

ORDINANCE NO. 2023-10

An ordinance of the City of Irondale, Alabama to modify sections of Chapter 7.5, Garbage, Refuse and Trash, of the Municipal Code of the City.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Irondale, Alabama in regular meeting duly assembled, a quorum being present, as follows:

Section 1. Modification of Chapter 7.5, Garbage, Refuse and Trash, Sec. 7-5.3 – Categories not to be collected. Chapter 7.5-3(10) of the *Municipal Code of the City of Irondale, Alabama* is hereby deleted in its entirety and replaced with the following:

Chapter 7.5 – Garbage, Refuse and Trash

Sec. 7.5-3. Categories not to be collected. The following categories of trash, debris and garbage will not be collected, conveyed or disposed of by the city. The actual producers thereof, i.e., owners, lessees, occupants and other parties entering on the premises on which such trash, debris and garbage is accumulated, shall be responsible for collecting, conveying and disposing of such trash, debris and garbage in accordance with the provisions of subsection 7.5-8(b)(3):

- (10) Leaves, grass, and cuttings not in a plastic bag or not placed in the collection service area as defined in section 7.5-4(2) below for collection shall be deemed a violation of this chapter.

Section 2. Modification of Chapter 7.5, Garbage, Refuse and Trash, Sec. 7.5-4 – Service Requirements. Chapter 7.5-4(7) of the *Municipal Code of the City of Irondale, Alabama* is hereby deleted in its entirety and replaced with the following:

Chapter 7.5 – Garbage, Refuse and Trash

Sec. 7.5-4. Service and Service Requirements. A mandatory garbage collection, hauling and disposal service will be conducted and provided by the city and all trash, debris and garbage shall be prepared for collection by the customers of the city in the following manner:

- (7) Leaves, grass and cuttings must be placed in plastic bags properly secured and placed in the collection service area. Leaves or grass not in a plastic bag properly secured and placed in the collection service area will not be picked up. In no instance shall leaves, limbs or vines be placed on the street, over stormwater drains or in gutters. Limbs and vines must be also placed in the collection service area.

Section 3. Modification of Chapter 7.5, Garbage, Refuse and Trash, Sec. 7.5-8 – Owner or occupant’s duties (generally). Chapter 7.5-8(a) of the *Municipal Code of the City of Irondale, Alabama* is hereby deleted in its entirety and replaced with the following:

Chapter 7.5 – Garbage, Refuse and Trash

Sec.7.5-8. Owner or occupant’s duties (generally). No owner, lessee or other occupant of any premises located within the city shall permit or suffer any trash, garbage or debris to accumulate on such premises. Such accumulation is hereby declared to be a “nuisance” and is prohibited.

Such owner, lessee or other occupant or person shall jointly and severally be responsible for each of the following:

- (a) Sign up for service requirements:
 - (1) Proper Identification (Driver’s License, Social Security Card, Passport) is required for service. In Lieu of the necessary Identification, the resident can pre-pay a minimum of three (3) months cost per can and any additional cans in advance to commence the required collection service. The minimum pre-pay amount must be paid in advance of the expiration date of the previous pre-payment arrangement. Failure to pay on time will result in the immediate collection of your 96-gallon garbage can and any additional cans provided by the City of Irondale. Also, a fee of \$75.00 per can will be assessed to restart service.
 - (2) Any increase in disposal cost to the City of Irondale will be passed on to all residents or businesses receiving collection service, including pre-pay arrangements. The City of Irondale will provide a 30-day notice of any increase of collection fees.

Section 4. Modification of Chapter 7.5, Garbage, Refuse and Trash, Sec. 7.5-12 – Illegal use of another’s garbage container. Chapter 7.5-12 of the *Municipal Code of the City of Irondale, Alabama* is hereby deleted in its entirety and replaced with the following:

Chapter 7.5 – Garbage, Refuse and Trash

Sec. 7.5-12. Illegal use of another’s garbage container. It shall be unlawful for any person or entity not subscribing to the collection service to place their garbage and/or trash in a container belonging to another recipient of service. Any such action by any person or entity shall be prima facie evidence of such intent unless proven otherwise by substantial evidence.

Section 5. Modification of Chapter 7.5, Garbage, Refuse and Trash, Sec. 7.5-15 – Fees and penalties. Chapter 7.5-15 of the *Municipal Code of the City of Irondale, Alabama* is hereby deleted in its entirety and replaced with the following:

Chapter 7.5 – Garbage, Refuse and Trash

Sec. 7.5-15. Fees and penalties.

(a) *Garbage.*

(1) Garbage collection, hauling and disposal service is conducted by the city's sanitation department, a division of the department of public works, and is hereinafter referred to as the "garbage collection service" or "collection service."

