

BOROUGH OF HARVEYS LAKE

MUNICIPAL WASTE COLLECTOR'S LICENSE

Application and Licensing Criteria

Issued under Chapter 19, Article II of the Code of the Borough of Harveys Lake

PART 1 — NOTICE TO APPLICANTS

The Borough does not limit the number of licenses issued. A license will be issued to every applicant that satisfies the requirements listed in Part 3. The Borough will act on a complete application within 30 days. If a license is refused, the Borough will state in writing each requirement the applicant failed to satisfy, and the applicant may appeal to Borough Council within 30 days.

The Borough does not set, approve or regulate what you charge your customers. You contract directly with property owners and bill them directly. The rate schedule you file with the Borough is for informational purposes only.

License year. Licenses expire December 31 of the year issued. Fees are prorated by the number of months remaining in the license year.

Where to file. Harveys Lake Borough Building, 4437 Memorial Highway, Harveys Lake, PA 18618.
(Verify current address before publishing.)

PART 2 — APPLICATION FORM

A. Applicant Information

Field	Response
Legal name of applicant	
Trade name / d/b/a	
Form of entity (corporation, LLC, partnership, sole proprietor)	
State of organization	
PA entity / registration number	
Federal EIN	
Business address	
Mailing address (if different)	
Telephone	
Email	
Website	

B. Contacts

Role	Name	Phone	Email
Owner / principal officer			
Operations manager			
Customer service / complaints			
24-hour emergency contact			

C. Service to be Provided

- ☐ Residential municipal waste collection
- ☐ Residential recyclable materials collection (*required — see Part 3.F*)
- ☐ Commercial / institutional collection
- ☐ Multifamily / shared container service
- ☐ Bulk item collection (by separate arrangement)

Anticipated start date of service in the Borough: _____

Do you currently serve customers in Harveys Lake Borough? ☐ Yes ☐ No

If yes, approximate number of accounts: _____

D. Vehicles

Attach additional sheets as needed. A per-vehicle fee applies to each vehicle listed.

#	Year / Make / Model	Body type & capacity	VIN	PA registration	GVW
1					
2					
3					
4					

E. Disposal and Processing Facilities

Material	Facility name	Address	Permit number
Municipal waste			
Recyclable materials			

F. Regulatory History

1. List every Pennsylvania municipality in which you currently hold a collector's license:

2. Has any license to collect or transport solid waste held by the applicant, or by any entity under common ownership or control, been **revoked, suspended, or denied** by any Pennsylvania municipality, county or agency within the preceding three (3) years?

☐ No ☐ Yes — if yes, attach a statement describing each instance and its resolution.

Disclosure of a prior revocation is not itself grounds for refusal. The Borough may refuse a license only where the circumstances demonstrate that the applicant cannot or will not comply with Article II.

3. Does the applicant hold all licenses and permits required by the Commonwealth of Pennsylvania and by Luzerne County for the collection and transportation of municipal waste?

☐ Yes ☐ No — explain: _____

G. Required Attachments

- ☐ Certificate of commercial general liability insurance — **\$1,000,000 per occurrence / \$2,000,000 aggregate**, naming the Borough of Harveys Lake as additional insured as respects operations within the Borough, with 30 days' notice of cancellation or non-renewal
- ☐ Certificate of automobile liability insurance — **\$1,000,000 combined single limit**
- ☐ Certificate of workers' compensation insurance as required by law
- ☐ Signed indemnification agreement (Part 4 of this packet)
- ☐ Schedule of residential rates and service terms applicable within the Borough
- ☐ Copy of the written collection schedule to be furnished to customers, including recycling collection days and holiday adjustments
- ☐ Copy of Luzerne County collector's license, if applicable
- ☐ Statement of regulatory history under Section F.2, if applicable
- ☐ License fee and per-vehicle fees

H. Applicant Certification

I certify that the information in this application and its attachments is true and correct, that the applicant will comply with Chapter 19 of the Code of the Borough of Harveys Lake and all applicable state and county requirements, and that the applicant will notify the Borough within 30 days of any change in the information provided. I understand that this certification is made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Signature: _____ Date: _____

Printed name: _____ Title: _____

PART 3 — LICENSING CRITERIA

An applicant qualifies for a license upon demonstrating each of the following. These are the **only** criteria; the Borough exercises no discretion beyond determining whether they are met.

