

RESOLUTION NO. 2011 – 034

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE SOUTH BROWARD DRAINAGE DISTRICT ("DISTRICT") RELATING TO THE DESIGN, PURCHASE, AND INSTALLATION OF A TELEMTRY SYSTEM AND RELATED EQUIPMENT FOR DRAINAGE IMPROVEMENTS LOCATED AT THE DISTRICT'S CANAL NO. 12, CANAL NO. 13, AND CANAL NO. 13A; PROVIDING THAT THE DISTRICT WILL PAY AN AMOUNT NOT TO EXCEED \$75,000 TOWARD THE COST OF THE DESIGN, CONSTRUCTION, AND CONSTRUCTION MANAGEMENT RELATED TO THE INSTALLATION OF A TELEMTRY SYSTEM AND RELATED EQUIPMENT INCLUDING, BUT NOT LIMITED TO, FENCING ASSOCIATED WITH STORMWATER DRAINAGE CULVERTS AND GATED CONTROL STRUCTURES, WHICH WILL BE CONSTRUCTED BY THE TOWN AT THE DISTRICT'S CANALS NO. 12, NO., 13 AND NO. 13A; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE FIRST AMENDMENT TO AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 10, 2010, pursuant to Resolution No. 2010-35, the Town entered into a Memorandum of Agreement with the District, South Florida Water Management District, and the State of Florida Department of Agriculture and Consumer for a pilot project to investigate revisions to the water management system operations and water quality improvement within the District's S9/S10 Basin; and

WHEREAS, the District and Town entered into an Interlocal Agreement relating to the Design, Purchase, and Installation of a Telemetry System and Related Equipment for Drainage Improvements located at the District's Canal No. 12, Canal No. 13 and Canal No. 13A; and

WHEREAS, the District will pay for an amount not to exceed \$75,000 toward the cost of the design, construction, and construction management related to the installation of a telemetry system, and related equipment including, but not limited to, fencing associated with stormwater drainage culverts and gated control structures at Canal Nos. 12, 13 and 13A; and

WHEREAS, the Town Council believes that this Amendment is in the best interest of the health, safety and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1: Recitals. The recitals above are true and correct and are incorporated herein by reference.

Section 2: Approval. The Town Council of the Town of Southwest Ranches hereby approves the First Amendment to its Agreement with the South Broward Drainage District, whereby the District has agreed to provide the Town with an amount not to exceed \$75,000 toward the cost of the design, construction, and construction management related to the installation of a telemetry system and related equipment including, but not limited to, fencing associated with stormwater drainage culverts and gated control structures at Canal Nos. 12, 13 and 13A with no Town match, as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

Section 3: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the First District Amendment to the Agreement as attached hereto as Exhibit "A".

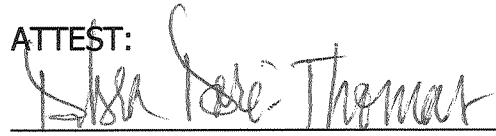
Section 4: Effective Date. This Resolution shall become effective immediately upon its adoption.

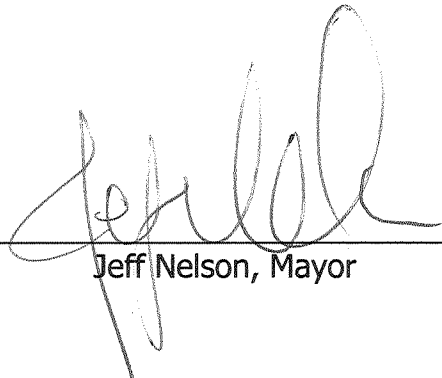
PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 24th day of February, 2011 on a motion by Council Member Jablonski and seconded by Council Member McKay.

