

STAGE 1B SITE ALTERATION (EARTHWORKS) AGREEMENT

THIS AGREEMENT made this day of , 2025

B E T W E E N:

THE CORPORATION OF THE TOWN OF ERIN
(the “**Town**”)

OF THE FIRST PART

- and –

2779181 ONTARIO INC. (“Coscorp”) (the “Developer”)

OF THE SECOND PART

WHEREAS 2779176 Ontario Inc (“Mattamy”) is the owner of the lands and premises municipally known as 5520 Eighth Line, Village of Erin and legally described in Appendix "A-1" attached hereto (hereinafter called the "Mattamy Lands") located in the Town of Erin;

AND WHEREAS Mattamy has submitted an application for Zoning By-law Amendment (Z22-07) and Draft Plan of Subdivision (23T-22003) (“**Mattamy Subdivision**”) approval pursuant to the Planning Act with respect to the Lands to facilitate the residential development of the Lands with a total of 192 residential units, a park and stormwater management facilities. These applications are still being processed and considered by the Town and the County of Wellington;

AND WHEREAS Coscorp warrants and represents that it is the owner of the lands and premises municipally known as 5552 Eighth Line, Village of Erin and legally described in Appendix "A-2" attached hereto (hereinafter called the "Coscorp Lands") located in the Town of Erin;

AND WHEREAS Coscorp has submitted an application for Zoning By-law Amendment (Z22-06) and Draft Plan of Subdivision (23T-22004) (“**Coscorp Subdivision**”) approval pursuant to the Planning Act with respect to the Lands to facilitate the residential development of the Lands with a total of 426 residential units, a park and stormwater management facilities. These applications are still being processed and considered by the Town and the County of Wellington;

AND WHEREAS the Developer obtained a Stage 1A Site Alteration Permit from the Town and entered into a corresponding Stage 1A Site Alteration Agreement dated February 29, 2024, to facilitate the clearing of vegetation and trees from the lands and to install required erosion and sediment control measures on the Mattamy Lands and the Coscorp Lands (together, the "**Lands**").

AND WHEREAS the Developer applied for a Site Alteration Permit (the "**Permit**") from the Town (the "**Application**") in order to undertake more extensive earthworks on the Lands including grading, re-grading, and cut and fill operations (the "**Works**").

AND WHEREAS the Works are required to be coordinated with certain grading, re-grading, and cut and fill operations that are to be undertaken on the property municipally known as 5525 Eight Line owned by EC (Erin) GP Inc. ("**Adjacent Lands**") given that the Developer is proposing that all excess fill generated by the Lands will be transported to and used as part of the redevelopment of the Adjacent Lands.

AND WHEREAS section 21 of By-law Number 16-30 (the "By-law") allows the Town to enter into an Agreement with the Developer.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants hereinafter contained the parties hereto hereby covenant and agree as follows:

1. The Term of this Agreement shall end on _____, 2026. The parties may agree to extend this Agreement on substantially the same terms and conditions for a further period. The parties agree that the By-law and this Agreement, including without limitation the tipping fee provided for in Section 32, shall not apply to Works undertaken on the Coscorp Lands in accordance with the Coscorp Subdivision provided that the Coscorp Subdivision has been approved by the County of Wellington and provided that the works are proceeding in accordance with an associated Subdivision Agreement entered into with the Town.
2. The definitions found in section 4 of the By-law shall apply to those defined terms contained in this Agreement.
3. The Developer shall retain the services of a Consulting Engineer ("**Developers Engineer**"), who must be approved by the Director of Infrastructure Services and Town Engineer ("**Town Engineer**") to act as the Developer's representative in all matters pertaining to the Works. The Developers Engineer shall be employed by the Developer to:
 - a. prepare and furnish all drawings, plans, specifications, reports as required

