



March 11, 2014

**Via Hand Delivery**

Ms. Noreen Gordon Sablotsky  
Greater Miami Hillel Foundation, Inc.  
1100 Stanford Drive  
Coral Gables, FL 33146

RE: Hillel's Connection to University's Sewer System

Dear Ms. Sablotsky:

This is to confirm that the University of Miami ("University") hereby agrees to allow the Greater Miami Hillel Foundation, Inc., located at 1100 Stanford Drive, Coral Gables, FL ("Hillel") to connect its new building to the University's sanitary sewer collection and transmission system, pursuant to paragraph 13 of the Agreement for Outside Sanitary Sewer Connection with the City of Coral Gables dated October 1, 2007, (the "University Sewer Agreement") a copy of which is attached hereto as Exhibit "A", which provides as follows:

13. Owner agrees to not permit any other connection to Owner's connecting lines to the City's system except those listed in the Agreement. Any additional connection, if permitted, shall be subject to approval by the City as stated herein, and the original connection charge shall be increased to reflect the additional sewage added. Additional connectors also shall furnish the City with prior written approval by the original owner of the line and all prior connectors to said line.

The University's agreement is also subject to the following terms and conditions:

1. The University must review and approve the construction plans showing the details of the connection to the University's sewer collection and transmittal system. Hillel hereby agrees to indemnify and hold harmless the University and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys fees and costs of defense, which the University or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from reliance upon the University's review and approval of the construction plans referenced to above.

2. Hillel will be responsible for all costs associated with the connection, including but not limited to any connection fees or any other costs incurred to obtain approval from the City of Coral Gables ("City") or any other agencies.
3. Immediately prior to issuance of a temporary Certificate of Occupancy by the City of Coral Gables for the new building (the "Initial Payment Date") and annually thereafter, on the anniversary date of the Initial Payment Date, Hillel shall pay to the University the fixed annual fee (the "Annual Fee") of \$4,434.24 for sewer collection and transmission services, said Annual Fee being based on Hillel's estimated monthly water use, per the report prepared by Consulting Engineering & Science, Inc. dated January 31, 2014 (the "Engineering Report"), a copy of which is attached hereto as Exhibit "B", and on the MD-WASD Rate Schedule 2012-2013 document, page 21, Sewer Fee Calculations for Non-Residential Customers (the "WASD Rate Schedule), a copy of which is attached hereto as Exhibit "C". The Annual Fee is computed as follows:

- Hillel's allocation of maximum daily water use = 956 (GPD), as per Engineering Report attached.
- Flow rate usage per unit =  
 $(956 \times 30 / 1000) \times 6.221 = 178.42 \times 12 =$  \$2,141.04
- Base Facility Charge = 191.10 per month X12 = \$2,293.20
- Total Annual Waste Water Fees: \$4,434.24

4. Three (3) years after the execution date of this letter agreement (the "Agreement"), on the anniversary of the date of its execution (the "Effective Date"), and every three (3) years thereafter, Hillel shall provide to the University copies of the water bills showing Hillel's water consumption for the previous three (3) years. The Agreement will be amended to adjust the Annual Fee for the next three (3) years based on the prior three years' water consumption.
5. This Agreement shall continue to be in full force and effect as long as: (a) the University continues to maintain its sanitary sewer collection and transmission system, pursuant to the terms of the University Sewer Agreement; (b) the City of Coral Gables continues to approve the connection authorized by this Agreement; (c) Hillel wishes to maintain the connection authorized by this Agreement; and (d) Hillel is in compliance with the terms of this Agreement.

Please, sign this letter where indicated below to acknowledge Hillel's agreement with the terms and conditions set forth above, and return it to me. Thank you.

Sincerely,

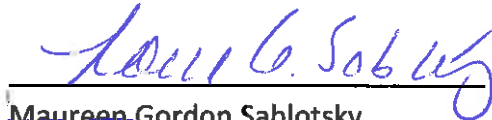


~~Larry D. Marbert~~ **RICHARD K. JONES**  
Assoc. Vice President for Real Estate and Facilities

*Shella*  
3-11-14  
*Maureen*  
3-11-14

ACKNOWLEDGED AND AGREED:  
Greater Miami Hillel Foundation, Inc.

By:



~~Maureen~~ Gordon Sablotsky  
President

*Maureen*

Date:

3/12/14

- cc: Michael White, University of Miami
- Janet Gavarrete, University of Miami
- Irma Abella, University of Miami
- Judd Goldberg, University of Miami



## CONSULTING ENGINEERING & SCIENCE, INC.

Civil Engineers

Coastal Engineers

Environmental Scientists

January 31, 2014

VIA EMAIL ONLY

Mr. James Sprinkle  
Facilities Administrative Building  
1535 Levante Avenue, Room 232  
Coral Gables, Florida 33146

Re: Sanitary Sewer Flow Impacts  
UM Hillel  
5225 Ponce de Leon Boulevard  
Coral Gables, Florida

Dear Mr. Sprinkle:

As a follow-up to our meeting on October 14, 2013 and our subsequent e-mail dated 10-29-2013, please see the below analysis of the existing UM Pump Station No. 7 operating time impacts from the above referenced project.

