



CITY OF FRANKLIN
STORMWATER MANAGEMENT & GRADING PERMIT (SWG)

SWG _____ - _____

STEP 1: COMPLETED PERMIT APPLICATION – INCOMPLETE PERMITS WILL NOT BE ISSUED.

SITE /PROJECT INFO:		COF #		Plan Approval:	
Property Subdivision/Section/Rev/Lot #:		Size of Site (ac):	Acres Disturbed:	Proposed Impervious Sq Ft:	
Street Address or Location:		LTMP Contract #		Date Recorded:	
Control Map & Parcel #:		Start & End Date:		MS4 Jurisdiction: City of Franklin, TN	
Latitude & Longitude (dd.dddd):		Site Activity Description:			
TDEC LEVEL 1 CERTIFIED INSPECTOR:	PHONE:	EMAIL:		CERTIFICATION EXPIRES:	

STATE WATER PERMITS RELATED INFORMATION:			
Topographic map shows dotted or solid blue lines?		Wetlands on or adjacent to the construction site? If so:	
RECEIVING WATERS:		ATTACH WETLANDS DELINEATION REPOT	
NPDES PERMIT #:		ARAP PERMIT #.:	
THE FOLLOWING ITEMS MUST HAVE BEEN SUBMITTED TO IDT DURING THE PLAN REVIEW PROCESS:			
SWPPP CHECKLIST	ISSUED SWPPP	ISSUED ARAP	APPROVED LTMP

SITE OWNER OR DEVELOPER CERTIFICATION (Primary Permittee: person, company, or legal entity that has operational or design control over construction plans and specifications) (must be signed by president, vice-president or equivalent, or ranking elected official)			
I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury. It is acknowledge that I shall be responsible for ensuring that all EPSC requirements as set forth in FMC Title 23 and the TN CGP are being followed onsite and that I am responsible for these requirements until a Notice of Termination is authorized by the City of Franklin or the City of Franklin authorizes a Notice of Transfer for 100% of the permit. I understand that these requirements will be inspected and enforced by the City of Franklin and failure to comply may result in the issuance of a "stop work order" and/or other penalties as specified in City of Franklin Municipal Code.			
Owner or Developer Company name (Print or Type):			
Owner or Developer Name (Print or Type)		Signature	
		Date	
Mailing Address:		City:	State: Zip:
Phone:		Email:	

FEES: TO BE SUPPLIED BY CITY STAFF						
FEE DESCRIPTION:	AMT	UNIT	RATE	TOTAL	DATE PAID	INITIAL
GRADING PERMIT FEE	1	EA				
GRADING & DRAINAGE PLAN REVIEW	1	EA				
DRAINAGE INSPECTION: (Min \$1,000) Includes:						
			STORM PIPE & DITCH WORK, \$1/LF DETENTION POND: \$1/100 CY			
ROADWAY INSPECTION (Min \$1,000)		LF				
EPSC INSPECTION FEE (Min \$1,000) *acres disturbed		AC				
ELECTRONIC RECORDING FEE	1	EA	\$80			
TOTAL STORMWATER / GRADING PERMIT FEES:						

SWG Permit Application Approved By: _____ **Date:** _____

SITE / PROJECT NAME: _____ SWG _____ - _____

STEP 2: PRE-CONSTRUCTION SITE INSPECTION: CITY INSPECTOR: _____

The contractor shall bring the following items to the Pre-Construction Meeting. Note: All items listed below must be kept on site at all times during construction:

- Completed and signed Permit form with fees paid (2 copies)
- Copy of Approved, Recorded Long Term Maintenance Agreement, Plan & Form
- Completed Contractor(s) Certification below
- Stamped and Approved Grading Plans
- NPDES Stormwater Pollution Prevention Plan (SWPPP) (ONLY APPLIES FOR DISTURBANCE OVER ONE ACRE)

CONTRACTOR(S) CERTIFICATION (must be signed by president, vice-president or equivalent, or ranking elected official) (Secondary Permittee)			
I certify under penalty of law that I have reviewed this document, any attachments, and the SWPPP referenced above. Based on my inquiry of the construction site owner/developer identified above and/or my inquiry of the person directly responsible for assembling this Stormwater Plan, Grading Plan, Long Term Maintenance Agreement and SWPPP, I believe the information submitted is accurate. I am aware that this Permit, if approved, makes the above-described construction activity subject to all provision of the Franklin Stormwater Management Ordinance and Franklin Municipal Code, and that certain of my activities on-site are thereby regulated. I agree to contact the City for a Pre-Construction meeting per FMC 23-106 prior to starting any work onsite and have reviewed all info listed on the instruction sheet regarding the PreCon.			
Contractor Company name (Print or Type):			
Contractor signatory (print/type): (V.P. level or higher):		Signature:	Date:
Mailing Address:		City:	State: Zip:
Phone:		Email:	