- by the Town Engineer, or pursuant to this Agreement, at any time and from time to time.
- b. obtain all approvals required from all other governmental authorities or agencies.
 - c. provide the field by contractor layout, the contract administration and Resident Supervision and inspection of the construction of the Works.
 - d. maintain all records of construction and upon completion, advise the Town Engineer of all construction changes and final measurements.
 - e. act as the Developer's representative in all matters pertaining to the construction of the Works.
 - f. carry out contract administration whenever a contractor is undertaking work on the Works.
 - g. the environmental requirements of Section 21 of the By-law; and
 - h. perform such additional functions and services as may be required pursuant to the Permit and this Agreement.
4. The Town Engineer hereby approves David Schaeffer Engineering Ltd (DSEL), as the Developers Engineer
 5. The Developer shall additionally retain the services of a qualified person ("QP"). The QP must be approved by the Town Engineer and any change in the QP must also be approved by the Town Engineer. The QP shall be responsible for ensuring that the site alteration proceeds in accordance with,
 - a. sound environmental practices;
 - b. the plans submitted with the Application, including the fill quality control procedures and the site monitoring plan, which form part of the report of the QP;
 - c. the environmental requirements of Section 21 of the By-law; and
 - d. the Permit.
 6. The Town Engineer hereby approves Pinchin Ltd. as the QP.
 7. The Developer shall not replace either the Developers Engineer or QP except with another engineering firm approved by the Town which approval shall not be arbitrarily or unreasonably withheld. In the event either the Developers Engineer or QP fails to provide services in accordance with the contract with the Developer as herein provided, or in accordance with the terms of this Agreement, or should the Developers Engineer or QP withdraw his services for the Developer and a replacement acceptable to the Town is not engaged in accordance with the terms of this Agreement within an appropriate amount of time as determined by the Town, acting reasonably, such failure or withdrawal shall be deemed to be a default pursuant to this Agreement.

8. The Developer shall ensure the Works shall be constructed in accordance with the Engineering Drawings and Reports approved by the Town Engineer. The Engineering Drawings and Reports referred to in Appendix “B” and any other Engineering Drawings and Reports approved by the Town Engineer, may be amended from time to time, provided such amendments are made on or noted on the approved copies, and such amendments shall not be in effect unless approved by the Town Engineer.
9. The Developer acknowledges and agrees that completion of the Works as contemplated under this agreement depends on the Adjacent Lands being available to accept any excess soils that are generated by the Works undertaken on the Lands pursuant to this Agreement and in accordance with the Engineering Drawings and Reports referred to in Appendix “B”. Should the Adjacent Lands not be able to accept the excess soils generated through the Works to in a manner that is acceptable to the Town for whatever reason, including lack of required approvals to proceed or lack of ability or willingness to proceed with development of the Adjacent Lands in a manner that will appropriately accommodate any excess soils, then the Developer agrees that the Works shall not be permitted to proceed unless and until appropriate amendments are made to this Agreement including section 32, 33, and Appendix “B”, all to the satisfaction of the Town Engineer. The Developer acknowledges that additional reports and studies may be required in the event that the Works cannot be appropriately coordinated with the development of the Adjacent Lands, including, but not limited to an Updated Traffic Management Plan.
10. The Developer shall at all times comply with such legislation, regulations, rules and requirements as may be applicable.
11. All work on the Lands will be performed only during the permitted hours prescribed for Construction Related activities in Schedule “1” to the Town’s Noise Control By-law No. 6001-24 (Indexed as By-law Number 24-20. In particular, the permitted work hours shall be from 07:00 to 21:00.
12. All fill deposited at the Lands shall meet the soil standards for a residential, parkland, or institutional property use set out in Table 2 of the Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the *Environmental Protection Act*, dated 2021 and shall be managed, tracked, and disposed of in accordance with the requirements of O. Reg. 406/19: On-site and Excess Soil Management, including the proper documentation, transportation, and disposal protocols for excess soil.
13. The Developer shall convene a Site meeting prior to commencement of construction

to be attended by the Developer's Engineer, QP, Town Engineer, and such parties or individuals as determined by the Town Engineer including all contractors to be employed on the Lands to undertake the Works, the to review the schedules of construction prepared by the Developer, the methods of construction and the specifications. The Developer ensures that adequate facilities are available on the Site to accommodate these meetings, to the satisfaction of the Town Engineer.