Nelson	<u>ABSENT</u>	Ayes	<u>3</u>
Fisikelli	<u>AYE</u>	Nays	<u>0</u>
Breitkreuz	<u>ABSENT</u>	Absent	<u>2</u>
Jablonski	<u>AYE</u>	Abstaining	<u>0</u>
McKay	<u>AYE</u>		

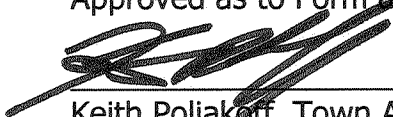
[Signatures on following page]

ATTEST:


Debra Doré-Thomas, CMC, Town Clerk


Jeff Nelson, Mayor

Approved as to Form and Correctness:


Keith Poliakoff, Town Attorney
ACTIVE: 3245732_1

FIRST AMENDMENT TO
INTERLOCAL AGREEMENT
Between
SOUTH BROWARD DRAINAGE DISTRICT
And
TOWN OF SOUTHWEST RANCHES
Relating to
DESIGN, PURCHASE AND INSTALLATION OF A TELEMTRY SYSTEM AND
RELATED EQUIPMENT FOR DRAINAGE IMPROVEMENTS LOCATED AT THE
DISTRICT'S CANAL NO. 12, CANAL NO. 13 AND CANAL NO. 13A

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT (the "First Amendment") made and entered into by and between the South Broward Drainage District, an independent special district created pursuant to Chapter 98-524, Laws of Florida, as amended (hereinafter referred to as "District") and the Town of Southwest Ranches, a not-for-profit Florida municipality formed pursuant to Chapter 2000-475, Laws of Florida, (hereinafter referred to as "Town") and hereinafter collectively referred to as "the Parties".

WITNESSETH:

WHEREAS, the District and Town entered into the Interlocal Agreement ("Agreement") described above which was approved by the District's Board of Commissioners on August 26, 2010 and by the Town's Council on November 3, 2010; and

WHEREAS, the Town has requested that the District pay for a portion of the Project improvements as defined in the Agreement and as described on Exhibit "A" to the Agreement and Exhibit "A" to this First Amendment which is attached hereto and incorporated herein in its entirety; and

WHEREAS, the District has agreed to pay for a portion of the Project improvements in an amount not to exceed \$75,000; and

WHEREAS, for the purpose of this First Amendment, the Town agrees that the Town will reimburse the District for the cost of constructing that portion of the Project improvements as stated in Exhibit "B" to this First Amendment which is attached hereto and incorporated herein in its entirety; and

WHEREAS, for the purpose of this First Amendment, the District agrees that the District will construct and pay for that portion of the Project improvements up to a maximum of \$75,000 as stated in Exhibit "C" to this First Amendment which is attached hereto and incorporated herein in its entirety; and

WHEREAS, all provisions, terms and conditions of the Agreement not in conflict with this First Amendment shall remain in full force and effect, and shall apply to this First Amendment; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the District and Town agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if fully set forth.
2. District and Town shall participate in the design and construction of the Project as set forth in the Agreement and the First Amendment to the Agreement.
3. Paragraph 8 of the Agreement shall be and is revised to read as follows:

"8. Town agrees to pay the District for those expenses incurred by the District associated with the construction of that portion of the Project which includes those items described and itemized in Exhibit "B" to this First Amendment, which amount is currently estimated at \$54,037.48. District shall submit invoices for the work completed, monthly or as agreed to by the District and Town for payment of the work provided and equipment purchased by the District. Any additional cost and expenses of any type over and above the estimated amount must be approved by the Town and District by way of an amendment to the Agreement as stated in Paragraph 18 of the Agreement. All invoices submitted by the District shall be paid within thirty (30) calendar days of receipt by the Town."
4. Notwithstanding the breakdown of costs described and itemized in Exhibits "B" and "C", it is understood and agreed that the District shall pay up to a maximum of \$75,000.00 of the cost of the Project. The Town agrees that any savings that are obtained for the total Project costs, including contingencies, shall be credited or paid back to the District and applied to the District's contribution to the Project. In addition, the Town agrees that if the Town is successful in obtaining any additional grant monies for the Project from SFWMD or any other source, that the total of said additional grant monies shall be credited or paid back to the District and applied to the District's contribution to the Project.
5. The effective date of this First Amendment shall be the date it is fully executed by both Parties and shall terminate upon completion of the Project or as provided in the Agreement. For the purpose of the Agreement and this First Amendment, the Project shall be considered

complete upon final inspection and acceptance by the Town Administrator following which the Town shall within thirty (30) days of receipt of a final invoice reimburse the District for all remaining unpaid expenses associated with the Project.

