



LOCAL SEWER SYSTEMS SECTION

District LOG NO.

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FACILITY CONNECTION AUTHORIZATION THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO 111 EAST ERIE, CHICAGO, ILLINOIS 60611

INSTRUCTIONS: Use only for direct connections to District facilities, direct discharges into waterways (including Lake Michigan) within the City of Chicago, or developments impacting District owned or leased property within the City of Chicago.

Note: Written approval from the District shall be obtained prior to entering any District facilities including, but not limited to: TARP and interceptor manholes.

Address all correspondence to Local Sewer Systems Section; for assistance, telephone (312) 751-3260.

1. NAME AND LOCATION

Name of project (as shown on Plans): South Damen Ave. Storage Yard Location: 2055 W. Pershing Road, Chicago, IL Section 6 Township 38N Range 14E Name of Township: Englewood PINs: Part of 20-06-100-125 Office Use Only: X Y Code Receiving MWRDGC WRP and /or Lift Station:

2. TYPE OF CONNECTION

A. Authorization is requested for connection to: [X] District interceptor facility [] District TARP facility [] Discharge into Lake Michigan with new or reconstructed outfall. Indicate new [] or reconstructed [] [] Discharge into receiving waterway with new or reconstructed outfall. Indicate new [] or reconstructed [] [] District owned reservoir or other facility (pump station, water reclamation facility, etc). Describe: District Associated PINs: B. Nature of discharge to District facility: [] Sanitary sewage [X] Stormwater [] Other (describe) Location of facility: Southwest of Pershing Road & Damen Avenue intersection Structure Name and No. Stock Yard 1, 1916 (162-7098) Contract No.

3. OUTFALLS

A. Nature of discharge into receiving water [] Stormwater [] Cooling/process water or treatment system effluent (describe) [] Other (describe) Name of receiving waterway Location of outfall Indicate nearest street and bank (e.g. N,S,E,W) of waterway Owner T & B Limited Invert elevation: (NAVD88) (CCD) 9.50 Size 8 inch Material ESVCP Note: Submit outfall detail with all pertinent elevations. The detail should show the waterway section with normal/high water elevations. B. Backflow prevention (submit details) [] Check valves [] Flap gates [] Energy dissipation (describe) Refer to TGM for requirements

4. SANITARY SEWER SUMMARY

N/A

Table with 4 columns: Pipe Size (inches), Total Length (feet), Pipe Material and Spec., Joint Material and Spec.

5. APPROXIMATE TIME SCHEDULE

Construction schedule of proposed connection: Date construction starts: 09/01/17 completion date: 12/31/17 Project occupancy schedule: Date occupancy begins: 4/1/18 100% occupancy expected to be reached: 4/1/18

6. DEVELOPMENT IMPACTING DISTRICT OWNED OR LEASED PROPERTY

No Yes \longrightarrow Location _____

Describe development _____

Notes: 1. Must obtain approval letter from District Law Department. 2. Submit copy of lease agreement.

Describe mitigation such as erosion control or District infrastructure relocation (if applicable) _____

7. SITE INFORMATION

Sewer system proposed within project site is: Combined Separate sanitary and storm sewers

Total area of project ^{3.44} _____ acres Impervious area within project (paved, roof, etc). ^{3.44} _____ acres

Manner of drainage: surface runoff catch basin or inlets storm sewers provided

Drainage is discharged directly to: existing storm sewers, existing combined sewers, receiving waterway (name) _____

If project discharges directly or indirectly into a City combined sewer, the receiving combined sewer does, does not have an overflow.

Overflow discharges to (waterway) ^{Sanitary drainage and ship canal} _____ by means of ^{MWRD sewer} _____

If connection to District interceptor is involved, indicate project distance to nearest City sewer: ⁶⁵⁰ _____ ft

Location ^{Pershing Road, west of Damen Avenue} _____

8. BUILDING INFORMATION

a. Type of construction: Residential , Commercial , Light Industrial Manufacturing , Recreational , other _____

b. Residential: no. of buildings ⁰ _____ ; Total no. of dwelling units _____ ; Est. total population _____

c. Non-residential: Describe use of building ^{Asphalt plant} _____

Product manufactured or process used: ^{Asphalt} _____

Number of buildings² _____ ; Estimated no. of employees³ _____ ; Estimated water usage ^{bottled water only} _____ gpd

Percent of usage discharged as waste ^{none, portable toilets} _____ gpd; Population equivalent (if based on BOD, use IPCB basis) _____ gpd

9. WASTES DISCHARGED

Wastes discharged will consist of: domestic sewage only ; commercial waste ; industrial waste

If commercial waste is discharged, indicate method of control being provided:

Indicate if control is provided: inside building , outside . Industrial waste is is not produced by the intended use of building.

(Unless permitted under the special conditions, discharge of industrial waste is prohibited.)