14. The Developer shall convene regular meetings on a schedule determined by the Town Engineer to be attended by the Developers Engineer, QP, Town Staff, and such parties or individuals as determined by the Town Staff and/or the Town Engineer including all contractors undertaking the Works on the Lands, to review the schedules of construction prepared by the Developer, the methods of construction and the Works undertaken to date, any remedial measures required, and any other matter or thing that the Town Engineer considers appropriate.
15. The Developer shall permit the Town Engineer or their agents to enter and attend at the site for the purposes of inspections at any reasonable time. In the course of any such inspection, the Town Engineer or its agents may carry out any activity necessary to determine compliance with this Agreement and the requirements of the By-law, including but not limited to:
 - a. Soil and groundwater sampling and testing, provided that the QP is afforded the opportunity to obtain split samples.
 - b. Reviewing and making copies of on-site records.
 - c. Inspection of equipment and vehicles on site.
 - d. Taking of photographs or video.
 - e. Such further and other activities as may reasonably be necessary to determine compliance with the By-law or the requirements of this Agreement or any applicable laws, provided that such activities do not pose an unreasonable interference in the regular business activities of the Developers.
16. The Town may carry out inspections without notice as permitted by law under the *Municipal Act, 2001* or a Town by-law.
17. Prior to carrying out any Works and during the completion of the Works on the Lands, the Developer shall install such erosion and sediment control facilities as are required by the erosion and sediment control plan, drawings and reports listed and/or attached in Appendix "B" and as are required by the Town and the Credit Valley Conservation Authority.

18. During the grading of the Lands the Developer shall:
- a. Install such facilities or take such steps as are required by the Town and/or the Credit Valley Conservation to control erosion, sedimentation and siltation on the Lands and/or on any adjacent lands;
 - b. Maintain all erosion and sediment control facilities including any affected downstream facilities in good condition and in a manner satisfactory to the Town and the Credit Valley Conservation;
 - c. Have all erosion and sediment control facilities inspected by the Town Engineer as identified in plans and drawings listed in Appendix "B"; and
 - d. Have their Engineers inspect the site on a weekly basis and immediately following significant storm events and provide written confirmation, via email, to the Town Engineer, confirming that the erosion and sediment control measures and associated facilities are in condition and working as intended. Further if the Developers Engineer finds any deficiencies with the erosion and sediment control measures, the Developers Contractor is be immediately advised, in writing and copied to the Town, to make the necessary repairs.
 - e. Not remove and shall not cause or permit any erosion or sediment control facilities to be removed without the approval of the Town and the Credit Valley Conservation.
19. Prior to carrying out any of the Works, the Developer shall:
- a. Have a vegetation inventory assessment report and tree preservation plan prepared by a certified arborist or registered professional forester (the "**Tree Preservation Professional**"), shall submit such report to the Town and the Credit Valley Conservation Authority, and shall receive the approval of the Town and the Credit Valley Conservation for the report and plan.
 - b. Install such tree preservation facilities as are recommended by the tree preservation plan and as are required by the Town and the Credit Valley Conservation.
 - c. Install protective fencing in accordance with the approved drawings, plans and reports and grant permission to the Town and its agents, contractors and employees to enter upon the Lands, prior to commencing any work, to confirm that the fencing has been installed to the Town's satisfaction; and
 - d. Where trees are on land not owned by the Developer, then tree protection measurers shall be installed at the limit of the drip line of the tree, to a minimum of 3m from the stem if grading works require it – as determined by the assigned Tree Preservation Professional.

