

BID PACKAGE
FOR
TRASH COLLECTION SERVICES

Town of Denton

CONTACT

Don Mulrine
Town Administrator
4 N Second Street
Denton, Maryland 21629

410-479-2050
410-479-3534 FAX

SCHEDULE

<u>Date</u>	<u>Step</u>
March 15, 2017	Begin Advertising
March 15, 2017	Mail Bid Proposals to Firms on File
March 15, 2017	Newspaper Advertisement
March 29, 2017	Pre-Bid Meeting - 9:00 a.m.
April 7, 2017	Final Bid Acceptance - 10:00 a.m.
April 7, 2017	Open Bids - 10:00 a.m.
April 10, 2017	Begin Review of Bids/Selection Process
May 9, 2017	If Applicable actual contract award will be at individual Municipal Board meeting.

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**INFORMATION TO BIDDERS
TRASH COLLECTION BID**

C.1 GENERAL

The Denton Town Council is accepting Sealed Bids for Trash Collection Services for the Town of Denton. Specifications and bid forms are contained elsewhere in this bid package. A pre-bid meeting is scheduled for Wednesday, March 29, 2017 at 9:00 a.m. at the Town Office, 4 N Second Street, Denton, Maryland.

C.1 - A MAIL DELIVERY

Bidders are cautioned that bids mailed or shipped express to arrive the day of the bid opening must be in the hands of the town Administrator no later than 10:00 a.m. on the date specified. Bids received later than that time will be returned unopened. Please check your method of delivery to see if they conform to our schedule. Proposals must be mailed, shipped, or hand delivered to:

**Administrator Town of Denton
4 N Second Street
Denton, MD 21629**

BIDS WILL NOT BE ACCEPTED AT ANY OTHER LOCATION. THE TOWN OF DENTON WILL NOT BE RESPONSIBLE FOR ANY BIDS DELIVERED TO ANY LOCATION OTHER THAN TO THE WASTEWATER TREATMENT PLANT.

C.2 CHANGES TO CONTRACT DOCUMENTS

Changes to the CONTRACT DOCUMENTS shall be made only in writing and copies will be mailed to all known prospective bidders. The Denton Town Council assumes no responsibility for verbal instructions for interpretations. The CONTRACT DOCUMENTS contain the provisions required for the CONTRACT. Information obtained from an officer, agent, or

employee of the TOWN or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

C.3 BID INSTRUCTIONS

Bids shall be submitted to the Town Administrator, 4 N Second Street, Denton, Maryland 21629.

Bids must be received by no later than 10:00 a.m., April 7, 2017. **All proposals must be in a sealed envelope with the following information clearly printed on the outside.**

THIS IS A SEALED BID PROPOSAL

for TRASH COLLECTION

Bid Acceptance will be until 10:00 a.m., April 7, 2017. Bids to be opened and publicly read at 10:00 a.m., April 7, 2017.

C.4 BID OPENING

All bids will be opened and publicly read by the Town Administrator at 10:00 a.m., April 7, 2017, at the Town Office, 4 N Second Street, Denton, Maryland.

C.5 BID PROCEDURE

Not Applicable.

C.6 OMISSION OF SPECIFICATIONS

The omission of the buyer/owner of any specification or details of any specification, which would normally apply to the products of service herein stated, shall not relieve the bidder from fulfilling those required specifications needed to provide an end product best suited to the intended purpose. The best commercial practices are to prevail and only materials of first quality, correct type, size and design are to be used. Workmanship shall be of first quality. All parts and materials, whether specified herein or not, shall be rated to meet or exceed the maximum rating required by the product or service and its maximum intended purpose.

C.7 BID FORMS

Bids must be made on the required bid forms. All blank spaces for bid prices must be filled in, ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. A conditional or qualified bid will not be acceptable. The base price on the bid form shall be the total cost of the item being bid in accordance with the specifications in the contract documents. Alternates shall only be used to reflect increases or decreases in the base bid price. Only those alternates which are specifically requested by the Town of Denton will be considered.

C.8 BID SECURITY

Not Applicable.

C.9 DELIVERY

Not Applicable.

C.10 WAIVER OF TECHNICALITIES

The Denton Town Council reserves the right to waive formalities or technicalities in bids as the interest of the Town requires in accordance with the terms of the Purchasing Ordinance.

