

**TOWNSHIP OF HILLSIDE
NEW JERSEY**

BUILDING & HOUSING DEPARTMENT
JOHN F. KENNEDY PLAZA
LIBERTY & HILLSIDE AVENUES
HILLSIDE, NJ 07205

PERMIT NO. _____

Date: _____

I, _____, **owner/tenant/contractor**, of _____
(NAME) (CIRCLE ONE) (PROPERTY ADDRESS)

located in the Township of Hillside, hereby request permission to place a roll-off dumpster in the driveway or in front of _____ for the purpose of removing debris.

(CIRCLE ONE) (ADDRESS)

I understand the dumpster must be placed as close to the curb as possible, if parked on the street. I also understand that the container must be properly marked in accordance with 27:51-1 of the State Code and have received a copy of same.

The dumpster will be dropped off at the above listed address on _____ and will be removed within 14 days. **(DATE)**

If dumpster will be parked in the street, prior approval from the Traffic Bureau of the Hillside Police Department is required. If parked in the street, a \$1,000.00 retainer fee will be required and refunded less a \$25.00 inspection fee, after dumpster is removed and inspected.

Applicant's Signature _____ Phone Number () _____

Construction Official

FOR TRAFFIC BUREAU ONLY:

_____ Approved _____ Denied

Signature

DUMPSTER PERMIT FEES

\$25.00 Driveway \$50.00 Street \$25.00 Re-inspection Fee

FOR OFFICE USE ONLY:

Paid _____ Received By _____ Permit Expiration Date _____

**TOWNSHIP OF HILLSIDE
HOLD HARMLESS, INDEMNITY AND INSURANCE AGREEMENT**

1. IDENTITY OF APPLICANT:

The Applicant or Party (hereinafter "Party") placing the dumpster is (check one):

_____ the supplier of a container/dumpster, known as :

(name) _____

a Corporation a Limited Liability Corporation a Partnership an Individual

whose address is:

(address) _____

or

_____ the property owner:

(Name) _____

whose address is:

(address) _____

2. AGREEMENT:

The above stated Party, individually and/or as a corporate entity, as may be shown above, does agree:

- a. That the Party has a minimum liability insurance of not less than \$10,000.00; and
- b. That the Party shall ensure that the Township of Hillside be treated as an additional insured for purposes of any claim brought against the Township for placement of a container/dumpster on any roadway or any Township property when brought by any third party; and
- c. That the Party does hereby expressly bind themselves and their heirs, successors, trustees, executors, administrators or personal representatives to indemnify and save harmless the Township and their administrators and personnel from any and all claims, demands, actions, causes of actions, costs and expenses that may hereafter at any time be made or brought against said Township and/or their administrators and personnel by anyone for damages, losses and expenses on account of the injuries sustained in consequence of and as a result of the said accident, casualty or event above mentioned; and
- d. The Party shall hold harmless and indemnify the Township for any and all costs, expenses or liability regarding such placement of container/dumpster; and
- e. That the Party will be responsible for any and all property damage caused by placement of the container/dumpster; and
- f. The Party does hereby remise, release and forever discharge the Township and their administrators and personnel of and from any and all claims, demands, actions, causes of actions, costs and expenses for and by reason of any personal injury, property damage, loss and expense which hereafter may be sustained or suffered by said party, in consequence of and as a result of any and all accidents, casualty or events.

3. CONSIDERATION:

The Party acknowledges consideration of the permission to place container/dumpster on public property as full consideration for value to enter into this agreement, and the Party does hereby expressly bind themselves and their heirs, executors, administrators or personal representatives to this agreement.

4. RELEASE:

The Party does hereby warrant and affirm that they have read the foregoing release, hold harmless and indemnification agreement; that no promise or other agreement not herein expressed has been made to the Party to induce acceptance of said agreement and the execution of this agreement and that they have signed the same with full knowledge of the intent and purport as herein expressed.

5. GENDER:

The neuter gender, when used herein, shall include all persons and words used in the singular and/or shall include words in the plural where the text of the instrument so requires.

6. AUTHORITY:

The undersign represents and acknowledges that he/she has authority to execute this document and to bind the Party as stated herein.

IN WITNESS WHEREOF, the undersigned, individually or in their corporate capacity, as the case may be have hereunto set their hands and seals this ____ day of _____, 20____.

Witness:

Party:

_____ L.S.
Individually or as corporate representative

a new license. If approved, the applicant must pay a new fee of \$50 without credit for the fee paid for the original license.

§ 121-66. Violations and penalties.

- A. Any person, partnership, association or corporation who violates any provision of this article shall be guilty of an offense and shall be punishable by a fine not exceeding \$1,000; imprisonment for a term not exceeding 90 days; and/or a period of community service not exceeding 90 days. When a violation of any of the provisions of this article is continuous, each day shall constitute a separate and distinct violation.
- B. The Construction Official, in addition to the above penalties, may commence an action or proceeding in the name of the Township in a court of competent jurisdiction to compel compliance with this article or to restrain or enjoin by way of injunction violations of this article.

ARTICLE IX

Roll-Off Dumpsters and Portable Outdoor Storage Containers
[Adopted 4-9-2002]

§ 121-67. Consent required. [Amended 6-24-2008 by Ord. No. O-08-017]

No person or company shall park or leave unattended any container, commonly known as a "roll-off dumpster" or "roll-off container," but also including containers commonly used in interstate and international transportation and referred to as "trailers" and/or "overseas containers," on or along any Township roadway, private or public property, without the written consent of the appropriate municipal, county, or state authority having jurisdiction over the roadway, private or public property. Consent shall be valid and remain in effect for a period of not more than 15 days, but may be renewed by the appropriate official upon application therefor and payment of the application fee.