20. While carrying out the Works, the Developer shall keep the roads, boulevards, and sidewalks adjacent to the Lands in a clean condition and free from earth and construction material, supplies and equipment, and the Developer shall take such steps as are required by the Town and the County of Wellington, if applicable, to keep such roads, boulevards and sidewalks clean and free of earth and construction material, supplies and equipment.
21. While carrying out the Works, the Developer shall take such steps, including such steps as are required by the Town and the County of Wellington, if applicable, to prevent the tracking of earth and other material onto the roads adjacent to the Lands.
22. The Developer shall be responsible for and shall immediately repair any damage to any public road, including but not limited to pavement, sidewalks, curbs, boulevards and anything located thereon, which occurs as a result of the Works or as a result of construction traffic travelling to or from the Lands, all to the satisfaction of the Town and the County of Wellington, if applicable.
23. The Developer shall provide and maintain all siltation and erosion control facilities to ensure that stormwater flows and sediment wash-off are controlled to the extent that downstream lands and waterways are protected from nuisance and/or damage, during and after construction to the satisfaction of the Town and applicable agencies.
24. If complaints are received by the Town regarding the downstream lands and waterways being impacted by the stormwater flows and/or sediment wash-off from the Lands, the Developers Engineer will be requested to investigate the complaint and submit a detailed report to the Town Engineer within 48 hours of the complaint.
25. If the Developers Engineer determines during any of the site inspections that the siltation and erosion control measures have failed, they shall immediately notify the Town Engineer and the Developers. Further the Developers shall have their contractor take immediate action to rectify/repair the siltation and erosion control measures and the rectification/repair work must be completed within 72 hours of the Developers Engineer's site inspection.
26. The Developer shall direct their Engineer to report in writing monthly to the Town Engineer during the Term of this Agreement, within 7 days of the end of each month, to verify that the Works was monitored and that it proceeded in accordance with the By-law, the Permit and this Agreement in the preceding month. The report will include, but not be limited to, the following information:
 - a. A list of all of the sources for fill sent to the site during the month including

- the owner and municipal address for the site.
- b. The total volume of fill received at the site from the Adjacent Lands, for the month.
 - c. The total volume of fill exported from the site to the Adjacent Lands, for the month.
 - d. The total volume of fill exported or imported, that did not originate from or end up in, the Adjacent Lands for the month.
 - e. A list of all complaints received including a brief description of the complaint, contact information of the complainant, the time and date the complaint was received and the full name of the person who received the complaint.
 - f. The results of any testing conducting in connection with the fill operation including soil and groundwater testing on and off site.
 - g. A list of any incidents involving a breaches of this Agreement, the By-law or Permit including the date, time, brief description and the persons involved.
27. In the event of a serious single breach or a number of breaches of any nature of this Agreement, the By-law, or Permit more frequent reporting by the Developer may be required by the Town.
28. The Developer shall avoid contaminating the natural environment and abide by all applicable environmental laws and regulations.
29. The Developer shall respond in writing within one (1) week of receiving from the Town a notice concerning, (a) a breach of this Agreement, the By- law or any of the terms or conditions of the permit issued under the By- law; or (b) a complaint from an affected landowner alleging impacts from the filling operation at the Lands. If the Developers response to the notice does not satisfy the Town, then representatives of the Developers and the Town will meet within fourteen (14) days and make all reasonable efforts to resolve the dispute. If a resolution is not reached at that meeting, representatives of the Developer and the Town will meet again within seven (7) days to make another attempt to resolve the dispute. If a resolution is not reached at the second meeting, the Developer and the Town will jointly retain a mediator to assist in reaching a resolution. The costs of the mediator will be shared equally by the parties. In the event that a mediated resolution cannot be achieved, the dispute shall be referred to arbitration in accordance with the *Arbitration Act* (Ontario).
30. Nothing in this Agreement shall be construed to prevent:
- a. the Town or the Developer from applying to the Court for an Order for injunctive or other relief.