** Permit expires 1 year from date issued. Applicant MUST contact Engineering to have the permit extended PRIOR to expiration**
****CONTRACTOR MUST CONTACT STORMWATER INSPECTOR TO CLOSE OUT PERMIT AT END OF CONSTRUCTION BY COMPLETING A "NOTICE OF TERMINATION" FORM***

CONTRACTOR SHALL INSTALL THE FOLLOWING AS SHOWN ON THE APPROVED CONSTRUCTION PLANS <i>(THE CONTRACTOR IS NOT AUTHORIZED TO START ANY GRADING ACTIVITY UNTIL APPROVAL FROM CITY INSPECTORS):</i>	
	Silt Fence or other Sediment Barriers (These BMPs shall be installed properly along topographical contours downslope of the area to be disturbed prior to any grading, clearing and/or any other construction activity. Erosion and sediment control measures shall be designed to control the rainfall and runoff from a 5 year, 24 hour storm, as a minimum.)
	Temporary Stone Construction Entrance (Temporary stone construction entrance that conforms to the City of Franklin's Stormwater Ordinance and Best Management Practice Manual within 24 hours of grading commencement or the permit will be revoked. The stone shall be 3 inch in diameter and shall be kept clean by adding stone as needed. It shall be at least 6 inches deep underlain with filter fabric and 20 feet wide.)
	Inlet Protection (Where applicable, approved inlet protections for nearby storm sewer curb and drop inlets have been installed.)
	Water Quality Buffer Signs (Where applicable, Water Quality Buffer Signs shall be installed as shown on the approved EPSC plans)
	Tree Protection Fencing (Where applicable, tree protection fencing has been installed as shown on the approved construction drawings.)

Following the installation of the above referenced items the Contractor shall schedule a Pre-Construction Site inspection with City of Franklin Inspectors by calling the following number: 615-791-3218.

CITY INSPECTOR'S SIGNATURE: _____ DATE: _____

CONTRACTOR'S SIGNATURE: _____ DATE: _____

LONG TERM MAINTENANCE PLAN (LTMP) AND AGREEMENT

(project name/subdivision/section, lot #)

**CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE**

MAP & PARCEL #:

COF #:

LAT/LONG:

PREPARED BY & CONTACT INFO:

OWNER'S CONTACT INFO:	
Name & Company:	
Address:	
Phone:	Email:
<i>*Owner shall submit Annual Inspection Reports to the City of Franklin's Engineering Dept. no later than July 1st of each year</i>	

STORMWATER SYSTEM FEATURES LOCATED ON SITE:		
Urban Bioretention/Rain Gardens	Infiltration Trenches	Dry Ponds
Water Quality Swales	Grass Swales	Wet Ponds
Oil Grit Separator/Water Quality Unit	Riparian Buffers	Wetland
Permeable Pavers/Concrete	Green Roof	Storm Sewer
Underground Detention	Other	

IMPERVIOUS SQ. FT.	
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ALL OF THE FOLLOWING DOCUMENTS SHALL BE ATTACHED AND INCLUDED WITH THIS FORM:
<p>Location Map</p> <p>Stormwater Features Location Sheet: include detailed exhibits of the BMP's and a site map showing the location of all BMP's and stream buffers: CLEARLY LABELED</p> <p>Oil Grit Separator/Water Quality Unit 2 year maintenance agreement</p> <p>Maintenance narrative & description of each BMP to be inspected</p> <p>BMP inspection and maintenance form for each BMP located on site</p>

AS-BUILTS:
Upon completion of the site construction, as-built drawings of the stormwater controls will be provided to the City of Franklin Engineering Department for verification.

MAINTENANCE AGREEMENT
A copy of the inspection and Maintenance Agreement of Private Stormwater Management Facilities shall be completed, notarized and recorded in the Land Records of the County of Williamson, Tennessee with the document.

ACCESS
As agreed to with the Inspection and Maintenance Agreement, the owner shall grant to the City of Franklin or its agent or contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operation, installing, constructing, reconstructing, maintain, or repairing the facility.

WASTE DISPOSAL:
Trash and debris collected from the stormwater sewer system shall be properly disposed with a licensed sanitation company. All sediment and debris shall be disposed at a licensed landfill in accordance with all local, state, and federal laws. If any sediment is believed to be contaminate, the Tennessee Department of Environment and Conservation (TDEC)-Division of Water Pollution Control should be contacted at (615)-532-0625.