6. Paragraph 14 of the Agreement shall be and is revised to read as follows:

"14. The Town acknowledges that payment of the expenses incurred by the District under the Agreement and this First Amendment are expected to be reimbursed or paid to Town pursuant to a grant from the South Florida Water Management District. Notwithstanding the aforesaid grant, in the event the Town does not receive sufficient funds to pay for all work and monies expended by the District in completing the portion of the Project described and itemized in Exhibit "B", the Town shall remain directly liable for all expenses incurred by the District associated with that portion of Project described and itemized in Exhibit "B" including those over and above the amount of any grant monies the Town may receive."

7. If any provision of this First Amendment or the application thereof to any person or situation shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
8. The Town represents it has the power and authority to enter into this First Amendment and to perform its obligations hereunder and that this First Amendment has been approved by all required action of its Town Council. The District represents that it has the power and authority to enter into this First Amendment and to perform its obligations hereunder and that this First Amendment has been approved by all required action of its Board.
9. The Agreement as revised and modified by this First Amendment constitutes the entire agreement between the Parties hereto with respect to the matters covered herein. All prior negotiations, representations and agreements, whether oral or written, with respect thereto not incorporated herein are superseded by this First Amendment.
10. In the event a portion of this First Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless Town or District elect to terminate the Agreement pursuant to other provisions of the Agreement. An election to

terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

11. Each party and its counsel have participated fully in review and revision of this First Amendment and acknowledge that the preparation of this First Amendment has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this First Amendment shall be interpreted as to its fair meaning and not strictly for or against any Party.
12. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this First Amendment by reference and a term, statement, requirement, or provision of this First Amendment, the term, statement, requirement, or provision contained in this First Amendment shall prevail and be given effect.
13. Multiple copies of this First Amendment may be executed by the Parties, each of which, bearing original signatures, shall have the full force and effect of an original document.
14. All provisions of the Agreement not modified or revised by this First Amendment shall remain in full force and effect and any conflict between the Agreement and this First Amendment shall be resolved by applying the provisions of this First Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to Interlocal Agreement on the dates hereinafter subscribed.

Passed and approved by the Town of Southwest Ranches this 24th day of February, 2011.

Town of Southwest Ranches:

By: [Signature]
Jeff Nelson, Mayor

By: [Signature]
Charles H. Lynn, Town Administrator

Attest:
By: [Signature]
Debra Doré-Thomas, CMC, Town Clerk

LEGAL FORM APPROVED:

By: _____

Keith Poliakoff, Town Attorney

Passed and approved by the Board of Commissioners of the South Broward
Drainage District this 27th day of January, 2011.

South Broward Drainage District:

By: _____

Scott Hodges, District Chair

By: _____

Kevin M. Hart, P.E., District Director

Attest:

By: _____

Robert E. Goggin, IV, District Secretary

LEGAL FORM APPROVED:

By: _____

Douglas R. Bell, District Attorney

FIRST AMENDMENT TO

INTERLOCAL AGREEMENT

Between

SOUTH BROWARD DRAINAGE DISTRICT

And

TOWN OF SOUTHWEST RANCHES

Relating to

DESIGN, PURCHASE AND INSTALLATION OF A TELEMETRY SYSTEM AND
RELATED EQUIPMENT FOR DRAINAGE IMPROVEMENTS LOCATED AT THE
DISTRICT'S CANAL NO. 12, CANAL NO. 13 AND CANAL NO. 13A

Exhibit "A"
Town of Southwest Ranches/SBDD
Inter-Local Agreement

Item	Quantity	Unit Price	Total
Canal 13 at Stirling Road - 66" CMP			
Motors	2	\$ 7,155.00	\$ 14,310.00
Level Recorder	1	\$ 3,000.00	\$ 3,000.00
FP&L Power	1	\$ 692.04	\$ 692.04
Telemetry	1	\$ 13,290.88	\$ 13,290.88
Electrical Installation	1	\$ 9,535.00	\$ 9,535.00
Fence	1	\$ 1,900.00	\$ 1,900.00
		Sub-Total	\$ 42,727.92
Canal 13A at Stirling Road - 84" RCP			
Motor	1	\$ 9,475.00	\$ 9,475.00
Telemetry	1	\$ 13,290.88	\$ 13,290.88
Electrical Installation	1	\$ 6,621.00	\$ 6,621.00
		Sub-Total	\$ 29,386.88
Canal 12 at SW 63rd Street - 60" RCP			
Motor	1	\$ 7,074.00	\$ 7,074.00
Level Recorder	1	\$ 3,000.00	\$ 3,000.00
FP&L Power	1	\$ 692.04	\$ 692.04
Telemetry	1	\$ 13,701.00	\$ 13,701.00
Electrical Installation	1	\$ 10,961.00	\$ 10,961.00
Fence	1	\$ 2,100.00	\$ 2,100.00
		Sub-Total	\$ 37,528.04
Design, Permitting and Legal	1	\$ 11,500.00	\$ 11,500.00
Motor Start-up Services	1	\$ 1,750.00	\$ 1,750.00
		O/A Sub-Total	\$ 122,892.84
Contingency		5%	\$ 6,144.64
		Total	\$ 129,037.48