- b. the Town from acting under the provisions of the by-law or the *Municipal Act*.
- 31. The Developer agrees to reimburse the Town for all its reasonable legal, engineering, and other consultant costs incurred in preparing this Agreement, registering the Agreement on title to the Lands, and in carrying out any of the provisions hereof.
- 32. The Developer shall provide the Town with payments equal to \$2.00 for every cubic meter of fill exported from or imported to the Lands that does not originate from or is not exported to the Adjacent Lands ("Net Fill") payable as follows:
 - a. On a quarterly basis the amount of Net Fill will be assessed using the monthly reports required in section 26 and the Total amounts payable to date will be reconciled within 30 days between the Town and the Developers.
- 33. The Developer will provide the Town with security, as set out in Appendix "C," (the "Security") in an amount equal to the greater of \$250,000 or 10% of the Total Estimated Cost of the Works, which the Town may use to remedy any breach of this Agreement. The Security may be provided in the form of cash, an irrevocable letter of credit or a bond in a form acceptable to the Town. Provided that the Town has confirmed that no drawings on the Security are required, the Town will return the Security to the Developers within thirty (30) days of the date that the Works have been certified by the Developers Engineer that the Works are complete and that the Lands are fully stabilized and this has been accepted by the Town Engineer. The Town agrees that the Security shall also be returned to the Developer in the event that both the Mattamy Subdivision and Coscorp Subdivision are each approved and the Works can continue and are appropriately secured pursuant to subdivision agreements entered into by each of the Developers with respect to those approvals.
- 34. The Developer shall carry out the stripping, grading and all work related thereto on the Lands as required and shown on the plans, drawings and reports listed in Appendix "B" attached to this Agreement only (the "Works"), in accordance with the Town's Engineering Design Standards and good engineering practices, all to the satisfaction of the Town Engineer.
- 35. The Developers Engineer shall supervise the Works.
- 36. The Developer shall not carry out the Works or permit anyone to carry out the Works on any lands that are outside the limits of the Lands without the Developers providing the Town with prior written authorization, between the Developers and the affected

landowner(s).

37. The Developer shall not carry out the Works, or cause or permit anyone to carry out the Works within any and all municipal rights of way ("Rights of Way").
38. Other than allowing construction equipment or vehicles to cross the Eighth Line from the Lands to the Adjacent Lands, in accordance with the Traffic Control Drawings, the Developer shall not allow any construction equipment or vehicles outside the limits of the Lands without providing the Town with written details including authorizations between the Developers and the affected landowner(s), and receiving approval for such deviations.
39. The Developer shall not carry out the Works, or cause or permit anyone to carry out the Works within areas regulated by Credit Valley Conservation without authorization or permit from the Credit Valley Conservation.
40. If, after the Works have been completed, the Developer does not immediately commence the servicing or development of the Lands or some part thereof in accordance with an executed servicing agreement or subdivision agreement, the Developers shall, within seven (7) days of notice from the Town, stabilize the Lands or such part thereof by placing at least ten (10) centimetres of topsoil thereon, hydroseeding the Lands or such part thereof and installing signs thereon to prevent dumping and trespassing, all in accordance with the requirements and to the satisfaction of the Town.
41. The Developer shall carry out the Works expeditiously and continuously. If the Developers fails to complete the Works or to complete any of the other requirements of this Agreement within twenty four (24) months from the date of execution of this Agreement, this Agreement shall be deemed to be terminated and the Town shall be entitled to take such steps as it considers necessary to rectify any deficiency, or to return the Lands to a stable, safe and tidy condition, and the cost incurred by the Town to do so may be recovered from the Grading Security as defined herein.
42. The Developer hereby indemnifies and holds the Town harmless for any liability, costs, damages or losses caused directly or indirectly by the issuance of the Permit.
43. Prior to the commencement of any Works permitted pursuant to the Permit and this Agreement on the Lands, the Developer shall obtain and maintain commercial general liability insurance, and continue to maintain such insurance (until insurance is posted pursuant to an executed Subdivision Agreement) against all damages or claims for damage, with an insurance company licensed to do business in Ontario

with a financial strength rating of at least AM Best A-. Such policy or policies shall include the Town as an additional insured and a certificate of insurance shall be delivered to the Town and be in full force and effect until a policy is provided pursuant to an executed Subdivision Agreement by the Town of such activities pursuant to an executed Subdivision Agreement. Such certificate of insurance shall provide:

- a. that the minimum limits shall be not less than \$5,000,000.00 for any single occurrence;
- b. that it includes a cross-liability and completed operations coverage;
- c. that it shall not contain an exclusion for blasting, shoring, underpinning raising or demolition of any building or structure, collapse of any structure or subsidence of any structure or land from any cause;
- d. that the insurance premium has been prepaid for a period of not less than one year; and
- e. that the Developer shall provide at least thirty (30) days' notice to the Town prior to cancelling the policy.

Where a subcontractor is retained for work where Professional Liability coverage is a contract requirement, the Developer must ensure that the Professional Liability insurance is in an amount not less than two million dollars (\$2,000,000) per claim.

44. The Developer hereby agrees to defend, indemnify and save the Town and their agents completely harmless with respect to any alleged or actual claims, demands, costs, actions, causes of action, suits, proceedings, debts, damages or costs whatsoever, at law or in equity, suffered or incurred by the Town, whether directly or indirectly, as a result of this Agreement, the Lands, any site alteration activities undertaken pursuant to the Permit and/or this Agreement, or as a result of any other matter or thing in connection therewith or pertaining thereto, including any default by the Developers pursuant to the terms of this Agreement, or by reason of any negligence or wrongful act of the Developer, its servants, contractors, agent or representatives, and without limiting the generality of the foregoing, such indemnification shall extend to the following:

- a. all reasonable engineering fees, disbursements and related expenses of the Town Engineer as a result of his services required to be performed for the Town in connection with this Agreement, the Lands, or any other matter or thing in connection herewith or pertaining thereto.
- b. all reasonable legal fees and disbursements as a result of legal services rendered to the Town in connection with this Agreement, the Lands, the site alteration activities undertaken on the Lands pursuant to the Permit and/or this Agreement, or any other matter or thing in connection herewith or

pertaining thereto.

- c. any costs and damages suffered by third parties as a result of the negligence of the Developers or the default of the Developers pursuant to the terms of this Agreement or the contravention of any laws, notwithstanding the fact that such third parties have not claimed or are not entitled to claim against the Town for such damages or costs.
 - d. the reasonable cost of the employment of all persons, firms and corporations in connection with this Agreement or referred to herein; and
 - e. any costs arising directly or indirectly as a result of the Developers entering into this Agreement and undertaking any of the work contemplated hereunder without having first become the registered owner of the Lands.
 - f. The Developer shall pay promptly any and all accounts rendered by the Town to the Developers pursuant to any provision of this Agreement, and all accounts shall be due and payable upon the date that the same are rendered. Failure to pay such accounts within fifteen (15) days from the date thereof shall result in interest being added thereto at the rate of one and a half (1.5%) percent per month until payment in full has been received. The Town shall be entitled to draw down on the security posted in accordance with section 33 in the event that payment is not provided within thirty (30) days of being rendered to the Developers.
45. The parties acknowledge and agree that this Agreement shall be binding upon and shall enure to the benefit of the parties hereto, and each of their respective representatives, successors, heirs and assigns. This Agreement shall be registered on title to the Lands at the sole cost and expense of the Developer.
46. This Agreement may not be assigned by the Developer without the express written consent of the Town, such consent to be at the sole discretion of the Town.
47. Where notice is required under this Agreement it may be personally delivered, e-mailed, or sent via mail and shall be addressed as follows:

Town at:

Town of Erin
5684 Trafalgar Road
Hillsburgh, Ontario
N0B 1Z0

Attention: Brian Kavanagh, Director of Infrastructure Services & Town Engineer

Email: brian.kavanagh@erin.ca

Coscorp at:

Coscorp Inc.
6625 Kitimat Road, Suite 58
Mississauga, Ontario
L5N 6J1

Attention: Tom Baskerville, Vice President Development
Email: tbaskerville@coscorp.ca

Notice personally delivered is effective on the date it is delivered, notice sent via email is effective on the date it is acknowledged as received by reply email from the recipient, notice sent by mail is effective 5 days after mailing.

