

TOWN OF LOS ALTOS HILLS

26379 Fremont Road
 Los Altos Hills, CA 94022
 Phone: (650) 941-7222
 www.losaltoshills.ca.gov

RECEIVED

JUN - 4 2019



TOWN OF LOS ALTOS HILLS Application for Project Review

Rev. 01/16/16

1. PROPERTY DESCRIPTION:

•• Please print or type ••

Street Address <i>Near 499 Edith Ave</i>		Is there a gate on the property? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Lot(s) Number	Tract or Parcel Map Number	Please Check One: Sewer <input type="checkbox"/> Septic <input type="checkbox"/>	
Assessor's Parcel Number	Gross Acreage	Net Acreage	

2. PROJECT DESCRIPTION:

Description of project i.e. new residence, addition, etc.
Telecom Small Cells - 3 sites on PG&E utility poles

3. PROPERTY OWNER:

Name of Legal Owner <i>Pacific Gas & Electric PG&E</i>			
Mailing Address <i>245 Market St, San Francisco CA</i>			Zip <i>94105</i>
Home Phone <i>1-650-515-9942</i>	Cell Phone	E-mail Address <i>jica@pge.com</i>	
Representative's Name <i>Ivan Toews</i>	Phone <i>(408)-220-3448</i>	E-mail Address <i>i.toews@sure-site.com</i>	
Mailing Address <i>2033 Gateway Place, 6th Floor San Jose CA</i>			Zip <i>95110</i>

4. FEES AND DEPOSITS:

For Office Use

Planner will complete this section. Fees and deposits, payable to the Town of Los Altos Hills, are required to process all Planning applications.

	Fee	Deposit
Geologist:		
Zoning:	<i>435</i>	<i>2041</i>
Site Development:		
MISCELLANEOUS:		
<i>pre-APP</i> :	<i>905</i>	

7 2881

Receipt # <i>R1861</i>
File # <i>SD19-0033</i>
Date: <i>6-4-19</i>

5. SIGNATURE OF OWNER(S) OR AGENT:

(Please note: Agent requires letter of authorization from owner)

I, the undersigned owner or authorized agent of the property described above, hereby make an application for the purposes set forth above in accordance with the provisions of the City Ordinances, and I hereby certify that the information given is true and correct and to the best of my knowledge and belief.

Signature <i>[Handwritten Signature]</i>	Date <i>6/5/19</i>
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****PLEASE COMPLETE, SIGN AND RETURN WITH YOUR APPLICATION****

The person responsible for payment of application charges must sign.

COST REIMBURSEMENT AND HOLD HARMLESS AGREEMENT

Applicant executes this Cost Reimbursement and Hold Harmless Agreement in conjunction with the attached application to the Town of Los Altos Hills for (location of property):

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned Applicant agrees as follows:

- 1. Processing Costs.** Applicant assumes full responsibility for all costs incurred by the Town in processing this application including, but not limited to, charges for outside consultants such as the Town's consulting engineer, the Town Geologist and the City Attorney, among others. Applicant agrees to pay all personnel costs, consulting costs, overhead costs of the City Attorney, and other costs that are directly or indirectly related to the review and processing necessary for the subject project, even if the application is withdrawn, not approved, approved subject to conditions, or modified on approval.

Examples of such billable costs include the following:

- informal meetings
- formal meetings
- posting
- neighbor inquiries
- report preparation
- noticing
- permit issuance
- site visits
- scheduling
- action letters
- counter or telephone explanations
- consultant review of issues and documents
- consultant preparation of documents
- condition enforcement
- referral inquiries
- actions related to violations

The list above is not intended to be complete. Charges for Town professional staff and consultant time spent processing this application will be based on an hourly rate and costs necessary to process the application will be billed directly to the Applicant. Consultant charges are based on actual costs plus a ten percent (10%) Town overhead charge. Applicant agrees that no final building permit will be granted for the project, and no final inspection will occur until all costs are paid.

