



# TOWN OF MORAGA

## PLANNING DEPARTMENT STANDARD APPLICATION FORM

Date Stamp:

TOWN STAFF	File Number(s):	Project Name:
	Fee/Deposit Amount:	Deposit Account Number:

### APPLICATION FOR (CHECK ALL THAT APPLY):

<input type="checkbox"/> Accessory Dwelling Unit <input type="checkbox"/> Address Memo <input type="checkbox"/> Administrative Design Review <input type="checkbox"/> Certificate of Compliance <input type="checkbox"/> Condo Conversion <input type="checkbox"/> Density Bonus Request <input type="checkbox"/> Design Review Board <input type="checkbox"/> Environmental Review <input type="checkbox"/> Fence Permit <input type="checkbox"/> Film Permit <input type="checkbox"/> General Plan Amendment <input type="checkbox"/> Grading Permit	<input type="checkbox"/> Hillside Development Permit <input type="checkbox"/> Land Use Permit/Conditional Use <input type="checkbox"/> Lot Line Adjustment <input type="checkbox"/> Major Subdivision (5 lots or more) <input type="checkbox"/> Minor Subdivision (4 lots or less) <input type="checkbox"/> MWELO Review <input type="checkbox"/> Permitted Use Determination <input type="checkbox"/> Planned Development <input type="checkbox"/> Pre-Application Meeting <input type="checkbox"/> Rezone / Zoning Text Amendment <input type="checkbox"/> SB330 – Preliminary Application <input type="checkbox"/> SB684 – Preliminary Application	<input type="checkbox"/> SB35 - Streamlined Ministerial DR <input type="checkbox"/> SB9 - Urban Housing Development <input type="checkbox"/> SB9 - Urban Lot Split <input type="checkbox"/> Sign Permit <input type="checkbox"/> Small Cell Site Permit (Wireless) <input type="checkbox"/> Study Session <input type="checkbox"/> Temporary Use and Events <input type="checkbox"/> Tree Removal Permit <input type="checkbox"/> Variance <input type="checkbox"/> Wireless Use Permit <input type="checkbox"/> Other
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PROJECT ADDRESS/LOCATION: \_\_\_\_\_

ASSESSOR'S PARCEL NO.: \_\_\_\_\_ PARCEL SIZE (SQ.FT.): \_\_\_\_\_

ZONING DISTRICT: \_\_\_\_\_ GENERAL PLAN DESIGNATION: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IF NEEDED FOR LARGER PROJECTS, PROVIDE A SEPARATE WRITTEN PROJECT DESCRIPTION AND SUMMARY DESCRIBING THE PROJECT/APPLICATION IN DETAIL**

EXISTING LAND USE: \_\_\_\_\_ PROPOSED LAND USE: \_\_\_\_\_

EXISTING GROSS FLOOR AREA: \_\_\_\_\_ PROPOSED GROSS FLOOR AREA: \_\_\_\_\_

EXISTING IMPERVIOUS SURFACE: \_\_\_\_\_ PROPOSED IMPERVIOUS SURFACE: \_\_\_\_\_

GRADING: (CUBIC YARDS CUT): \_\_\_\_\_ (CUBIC YARDS FILL): \_\_\_\_\_

**APPLICANT INFORMATION:**NAME  
\_\_\_\_\_ADDRESS  
\_\_\_\_\_CITY, STATE, ZIP  
\_\_\_\_\_PHONE  
\_\_\_\_\_EMAIL  
\_\_\_\_\_**PROPERTY OWNER INFORMATION:**NAME  
\_\_\_\_\_ADDRESS  
\_\_\_\_\_CITY, STATE, ZIP  
\_\_\_\_\_PHONE  
\_\_\_\_\_EMAIL  
\_\_\_\_\_**ARCHITECT/DESIGNER:**NAME  
\_\_\_\_\_ADDRESS  
\_\_\_\_\_CITY, STATE, ZIP  
\_\_\_\_\_PHONE  
\_\_\_\_\_EMAIL  
\_\_\_\_\_**CIVIL ENGINEER:**NAME  
\_\_\_\_\_ADDRESS  
\_\_\_\_\_CITY, STATE, ZIP  
\_\_\_\_\_PHONE  
\_\_\_\_\_EMAIL  
\_\_\_\_\_**DEPOSITS FOR PLANNING PROJECTS**

The cost for each application, except those which have a fixed fee, shall be the actual cost incurred by the Town based upon the time spent by staff, work performed by consultants, legal counsel for the Town, materials, incidental expenses such as printing, mailing and CEQA filing fees. The initial deposit specified for the application is based upon the average cost of previous applications; therefore, it may not be sufficient to cover the actual cost incurred in processing a particular project. Additional fees will be required through the processing of the application.

\*All credit card transactions will incur a 4% processing fee

\*A 10% Advanced Planning Surcharge is applied to all Planning's Staff Services and all Flat Fees.

\*No application will be deemed to be submitted, nor shall the application be reviewed or acted on by the Town, until the appropriate fee or deposit is received.

**Applicant/Owner Authorization****CHECK THE APPROPRIATE BOX:**

- ☐ I am the property owner and hereby authorize the filing of this application.  
☐ I am the applicant and am authorized by the owner to file this application.