C.11 CONTRACT AWARD

It is the intent of the Denton Town Council to award a contract to the lowest responsible bidder within 45 calendar days following bid opening. The Denton Town Council reserves the right to reject any and/or all bids.

C.12 TAX EXEMPTION

The Denton Town Council is exempt from paying all federal, State and local excise tax.

C.13 BASIS OF AWARD

1. Lowest responsive and responsible price as indicated by the total low price on the bid form.
2. Compliance with specifications.
3. Compliance with terms of Bid Package.
4. Ability to perform or deliver on time.

C.14 MODIFICATION OR WITHDRAWAL OF BIDS

1. Pre-Opening Modification or Withdrawal of Bids
 - a) Procedure - Bids may be modified or withdrawn by written notice received by the Director of Public Works before the time and date set for bid opening. A telegraph modification or withdrawal received by telephone from the receiving telegraph company office before the time and date set for bid opening shall be effective if the telegraph company forthwith confirms the telephone message within 48 hours by sending a written copy of the telegram showing that the message was received at the telegraph company's office before the time and date set for bid opening.
 - b) Disposition of Bid Bond - If a bid is withdrawn in accordance with this regulation, the Bid Bond, if any, shall be returned to the Bidder.
2. Late Bids, Late Withdrawals and Late Modifications
 - a) Policy - Any bid, request for Withdrawal, or request for Modification received at the place designated in the invitation for bids after the time and date set for receipt and opening of bids is late.
 - b) Treatment - A late bid may not be considered under any circumstance and will be mailed to the bidder's last known address. Late modifications and late

withdrawals may be considered by the Denton Town Council and allowed if in the best interest of the Town.

C.15 CONTRACTORS ABILITY

The Denton Town Council may take such investigations as deemed necessary to determine the ability of the BIDDER to perform the work and the BIDDER shall furnish the TOWN all such information and data for this purpose.

C.16 PAYMENT TERMS

Payment will be made only for properly approved contract supported by an invoice including weigh tickets for materials actually delivered. Otherwise, payment will not be made. See also Partial Payment in specification section.

C.17 PERFORMANCE BOND

Upon the award of the bid, the Bidder shall provide a performance bond to assure the performance of the contractual obligations which shall cover a minimum of a six (6) month period.

C.18 SUBSTITUTIONS

Not Applicable

C.19 ADDENDA

Addenda will be mailed or delivered to all who are known to have received a complete set of bidding documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. No Addenda will be issued later than four (4) days prior to the date for receipt of bid, except an Addendum withdrawing the request for bids or one which includes postponement of the date for receipts of bids.

C.20 ALTERNATES

An alternate is a dollar amount to be added to or subtracted from the base bid price. The Council may request alternate prices to compare various options that may be in their best interest. The Denton Town Council shall have the right to accept Alternates in any order or combination, and to determine the low bidder on the basis of the Base Bid and Alternates accepted.

C.21 CONTRACT DOCUMENTS

The Contract Documents shall include the Invitation to Bid, Schedule, Information to Bidders, Bid Forms, Specifications, Trade-In Information, Addenda and any other documents which are clearly intended to be a part of this product or service.

C.22 BUDGET FUNDING

A contract made as a result of this bid will be subject to the appropriation of funding by the Denton Town Council. If the Denton Town Council does not appropriate any funds, then the Contract shall become invalid.

C.23 PURCHASE ORDER

Not applicable

C.24 IDENTICAL BIDS

Identical Bids will be reported to the Justice Department in accordance with the President's Executive Order Number 10936, and to local and State investigative bodies.

C.25 TRADE AND BRAND NAMES

The use of or references to any trade or brand names in this bid package shall be solely for the purpose of establishing a standard, and shall in no way infer that other trade and brand names will not be acceptable.

C.26 FEDERAL ASSISTANCE

The Denton Town Council shall comply with Title VI of the Civil Rights Act of 1964 which provides that no person shall be denied on the grounds of race, color or national origin, be excluded from, be denied the benefits of, or discriminated against under any program or activity receiving Federal financial assistance.

C.27 WARRANTY

Not applicable.

C.28 EQUAL OPPORTUNITY EMPLOYMENT

Contractors shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin, or age. The bidder affirms this by submission of the bid form.

C.29 RESERVATION

The Denton Town Council reserves the right to increase or decrease quantities and/or projects at their discretion.

C.30 DELIVERY SCHEDULE

The Bidder is required to state on the "Standard Bidding Form" their most accurate date of delivery.

