

Borough Of Montvale

12 Mercedes Drive
Montvale, NJ 07645
(201) 391-5700

Planning Board Soil Movement Application

Instructions: To be used in connection with all soil movement in excess of 500 cubic yards

Please note: 17 copies of the completed application form must be submitted to the Board Secretary.

Also note: There will be a permit issued upon the approval of this application by the Board.

Fee: This application must be submitted to the Secretary of the Board with a filing fee payable to the Borough of Montvale plus an amount computed per cubic yard as stated in this application and certified on the attached topographical map. See the Planning/Zoning Boards fee schedule.

Escrow Deposit: In addition, there must be posted with the Borough of Montvale, through the Secretary of the Planning Board, an escrow to reimburse the Borough of Montvale on account of services rendered by its professionals and those of the approving authority on account of this application, which fee may be increased from time to time as may be reasonably required.

[Click here for the escrow amount.](#)

Form W9: This form must be completed and submitted with the application. Click on this [link](#) to download, print, and fill out. Upon completion of the soil movement activity and the approval of an as-built plan by the Municipal Engineer, any sums then remaining in the escrow account shall be returned to the applicant.

Name, current address and phone number of the applicant (or tenant):

1a. Name of Applicant: **Gray Capital, LLC**
1b. Street: **1608 Rt. 88, Suite 200**
1c. Town /State/Zipcode: **Brick** **08724**
1d. Phone: **732-965-1961**
1e. Fax:
1f. Email: **tcorrigan@thcgco.com**

If the applicant is represented in this application by a NJ attorney, the attorney's name, firm, address, and phone number must be listed here:

2a. Name of Attorney: **Jerome A. Vogel, Esq.**
2b. Firm: **Jeffer, Hopkinson & Vogel**
2c. Street: **1600 Rt. 208 No.**
1d. Town /State/Zipcode: **Hawthorne** **07507**
1e. Phone: **973-423-0100**
1f. Fax: **973-423-5614**
1g. Email: **jvogel@jhvlaw.com**

Name, current address and phone number of the building owner/landlord:

3a. Name of Landlord/Owner: **Summit Property 1 LLC**
3b. Street: **1608 Rt. 88, Suite 200**
3c. Town /State/Zipcode: **Brick** **08724**
3d. Phone: **732-965-1961**
3e. Fax:
3f. Email: **tcorrigan@thcgco.com**

Name, current address and phone number of soil excavator:

4a. Name of Soil Excavator: **To be determined after site plan and permit approval.**
4b. Street:
4c. Town /State/Zipcode:
4d. Phone:
4e. Fax:
4f. Email:

Name, current address and phone number of soil transporter:

5a. Name of Soil Transporter: **To be determined.**

5b. Street:

5c. Town /State/Zipcode:

New Jersey

5d. Phone:

5e. Fax:

5f. Email:

Name, current address and phone number of licensed NJ Engineer who prepared the cubic yard soil movement calculation:

6a. Name of Engineer: **Steve Napolitano, P.E. c/o SNS Architect & Engineers**

6b. Street: **1 Paragon Dr.**

6c. Town /State/Zipcode: **Montvale**

New Jersey

07645

6d. Phone: **201-573-1787**

6e. Fax: **201-573-0808**

6f. Email: **snapolitano@sns-arch-eng.com**

The site of soil movement:

7a. Block #: **1102** 7b. Lot #: **3**

7c. Street: **100 Summit Avenue**

7d. Proposed commencement date: **To be determined**

7e. Proposed completion date: **To be determined**

7f. The kind and estimated quantity in cubic yards of soil to be moved:

6,060 cubic yards

7g. Reason for soil movement:

Site plan approval for health facility

7h. Full address of where soil will be moved FROM:

100 Summit Avenue, Montvale, NJ 07645

7i. Full address of where soil will be moved TO:

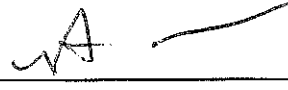
To be determined

7j. Proposed street route of soil movement:

To be determined

7k. Provide a statement as to how the soil movement will affect any trees on the subject property with a diameter of 6 inches or more:

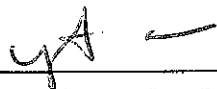
No adverse effect to be accomplished pursuant to site plan approval.

ⓧ 

Signature of Applicant

Yitzchok Rokowsky

Print/Type Applicant Name

ⓧ 

Signature of Owner/Landlord Consenting to Application

Yitzchok Robowsky

Print/Type Owner/Landlord Name

The applicant shall submit 17 copies of a topographical map, prepared, and signed by a licensed NJ Engineer, which shall indicate the existing condition of the site and extending 50' outside the periphery, together with proposed grading and drainage details and soil movement calculations.