If industrial waste is produced, submit **Schedule E**; indicate method of disposal: _____

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GENERAL CONDITIONS

1. **Adequacy of Design.** The schedules, plans, specifications and all other data and documents submitted for this authorization are made a part hereof. The authorization shall not relieve the Design Engineer of the sole responsibility for the adequacy of the design. The issuance of this authorization shall not be construed as approval of the concept or construction details of the proposed facilities and shall not absolve the Applicant or Design Engineer of their respective responsibilities.
2. **Joint Construction and Operation Permits.** Unless otherwise stated by the Special Conditions, the issuance of this authorization shall be a joint construction and operation authorization, provided there is compliance with all General and Special Conditions. Non-compliance shall be cause to issue a violation.
3. **Allowable Discharges.** Discharges into the sanitary sewer system constructed under this authorization shall consist of sanitary sewage only. Unless otherwise stated by the Special Conditions, there shall be no discharge of industrial wastes under this authorization. Stormwater shall not be permitted to enter the sanitary sewer system. Without limiting the general prohibition of the previous sentence, roof and footing drains shall not be connected to the sanitary sewer system.
4. **Construction Inspection.** All sewer construction shall be inspected and approved by a Registered Professional Engineer acting on behalf of the Owner of the project, or by a duly authorized and competent representative of the Professional Engineer. No sewer trenches shall be backfilled except as authorized by the Professional Engineer after having inspected and approved the sewer installation.
5. **Maintenance.** The sewer connections, lines, systems or facilities constructed hereunder, or serving the facilities constructed hereunder, shall be properly maintained and operated at all times in accordance with all applicable requirements. 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, unless the District has authorized assignment of the authorization.
6. **Indemnification.** The Owner shall be solely responsible for and shall defend, indemnify and hold harmless the Metropolitan Water Reclamation District of Greater Chicago ("District", "MWRD", or "MWRDGC") and its Commissioners, officers, employees, servants, and agents from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District and its Commissioners, officers, employees, servants, or agents and arise out of or are in any way related to the issuance of this authorization. Without limiting the generality of the preceding sentence, the provisions of this paragraph shall extend to indemnify and hold harmless the District and its Commissioners, officers, employees, servants, and agents from any claims or damages arising out of or in connection with the termination or revocation of this authorization.
7. **Third Parties.** This authorization does not grant the right or authority to the Owner: (a) to construct or encroach upon any lands of the District or of any other parties, (b) to construct or encroach upon the territorial boundaries of any units of local government within the District, (c) to connect to or discharge into or be served by (directly or indirectly) any sewer or sewer system owned or operated by third parties.
8. **Costs.** It is expressly stipulated and clearly understood that the sewerage system or facilities for which the authorization is issued shall be constructed, operated and maintained at no cost to the District.
9. **Other Construction.** The District reserves the right, privilege and authority to permit others to reconstruct, change, alter and replace all sewers and appurtenances thereto at the point of connection of any sewerage system to a District interceptor and/or in public right-of-ways of District easements, and to introduce additional sewage flow through this connection into the intercepting sewer of said District.
10. **Change of Use.** The Owner or occupant of any building served under this authorization shall not cause, or permit, a change of use of the building to a use other than that indicated in this Authorization without first having obtained a written permission of the Executive Director of the District.
11. **Interceptors Overloading.** The District hereby serves notice that its interceptors may flow full and may surcharge, and flooding of the proposed system may occur. The Owner agrees that the proposed systems shall be constructed, operated and maintained at the sole risk of the Owner.
12. **Transferability.** This authorization may not be assigned or transferred without the written consent of the Executive Director of the District. However, a Sole Permittee may be required to assign or transfer the Permit when divesting itself of ownership to a third-party and should notify the District prior to such divestment so that the District may determine whether assignment to the new Owner is necessary.
13. **Termination.** The District has the right to enforce or revoke an authorization as outlined in Article 12 of the Watershed Management Ordinance. It is understood and agreed that in the event the Owner shall default on or fail to perform or carry out any of the covenants, conditions and provisions of this authorization and such default or violation shall continue for sixty (60) days after receipt of notice thereof in writing given by the Executive Director of the District, then it shall be lawful for the District at or after the expiration of said sixty (60) days to declare said authorization terminated. The Owner agrees that immediately upon receipt of written notice of such termination it will stop all operations, discontinue any discharges and disconnect the sewerage system or facilities constructed under this authorization. If the Owner fails to do so, the District shall have the right to disconnect said system. The Owner hereby agrees to pay for any costs incurred by the District for said disconnection.
14. **Rights and Remedies.** The various rights and remedies of the District contained in this authorization shall be construed as cumulative, and no one of them shall be construed as exclusive of any one or more of the others or exclusive of any other rights or remedies allowed by applicable rules, regulations, ordinances and laws. An election by the District to enforce any one or more of its rights or remedies shall not be construed as a waiver of the rights of the District to pursue any other rights or remedies provided under the terms and provisions of this authorization or under any applicable rules, regulations, ordinances or laws.
15. **Expiration.** This authorization shall expire if construction has not started within one (1) year from the date of issue. Construction under an expired authorization is deemed construction without an authorization. All construction under this authorization, shall be completed within two (2) years after start of construction. If conditions so warrant, an extension may be granted. For publicly financed projects (e.g. special assessments) the one (1) year period indicated will be considered from the date of final court action.
16. **Revocation.** In issuing this authorization, the District has relied upon the statements and representations made by the Owner or his agent. Any incorrect statements or representations shall be cause for revocation of this authorization, and all the rights of the Owner hereunder shall immediately become null and void.
17. **Advance Notice.** Prior to commencement of construction under this authorization, the Owner shall give the District an advance notice of at least