Exhibit "B"
Project Improvements To Be Constructed By SBDD
And Reimbursed By The Town

Item	Quantity	Unit Price	Total
Canal 13 at Stirling Road - 66" CMP			
Level Recorder	1	\$ 3,000.00	\$ 3,000.00
Telemetry	1	\$ 13,290.88	\$ 13,290.88
Fence	1	\$ 1,900.00	\$ 1,900.00
		Sub-Total	\$ 18,190.88
Canal 13A at Stirling Road - 84" RCP			
Telemetry	1	\$ 13,290.88	\$ 13,290.88
		Sub-Total	\$ 13,290.88
Canal 12 at SW 63rd Street - 60" RCP			
Level Recorder	1	\$ 3,000.00	\$ 3,000.00
Telemetry	1	\$ 13,701.00	\$ 13,701.00
Fence	1	\$ 2,100.00	\$ 2,100.00
		Sub-Total	\$ 18,801.00
		O/A Sub-Total	\$ 50,282.76
Contingency			\$ 3,754.72
		Total	\$ 54,037.48

Exhibit "C"
Project Improvements To Be
Constructed And Paid For By SBDD

Item	Quantity	Unit Price	Total
Canal 13 at Stirling Road - 66" CMP			
Motors	2	\$ 7,155.00	\$ 14,310.00
FP&L Power	1	\$ 692.04	\$ 692.04
Electrical Installation	1	\$ 9,535.00	\$ 9,535.00
		Sub-Total	\$ 24,537.04
Canal 13A at Stirling Road - 84" RCP			
Motor	1	\$ 9,475.00	\$ 9,475.00
Electrical Installation	1	\$ 6,621.00	\$ 6,621.00
		Sub-Total	\$ 16,096.00
Canal 12 at SW 63rd Street - 60" RCP			
Motor	1	\$ 7,074.00	\$ 7,074.00
FP&L Power	1	\$ 692.04	\$ 692.04
Electrical Installation	1	\$ 10,961.00	\$ 10,961.00
		Sub-Total	\$ 18,727.04
Electrical Design, Permitting and Legal	1	\$ 11,500.00	\$ 11,500.00
Motor Start-up Services	1	\$ 1,750.00	\$ 1,750.00
		O/A Sub-Total	\$ 72,610.08
Contingency			\$ 2,389.92
		Total	\$ 75,000.00

FIRST AMENDMENT TO
INTERLOCAL AGREEMENT
Between
SOUTH BROWARD DRAINAGE DISTRICT
And
TOWN OF SOUTHWEST RANCHES
Relating to
DESIGN, PURCHASE AND INSTALLATION OF A TELEMETRY SYSTEM AND
RELATED EQUIPMENT FOR DRAINAGE IMPROVEMENTS LOCATED AT THE
DISTRICT'S CANAL NO. 12, CANAL NO. 13 AND CANAL NO. 13A

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT (the "First Amendment") made and entered into by and between the South Broward Drainage District, an independent special district created pursuant to Chapter 98-524, Laws of Florida, as amended (hereinafter referred to as "District") and the Town of Southwest Ranches, a not-for-profit Florida municipality formed pursuant to Chapter 2000-475, Laws of Florida, (hereinafter referred to as "Town") and hereinafter collectively referred to as "the Parties".

