



525 SOUTH LAWRENCE STREET
MONTGOMERY, ALABAMA 36104-4611
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OUTDOOR TRASH & LITTER POLICY

All trash and garbage is to be kept in the 95 gallon garbage containers furnished by the MHA. You cannot leave trash in plastic bags and/or use any other type of garbage container. Also, the **only** garbage container that can be left outside of your apartment is the 95 gallon garbage container. All garbage that will attract dogs, cats, mice, rats and bugs (example, table scraps) is to be disposed of in plastic bags for health and sanitation reasons and placed in the 95 gallon containers.

If there is trash, garbage or any type of litter outside your apartment or surrounding area you will be charged a fine of **\$25.00**. If violations continue we will report your violations to the City of Montgomery for violation of Alabama Criminal Code, Criminal Littering, Section 13A-7-29. The minimum fine for violation of this Law is **\$250.00** plus Court Cost. Also, your Lease may be terminated by the MHA for repeated violations of this policy.

Garbage Pick-up by the city, except for Holidays, is scheduled for two days each week and trash pickup by the housing authority is scheduled for one day each week. These schedules are posted in the management office. If the pick up-date falls on a Holiday the pick-up date will be the next business day. You may set your garbage container out after 6:00 p.m. on the night before a schedule pick-up day or no later than 7:00 a.m. on the day of pick-up. After garbage pick-up, move your garbage container back to your apartment and close the lid. All garbage containers must be removed from the street and placed in the rear of your apartment. **All garbage containers left on the street the day after trash pick-up will be pulled to the back of your unit and you will be fined \$10.00.** If your garbage container has an odor, please clean it before placing trash inside. If your neighbors or MHA staff observes a foul odor, ants, flies, maggots, etc, around your trash container, you will be required to clean and or correct the problem within 24 hours.

Food/Grease: Throwing food and or grease outside of your unit, on the ground, in open areas, fields, across the fence line or on the curbsides are prohibited and may lead to lease termination.

Please help us keep the Public Housing Communities Clean!

This policy supersedes and replaces any previous policy of the housing authority in conflict with the terms of this policy.

Tenant Signature

Date

MHA Representative

Date

OUTDOOR TRASH & LITTER POLICY
Adopted November 7, 1996 by Resolution No.5121

In an effort to make the property of the residents of the Montgomery Housing Authority cleaner, safer, and more sanitary, it is necessary to adopt this policy and to provide for its enforcement. Effective December 1, 1996, the following policy shall be in full force on the premises of the Montgomery Housing Authority:

1. The Dwelling Lease of the Montgomery Housing Authority provides in Section IV (BB) that the “Tenant agrees to perform seasonal maintenance or other maintenance tasks where performance of such tasks by Tenants of dwelling units of a similar design and construction is customary. Tenants unable to perform such tasks because of age or disability are exempt from this obligation.”

The Board of Commissioners of the Montgomery Housing Authority hereby finds that tenants must pick up trash, litter, and other debris on the outdoor areas of their apartment unit, to include that area immediately in the front of and in the rear of each unit. This is considered to be seasonal maintenance and a maintenance task which shall be customary for residents of the Montgomery Housing Authority.

If management finds that the tenant is not complying with this policy, notice shall be given to the tenant that he or she shall have three days to clean the area. Failure to clean the area shall result in the housing authority having the area cleaned, and the tenant being charged a fee for this service, which shall be due and payable in fourteen days after the tenant is billed for the same. Failure to pay this fee shall be cause for eviction. If the tenant continues to not pick up trash, litter and other debris as specified in this policy, this shall be considered to be a repeated breach of the lease and the lease shall be terminated and the eviction process initiated. In the event that a tenant is unable to perform these tasks because of age or disability, he or she shall, within ten days after the effective date of this policy, or within ten days of the occurrence of a disability, report the same to the management office and the manager shall make an appropriate determination as to whether or not said person shall be excluded from the terms of this policy. In the event that any person is unable to perform services because of age or disability, he or she shall pay a maintenance charge for housing authority personnel to clean the yard and outdoor areas of said tenant’s residence. A schedule of charges shall be posted on the bulletin board in the management office, and a copy of the same be furnished a tenant upon request.

2. During the grass cutting season, the housing authority shall notify the tenants at least three days in advance of the date of the next time the grass shall be cut. Tenants are expected to have all paper and other items which might interfere with the cutting of the grass picked up prior to mowing. If these items are not picked up when the cutting begins, the tenant shall be charged a fee as specified in Paragraph 1, and the same shall be paid in the same manner and the penalties for non-payment shall be the same as in Paragraph 1.
3. The housing authority shall make leaf bags and rakes available for tenants to check out at the management office so that these maintenance tasks shall be accomplished. Each resident shall place all materials collected in a bag and dispose of it in a safe and sanitary manner.
4. This policy shall be incorporated into the Dwelling Lease by reference and violation of this policy shall, in addition to being a violation of other portions of the lease, including Section IV (BB) shall be a violation of Section IV (X) of the lease, which states that the tenant agrees “To abide by all necessary regulations and policies promulgated by the Landlord for the benefit and well-being of the Landlord and Tenants. Said policies and regulations are posted in the Landlord’s offices and are incorporated herein by reference.”