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two working days. When advance notice is given, the Owner shall indicate the authorization number and location.

- 18. **Compliance with Plans and Specifications.** All construction shall be in accordance with the plans and specifications submitted for this authorization and made a part hereof. No changes in, or deviation from the plans and specifications which affect capacity, maintenance, design requirements, service area or the requirements hereof shall be permitted unless revised plans shall have been submitted to, and approved by, the District. The authorization together with a set of the plans and specifications (revised plans and specifications, if any) shall be kept on the job site at all times during construction and until final inspection and approval by the District.
- 19. **Testing and Approval.** All construction under this authorization shall be subject to inspection, testing and approval by the District. All testing shall be made, or caused to be made, by the Owner at no cost to the District and in the presence of the District representative. Upon satisfactory completion of construction, the Owner shall submit, or cause to be submitted, a completion certificate and request for approval on the form prescribed by the District. No sewer or other facilities shall be put in service until all the conditions of the authorization have been satisfactorily met.
- 20. **Record Drawings.** Within thirty (30) days after final inspection and approval by the District, the Owner shall furnish, or cause to be furnished to the District, a set of Record drawings, or a statement that the project was constructed in accordance with the original plans and specifications.
- 21. **Compliance with Rules and Regulations.** The Owner hereby expressly assumes all responsibilities for meeting the requirements of all applicable rules, regulations, ordinances and laws of local, state and federal authorities. Issuance of this authorization shall not constitute a waiver of any applicable requirements.
- 22. **Severability.** The provisions of this authorization are severable, and if any provision of this authorization, or the application of any provision of this authorization, is held invalid, the remaining provisions of this authorization shall continue in full force and effect.
- 23. **Property Rights.** This authorization does not convey any property rights of any sort, or any exclusive privilege.
- 24. **Conflict with Other Conditions.** In the case of conflict between these General Conditions and any other condition(s) in this authorization, the more stringent condition(s) shall govern.

CERTIFICATE BY PROJECT ENGINEER

I hereby certify that the project described herein has been designed in accordance with the requirements set forth in this application and all applicable ordinances, rules, regulations of local, state and federal laws and design criteria of the authorities having jurisdiction; that construction of the project will be in compliance with the data and plans submitted with this application; that approval will be obtained prior to making any changes that would affect capacity, maintenance, design requirements, service area or the conditions thereof.



Engineering Firm SPACECO, Inc Telephone (847) 696-4080
 Address 3575 W. Higgins Road, Suite 700 City Rosemont Zip 60018
 Signature [Signature]
 Name and Title Piotr Bator, Senior Project Manager Date 6-12-17

CERTIFICATE BY APPLICANTS

I have read and thoroughly understand the conditions and requirements of this authorization, and agree to conform to the conditions thereof and other applicable requirements of the District and the City of Chicago. It is understood that construction hereunder, after the Authorization is granted, shall constitute acceptance by the applicant of any special conditions that may be placed hereon by the District. It is further understood that this application shall not constitute an authorization to connect until it is approved, signed and returned by the Director of Engineering of the District.

Title to Premises is held in Land Trust: Yes , No ; if yes, disclosure of beneficiaries is required.

Owner I & B Limited Telephone (773) 254-3644
 Address 4450 S. Morgan Street City Chicago Zip 60609
 Signature [Signature]
 Name and Title Michael Tadin, President Date _____

REVIEW AND APPROVAL BY THE CITY OF CHICAGO

BUREAU OF SEWERS Signature [Signature] Date 06-13-2017
 Name & Title Andrew J. Billing, PE, Lead Stormwater Reviewer
Mackie Consultants, LLC, consultant to City of Chicago

SPECIAL CONDITIONS: This Authorization is issued subject to the General Conditions hereof and to the following Special Conditions:

REVIEW AND APPROVAL FOR ISSUANCE BY THE DISTRICT

REVIEWED BY (Local Sewer Systems): [Signature] Date 9-18-2017
 APPROVED FOR ISSUE BY: (Director of Engineering): [Signature] Date 9-18-2017