CERTIFICATION:		
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.		
PRINT NAME:	SIGNATURE:	DATE:

INSPECTION AND MAINTENANCE AGREEMENT OF PRIVATE STORMWATER MANAGEMENT FACILITIES

COF CONTRACT NUMBER: _____ - _____ **SWG PERMIT # SWG -** _____ - _____

COF # _____ **MAP & PARCEL NO.:** _____

PROJECT NAME: _____

PROJECT ADDRESS: _____

THIS AGREEMENT, made this ____ day of _____, 20____, by and between _____ hereinafter referred to as the "OWNER(S)" of the referenced property and City of Franklin, Tennessee, hereinafter referred to as the "CITY",

WITNESSETH

WE, the OWNER(S), with full authority to execute deeds, mortgages, other covenants, all rights, titles, and interests in the property described above, do hereby covenant with the CITY and agree as follows:

1. The OWNER(S) covenant and agree with the CITY that OWNER(S) shall provide for adequate long term maintenance and continuation of the stormwater control measures described in the Long Term Maintenance Plan and shown in the location map, deed of easement drawing or plat attached hereto to ensure that the facilities, are and remain in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. The OWNER(S) shall perform preventative maintenance activities at intervals described in the schedule included in the Long Term Maintenance Plan with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
2. The OWNER(S) shall submit to the CITY an annual report by July 1st of each year. The report will include the Long Term Maintenance Plan that document inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct the system and the state of control measures.
3. The OWNER(S) shall grant to the CITY or its agent or contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facility.
4. The OWNER(S) shall grant to the CITY the necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the facility for the CITY or its agent and contractor in accordance with the Stormwater Management Ordinance. The OWNER(S) agree that should maintenance not be properly performed, after due notice, the CITY may order the work performed. The OWNER(S) shall reimburse the CITY upon demand the costs incurred and any enforcement action costs according to the Stormwater Management Ordinance and is due upon receipt.
5. The CITY is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the CITY.
6. If the OWNER fails to pay the CITY for the above expenses after forty-five (45) days written notice, the OWNER authorizes the CITY to collect said expenses from the OWNER through appropriate legal action and the OWNER shall be liable for the reasonable expenses of collection, court cost, and attorney fees.
7. The OWNER(S) shall indemnify and save the CITY harmless from any and all claims for damages to persons or property arising from OWNER(S) actions or inaction relating to the construction, maintenance, and use of the facility.
8. The Agreement and covenants contained herein shall apply to and bind the OWNER(S) and the OWNER(S)' heirs, executors, successors, and assigns, and shall bind all present and subsequent owners of the property served by the facility.
9. The OWNER(S) shall not be able to modify its responsibilities with respect to this agreement without the CITY's written prior consent. Nothing herein shall be construed to prohibit a transfer by OWNER(S) to subsequent owners and assigns.
10. The OWNER(S) shall record a plat showing and accurately defining the easements for stormwater control facilities. The plat must reference the Instrument Number where this AGREEMENT and attachments are recorded and contain a note that the OWNER(S) is responsible for maintaining the stormwater management facilities.
11. The OWNER(S) shall record this AGREEMENT in the office of the Register of Deeds for the County of Williamson, Tennessee, and the AGREEMENT shall constitute a covenant running with the land, and shall be binding upon the OWNER(S) and the OWNER(S) heirs, administrators, executors, assigns, and any other successors in interest.

FOR THE OWNER(S):

ATTEST:

OWNER NAME: _____

PRINT OWNER NAME: _____

Title

OWNER ADDRESS _____

OWNER ADDRESS _____

PHONE NUMBER _____

STATE OF _____

COUNTY OF _____

Before me, _____ of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be president (or other officer authorized to execute the instrument) of _____, the within named bargainor, a corporation, and that such president or officer as such _____, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as _____.

WITNESS my hand and seal this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

**FOR THE CITY OF FRANKLIN,
DEPARTMENT OF ENGINEERING**

REVIEWED BY:

ATTEST:

_____ Date _____

PREPARED BY:
CITY OF FRANKLIN,
DEPARTMENT OF ENGINEERING
CITY HALL MALL
109 3rd AVENUE SOUTH
FRANKLIN, TN 37064

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, _____ of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledge themselves to be the Stormwater Management Coordinator of the City of Franklin, Tennessee and that as such Stormwater Management Coordinator, being authorized so to do, executed the foregoing instrument of the purposes therein contained.