C.31 PRODUCT LITERATURE

Not Applicable.

C.32 EXCEPTION TO BID SPECIFICATIONS

Any bidder taking an exception to requested specifications must make these exceptions, clear and in writing, and attached to his sealed bid proposal. However, this section is not to be construed that the Denton Town Council is obligating themselves to accept anything other than the Specifications requested elsewhere in the Bid Proposal.

C.33 TIME DELIVERY

The Contractor, after receipt of written notice of the award of the contract and receipt of the purchase order, shall diligently prosecute same so that it will be fully completed within the number of consecutive calendar days stated in the proposal. Calendar days for completing delivery for the equipment shall start from the date of notice of said award and purchase order.

C.34 DEFAULT IN DELIVERY

In the event of a default by the Contractor under the terms of the contract, the Town shall have the right, but not the obligation, to award the balance of the contract to the second lowest responsible bidder, and to negotiate an extension of the contract for a period not to exceed three (3) years.

C.35 LOCAL BIDDERS PREFERENCE

Denton Town Council may impose a local bidders preference, with local bidder being defined as a Contractor located in Caroline County.

C.36 ETHICS ORDINANCE

By submitting a bid in response hereto, the bidder acknowledges that the Town may have an Ethics Ordinance. It is the responsibility of the bidder to familiarize themselves with the Ethics Ordinance and certify that it has no knowledge of any violation of that ordinance; that it has no knowledge of any conflict of interest which may be caused if it is awarded a contract under the Ethics Ordinances; and that it has not given any gift to anyone who has or may participate in the awarding of this contract. The requirements of this paragraph should be deemed met by the bidder is a disclosure of any fact which might require disqualification hereunder has been made to the Denton Town Council prior to submission of the bid. Contact the Town Attorney's office if any additional information is required.

Copies of the Ethics Ordinance will be available at the Pre-bid meeting.

C.37 SUBSTANCE ABUSE POLICY

The Town of Denton has adopted a Substance Abuse Police. This policy will be adhered to strictly. Prospective bidders are cautioned to become familiar with this policy.

C.38 INSURANCE

- a) Workmen's Compensation - The minimum as required by the State of Maryland.
- b) Commercial General Liability Insurance - Bodily injury in the amount of One Million (\$1,000,000.00) Dollars each accident, occurrence or event; property damage in the amount of One Million (\$1,000,000.00) Dollars per accident, occurrence or event; environmental liability in the amount of One Million (\$1,000,000.00) Dollars per accident, occurrence or event.
- c) Automotive Liability Insurance - In the amount of One Million (\$1,000,000.00) dollars per accident, occurrence or event.

Evidence of said insurance coverage shall be given to the Town at the time the contractor executes this Agreement. Certificate of insurance must list the Town of Denton as an additional insured. Thereafter the Contractor shall provide to the Town evidence of the above insurance at any time the certificate of insurance expires or there is a change in the insurance carrier.

C.39 ASSIGNMENT

This Agreement shall not be assigned by either party.

SPECIFICATIONS

SPECIFICATIONS

TRASH COLLECTION SERVICES

The Denton Town Council is accepting sealed bid proposals for trash collection services, according to the specifications listed below:

Dumpsters will need to include the cost of collection and a cost for the dumpster rental fee, if applicable.

Trash Collection service must comply with the Town's Trash Collection Policy and/or Agreement.

Bidder shall provide a current list of references for municipalities similar in size.

A pre-bid meeting is scheduled for Wednesday, March 29, 2017 at 9:00 a.m. at the Town Office, 4 N Second Street, Denton, Maryland.

Trash Collection Overview

Below is an estimate for the number of units for each community participating in the bidding process. The actual numbers will be confirmed at the time of award and contract issuance.

Location	Quantity	Size	Collection Day
Riverview Gardens	2	8 cubic yard	
*Edenton Elderly	2	4 cubic yard	
*Riverwoods of Denton	4	6 cubic yard	
Mallard Landing	3	4 cubic yard	
Mallard Landing	4	6 cubic yard	
Mallard Landing	2	8 cubic yard	
WWTP	1	2 cubic yard	

*Handicap Accessible dumpster may be required at each of the apartment complexes dumpsters are provided.