A. Insurance

Commercial general liability of \$1,000,000 per occurrence and \$2,000,000 aggregate; automobile liability of \$1,000,000 combined single limit; workers' compensation as required by law. Borough named as additional insured; 30 days' notice of cancellation or non-renewal. Coverage must remain in force for the entire license year.

B. Indemnification

Executed agreement to indemnify, defend and hold harmless the Borough, its officials, employees and agents from claims arising out of operations within the Borough.

C. Vehicles

Compliance with Commonwealth regulations including 25 Pa. Code Ch. 285; leakproof and equipped to prevent escape of materials; maintained clean and sanitary; marked with the collector's name and license number; a copy of the license carried in each vehicle; available for annual Borough inspection and upon reasonable request.

D. Disposal

Municipal waste collected in the Borough delivered only to the disposal facility designated under the Luzerne County Municipal Waste Management Plan. Recyclable materials delivered only to a facility that lawfully processes such materials for recycling.

E. Regulatory standing

All required Commonwealth and County licenses and permits held; disclosure of any revocation, suspension or denial within three years.

F. Minimum service standards (continuing conditions of licensure)

1. **Weekly** collection of municipal waste and **not less than biweekly** collection of recyclable materials for every Borough customer. *A licensee may not offer waste-only service.*
2. Collection on the **uniform collection day** designated by ordinance (currently **Monday**, 6:00 a.m.–6:00 p.m.), and compliance with any zone or day assignment Council later establishes by resolution.
3. **Duty to serve.** Offer service to any owner of an improved property in the Borough who requests it. Service may be refused or discontinued only for nonpayment, repeated violation of published service terms, or inability to access the property safely.
4. **Annual rate filing.** File a schedule of residential rates and service terms at application and within 30 days of any change — informational only; the Borough neither approves nor regulates rates.

5. **Service-address list.** Furnish, on written request but not more than quarterly, a list of Borough service addresses, used by the Borough solely to administer the mandatory-service requirement.
6. **Customer schedule.** Provide each customer a written collection schedule including recycling days and holiday adjustments.
7. **Complaint contact.** Maintain and provide to the Borough a telephone number and address for service complaints.
8. **Exit notice.** Not less than **60 days' written notice** to the Borough and to every Borough customer before discontinuing service in the Borough generally.
9. **Spillage.** Collect any spillage occurring during collection; do not litter Borough streets.
10. **Hours.** Comply with Borough noise regulations and with set-out and collection hours.

G. Fees

Annual license fee and per-vehicle fee as established by resolution of Borough Council, prorated monthly.

Fee schedule to be set by resolution:

Annual license fee: \$200 per collector

Fees are subject to change upon Resolution of Borough Council.

PART 4 — INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT

In consideration of the issuance of a Municipal Waste Collector's License by the Borough of Harveys Lake, Luzerne County, Pennsylvania, the undersigned ("Collector") agrees to indemnify, defend and hold harmless the Borough of Harveys Lake, its elected and appointed officials, employees, agents and volunteers, from and against any and all claims, demands, suits, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from the Collector's operations within the Borough, including the collection, transportation and disposal of municipal waste and recyclable materials, except to the extent caused by the negligence or willful misconduct of the Borough.

This Agreement shall remain in effect for the duration of the license year and shall survive the expiration, suspension or revocation of the license as to any claim arising from operations conducted during the license year.

Collector: _____

By: _____ Date: _____

Printed name and title: _____