WITNESS my hand and seal this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

Instructions for the Stormwater & Grading (SWG) Permit & Documents

PURPOSE OF STORMWATER & GRADING PERMIT & LONG TERM MAINTENANCE PLAN & AGREEMENT:

A Completed Stormwater and Grading (SWG) Permit must be submitted to obtain coverage based on Title 23 of City of Franklin Municipal Code for discharges of Stormwater Associated with Construction Activity (permit). Requesting coverage under this permit means that an applicant has obtained and examined a copy of this permit and City of Franklin Municipal Code, and thereby acknowledges applicant's claim of ability to be in compliance with permit terms and conditions. This permit is required for stormwater discharge(s) from construction activities including clearing, grading, filling and excavating (including borrow pits) of one or more acres of land.

WHO MUST SUBMIT THE STORMWATER & GRADING (SWG) PERMIT & DOCUMENTS

All new development and redevelopment under the jurisdiction of Franklin Municipal Code, Title 23 shall be required to obtain a Stormwater Management and/or Grading Permit. All Operators must submit a Stormwater & Grading Permit. "Operator" for the purpose of this permit and in the context of stormwater associated with construction activity means any person associated with a construction project who meets either or both of the following two criteria: (1) The person has operational or design control over construction plans and specifications, including the ability to make modifications to those plans and specifications. This person is typically the owner or developer of the project or a portion of the project (e.g. subsequent builder), or the person that is the current land owner of the construction site. This person is considered the primary permittee; or (2) The person has day-to-day operational control of those activities at a project which are necessary to ensure compliance with SWPPP for the site or other permit conditions. This person is typically a contractor or a commercial builder who is hired by the primary permittee, and is considered a secondary permittee.

COMPLETING THIS FORM

Type or print clearly, using ink and not markers or pencil. Answer each item or enter "NA," for not applicable, if a particular item does not fit the circumstances or characteristics of your construction site or activity. If you need additional space, attach a separate piece of paper to the Stormwater and Grading Permit. The Stormwater and Grading Permit will be considered incomplete without a permit fee, a map and the SWPPP.

DESCRIBE AND LOCATE THE PROJECT

Use the legal or official name of the construction site. If a construction site lacks street name or route number, give the most accurate geographic information available to describe the location (reference to adjacent highways, roads and structures; e.g. intersection of state highways 70 and 100). Latitude and longitude (expressed in decimal degrees) of the center of the site can be located on USGS quadrangle maps. The quadrangle maps can be obtained at the USGS World Wide Web site: <http://www.usgs.gov/>; latitude and longitude information can be found at numerous other web sites. Provide estimated starting date of clearing activities and completion date of the project, and an estimated of the number of acres of the site on which soil will be disturbed, including borrow areas, fill areas, stockpiles and the total acres. For linear projects, give locations at each end of the construction area.

GIVE NAME OF THE RECEIVING WATERS

Trace the route of stormwater runoff from the construction site and determine the name of the river(s), stream(s), creek(s), wetland(s), lake(s) or any other water course(s) into which the stormwater runoff drains. Note that the receiving water course may or may not be located on the construction site. If the first water body receiving construction site runoff is unnamed ("unnamed tributary"), determine the name of the water body that the unnamed tributary enters.

ARAP PERMIT MAY BE REQUIRED

If your work will disturb or cause alteration of a stream or wetland, you must obtain an appropriate Aquatic Resource Alteration Permit (ARAP). If you have a questions about the ARAP program or permits, contact your local TDEC Environmental Field Office (EFO)

LONG TERM MAINTENANCE PLAN & AGREEMENT

All projects that involve the construction of structural and non-structural **permanent stormwater management practices (BMP's)** require a detailed narrative explanation (Plan) including how and by whom these practices will be maintained and inspected as well as a notarized INSPECTION AND MAINTENANCE AGREEMENT OF PRIVATE STORMWATER MANAGEMENT FACILITIES (Agreement) and a Stormwater Management Plan showing the locations of all BMP's on the site. These documents shall be reviewed and approved, signed and notarized by the City Stormwater Coordinator then recorded together at the Williamson County Register of Deeds office. If your project involves **post construction stormwater quality units or an oil/grit/water separator** you are required to have at least a 2 year inspection and maintenance agreement with some company. This two (2) year agreement must begin at the time of installation of the device and go for 2 years. (at least 2 complete cycles of inspection and maintenance over a two year time frame). **Submit a copy of this agreement with your Long term maintenance plan.**

