

CITY OF FRANKLIN STORMWATER MANAGEMENT & GRADING PERMIT (SWG)

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

SITE /PROJECT INFO:	PLANS APPROVED:	COF #
PROPERTY SUBDIVISION/SECTION/REV/LOT #:		
STREET ADDRESS OR LOCATION:		
CONTROL MAP & PARCEL #:		
SIZE OF SITE (AC):	ACRES DISTURBED:	
START & END DATE:	IMPERVIOUS SF:	

PERMITS & REQUIREMENTS:				
NPDES PERMIT?	NO	YES →	PERMIT #	DATE ISSUED:
ARAP PERMIT?	NO	YES →	PERMIT #	DATE ISSUED:
WORK IN FLOODPLAIN	NO	YES →	PERMIT #	DATE ISSUED:
WORK IN TDOT ROW?	NO	YES →	PERMIT #	DATE ISSUED:
OFFSITE WORK?	NO	YES →	<i>*if yes, easements/agreements must be submitted to engineering</i>	
COF EASEMENTS?	NO	YES →		

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 acknowledged 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	TOTALS
PERMIT FEE	1	EA	\$100	
GRADING & DRAINAGE PLAN REVIEW	1	EA	\$600	
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	\$100	
DATE PAID:	INITIAL:	TOTAL FEES:		

TO BE COMPLETED BY STAFF:		
SWG PERMIT APP APPROVED BY:		DATE:
SWG PERMIT #	COF CONTRACT #	QLP FEE PAID:

SITE / PROJECT NAME: _____ SWG _____

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

THESE ITEMS MUST BE ON SITE FOR THE PRE-CONSTRUCTION MEETING & STAY ON SITE DURING CONSTRUCTION:	
	Completed and signed Permit form with fees paid (2 copies)
	Copy of Recorded Long-Term Maintenance Agreement, Plan & Form
	City Stamped and Approved Grading Plans
	NPDES Stormwater Pollution Prevention Plan (SWPPP) & NOI
	Copy of other Issued Permits (if applicable)

CONTRACTOR(S) CERTIFICATION (must be signed by president, vice-president or equivalent) (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 Representative (print/type): (V.P. level or higher):		Signature:	Date:
Mailing Address:		City:	State: Zip:
Phone:		Email:	

TDEC Level 1 Certified Inspector:	Phone:	Email:	Certification Expires:
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****CONTRACTOR MUST CONTACT STORMWATER INSPECTOR TO CLOSE OUT PERMIT AT THE END OF CONSTRUCTION BY COMPLETING A "NOTICE OF TERMINATION" FORM***

CONTRACTOR SHALL INSTALL THE FOLLOWING AS SHOWN ON THE APPROVED CONSTRUCTION PLANS THEN schedule a Pre-Construction Site inspection with assigned City of Franklin Stormwater Inspector.
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.)

NO GRADING ACTIVITY UNTIL SIGNED BY CITY INSPECTORS BELOW:

TO BE SIGNED AT PRE-CON:	DATE OF PRE-CON:
CITY INSPECTOR'S SIGNATURE	
CONTRACTOR'S SIGNATURE	

INSPECTION AND MAINTENANCE AGREEMENT OF PRIVATE STORMWATER MANAGEMENT FACILITIES

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

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",

Being all or a portion of the land acquired by (name) _____, by (deed type) _____ from (name) _____, dated _____, of record in Book # _____, Page # _____, Register's Office of Williamson County, Tennessee.

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 the OWNER(S) shall provide for adequate long term maintenance and continuation of all features and infrastructure that capture, convey, treat or detain stormwater located onsite. This shall be further described and shown in the Long-Term Maintenance Plan, attached hereto as Exhibit A, 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 SIGNATURE: _____

PRINT OWNER NAME: _____ TITLE: _____

OWNER ADDRESS _____

OWNER PHONE & EMAIL: _____

OWNER NOTARY:

STATE OF _____ COUNTY OF _____

Before me, _____ (notary) of the state and county mentioned, personally appeared _____ (owner name), 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 _____ (company name), the within named bargainor, a corporation, and that such president or officer as such _____ (title), executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as _____ (company name).



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

NOTARY PUBLIC My Commission Expires: _____

PREPARED BY: **CITY OF FRANKLIN, DEPARTMENT OF ENGINEERING**

ATTEST: _____ Date _____

CITY OF FRANKLIN, DEPARTMENT OF ENGINEERING
109 3rd AVENUE SOUTH, FRANKLIN, TN 37064

CITY NOTARY:

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.