§ 121-68. Markers and warning devices.

To warn the operators of vehicles of the presence of any roll-off dumpster or roll-off container parked on or along any roadway, dumpsters or containers shall be equipped with and display markers consisting of all red and yellow reflective diamond-shaped panels having a minimum size of 18 inches by 19 inches. These panels shall be mounted at the edge of the dumpster or container at both ends nearest the path of passing vehicles and facing the direction of oncoming traffic. These markers shall have a minimum mounting height of three feet from the bottom of the panels to the surface of the roadway. In addition, traffic cones will be placed around the container.

§ 121-69. Garbage prohibited.

Said dumpster shall not contain any "garbage" as defined in § 261-2 and any amendments thereto.

BUILDING, HOUSING AND PROPERTY MAINTENANCE

§ 121-70

§ 121-74.1

§ 121-70. Container identification.

Containers must be properly labeled with name, address and phone number of the company supplying the container.

§ 121-71. Permit required; fees.

Any permission for a roll-off dumpster and container as defined herein must be applied for by way of a permit through the Township Building and Housing Department in accordance with the application provided, and said fees will consist of \$25 driveway and \$50 roadway.

§ 121-72. Time frame for application; inspection.

Persons requiring roadway permits must apply at least five working days before placement of container, to allow inspection of site on the roadway by the Building Department and Police Department.

§ 121-73. Maintenance deposit.

Any person given permission to place a dumpster on the roadway shall deposit a maintenance check of \$1,000. The Construction Official, after consultation with the Police Department and the Road Department, will then determine if the placement of said dumpster has caused any damage to the roadway. The cost of repair will be deducted from the maintenance check, and if it exceeds said amount, the permit holder will be responsible for the excess. An inspection fee of \$25 will be charged and the maintenance check returned to the applicant.

§ 121-74. Insurance. [Amended 3-28-2006]

The supplier of the container or person applying for the roadway placement permit must show insurance limits of \$10,000. Such insurance shall contain coverage for damage to Township property and a clause which holds harmless the Township from liability, naming the Township as an additional insured. The supplier of the container or person applying for the roadway placement permit shall enter into an agreement to hold harmless the Township and indemnify the Township for any liability regarding such placement of the container.

§ 121-74.1. Portable outdoor storage containers. [Added 6-24-2008 by Ord. No. O-08-017]

A. Definitions. As used in this article, the following terms shall have the meanings indicated:

PORTABLE ON-DEMAND STORAGE STRUCTURE — Any container, storage unit, shed-like container or other portable structure that can be or is used for the storage of personal property of any kind and which is located for such purposes outside an enclosed building other than an accessory building or shed complying with all building codes and land use requirements. The definition of "portable on-demand structure" specifically

excludes containers, hitched or unhitched, commonly used in interstate and international transport and referred to as "trailers" and/or "overseas containers."

- B. No nonresidential user shall store materials of any kind outdoors in any district except in connection with the construction, alteration, repair or demolition of a structure to be performed on the premises where such materials are to be stored, unless specifically permitted in conjunction with an approved site plan or permitted elsewhere in this chapter.
- C. A portable on-demand storage structure may be utilized as a temporary structure within the Township when in compliance with the standards of §§ 121-74.1 through 121-74.5 and any other applicable New Jersey statutes and Township ordinances.
- D. Use of a portable on-demand storage structure shall only be permitted where a permit has been issued to the owner of the premises upon which such structure shall be placed by the Township Zoning Enforcement Officer.
- E. All portable on-demand storage units shall be placed in driveways unless otherwise approved by the Zoning Officer.
- F. No more than two portable on-demand storage structures may be located on a specific piece of property within the Township at one time; such structures shall be individually limited to the duration of the time period established herein.
- G. No portable on-demand storage structure located within the Township shall contain toxic or hazardous materials.

§ 121-74.2. Applications for use of portable on-demand storage structures. [Added 6-24-2008 by Ord. No. O-08-017]

Applications for the permitted use of portable on-demand storage structures may be obtained from the Zoning Officer, and the application shall be submitted with a sketch showing the location of the container on the site and detailing the distance of trailers from other buildings, fire hydrants, Fire Department connections and/or utilities.

§ 121-74.3. Fee for portable on-demand storage structures. [Added 6-24-2008 by Ord. No. O-08-017]

An application fee of \$25 shall accompany the form requesting such permission. Failure to obtain permission prior to placement of such temporary structure shall result in the issuance of a penalty as set forth below. Multiple offenders may be denied the issuance of a permit for such structures.

BUILDING, HOUSING AND PROPERTY MAINTENANCE

§ 121-74.4

§ 121-75

§ 121-74.4. Time limit for use and removal of portable on-demand structures. [Added 6-24-2008 by Ord. No. O-08-017]

A portable on-demand storage structure may be located as a temporary structure on a property within the Township for a period not exceeding 15 days in duration from time of delivery to time of removal.

§ 121-74.5. Removal of container prior to certificate of approval. [Added 6-24-2008 by Ord. No. O-08-017]

Unless used in conjunction with a duly issued building permit for construction, reconstruction, demolition or alteration of a building on the premises in which the container is located, no certificate of approval will be issued for said permit until the container is removed from the premises.

§ 121-75. Violations and penalties. [Amended 6-24-2008 by Ord. No. O-08-017]

A person who is convicted of a violation of this article shall pay a fine of not less than \$200 nor more than \$1,000 for each violation. Repeat offenders shall pay a fine of not less than \$500 nor more than \$1,000. In default of the payment of a fine, imprisonment in the county jail for a period of 90 days or community service may be imposed.