The successful bidder will be expected to sign the following Trash Collection Agreement:

**TOWN OF DENTON
TRASH COLLECTION AGREEMENT**

THIS AGREEMENT, made this 1st day of July, 2017, by and between the Town of Denton, by the Council of the Town of Denton [hereinafter referred to as Town] and _____ [hereinafter referred to as Contractor.]

WHEREAS, the Town solicited bids for its trash collection for the period of July 1, 2017 through June 30, 201__; and

WHEREAS, the Town accepted the Contractor bid as the lowest responsible bid; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **SCOPE OF WORK.**

Contractor shall provide the trash collection service once per week at each of the apartment complexes where dumpsters are provided.

2. **CONTRACT PRICE.**

The monthly contract price payable to the Contractor for the provision of trash collection services which includes the cost of providing, maintaining, and replacing containers : Riverview Gardens \$____, Edenton Elderly \$____, County Village \$____ Mallard Landing \$____ and Denton Wastewater Treatment Facility \$____. The contract price is a fixed rate for ____ years. Payment for collection services will be made by the 30th of the month in which the bill was received.

3. **TERM OF AGREEMENT.**

The term of this Agreement shall be from July 1, 2017 to and including June 30, 201__. The Town may elect to extend the contract for an additional three year period.

4. **COLLECTION SCHEDULE.**

5. **TYPES AND NUMBERS OF CONTAINERS**

See. Exhibit A attached hereto and incorporated herein.

6. **DISPOSAL OF TRASH.**

Not applicable

7. **LABOR AND EQUIPMENT.**

- a) Contractor shall supply modern trash collection vehicles, specifically compaction type refuse bodies. This equipment shall be maintained in good appearance and operating condition in accordance with all State and federal licensing, inspection and maintenance regulations. All refuse vehicles must be water tight. Contractor shall have available on the collection days a spare truck.
- b) Contractor shall furnish all labor and employee supervision required to perform its duties and responsibilities under this Agreement. All drivers shall have in their possession, a valid MDOT CDL drivers license while performing under the Agreement. At all times, employees of the Contractor, while performing duties of this agreement shall be courteous and considerate to all Town residents and property owners. Contractor shall maintain radio communication ability with the driver to alert problems which may occur during collection day and time. One lane traffic must be maintained at all times and Contractor will be responsible to minimize impact on motorist.

8. **INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend the Town for any and all claims arising from the trash collection service. In the event a claim has been proven to be the result of negligence by the Contractor, Contract agrees to pay the Town all reasonable attorney fees incurred as a result of the claim.

9. **INSURANCE**

Contractor shall maintain at all times during the period of the Agreement, at its own expense, insurance coverage, with the Town as a named insured, as follows:

- a) Workmen's Compensation - The minimum as required by the State of Maryland.
- b) Commercial General Liability Insurance - Bodily injury in the amount of One Million (\$1,000,000.00) Dollars each accident, occurrence or event; property

damage in the amount of One Million (\$1,000,000.00) Dollars per accident, occurrence or event; environmental liability in the amount of One Million (\$1,000,000.00) Dollars per accident, occurrence or event.

- c) Automotive Liability Insurance - In the amount of One Million (\$1,000,000.00) dollars per accident, occurrence or event.

Evidence of said insurance coverage shall be given to the Town at the time the contractor executes this Agreement. Certificate of insurance must list the Town of Denton as an additional insured. Thereafter the Contractor shall provide to the Town evidence of the above insurance at any time the certificate of insurance expires or there is a change in the insurance carrier.

10. **PERFORMANCE BOND.**

Contractor shall provide a performance bond or irrevocable letters of credit to assure the performance of the contractual obligations set forth in this Agreement, which shall cover a minimum of a six (6) month period.

11. **NO ASSIGNMENT**

This Agreement shall not be assigned by either party. Notwithstanding the foregoing, in the event of a default by the Contractor, the Town in its sole discretion, shall have the right, but not the obligation, to assign this Agreement to the second responsible bidder for a total term of three (3) years from the date of the assignment.

12. **APPLICABLE LAWS, ORDINANCE AND PERMITS**

The Contractor hereby warrants and represents that is has complied with all laws and ordinances, if any, applicable to the operation of a trash collection business and further warrants and represents that it will continue to do so during the term of this agreement.