IN WITNESS THEREOF the Corporation has caused its Corporate Seal to be affixed as attested to by the hands of its proper Officers in that behalf and the Developers has hereunto set his hand and seal.

SIGNED,
SEALED AND
DELIVERED

**THE CORPORATION OF THE TOWN OF
ERIN**

Per: _____
Michael Dehn, Mayor

Per: _____
Nina Lecic, Clerk

2779181 ONTARIO INC.

Date:

Name:

Title:

I have authority to bind the Corporation.

Appendix “A-1”

Legal Description of the Mattamy Lands

FIRSTLY: PART LOT 16, CONCESSION 8 ERIN AS IN RO732357, SAVE & EXCEPT PART 1, PLAN 61R21410; SECONDLY: PART LOT 16, CONCESSION 8 ERIN, PART 1, PLAN 61R21372 TOWN OF ERIN (PIN: 71150-421)

Appendix “A-2”

Legal Description of the Coscorp Lands

PT LT 17, CON 8, ERIN, PART 3, 61R20446 & PT LT 17, CON 8 ERIN AS IN
ROS235079 EXCEPT PT 1, 61R6356 TOWN OF ERIN (PIN: 71150-403 (LT))

Appendix “B”

ENGINEERING DRAWINGS AND REPORTS

The Developers acknowledge that the Engineering Drawings and Reports listed below have not yet been approved by the Town Engineer, therefore additional changes and/or deletions may be necessary before the Town is in a position to approve them.

Description	Prepared By	Date
Erosion Sedimentation Controls (ESC) Report	David Schaeffer Engineering Ltd (DSEL)	May, 2024
Erosion Sedimentation Controls (ESC) Drawings # Silt-1, Silt-2A & Silt-Det	David Schaeffer Engineering Ltd (DSEL)	Dec. 21, 2023 & Dec. 06, 2024
Conceptual Grading Plan Drawing # 6	David Schaeffer Engineering Ltd (DSEL)	Oct. 2023
Geotechnical Investigation	Shad & Associates Inc.	Jan. 15, 2023
Hydrogeological Assessment	R.J. Burnside & Associates Limited	Oct. 18, 2023
Phase 2 Environmental Site Assessment (ESA) Reports	Pinchin	Feb 23, 2023
Tree Inventory and Preservation Plan Report (Arborist Report) and Tree Preservation Plans Dwg No.'s 1 - 4	Jackson Arboriculture Inc	Oct. 16, 2023
Traffic Control Drawings	Ramudden Services	Dec. 5, 2024

Appendix "C"

SUMMARY OF COST ESTIMATE FOR
SITE PREPARATION AND EARTHWORKS

ITEM	DESCRIPTION	ESTIMATED COST
SECTION 'ESC1'	SITE PREPARATION & ESC FEATURES - NORTH	\$530,562.00
SECTION 'EW1'	BULK EARTHWORKS - NORTH	\$2,430,600.00
SECTION 'SWM1'	SWM POND 1 EARTHWORKS	\$72,700.00
SECTION 'SWM2'	SWM POND 2 EARTHWORKS	\$44,700.00
SUB-TOTAL SITE PREPARATION AND EARTHWORKS		\$3,078,562.00
ENGINEERING & CONTINGINIES (15%)		\$461,784.30
TOTAL COST ESTIMATE:		\$3,540,346.30
TOTAL SECURITIES TO BE POSTED (10% or \$250,000 which ever is greater)		\$354,034.63

Note:

If the above security is not sufficient to rectify any default, the Town may recover from the Developer all costs and expenses incurred by the Town, whether directly or indirectly, with respect to the default of remedy thereof.