A public hearing is required on this matter. Therefore, the applicant must obtain a Certified Property Owners List from the Board Secretary, establishing property owners within 200'. Adequate notice must be published as a Legal Advertisement in a newspaper of general circulation within the Borough and notice of said hearing, in the proper form, must be sent to each of the property owners included on the Certified List. Proof of service and the affidavit of publication must be presented to the Board Attorney, for his review, no later than the time of the hearing.

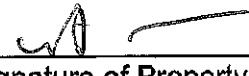
By signature, the applicant and the owner of said lands, signify approval of the application, consent to the application to perform the proposed work, and consent to the Borough of Montvale, in the event of failure of the applicant to do so, to cause the proposed work to be completed or otherwise terminated in keeping with the purpose and objectives of Ordinance #86-816.

ⓧ 

Signature of Applicant

Yitzchok Rokowsky

Print/Type Applicant Name

ⓧ 

Signature of Property Owner
Consenting to Application

Yitzchok Rokowsky

Print/Type Property Owner Name

I certify this to be a true copy of the Major Soil Movement Application, approved by the Planning Board of the Borough of Montvale, at its meeting held on Tuesday,

_____, 20 .

Secretary of the Montvale Planning Board

Notice: Within 30 business days of approval, the applicant or his representative must deliver a copy of this application form (Signed by the Secretary of the Board) to the Montvale Building Department for final processing and to the Police Department with a specific proposal for time, number of trucks, size of trucks, hours and route. Failure to deliver a signed copy within the prescribed time period may result in a denial of a permit and reappearance before the Montvale Planning Board may be required.

ESCROW AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20 22, between _____
Gray Capital, LLC hereinafter referred to as
"Applicant", and the Planning Board of the Borough of Montvale, hereinafter referred to as "Board", and
the Council of the Borough of Montvale, hereinafter referred to as "Borough".

WHEREAS, the Applicant is proceeding under the Zoning Ordinance/Land Development Ordinance for approval of a Soil Movement Permit; and

WHEREAS, the Ordinance requires the Applicant to establish an escrow whereby work required to be performed by professionals employed by the Board will be paid for by the Applicant as required under the provisions of the Ordinance cited above; and

WHEREAS, both parties feel that it is appropriate to reduce this understanding to written form.

WITNESSETH: IT IS mutually agreed between the parties that:

Section 1. Purposes

The Board authorizes its professional staff to review, inspect, report and study all plans, documents, statements, improvements, and provisions made by the Applicant in conforming to the requirements of the Ordinance cited and referred to above. The Board directs its professional staff to make all oral and/or written reports to the Board of its conclusions and findings derived from the review, study, and investigation and like or similar duties performed as elsewhere authorized. The Applicant agrees to pay all reasonable professional fees incurred by the Board for the performance of the duties outlined above.

Section 2. Escrow Established

Applicant, Borough, in accordance with the provisions of this agreement, hereby create an escrow to be established with the Treasurer of the Borough of Montvale and to be maintained in a banking institution or savings and loan association in this State insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State, in an account bearing interest at the minimum rate currently paid by the institution or depository on time or savings deposits.

Section 3. Escrow Funded

Applicant by execution of this agreement shall pay to the Borough, to be deposited in the depository referred to in Section 2, such sums as are required by the Zoning Ordinance/Land Development Ordinance. The applicant shall be notified by the Borough in writing of the name and address of the institution or depository in which the deposit is made and the amount of the deposit. Execution of this agreement by the Borough acknowledges receipt of the sums referred to under this paragraph.

Section 4. Increase in Escrow Fund

If during the existence of this agreement the funds held by the Borough shall be insufficient to cover any voucher or bills submitted by the professional staff and reviewed and approved by the Board, Applicant shall within fourteen (14) days from the date of receipt of written notice deposit additional sums with the Borough to cover the amount of the deficit referred to above. During this period the professional staff shall cease all review activities. The written notice shall be sent by the Treasurer setting forth the amount of the deficit and the member or members of the professional staff to whom the additional sums are due. Unless otherwise shown, receipt shall be presumed to have occurred within three (3) days after mailing.