13. **LATE CHARGES**

The Town agrees to pay all invoices received from the Contractor within thirty (30) days of receipt. Late charges of 1.5% a month shall be charged to the Town on the unpaid balance due after thirty (30) days

14. **DEFAULT**

The occurrence of any of the following shall constitute an act of default:

- a) Failure or delinquency by the Contractor in the performance of or compliance with any conditions contained in this Agreement, unless such delinquency is cured within ten (10) days after written notice thereof from the Town.
- b) Filing by the Contractor, in any court pursuant to any statute, either of the United States or any state, of a petition for bankruptcy or insolvency, or for reorganization, or by the appointment of a receiver or trustee of all or a portion of the Contractor's property, or an assignment by the Contractor for the benefit of creditors.

Upon an event of default, the Town of Denton may, at its own discretion, terminate this Agreement. In the event of a default by the Contractor, the Town shall have the right to seek recovery and payment of the amount of the performance bond or letters of credit.

15. **MISCELLANEOUS**

- a) This Agreement contains the complete and final agreement between the parties and no representations, either written or oral, not herein contained shall be considered part of this Agreement.
- b) This Agreement shall be governed by the laws of the State of Maryland.
- c) This Agreement shall inure to the benefit of the parties hereto, and its legal successors.
- d) Any notice required under this Agreement shall be given in writing and shall be direct as follows.

Town: Don Mulrine, Town Administrator
 4 N Second Street
 Denton, MD 21629

Contractor:

- e) Notwithstanding the date so signed the effect date of this Agreement shall be July 1, 2017.

IN WITNESS WHEREOF, the parties have hereunto set its hands and seals on the day hereinabove stated.

Contractor

Denton Town Council

 Signature

 Abigail McNinch, Mayor

Title

Date

Date

INDEX OF BID FORMS

Trash Collection Bid

- E. Standard Sealed Price Sheet
- F. Standard Sealed Bid Form
- G. Affidavit of Qualifications to Bid
- H. Non-Collusion Certificate

STANDARD SEALED PRICE SHEET

TRASH COLLECTION BID

Gentlemen:

We hereby submit for your review the following proposal requested by the Invitation to Bid. This Bid Form shall include and incorporate all information and specifications which are contained in the Contract Documents, as described in Section C.21, the same as if specifically written herein.

TOTAL BID PRICE FOR TRASH COLLECTION SERVICES

Trash Collection is for pick up once per week.

Location	Quantity	Size	Unit Cost Per Month
Riverview Gardens	2	8 cubic yard	
* Edenton Elderly	2	4 cubic yard	
* Riverwoods of Denton	4	6 cubic yard	
Mallard Landing	3	4 cubic yard	
Mallard Landing	4	6 cubic yard	
Mallard Landing	2	8 cubic yard	
WWTP	1	2 cubic yard	

*Handicap Accessible dumpster may be required at each of the apartment complexes where dumpsters are provided.

Trash Collection service must comply with the TOWN'S Trash Collection Policy and/or Agreement.

.Individual policies will be available for review at the pre-bid meeting.

Bidder shall provide a current list of references for municipalities similar in size.

A pre-bid meeting is scheduled for Wednesday, March 29, 2017 at 9:00 a.m. at the Town Office,
4 N Second Street, Denton, Maryland.

STANDARD SEALED BID FORM
Trash Collection Bid

BIDDERS:

AGENT (typed): _____
FIRM NAME: _____
ADDRESS: _____
TELEPHONE: _____
FAX #: _____
SUBMITTED BY: _____

(Title)

This _____ day of _____, 2017

ACCEPTED BY:

Abigail McNinch
Mayor

ATTEST:

Karen Monteith, Clerk/Treasurer

DATE: _____

AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the (Title) _____
and the duly authorized representative of the firm of (Name of Corporation)

_____ whose _____ address _____ is

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state of the federal government (conduct prior to July 1, 1877 is not required to be reported).

3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, position with the firm, and the sentence or disposition, if any) _____

I acknowledge that this affidavit is to be furnished to the Denton Town Council Attorney, and where appropriate, to the Attorney General under section 16D of Article 78A of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Denton Town Council may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after hearing, from entering into contracts with the State of any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Date _____

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the

_____ (Title)

and the duly authorized representative of the firm of

whose address is _____

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- a. Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith:
- b. Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offer of herein or any competitor, or otherwise taken into action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

Signature

Date

Printed or typed name

ADDENDUM

The Town of Denton is requesting a proposal for a Cardboard recycling dumpster that allows residents in Mallard Landing only to put all of their recyclables in one dumpster to be collected every 2 weeks. This will be installed in the Community Center parking lot.