(2) *Garbage container rental fee.* Each customer in good standing as of the date of the adoption of this ordinance shall be exempt from the payment of any rental fee for garbage containers. All other customers receiving service or eligible to receive garbage collection service shall pay to the city a \$75.00 non-refundable rental fee for each garbage container rented to a customer payable in full in advance. An additional \$75.00 rental fee shall be paid to the city in full in advance for: (1) any replacement garbage container resulting from a garbage container being lost, stolen, damaged (other than by the city) or deemed by the city to be unserviceable; and, (2) the rental of additional garbage containers. The owners renting additional garbage containers shall also pay a monthly fee of \$12.00 for each additional rented garbage container.

Garbage collection service fee. For the garbage collection service rendered during each 12-month period beginning on February 1 of each year, each customer receiving service or eligible to receive service shall pay to the city a monthly fee which shall be paid monthly in advance, unless said customer is subject to and compliant with the provisions of section 7.5-16. The total of said fees should approximate the cost to the city of said service and may be periodically determined and adjusted by the city council by amendatory ordinance.

(3) Any garbage collection service fee shall be the responsibility and liability of the customer last listed at each premises unless and until a proper discontinuation of service form is completed and received by the city sanitation department, or until such time as the customer becomes subject to the provisions of section 7.5-16 and complies with the requirements set out therein.

(b) *Trash.* There is no fee for trash and debris collection as long as trash or debris is handled in a manner consistent with the requirements of this chapter. Improperly bagged or disposed of trash or debris in violation of this chapter shall, after the posting of one 48-hour notice, result in an assessment

against the customer and the collection of a fee on the city's cost of removal of said trash and debris with a minimum of a \$100.00 charge.

- (c) *Multiple-family dwellings or buildings and mobile home parks of more than five units.* For the collection service to be rendered for each 12-month period beginning February 1 of each calendar year, unless amended, any person firm, corporation, institution or other entity owning investment property, rental property or mobile home parks consisting of more than five units within the city shall be responsible for all solid waste fees on each occupied unit or rental parcel. Each person, firm, corporation, institution or other entity in charge or control of each residential unit of a multi-family dwelling or apartment or mobile home park, where the city is furnishing such collection service, shall pay to the city a fee per occupied residential unit or mobile home site as follows:

If paid monthly - \$27.00
If paid quarterly - \$81.00
If paid semi-annually - \$162.00
If paid annually - \$324.00

- (d) *Single-family dwelling units.* For the collection service to be rendered for each 12-month period beginning February 1 of each calendar year, unless amended, the persons occupying and in charge or control of each single-family dwelling unit and or/the owner of each single-family dwelling unit shall pay the city a fee per residential unit as follows:

If paid monthly - \$27.00
If paid quarterly - \$81.00
If paid semi-annually - \$162.00
If paid annually - \$324.00

- (e) *Business or institution.* For the collection service rendered for each 12-month period beginning February 1 of each calendar year, unless amended, each business or institution receiving service shall pay the city a fee per unit as follows:

If paid monthly - \$52.00
If paid quarterly - \$156.00
If paid semi-annually - \$312.00
If paid annually - \$624.00

- (f) *When increases apply for prepaid customers.* Any and all increases in garbage collection fees shall apply for any period, whether that be quarterly, six-month or 12-month, which has been prepaid by a customer. Any increase in garbage fees shall apply to the prepaying customer.

(g) *Billing procedures, late charges and delinquent accounts.*

- (1) All bills for garbage collection service shall be rendered on behalf of the city by the city clerk and shall be due and payable in advance within ten days from the date rendered, provided that garbage collection service fees may be paid in installments as hereinabove provided, and provided further that at the initiation of service, a customer shall pay at a pro-rata rate for the 12-month period in which service for such customer is begun. Upon request of a customer who no longer occupies a residential or business site where fees for collection were paid, a pro-rata refund will be given for quarterly, semi-annual or annual fees paid in advance.
- (2)
 - a. Payments on bills where garbage collection service is billed jointly with water service shall be first applied to outstanding garbage collection service fees. A monthly late fee of \$7.50 shall then be applied to any outstanding charges for water service. This late fee shall be in addition to the late fee for water service charges as set out in chapter 18, article 1, section 18-14(b) of the Irondale Code of Ordinances.
 - b. Where garbage collection service only is billed, in the event payment is not made for the collection service within the time provided in paragraph (1) of this subsection, such payment shall be deemed delinquent and shall bear a monthly late penalty of the greater of ten percent of each monthly water bill or \$7.50 per month for each month until paid. Furthermore, any collection service only bill which remains unpaid for a period of 90 days or more shall bear interest at the rate of one and one-half percent per month from the date of delinquency until all of the outstanding balance is paid in full.
 - c. All fees imposed by this subsection 7.5-15(g)(2) are in addition to all other penalties or remedies, civil or criminal, allowed by this chapter.
- (3) All payments for garbage collection, hauling and disposal service or any other payments made pursuant to the provisions of this chapter shall be made as directed on the bill for said service. Water and/or garbage payments may be paid online; however, said payments may only be made in full. No partial payments may be made online. The city shall have the right to proceed for the collection of delinquent garbage collection service fees by civil suit, suspend services, or both, if garbage collection service fees are not paid within 30 days after the same shall come due and payable pursuant to Code of Ala.

