

SEWER PERMIT GENERAL CONDITIONS

South Lyons Township Sanitary District

475 West 55th Street – Suite 107, Countryside, IL 60525-3565

708-354-7390 Fax: 708-354-0807

1. The schedules, plans, specifications and all other data and documents submitted for the permit are hereby made a part of the permit. The responsibility for the adequacy of the design of the permitted facilities shall rest solely with the permittee. The issuance of the permit shall not be construed as approval of concept of construction methodology of the proposed facilities, and shall not absolve the permittee of responsibility. The permittee is responsible for retaining adequate and capable professional design and construction services required to complete the project.
2. All sewer facilities constructed under this permit shall be installed in accordance with the regulations and guidelines of the South Lyons Township Sanitary District, and the Metropolitan Water Reclamation District of Greater Chicago. The permittee assumes all responsibility for meeting the requirements of all applicable rules, regulations, ordinances, and laws of Local, State, and Federal authorities. Issuance of the permit shall not constitute a waiver of any applicable requirements.
3. Discharges into the sanitary sewer facilities constructed under this permit shall consist of sanitary sewage only. There shall be no discharge of industrial wastes under this permit, unless otherwise authorized by special permit condition. Storm and ground waters shall not be permitted to enter the sanitary sewer system. This specifically prohibits the connection or maintenance of such sources as roof, footing, and area drain systems to the sanitary sewer system.
4. All sewer construction shall be inspected and approved by a representative of the District. No sewer trenches or other related excavations shall be backfilled except as authorized by the District representative. The permittee shall provide the District with two working days advance notice of the start of the construction proposed under this permit. All public property damaged or otherwise disturbed by work covered by this permit shall be fully restored to the satisfaction of the District.
5. The sewer connections, lines, systems or facilities constructed hereunder shall be properly maintained and operated at all times in accordance with all applicable requirements, at no cost to the District. It is understood that the responsibility for maintenance shall run as a joint and several obligation against the property served, the owner and/or the operator of the facilities, and said responsibility shall not be discharged nor in any way affected by change of ownership of said property.
6. The District hereby serves notice that its sewers may flow full and may surcharge under certain operating conditions, and flooding of the proposed sewer facilities may occur. The permittee, owner, operator, and user of facilities proposed under this permit shall construct, operate, and maintain the facilities at the sole risk of the permittee.
7. The Permittee shall be responsible for ensuring that adequate safety measures are taken to prevent injury to the public when constructing facilities under this permit. In this regard, all work areas shall be properly marked with barricades, fencing, signs, lights or other such protective materials. The permittee is responsible for ensuring proper use and maintenance of the safety measures.
8. The Permittee shall be solely responsible for and shall defend, indemnify, and save harmless the District and its officers, agents, employees, from and against any and all claims, costs, damages or expenses that may be suffered, incurred, sustained or become liable for on account of any injury to, death of, any person or persons, or any damage to, or destruction of, any real or personal property that may be caused by the construction, use, state of repair, operation and maintenance of facilities, arising out of or in consequence of the issuance of this permit. In this regard, the permittee shall satisfy the Sewer Permit Insurance provisions of the District.
9. The permittee shall indemnify and save harmless the South Lyons Township Sanitary District, and its officers, agents, and employees from any claims or damages arising out of or in connection with the suspension, termination, or revocation of the permit.
10. The permit may not be assigned or transferred without the written consent of the District.
11. The provisions of the issued permit shall be considered as part of the Building and Occupancy Permit for any building or buildings served by the facilities constructed under this permit. The owner or occupant of any building served under this permit shall not cause, or permit, a change of use of the building to a use other than that provided for under this permit without first obtaining the written permission from the South Lyons Township Sanitary District.

12. In issuing this permit the South Lyons Township Sanitary District has relied on the representations made by the permittee. Any incorrect representations shall be considered as cause for revocation of the permit, and all rights of the permittee shall immediately become null and void. It is understood that in the event that the permittee shall default in or fail to perform and carry out any of the covenants, conditions, and provisions of this permit, and such default continues for forty-five (45) days after receipt of written notice from the District, then after expiration of said forty-five (45) days the permit shall be considered terminated. The permittee agrees that immediately upon receipt of said written notice, it will stop all operations, discontinue any discharges, and disconnect the sewage system facilities constructed under this permit. If the permittee fails to take said action, then the District shall have the right to take action necessary to effect the disconnection. All costs incurred by the District in this action shall be paid by the permittee.
13. The permittee as applicant, is responsible for paying all fees and expenses incurred in obtaining the permit for the construction of the proposed facilities, including such fees that may be assessed by agencies other than the South Lyons Township Sanitary District. In addition to permit fees, the District requires the sewer contractor performing the permitted work to post a \$10,000 permit bond. The permit bond must run in favor of the District and be in effect for a period of one year, or the duration of the project which ever is greater. The permit fee is subject to review and change as approved by the Board of Trustees of the District. The Current fee schedule is as follows:

SEWER PERMIT FEE SCHEDULE		
PERMIT CATEGORY	RESIDENTIAL PROJECT	COMMERCIAL PROJECT
Sewer Repair Permit: 0' - 25' *	\$100.00	\$1,000.00
Sewer Repair Permit: 25' + **	\$250.00	\$2,500.00
Sewer Construction Permit: Main Extension	\$5,000.00	\$5,000.00
Disconnection/Reconnection Permit (Lateral Connection)	\$1,100.00	\$5,100.00

(*) **Sewer Repair Permit 0'-25'**: includes service lateral repair, modification, or replacement lengths less than or equal to twenty-five feet.

(**) **Sewer Repair Permit 25'+**: includes repair, modification, or replacement lengths greater than twenty-five feet, the installation of manholes *and the installation of grease basins*.

Residential projects shall include single family structures and multi-family structures with less than five residential units.

Commercial projects include all non-residential structures and all multi-family structures with greater than four residential units..

14. The authority to issue permits, collect fees and fines, inspect or observe work included under the issued permit, enforce the proper construction of sanitary sewer facilities, and to enforce the proper use and maintenance of sewer facilities is granted by District Ordinance 1993-4 as amended, and by the applicable provisions of the *Illinois Compiled Statutes*. Any interpretation of the terms, conditions, and provision applicable to the issued permit shall be decided by the Board of Trustees of the South Lyons Township Sanitary District, and such decision shall be considered as final and binding on the affected parties.