nothing has been done in this regard by Cobourg BGS Inc. and this work is currently six months overdue.

Since December 2016, members of our community have met with the Cobourg Planning Department, Cobourg Public Works Department, Councillor Rowden and Mayor Brocanier to ask for help with getting this work completed in accordance with the Subdivision Agreement. We have had no success; nothing has changed.

Section 40 of the Subdivision Agreement provides that:

*"Once any building within the Subdivision Lands is occupied, the Owner agrees that it shall maintain all roads within the applicable Phase of the Subdivision Lands all at the expense of the Owner until a Certificate of Assumption is issued for the applicable Phase. Without limiting the generality of the foregoing, the Owner shall provide dust control, remove mud, sweep, snow-plow and/or sand all roads within the Subdivision Lands on an as required basis as determined by the Municipal Engineer in his sole and absolute discretion."*

By not completing the curbs, sidewalks and roads, the dust is not under control as required by the Subdivision Agreement and weeds have over taken where we should have the curbs and sidewalks. The roads have numerous potholes and after a day of rain we have mud and pools of standing water. Without paved driveways it will be more difficult for the residents to clear the snow. Without sidewalks it is more dangerous for young children. Lack of sidewalks is also a mobility issue with regards to the independence of residents who must

use walkers and wheelchairs. There is little consideration for the residents and the look adversely affects the neighbourhood.

The special seasonal warranty items under the Tarion Warranty outlines specific time lines for the installation of driveways. Unfortunately, the builder cannot complete this work because the curbs and sidewalks are not in place causing the builder to be in default of this warranty.

I have recently visited with many of the other owners in our community and more than 40 of them have signed a petition requesting help in this matter. I will provide copies of the signed petition to the Clerk after my presentation.

The Subdivision Agreement between The Corporation of the Town of Cobourg and Cobourg BGS Inc. and signed on December 23, 2011 for Plan 39M, appears to provide ample provisions for the Town of Cobourg to ensure that roads, curbs and sidewalks are completed in a timely manner. Excerpts from this agreement are provided following and a scanned copy of the agreement forms the Appendix to this delegation. Specifically Section 29(i) of the Subdivision Agreement provides that

*"If in the opinion of the Municipal Engineer, the Owner is not proceeding with or causing to be proceeded with the work required by this Agreement within the time limits specified in the Agreement ... the Municipality shall have full authority and power to ... purchase, lease, or otherwise acquire such materials, tools and machinery and to employ such workman as in the opinion of the Municipal Engineer shall be required for the proper completion of such work ... without limitation ... all at the cost and expense of the Owner."*

(Note that the "Owner" in this excerpt is the developer, Cobourg BGS Inc., and not the owner of the residences.)

In addition, Section 38 of the Subdivision Agreement provides that:

*"The Owner hereby acknowledges and agrees that neither the Performance Guarantee, Maintenance Guarantee, individual lot grading deposit or any policy of insurance which the Owner is required to provide or maintain according to this Agreement shall in any way be deemed to limit the liability of the Owner."*

We have been unable to determine why the available remedies have not been invoked since it is more than six months after the contractual completion date. We respectfully request that Council direct Cobourg's Chief Administrative Officer to vigorously pursue all available legal remedies to ensure that the terms of the subdivision contract are met and that the outstanding work is completed prior to the end of the 2017 construction season.

We look forward to receiving your help in this matter and will be happy to answer your questions.