Section 5. Submission of Vouchers by Professional Staff

The professionals referred to in this agreement, upon the completion of their services or periodically during the performance of their services, shall submit vouchers conforming to the requirements established by the Borough for vouchers of the type and kind referred to under this paragraph. Said vouchers shall include the total of all fees and costs incurred as a result of the services set forth under Section 1 of this agreement and shall contain a brief description of the services including the Block and Lot, and name of application, which have been rendered by the professional concerning the applicant's application.

Section 6. Board Review

The Treasurer shall review all vouchers to determine whether they have been submitted in the appropriate form. If the Treasurer determines that the vouchers are in the appropriate form then the vouchers shall be submitted to the Land Use Administrator for review to determine whether the services have been performed in the manner and to a degree required by this agreement. The Treasurer shall process said vouchers in the same manner and under the same terms as are normally employed for vouchers submitted for work performed on behalf of the Borough. Following the determination by the board that services have been performed properly, the Treasurer shall mail a copy of each approved voucher to the Applicant. At the conclusion of this processing the amounts specified in said vouchers shall be deducted by the Borough from the escrow established pursuant to the agreement.

Section 7. Applicant's Objection

It is expressly agreed to by the Applicant that the right to object to the payment of any voucher is hereby expressly waived unless written notice is received by the Land Use Administrator by certified mail no later than three (3) days prior to the next regularly scheduled Board meeting following the meeting in which the contested voucher of vouchers had been approved. The writing notice shall have accompanying it a copy of each voucher being objected to. The standard of review to be utilized by the Land Use Administrator and Planning Board Chairman in determining whether the payment of any voucher is proper is whether the fees incurred are reasonable and whether the work has been performed properly. It is furthermore understood that the Applicant shall have the right to make periodic inspections of the records maintained by the Borough during normal office hours to determine the status of the escrow account.

Section 8. Interest Allocations

Except as otherwise set forth hereinafter all interest earned on money deposited pursuant to this agreement which shall be held in escrow shall become the property of the Borough as compensation for administrative services rendered in connection with this agreement. An Applicant shall be entitled to payment of interest whenever the Applicant shall have deposited an amount of money in excess of \$5,000.00 and the amount of interest paid on that money shall exceed \$100.00 for the year. If the amount of interest exceeds \$100.00, that entire amount shall belong to the Applicant and shall be refunded by the Borough annually or at the time the deposit is repaid or applied to the purposes for which it was deposited, as the case may be, i.e., for professional services rendered to review applications for development, for municipal inspection fees pursuant to N.J.S.A. 40:55D-53 or to satisfy the guarantee requirements of 40:55D-53.a., however at that time the Borough shall deduct 33 1/3% of the interest for administrative and custodial expenses incurred by the Borough in fulfilling its obligations pursuant to this agreement.

Section 9. Refund

In the event that the escrow sums posted are more than those required, or in the event that the Applicant shall abandon the application, excess funds shall be returned to the Applicant within ONE HUNDRED AND TWENTY(120) days of the issuance of the final certificate of occupancy for the project which is the subject of the application or receipt of written notice of the abandonment of the application. Prior to the issuance of the final certificate of occupancy for any project for which Board approval has been received or upon receipt of written notice of abandonment of an application, the Treasurer shall determine from the professional staff whether there are any additional sums required to be paid from the escrow fund. In the event that there are, monies will be held by the Treasurer until notice is received by the professionals, Environmental Commission, Land Use Administrator and Construction Code Official that work has been completed.

Section 10. Failure to Maintain Escrow Fund

In the event that notice has been sent to the Applicant and the Applicant has failed to pay the increased amount into the escrow fund within the time period set forth in Section 4 then the Board shall cease further consideration of the application or of any other then pending application of the Applicant until the additional sum is given to the Treasurer for deposit into the escrow fund. The Applicant hereby expressly consents to a continuance of the statutorily mandated period for completion of Board review pursuant to the Municipal Land Use Law for a period of forty-five (45) days from the date of the notice from the Land Use Administrator and hereby expressly consents to an automatic rejection of Applicant's application without prejudice and without any further action by the Board if within said period the additional sum has not been given to the Treasurer.

Furthermore, in the event that notice has been sent to the Applicant and the Applicant has failed to pay the increased amount into the escrow fund within the time period set forth in Section 4 and Board review of the application has been completed, the Applicant is hereby placed on notice that the Borough

will not cause certificates of occupancy to be issued and may take such further action including, but not limited to, refusing to perform any and all further inspection, issuance of stop work orders and other relief as may be necessary, including a lien on the subject property.