- 2. Change in Applicant's Interest.** Applicant must provide written notice to the Town's Planning Director in the event there is a change in Applicant's interest in the property or project, or a change in the billing contact person for said project. Said notice must be mailed first class, postage paid, certified mail to:

Planning Director
Town of Los Altos Hills
26379 Fremont Road
Los Altos Hills, California 94022

Applicant hereby understands and agrees that the costs incurred by the City Attorney for review and processing of the proposed project are attributable to the project and may not be assigned without the prior written consent of the Town. Applicant understands that he or she is responsible for payment of the costs involved with this application even if property or project is sold or assigned to other parties. If payment responsibility is to be assumed by another party, it is Applicant's responsibility to ensure that that party executes a new agreement.

3. **Deposit.** Applicant agrees to make an initial deposit in the amount stated on the Application for Project Review. The deposit will be applied toward the costs described in Section 1 of this Agreement. The Town reserves the right to request an additional deposit from Applicant, should the City Attorney incur additional costs or if costs exceed the amount on deposit.

If Applicant's deposit is reduced to less than 30 percent of the original deposit amount, Applicant must increase the deposit to its initial amount within 10 calendar days after Town has sent Applicant notice to increase the deposit. If Applicant's deposit remains at or below 30 percent of the original deposit more than 10 calendar days after such notice has been sent to Applicant, the Town will stop all processing of the application including but not limited to inspections, and will withhold any permits, except as necessary to meet statutory deadlines for action on the project.

If ongoing costs ever exceed the deposit, Applicant will be billed for the additional charges at actual cost plus a 15% administrative charge, payment of which is due immediately upon receipt of invoice.

4. **Project Completion.** After deduction of the final costs, any unused portion of the deposit will be returned to Applicant without interest. Applicant's deposit account will not be closed until:
 - a. *Subdivisions* – the final maintenance bond is released by the Town or when all conditions of approval are fulfilled, whichever is later (the deposit may be reduced for subdivisions when a maintenance surety is placed with the Town).
 - b. *All other applications* – the Town issues final building inspection clearance, or when work for which the permit was issued is satisfactorily completed.
 - c. *If application is denied* – the appeal period has ended or processing of the appeal is completed.
 - d. *If application is withdrawn* – completion of any remaining staff work on the application.

Any refund of amounts deposited shall be made in the name of Applicant, to the address noted for billing information.

5. **Billing Information.** Following are the name and current address of the person to be billed for costs related to processing of the attached application:

PRINT NAME: Ericsson Inc.
SIGNATURE: Christopher Johnson - Site Ac. Manager
ADDRESS: 6140 Stoneridge Mall Rd Suite 350
PHONE: 720-317-7282

6. **Hold Harmless and Release.** APPLICANT AGREES TO HOLD THE TOWN HARMLESS FOR ALL COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES INCURRED BY THE TOWN, IN CONNECTION WITH THE TOWN'S DEFENSE IN ANY PROCEEDING BROUGHT IN ANY STATE OR FEDERAL COURT CHALLENGING THE TOWN'S ACTIONS WITH RESPECT TO THE APPLICANT'S PROJECT. APPLICANT HEREBY RELEASES THE TOWN FROM AND AGAINST ALL LIABILITY, EXCEPTING LIABILITY FOR REGULATORY "TAKINGS" UNDER THE FEDERAL OR STATE CONSTITUTIONS, IN CONNECTION WITH THE TOWN'S ACTIONS WITH RESPECT TO THE APPLICANT'S PROJECT.

7. **Execution.** The person executing this agreement as Applicant represents that he or she is authorized to enter into agreement on behalf of the Applicant. If more than one person or entity is named as Applicant for the proposed project, all entities and persons must sign as indicated below.

[Signature] _____
Applicant Signature Date

Property Owner Signature Date
(If different than Applicant)

Ivan Toars - Site Development Specialist
Name and Title

PGE
Name and Title

Additional applicants (if any):

Name Date

Name Date