### Proposed UM Hillel Sanitary Sewer Flow

15,119 sf Office @ 5 gpd/100 sf =	756 gpd
2 Hotel Residences @ 100 gpd/unit =	200 gpd
Total Daily Flow =	956 gpd
Avg Daily Flow =	0.7 gpm
Peak Flow =	2.9 gpm

### Existing Pump Station

Operating Point = 35 gpm @ 37 ft TDH

Additional Pump Station Operation Per Day  
956 gal/ 35 gpm = 27.3 minutes

Based on the above information, the proposed sanitary flow generation from the UM Hillel will have a negligible impact to the operating time of the UM Pump Station No. 7.

Mr. James Sprinkle  
January 31, 2014  
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Should you have any questions, please do not hesitate to call.

Very truly yours,

CONSULTING ENGINEERING & SCIENCE, INC.

A handwritten signature in black ink, appearing to read 'BFP', with a stylized flourish extending from the end.

Ben F. Prewitt, P.E.  
Senior Engineer

(13040)

**MIAMI-DADE WATER AND SEWER DEPARTMENT  
SCHEDULE OF RATES**

**NON-RESIDENTIAL CUSTOMER**

**WASTEWATER DISPOSAL**

**Effective  
October 1, 2012**

**Base Facility Charge:**

Monthly Charge

*(Base Facility Charge is based on water meter size)*

5/8"	\$3.25
1"	\$9.56
1.5"	\$19.11
2"	\$30.58
3"	\$61.15
4"	\$95.55
6"	\$191.10
8"	\$305.76
10"	\$439.53
12"	\$821.73
14"	\$1,528.80
16"	\$2,102.10

**Flow Rate All Usage:**

Monthly Charge

**Usage per 100 cubic feet (ccf):**

0 to 5 ccf	\$1.3838
6 to 9 ccf	\$4.4120
10 ccf and over	\$4.6534

**Usage per 1,000 gallons:**

0 to 3,740 gallons	\$1.8500
3,741 to 6,750 gallons	\$5.8984
6,751 gallons and over	\$6.2210

NOTE: 100 cubic feet (ccf) equals 748 gallons

Non-Residential: a retail customer/account consisting of business, commercial, industrial, or any combination thereof or mixed-use building



CFN 2007R1035041  
DR Bk 26009 Pgs 4146 - 4153 (8pgs)  
RECORDED 10/25/2007 13:53:39  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

**AGREEMENT FOR OUTSIDE SANITARY SEWER CONNECTION**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of October, 2007 by and between the City of Coral Gables, a municipal corporation of the State of Florida, herein referred to as "City", and the University of Miami, a Florida non-profit corporation, herein referred to as "Owner".

WHEREAS, Owner is the OWNER of the following described properties located in Miami-Dade County, Florida, herein jointly referred to as the "Property":

Rehearsal Center, 5501 San Amaro Drive;  
Arnold Volpe Music Building, 5501 San Amaro Drive;  
Foster Memorial Music Building, 5501 San Amaro Drive;  
Writing Center, 5221-25 Ponce de Leon Boulevard;  
Casa Bacardi, 1531 Brescia Avenue;  
School of Education, 1551 Brescia Avenue; and  
McKnight Advancement Center, 5807 Ponce de Leon  
Boulevard

which are currently connected to septic tanks; and

WHEREAS, Owner is connecting to an outside sewer connection outside the City's sanitary sewer districts to serve the University of Miami consisting of seven (7) existing buildings at the above described locations on the University of Miami main campus, Coral Gables, Florida; and

WHEREAS, the City Commission of the City of Coral Gables on the 26<sup>th</sup> day of June, 2007, passed and adopted Resolution No. 2007-144 which authorized the Owner to connect to an outside sewer connection outside the City's sanitary sewer districts, subject to certain terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree to the following:

