

\_\_\_\_\_  
ADDRESS / ASSESSOR'S PARCEL NUMBER

**Community Development Department**  
2131 Pear Street, Pinole, CA 94564 [www.pinole.gov](http://www.pinole.gov)  
Phone: (510) 724-8912 Email: [PlanningQuestions@pinole.gov](mailto:PlanningQuestions@pinole.gov)

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## **PLANNING APPLICATION**

### **AUTHORIZATIONS, CERTIFICATIONS, AND INDEMNIFICATION**

By signing this document, the Applicant(s) and Property Owner(s) certify and agree to all of the below regarding the application submitted for the subject property.

#### **OWNER AUTHORIZATION**

The Applicant (inclusive of all applicants if more than one) and Property Owner(s) agree to authorization of the Applicant to act on behalf of the Property Owner to submit and obtain approvals for the application regarding the Subject Property. By signing, the Property Owner affirms and certifies that they are the legal owners of the Subject Property.

\_\_\_\_\_  
APPLICANT SIGNATURE\_\_\_\_\_  
PROPERTY OWNER\_\_\_\_\_  
APPLICANT NAME (PRINTED)\_\_\_\_\_  
PROPERTY OWNER NAME (PRINTED)

#### **INDEMNIFICATION AGREEMENT**

The "Applicant" (inclusive of all applicants if more than one) agrees to defend, indemnify and hold harmless the City of Pinole ("City") and its agents, officers, consultants, independent contractors and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the Project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation and costs for independent defense. The Applicant may agree to reimburse the City for attorney's fees, expenses of litigation and costs for independent defense. Should the City decide to independently defend any Claim, the Applicant(s) shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the Applicant.

\_\_\_\_\_  
APPLICANT SIGNATURE\_\_\_\_\_  
APPLICANT NAME (PRINTED)

**HAZARDOUS WASTE CONSULTATION (FOR DEVELOPMENT PROJECTS)**

The Applicant of any development project is required to consult the State Hazardous Waste and Substance Sites List and indicate whether the Subject Property is located in any listed site, per Government Code Section §65962.5. The CalEPA maintains a list of references at:

<https://calepa.ca.gov/sitecleanup/corteselist/>

If the project site is listed by the State as a hazardous waste or substance site, the applicant must specify the list and fully describe the nature of the attached hazard and potential impacts. The Applicant must check the box below to complete the statement and certify by providing signatures.

*I have been informed by the City of Pinole of my responsibilities pursuant to Section §65962.5 to notify the City as to whether the site for which a development application has been submitted is located within an area which has been listed as the location of a Hazardous Waste or Substance Site by the Office of Planning and Research, State of California.*

- ☐ *The project site is located in an area listed as a Hazardous Waste or Substance Site. The applicant will submit an additional signed Hazardous Waste and Substances Statement described in Government Code Section §65962.5(f)*
- ☐ *The project site is **not** in an area listed as a Hazardous Waste or Substance Site.*

*I declare under the penalty of perjury of the laws of the State of California the foregoing is true and correct, as signed and dated in this application.*

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APPLICANT SIGNATURE

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APPLICANT NAME (PRINTED)