Section 11. Performance Escrow – Inspections

The provisions of this agreement shall apply to the performance escrow for inspection to be paid to the Borough. The performance escrow shall be posted prior to construction of an onsite, offsite, on-tract or off-tract improvement. The amount of the escrow shall be 10% of the cost of improvements as calculated by the Board's Engineer.

The Applicant hereby agrees that the Board Engineer will be notified in writing forty-eight (48) hours prior to the start of any construction. Failure of the Applicant to provide such notice may result in additional inspection costs.

Section 12. Addresses to which Notices are to be Sent

All notices required by this agreement in writing shall be sent to the following addresses:

Borough of Montvale
Treasurer and Land Use
Administrator
12 Mercedes Drive
Montvale, NJ 07645
201-391-5700

Address of Applicant:

Gray Capital, LLC		
NAME		
1608 Rt. 88, Suite 200		
ADDRESS		
Brick	NJ	08724
MUNICIPALITY	STATE	ZIP CODE
732-965-1961		
TELEPHONE NUMBER		

above.

LAND USE APPLICATION & ESCROW FEE SCHEDULE 2021

6/15/2021 revised

Form	Subdivision			Site Plan			Use Permit	Major Soil Movement	ZBA not involving a variance	ZBA Residential use variance	ZBA Class 2 Use Variance	Site Plan Review Committee Informal Review
	Minor	Major	Minor	Major	Major	Major						
Application Fee Footnote 1 & 2	1 \$1,000	2 \$1,500	3 \$1,000	4 \$800	5 \$1,100	6 \$800	7 \$225	8 \$375	9 \$150	10 \$150	11 \$800	12 \$100
Plus Additional Fee	\$800 per lot	\$300 per lot	\$300 per lot	.02 per sq. ft. of total site NOT TO EXCEED \$2000	.04 per sq. ft. of total site NOT TO EXCEED \$2000	.02 per sq. ft. of total site NOT TO EXCEED \$1000		.10 per cubic yard		\$150 per additional variance	See Footnote #3	\$500
Escrow Deposit	\$2000 per lot	\$2000 per lot	\$2000 per lot	.01 per sq. ft. of total site	\$3000 Escrow Dep. For the first 40,000 sq. ft. of land or part thereof included within the site development. - \$150 per 1,000 sq. ft. of land or part thereof of in excess of 1 acre - \$80 per 100 sq. ft. of the first 30,000 sq. ft. of high floor area or part thereof included within the site development plan. - \$30 per 100 sq. ft. for each sq. ft. of building floor area in excess of 30,000 sq. ft.	\$3000 Escrow Dep. For the first 40,000 sq. ft. of land or part thereof included within the site development. - \$150 per 1,000 sq. ft. of land or part thereof of in excess of 1 acre - \$80 per 100 sq. ft. of the first 30,000 sq. ft. of high floor area or part thereof included within the site development plan. - \$30 per 100 sq. ft. for each sq. ft. of building floor area in excess of 30,000 sq. ft.		\$2,200	\$1,000	\$1,500	\$8,000	
Plus Additional Escrow	\$1500 per new variance	\$1000 per new variance	\$1000 per variance	\$1000 per new variance	\$2000 per new variance	\$1000 per new variance					See Footnote #3	
Signing of Plat, Eject or Deed	\$100 per lot		\$100 per lot	.01 per sq. ft. of total site		.01 per sq. ft. of total site					See Footnote #4	
Environmental Impact Statement Subdivision Fee		\$250			\$250						See Footnote #3	
Property Owners List		The greater of \$10 per Block or .25 per name			The greater of \$10 per Block or .25 per name						The greater of \$10 per Block or .25 per name	
Yarding Changes- Footnote 5	\$250 per new lot		\$250 per new lot			.01 per sq. ft. of total site					See Footnote #3	

Footnote 1 For combined Preliminary and Final Major Site Plan Approval, applicant must submit total fees and escrows posted above in columns # 5 & # 6

Footnote 2 For combined Preliminary and Final Major Subdivision Approval, applicant must submit total fees and escrows posted above in columns # 2 & # 3

Footnote 3 For combined Class D variance application and Subdivision or Site Plan applications, the fees in all applicable columns will apply.

Footnote 4 All informal review fees will be credited to the application fee when a formal application is submitted.

Footnote 5 The fee for tax map changes for an approved final site plan shall apply only to condo and townhouses

Footnote 6 The fees for application and escrows are to be determined by applicant's attorney, engineer or architect. A written break down is subject to confirmation by the Borough Land use Administrator and Borough Engineer.

* \$1000 escrow payable after approval when board requires memorialization of a resolution.