1. Owner shall pay a connection fee calculated to be \$49,875.00 based on the rate of \$2,100.00 per 1,000 gallons per day of peak demand paid concurrently upon signing this agreement. The connection charge shall be made on the basis of an agreed upon estimated gallonage, which shall be subject to review at any time after six months; usage and the final connection cost shall be adjusted to reflect actual usage if great, but in no case less than the amount originally charged. An alternate method of payment for such sewer service connection charges may be granted whereby, in lieu of paying connection charges at time of execution of the customer agreement, the applicant or customer may be permitted to file with the City a cash bond in an amount to be agreed upon between the City Manager and the customer, guaranteeing installment payments of said sewer service connection charges.
2. Owner shall comply with all conditions set forth under Chapters 26 and 28 of the City Code, Resolution No. 22601, and any other pertinent ordinances or resolutions, copies of which the applicant/customer has reviewed and fully acknowledged by agreeing hereto, except that rates applied to connecting outside the City shall be 75% greater than the rates applicable to the same connection within the City. If the connection is outside existing sanitary sewer districts but inside the City, the 75% additional rate shall not apply.
3. Owner agrees to the billing and collecting of sewer service charges as determined by the City of Coral Gables. Other agencies, for example the Miami-Dade Water and Sewer Authority, may be designated by the City to bill and/or collect sewer service charges. Sewer service charges shall be due within ten (10) days of receipt of billing by the customer. If the sewer service charges remain unpaid 30 days after due date, the City may have water services to the property disconnected. All sewer service charges to any building or structure or unit remaining unpaid 30 days after the due date shall become a lien against and upon the lands to which service has been furnished to the same extent as the lien for special assessments in the City of Coral Gables, with the same penalties and the same right of collection and sale as would apply for Coral Gables taxes.
4. Owner agrees to pay the entire cost of whatever facilities are required from the source of the sewage to the point of connection with the Coral Gables system.
5. Owner agrees to furnish the City Attorney with a copy of the deed for each unit of property making outside connection.
6. Owner agrees to install and maintain facilities for such pre-treatment of wastes as may from time to time be found necessary to render the wastes suitable for handling and treatment by the City without creation of nuisances. Under operational difficulty,



the reasonable determination by the City and the City consulting engineers shall be binding. The following shall be required in all cases:

- a) Grease separation facilities without exception.
  - b) Comminutors, except where flow is directly to a City comminutor.
  - c) Screens at the discretion of the City in case of laundries and similar sources of rags, string and lint.
  - d) Prechlorination in case of long force mains
7. Owner agrees to provide the City with plans and specifications in quadruplicate for applicant/customer sanitary sewer facilities as prepared by a registered civil engineer, licensed to practice in the State of Florida and fully experienced and qualified in the design of sanitary sewer systems. Said plans and specifications shall be reviewed by the City and returned to the applicant/customer marked for revision until the plans are returned marked approved and signed as such by the Director of Public Works. A composite plan/profile survey of existing utilities shall be prepared of each Coral Gables right-of-way through which a pipeline run is proposed, showing the exact relationship between and among all existing and proposed facilities. The City may refuse to process the plans unless the composite picture is complete, so that the most feasible route with the least inconvenience to residents may be confirmed by the Director of Public Works.
  8. Owner agrees to provide a cut-off valve at the point of connection with the Coral Gables system. This cut-off valve shall be shown and described in the above plans and specifications.
  9. Owner agrees to provide the City with a letter from said licensed/registered engineer stating that said engineering services have been retained to provide full-time resident inspection during construction and installation of said facilities. Upon completion of the installation, said engineer shall certify in writing that the work has been fully and properly installed, and that infiltration is within allowable limits.
  10. Owner agrees to have proposed installation shown on said approved plans and specifications constructed and installed only by a fully licensed and qualified contractor, who shall also obtain all prerequisite construction permits from each agency having jurisdiction prior to initiating work in the field. The Public Works Director may withhold or withdraw issuance of City right-of-way permit if compliance with portions of Step II implementation by the applicant becomes overdue.
  11. Owner agrees to keep City informed of work progress and connections inside and outside the City so that City inspectors may confirm the integrity of the facilities at each key point.
  12. Owner agrees to be solely responsible for continuing maintenance and operation of said facilities. The City reserves the right to inspect the facilities and to require the

applicant to have timely repairs made, where infiltration or other defects are adversely affecting the cost and operation of the City's sanitary sewer system. Failure of the applicant/customer to remedy defects shall be cause for termination of the agreement and disconnection of the service. The occupants or tenants of the connected property shall be informed by the customer that the City is not responsible for such maintenance and operation.

13. Owner agrees to not permit any other connection to the customer's connecting lines to the City system except those listed in the agreement. Any additional connections, if permitted, shall be subject to approval by the City as stated herein and the original connection charge shall be increased to reflect the additional sewage added. Additional connectors shall furnish the City with prior written approval by the original owner of the line and all prior connectors to said line.
14. Owner agrees to limit the peak sewage flow from the outside sewer connection insofar as the property, zoning, size, type and/or density of the facility herein approved for connection, and any proposed change thereto which would generate significant increase in peak sewage discharged into the Coral Gables sanitary sewer system shall require prior approval by Coral Gables for such increased sewage discharge in accordance with the terms of this resolution.
15. Owner agrees to provide that the monthly charge computed at the volumetric base rate be multiplied by a value of unity for a monthly average BOD of 250 ppm or under, said value to be increased by a surcharge factor of ¼% per part per million on monthly average BOD in excess of 250 ppm, as follows and as interpolations thereof:

<u>MONTHLY BOD</u>	<u>MULTIPLIER</u>
250 ppm or less	1.000
260	1.025
270	1.050
280	1.075
290	1.100
300	1.125
400	1.375
500	1.625
1000	2.875

16. Owner agrees to provide for and bear the cost of sampling with suitable sampling facilities, when reasonable cause for sampling exists. The City shall give the customer or tenant reasonable notice when sampling is necessary, and qualified City representatives shall thereafter perform the necessary sampling as efficiently as possible.
17. Owner agrees to reconnect to the City sewer system at the customer's expense in a manner acceptable to the City, when sewerage is completed to a new area in the City which can more efficiently and effectively serve the customer's outside connection.

18. Owner shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by Owner or its employees, agents, servants, partners, principals, contractors and/or subcontractors. Owner shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Owner expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Owner shall in no way limit the responsibility to indemnify, keep and same harmless and defend the City or its officers, employees, agents or instrumentalities as herein provided.
19. Owner agrees to provide liability insurance in the amounts required by Resolution No. 22601, naming the City of Coral Gables as additional insured, and covering any damages to public or private property due to a failure in the customer's facilities. A certification of insurance shall be required at the execution of the agreement in a form acceptable to the City of Coral Gables.
20. Owner agrees to provide a maintenance bond or other surety in the amount of five (5) percent of the construction cost to assure timely repair of the customer's facilities should a failure occur, said surety to run in perpetuity or until the connection is no longer required.
21. Owner agrees to bear the expense of recording the agreement encompassing the above terms in the Public Records of Dade County, Florida, and said agreement shall be a covenant running with the land which will state that the owner will not convey or cause to be conveyed the title to the above property without requiring the successor in title to abide by all of the terms and conditions of said agreement.
22. The City Manager is authorized to terminate this Agreement on behalf of the City as follows:

If Owner breaches this Agreement, or any provision thereof, the City shall be entitled to any or all of the following remedies:

  - i. The City may terminate this Agreement by giving written notice to Owner of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of termination. Owner shall be responsible for all costs associated with such termination, including attorneys' fees.
  - ii. The City may seek enforcement of this Agreement, including but not limited to filing an action with a court of appropriate

jurisdiction. Owner shall be responsible for all costs associated with such enforcement, including attorneys' fees.

iii. If, for any reason, Owner should attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the City shall, whenever practicable, terminate this Agreement by giving written notice to Owner of such termination specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Owner shall be responsible for all costs associated with such termination or cancellation, including attorneys' fees. The City may also seek compensation for damages sustained as a result of Owner's actions.

iv. Any other remedy available at law or equity.


Notwithstanding the above, Owner shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement. The City may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. Owner shall be responsible for all costs associated with such action, including but not limited to, the City's attorneys' fees.

23. The executed Agreement shall be made part of City of Coral Gables Resolution No. 2007-144 and shall be kept in the file in the Office of the City Clerk.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

City of Coral Gables

  
David L. Brown, City Manager

ATTEST:  
  
Walter Foeman, City Clerk

STATE OF FLORIDA ):  
COUNTY OF MIAMI-DADE ):

BEFORE ME, the undersigned authority, personally appeared David L. Brown, City Manager and Walter Foeman, City Clerk, respectively, of the CITY OF CORAL GABLES, who after being duly sworn, under oath depose and say that they have read the foregoing and have executed the same for the purposes therein expressed with due authority from the Commission of the City of Coral Gables.


WITNESS my hand and official seal this 1<sup>st</sup> day of Oct., 2007.



  
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:

APPROVED AS TO FORM AND CONTENT

  
Elizabeth Hernandez, CITY ATTORNEY

Irma M. Abella  
Witness Signature

Print Name:  
IRMA M. Abella

UNIVERSITY OF MIAMI

Victor J. Atherton  
Victor J. Atherton, Associate Vice  
President for Facilities

STATE OF FLORIDA ):  
COUNTY OF MIAMI-DADE ):

I HEREBY CERTIFY that on this day personally appeared before me Victor J. Atherton, as Associate Vice President for Facilities for the University of Miami, who is personally known to me or has produced identification and he acknowledges that he executed the foregoing freely and voluntarily, for purposes therein expressed.

SWORN TO AND SUBSCRIBED before me on this 21 day of Aug, 2007.

My commission expires:

Ivette Cruz  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC-STATE OF FLORIDA  
Ivette Cruz  
Commission # DD488596  
Expires: DEC. 15, 2009  
Bonded Thru Atlantic Bonding Co., Inc.