WITNESSETH:

WHEREAS, the District and Town entered into the Interlocal Agreement ("Agreement") described above which was approved by the District's Board of Commissioners on August 26, 2010 and by the Town's Council on November 3, 2010; and

WHEREAS, the Town has requested that the District pay for a portion of the Project improvements as defined in the Agreement and as described on Exhibit "A" to the Agreement and Exhibit "A" to this First Amendment which is attached hereto and incorporated herein in its entirety; and

WHEREAS, the District has agreed to pay for a portion of the Project improvements in an amount not to exceed \$75,000; and

WHEREAS, for the purpose of this First Amendment, the Town agrees that the Town will reimburse the District for the cost of constructing that portion of the Project improvements as stated in Exhibit "B" to this First Amendment which is attached hereto and incorporated herein in its entirety; and

WHEREAS, for the purpose of this First Amendment, the District agrees that the District will construct and pay for that portion of the Project improvements up to a maximum of \$75,000 as stated in Exhibit "C" to this First Amendment which is attached hereto and incorporated herein in its entirety; and

WHEREAS, all provisions, terms and conditions of the Agreement not in conflict with this First Amendment shall remain in full force and effect, and shall apply to this First Amendment; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the District and Town agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if fully set forth.
2. District and Town shall participate in the design and construction of the Project as set forth in the Agreement and the First Amendment to the Agreement.
3. Paragraph 8 of the Agreement shall be and is revised to read as follows:

"8. Town agrees to pay the District for those expenses incurred by the District associated with the construction of that portion of the Project which includes those items described and itemized in Exhibit "B" to this First Amendment, which amount is currently estimated at \$54,037.48. District shall submit invoices for the work completed, monthly or as agreed to by the District and Town for payment of the work provided and equipment purchased by the District. Any additional cost and expenses of any type over and above the estimated amount must be approved by the Town and District by way of an amendment to the Agreement as stated in Paragraph 18 of the Agreement. All invoices submitted by the District shall be paid within thirty (30) calendar days of receipt by the Town."
4. Notwithstanding the breakdown of costs described and itemized in Exhibits "B" and "C", it is understood and agreed that the District shall pay up to a maximum of \$75,000.00 of the cost of the Project. The Town agrees that any savings that are obtained for the total Project costs, including contingencies, shall be credited or paid back to the District and applied to the District's contribution to the Project. In addition, the Town agrees that if the Town is successful in obtaining any additional grant monies for the Project from SFWMD or any other source, that the total of said additional grant monies shall be credited or paid back to the District and applied to the District's contribution to the Project.
5. The effective date of this First Amendment shall be the date it is fully executed by both Parties and shall terminate upon completion of the Project or as provided in the Agreement. For the purpose of the Agreement and this First Amendment, the Project shall be considered

complete upon final inspection and acceptance by the Town Administrator following which the Town shall within thirty (30) days of receipt of a final invoice reimburse the District for all remaining unpaid expenses associated with the Project.

6. Paragraph 14 of the Agreement shall be and is revised to read as follows:

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7. If any provision of this First Amendment or the application thereof to any person or situation shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
8. The Town represents it has the power and authority to enter into this First Amendment and to perform its obligations hereunder and that this First Amendment has been approved by all required action of its Town Council. The District represents that it has the power and authority to enter into this First Amendment and to perform its obligations hereunder and that this First Amendment has been approved by all required action of its Board.
9. The Agreement as revised and modified by this First Amendment constitutes the entire agreement between the Parties hereto with respect to the matters covered herein. All prior negotiations, representations and agreements, whether oral or written, with respect thereto not incorporated herein are superseded by this First Amendment.
10. In the event a portion of this First Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless Town or District elect to terminate the Agreement pursuant to other provisions of the Agreement. An election to

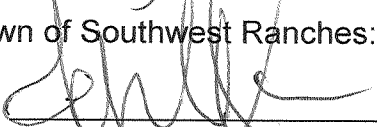
terminate this Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