By signing below the applicant acknowledges the Town of Moraga deposit account system and agrees to pay any additional charges that may be incurred beyond the initial deposit. No application will be deemed to be submitted, nor shall the application be reviewed or acted on by the Town, until such deposit is received.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## Indemnification/Reimbursement Agreement

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### Project Address and description of project (“Project”)

As part of the application for the Project, the applicant and/or property owner (collectively “Applicant”) agree to defend, indemnify, and hold harmless the Town of Moraga, its agents, officers, council members, employees, boards and commissions from any and all claims, actions or proceedings (collectively “Claims”) brought against any of the foregoing individuals or entities, seeking to attack, set aside, void or annul any approval of the application or related decision, or the processing or adoption of any environmental documents or negative declarations which relate to the approval. This indemnification shall include, but is not limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of or in connection with the approval of the application or related decision, whether or not there is concurrent, passive or active negligence on the part of the Town of Moraga, its agents, officers, council members, employees, boards, commissions. If for any reason any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

The Town of Moraga may, but is not obligated to, defend such Claims as the Town of Moraga, in its sole discretion, determines appropriate, all at Applicant’s sole cost and expense. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the Town of Moraga, if any, and costs of suit, attorney’s fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the Applicant, Town of Moraga, and/or parties initiating or bringing such proceeding. If the Applicant is required to defend the Town of Moraga as set forth above, the Town of Moraga shall retain the right to select the counsel who shall defend the Town of Moraga. Per Government Code Section 66474.9, the Town of Moraga shall promptly notify Applicant of any proceeding and shall cooperate fully in the defense. The Financially Responsible Party acknowledges and agrees that additional deposits may be required while the application is processed, in such amounts and at such times as the Town deems necessary to cover the Town’s incurred and projected processing costs including but not limited to environmental studies. Deposit accounts are required to maintain a minimum balance of 20% of the original deposit amount at all times. If your account drops below that threshold, you will be asked to remit the balance due plus the 20% maintenance balance. Failure to maintain your account in this standing will result in a hold placed on the account and work will stop on all project processing until the necessary payment has been remitted. The payment and acceptance of requested deposits does not constitute an approval of permits, entitlements, or authorizations to begin work.

The Financially Responsible Party agrees to be jointly and severally liable with the Property Owner for payment of all fees referenced above. The sale or other disposition of the property does not relieve the Financially Responsible Party of their obligation to maintain a positive balance in the deposit account unless the Town grants prior approval. The Financially Responsible Party agrees to notify the Town in writing prior to any change in ownership or status of any option agreements. The Financially Responsible Party is required to submit a written request for withdrawal of the application or written assumption of the obligations under this agreement signed by the new owner or his/her authorized agent.

Withdrawal or denial of an application does not relieve the Financially Responsible Party of its obligation to pay for costs incurred in connection with this application. The Financially Responsible Party shall be liable for and will pay all costs incurred for the project, up through the date of the written request for application withdrawal or date of approval or denial, whether or not such work is complete and whether or not the costs have previously been billed. Any funds remaining in the account after all associated processing activities have been completed shall be returned to the Financially Responsible Party.

I have read and agree with all of the above.

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Applicant (please print name)

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Applicant signature

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Date

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Property owner name (if different from the applicant)

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Property owner signature (if different from the applicant)

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Date

## Voluntary Architectural Plan Release Authorization

Property Address: \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
I hereby certify that I am the architect/designer of the above referenced project, and in accordance with Section 65103.5 of the Government Code hereby consent and authorize the Town of Moraga to copy and reproduce electronically, in whole or in part, all drawings and all other project materials submitted with this application for the Town's regulatory, administrative, and legal functions, including the inclusion of such materials in agenda packets and the posting of such materials online in advance of the conduct of public hearings. Such materials shall be deemed public records under the California Public Records Act.

Architect Name (printed/typed): \_\_\_\_\_

Signature of Architect: \_\_\_\_\_

Date: \_\_\_\_\_

### Submittal Requirements

Each supplemental application type has its own specific set of required submittals that must be submitted for the project to be deemed complete for processing. Where multiple supplemental applications are involved, the submittal requirements need not be repeated for each application. Please refer to each supplemental application for full submittal requirements, as selected of the first sheet of this Standard Planning Application. The Planning Director may waive some required materials if it is determined that they are not applicable to the project, and/or may require additional materials on a case-by-case basis.

#### All submittals shall include the following:

1. Completed Standard Planning Application
2. Completed Indemnification/Reimbursement Agreement
3. Completed Supplemental Application(s) with all required submittal materials.
4. Appropriate fee or deposit (cash, check, credit card).
5. Deposit (cash, check, credit card). Please have check payable to the Town of Moraga.
6. Voluntary Architectural Plan Release Authorization (Recommended, but optional)
7. Moraga-Orinda Fire District (MOFD) Approval (if applicable)

### California Environmental Quality Act (CEQA)

All projects are subject to review under CEQA. The level of CEQA review required will be determined during the review project or within 30 days after the development project is deemed complete. A detailed environmental review may be required for larger or more complex projects.