CITY OF FRANKLIN

UTILITY CONSTRUCTION PERMIT WS - _____ - _____ COF # _____



STEP 1: COMPLETE PERMIT APPLICATION AND SUBMIT TO ENGINEERING ALONG WITH:

- Fees (listed below)
- Original, signed, & notarized Right of Entry Affidavit
- Availability has been requested and/or approved (*must be approved prior to issuance of permit*)
- Grading permit completed (If disturbing 5,000 ft or more)
- 1 Full Sz. copy of signed, stamped Utility plans

SITE INFORMATION:

PROPERTY SUBDIVISION/SECTION/REV/LOT #:		CONTROL MAP & PARCEL #:	
STREET ADDRESS OR LOCATION:		LATITUDE AND LONGITUDE:	
WATER DISTRICT:	DATE OF APPROVED PLANS:	TYPE OF INSPECTION: Modify Existing Service New System	TYPE(S) OF SERVICE Water Sewer Reclaim Water
DATE OF APPROVED AVAILABILITY:	SFUE'S & METER SZ'S:		

OWNER INFORMATION:

OWNER NAME:			COMPANY:
ADDRESS:			EMAIL:
CITY:	STATE:	ZIP:	PHONE:

CONTRACTOR INFORMATION:

OWNER NAME:			COMPANY:
ADDRESS:			EMAIL:
CITY:	STATE:	ZIP:	PHONE:

FEEES: MUST BE PAID PRIOR TO PRE-CONSTRUCTION MEETING. *May be paid together or separately.*

FEE DESCRIPTION:	AMT	RATE	TOTAL	DATE PAID:	INITIAL:
WATER PLANS REVIEW		EA \$300	\$		
WATER LINE INSPECTION (<i>Min \$1,000</i>)		LF \$1.25	\$		
SEWER PLANS REVIEW		EA \$300	\$		
SEWER GRAVITY LINE INSPECTION (<i>Min \$1,000</i>)		LF \$2	\$		
SEWER FORCE MAIN INSPECTION (<i>Min \$1,000</i>)		LF \$1.50	\$		
RECLAIM WATER PLAN REVIEW		EA \$300	\$		
RECLAIM WATER INSPECTION (<i>Min \$1,000</i>)		LF \$1.25	\$		
TOTAL UTILITY FEES:			\$		

PERMIT ISSUED BY: _____ DATE: _____

STEP 2: Pre-Construction Site Meeting: Set up and meet with City Water & Sewer Department Inspectors.
 Water & Sewer Department: 615-794-4554. *ALL ITEMS LISTED BELOW MUST BE KEPT ON SITE DURING CONSTRUCTION:*

- Approved, Stamped and Signed Water and/or Sewer Plans. (To be kept on site)
- 2 copies of this signed issued permit & Right of Entry Affidavit (One for site, 1 for City Inspector)
- 2 copies of Materials Sheets & Cut Sheets (if changes are made from approved plans) (One set for the Site, 1 for City Inspector)

INSPECTORS SIGNATURE: _____ DATE: _____

CONTRACTOR'S SIGNATURE: _____ DATE: _____

**CITY OF FRANKLIN, TENNESSEE
RIGHT OF ENTRY**

PROJECT NAME _____ **& COF #** _____

This agreement, entered into this ___ day of _____, 20__ by and between the **CITY OF FRANKLIN, TENNESSEE**, hereinafter called the "City", and, _____, hereinafter called the "Owner", whether one or more.

The *Owner* hereby grants unto the *City* the right to enter upon the following described property located in Franklin, Williamson County, Tennessee;

PROPERTY OWNER: _____

PROPERTY ADDRESS: _____

TAX MAP: _____

PARCEL: _____

said right to entry to the property for the purpose of inspecting, operating and maintaining *City Water*, Sanitary Sewer and Reclaimed Water Infrastructure.

1. The *Owner* agrees to permit the *City and its Contractor(s)* to go upon the described premises as necessary in order to inspect, operating and maintaining *City Water*, Sanitary Sewer and Reclaimed Water Infrastructure.
2. The Right of Entry herein granted shall terminate upon the dedication of all Right-of-Way and easements necessary to inspect, operate and maintain *City Water*, Sanitary Sewer and Reclaimed Water infrastructure. All Right-of-Way and easements shall be recorded at the Williamson County Register of Deeds.
3. It is further understood that no claim for damages for wrongful entry or for trespass shall be made by the *Owner* against the *City* or its Contractor(s)

The *Owner* hereby covenant with said City of Franklin, Tennessee, that I/We are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

WITNESS my hand this _____ day of _____, 20__

OWNERS NAME

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge himself to be the within named bargainer, and that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this _____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires: _____