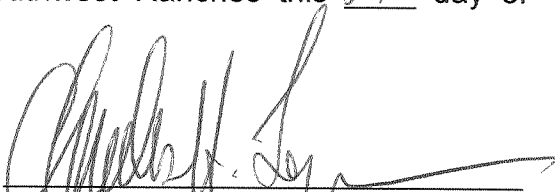
11. Each party and its counsel have participated fully in review and revision of this First Amendment and acknowledge that the preparation of this First Amendment has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this First Amendment shall be interpreted as to its fair meaning and not strictly for or against any Party.
12. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this First Amendment by reference and a term, statement, requirement, or provision of this First Amendment, the term, statement, requirement, or provision contained in this First Amendment shall prevail and be given effect.
13. Multiple copies of this First Amendment may be executed by the Parties, each of which, bearing original signatures, shall have the full force and effect of an original document.
14. All provisions of the Agreement not modified or revised by this First Amendment shall remain in full force and effect and any conflict between the Agreement and this First Amendment shall be resolved by applying the provisions of this First Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to Interlocal Agreement on the dates hereinafter subscribed.

Passed and approved by the Town of Southwest Ranches this 24th day of February, 2011.

Town of Southwest Ranches:

By: 
Jeff Nelson, Mayor

By: 
Charles H. Lynn, Town Administrator

Attest:
By: 
Debra Dore-Thomas, CMC, Town Clerk

LEGAL FORM APPROVED:

By: 
Keith Poliakoff, Town Attorney

Passed and approved by the Board of Commissioners of the South Broward
Drainage District this 27th day of January, 2011.

South Broward Drainage District:


By: 
Scott Hodges, District Chair

By: 
Kevin M. Hart, P.E., District Director

Attest:

By: 
Robert E. Goggin, IV, District Secretary

LEGAL FORM APPROVED:

By: 
Douglas R. Bell, District Attorney

FIRST AMENDMENT TO

INTERLOCAL AGREEMENT

Between

SOUTH BROWARD DRAINAGE DISTRICT

And

TOWN OF SOUTHWEST RANCHES

Relating to

DESIGN, PURCHASE AND INSTALLATION OF A TELEMETRY SYSTEM AND
RELATED EQUIPMENT FOR DRAINAGE IMPROVEMENTS LOCATED AT THE
DISTRICT'S CANAL NO. 12, CANAL NO. 13 AND CANAL NO. 13A

Exhibit "A"
Town of Southwest Ranches/SBDD
Inter-Local Agreement

Item	Quantity	Unit Price	Total
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Motors	2	\$ 7,155.00	\$ 14,310.00
Level Recorder	1	\$ 3,000.00	\$ 3,000.00
FP&L Power	1	\$ 692.04	\$ 692.04
Telemetry	1	\$ 13,290.88	\$ 13,290.88
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Fence	1	\$ 1,900.00	\$ 1,900.00
		Sub-Total	\$ 42,727.92
Canal 13A at Stirling Road - 84" RCP			
Motor	1	\$ 9,475.00	\$ 9,475.00
Telemetry	1	\$ 13,290.88	\$ 13,290.88
Electrical Installation	1	\$ 6,621.00	\$ 6,621.00
		Sub-Total	\$ 29,386.88
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Fence	1	\$ 2,100.00	\$ 2,100.00
		Sub-Total	\$ 37,528.04
Design, Permitting and Legal	1	\$ 11,500.00	\$ 11,500.00
Motor Start-up Services	1	\$ 1,750.00	\$ 1,750.00
		O/A Sub-Total	\$ 122,892.84
Contingency		5%	\$ 6,144.64
		Total	\$ 129,037.48

Exhibit "B"
Project Improvements To Be Constructed By SBDD
And Reimbursed By The Town

Item	Quantity	Unit Price	Total
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Level Recorder	1	\$ 3,000.00	\$ 3,000.00
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Level Recorder	1	\$ 3,000.00	\$ 3,000.00
Telemetry	1	\$ 13,701.00	\$ 13,701.00
Fence	1	\$ 2,100.00	\$ 2,100.00
		Sub-Total	\$ 18,801.00
		O/A Sub-Total	\$ 50,282.76
Contingency			\$ 3,754.72
		Total	\$ 54,037.48

Exhibit "C"
Project Improvements To Be
Constructed And Paid For By SBDD

Item	Quantity	Unit Price	Total
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Electrical Design, Permitting and Legal	1	\$ 11,500.00	\$ 11,500.00
Motor Start-up Services	1	\$ 1,750.00	\$ 1,750.00
		O/A Sub-Total	\$ 72,610.08
Contingency			\$ 2,389.92
		Total	\$ 75,000.00