1975, § 22-27-5. In the event delinquent charges and fees are referred to an attorney and/or collection agency for collection, the customer shall pay all costs of collection including a reasonable attorney's fee, special process server fee (as a part of collection) and court costs if a court action is filed.

- (4) In the event an account becomes delinquent and unpaid for a period of 90 days, any subsequent payment shall be applied in the following order: First, to the costs of collection, including, but not limited to, attorney's fees, special process server fees, and court costs; second, to any and all late charges and outstanding interest as calculated hereinabove; third, to the outstanding delinquent balance; and fourth, to the current charges due, if any.
- (5) In addition to all other remedies as herein set out in section 7.5-15, any customer person, firm, corporation, partnership or other entity violating any provision or section of this chapter may be subject to any or all of the following: (i) the removal of the customer's garbage container(s); (ii) the suspension of services; or, (iii) civil suit. In the event a civil suit is filed against any customer the customer shall pay all court costs and a reasonable attorney's fee.
- (6) Any person, firm, corporation, partnership or other entity, who is found to have violated any provision or section of this chapter shall, upon conviction, be punished with a fine of not less than \$50.00 nor more than \$200.00 for each day that the amount remains unpaid, in accordance with Code of Ala. § 22-27-7, as it may be hereafter amended. Punishment under this section shall be in addition to all other remedies as herein set out in section 7.5-15.
- (7) In addition to all other penalties or remedies contained in this section 7.5-15(g), the city may publish the names and account balances of delinquent garbage customers. However, personal information shall not be published.

Section 6. Modification of Chapter 7.5, Garbage, Refuse and Trash, Sec. 7.5-17 – Recycling. Chapter 7.5-17 of the *Municipal Code of the City of Irondale, Alabama* is hereby deleted in its entirety and replaced with the following:

Chapter 7.5 – Garbage, Refuse and Trash

Sec. 7.5-17. Recycling.

(a) Recycle Services

- (1) Recycle cans must be placed out for collection by 6:30 am.

- (2) Residents receiving the new blue 64-gallon recycle collection cans will be responsible for the reasonable care of the can they are provided. Any willful abuse of the blue 64-gallon recycle collection cans (severe physical damage, burning the can, filling the can with leaves or garbage, etc...) may incur replacement costs, repossession by the City of Irondale or a citation to court for violation of this ordinance at the discretion of the Public Works Director.
 - (3) It shall be unlawful for any person or entity to deposit, place or leave any item in the Blue 64 gallon official numbered Irondale Recycle container with Lid marked for recyclable materials other than the following allowed items: junk mail, magazines, clean cardboard boxes (that are cut or broken down to a size that fits into the Blue 64 gallon official numbered Irondale Recycle container), office paper, newspaper, aluminum cans, steel and tin cans, and #1 and #2 plastic bottles. No other items may be placed in the Blue 64-gallon official numbered Irondale Recycle container with Lid marked for recyclable materials.
 - (4) Any items not placed inside the Official Container will not be serviced.
- (b) A violation of this section shall carry the following shall carry the following penalty:
- (1) *First offense.* A first offense shall carry a fine of \$150.00 plus court costs.
 - (2) *Second offense.* A second offense shall carry a fine of \$250.00 plus court costs.
 - (3) *Third offense.* A third offense or more shall carry a fine of \$500.00 plus court costs and incarceration in the city jail for a mandatory minimum 48-hour period.

Section 7. **ORDINANCES REPEALED.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. **SEVERABILITY.** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Irondale hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 9. **LEGAL RIGHTS NOT IMPAIRED.** Nothing in this ordinance or in the Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under

any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 10. ORDINANCE CUMULATIVE; COMPATIBILITY WITH OTHER REGULATIONS. This Ordinance shall not be construed to modify or to repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this Ordinance are in addition to and cumulative to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

Section 11. PUBLICATION OF ORDINANCE. The City Clerk of the City of Irondale is hereby ordered and directed to cause this Ordinance to be published and that a copy of this Ordinance be entered upon the minutes of the meeting of the City Council.

Section 12. EFFECTIVE DATE OF ORDINANCE. That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall be in full force and effect upon adoption and shall continue in full force and effect from month to month and year to year from its effective date until repealed.

ADOPTED & APPROVED: This 21st day of March, 2023.

David Spivey, City Council President

APPROVED:

James D. Stewart, Jr., Mayor

ATTESTED:

Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Irondale at its regular meeting held on the 21st day of March, 2023, as the same appears in the minutes of record of said meeting.

Leigh Ann Allison, City Clerk