



TOWN OF EVA

P.O. Box 68
11 Adams Road
Eva, Alabama 35621

Municipal Government

MAYOR
Kent Chambers

TOWN CLERK
Kimberly Cryer

TOWN OF EVA WORK SESSION AGENDA October 1, 2026

AGENDA ITEMS

1. **Call to Order**
2. Discussion: Sewer Ordinances
3. Discussion: Storage Building for Decorations
4. Discussion: Paving the Ballfield and MPC Parking Lots
5. Discussion: MPC Rental Agreement
6. Discussion: Keypad Lock for MPC
7. Discussion: Food Expenses for Frontier Days Workers
8. **Adjournment**

Council Members

Finance, Education, & Library
Ron Ryan

Police, Fire, & Grants
Wes Stephens

Utilities & Streets
Teri Bailey

Sanitation & Buildings
Martin "Bear" Nelson

Parks, Recreation & Cemeteries
Shelia Dudley

ORDINANCE NUMBER 05-01

**AN ORDINANCE OF THE TOWN OF EVA, ALABAMA
REGULATING THE USE OF PUBLIC AND PRIVATE
SEWAGE DISPOSAL SYSTEMS IN THE TOWN OF EVA,
ALABAMA; DECLARING VIOLATIONS AND
PRESCRIBING PENALTIES FOR THE SAME; AND
PROVIDING FOR FEES, RATES AND CHARGES FOR
ACCESS TO AND USE OF THE PUBLIC SEWER SYSTEM
OF SAID TOWN**

WHEREAS, the Town Council of the Town of Eva, Alabama ("Council") has identified the need for a public sewer system in the Town of Eva, Alabama ("Town") for reasons of promotion of public health, as well as to promote residential, commercial and industrial growth; and

WHEREAS, the Council has determined that certain regulations should be adopted governing the use of both private and public sewer systems in order to provide proper sanitation for, and to protect the health of, the residents of the Town.

NOW, THEREFORE, be it **ORDAINED** by the Town Council of the Town of Eva, Alabama, as follows, to-wit:

Section 1. Definitions.

The following words, terms and phrases, when used in this ordinance or any appendix hereto shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

ADEM means the Alabama Department of Environmental Management.

Act or the act means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC 1251 et seq.

Approval authority means the director of ADEM or EPA.

Authorized representative of industrial user means a:

(1) Principal executive officer of at least the level of vice-president, if the industrial user is a corporation.

(2) General partner or proprietor if the industrial user is a partnership or proprietorship, respectively.

(3) Duly authorized representative of the individual designated in (1) or (2) if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates.

Biochemical oxygen demand (BOD) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures, five days at 20 degrees Celsius expressed in terms of weight and concentration (milligrams per liter (mg/l)).

Building sewer means a sewer conveying wastewater from the premises of a user to the municipal wastewater system.

Categorical standards means National Categorical Pretreatment Standards or pretreatment standards.

Compatible pollutant means BOD, suspended solids, pH and fecal coliform bacteria, and such additional pollutants as are specified and controlled in the Town's NPDES permit or any ADEM or EPA permit.

Cooling water means the water discharged from any use such as air conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

Control authority refers to the Town Council of the Town of Eva, Alabama or its designee for such authority.

Direct discharge means the discharge of treated or untreated wastewater directly to the waters of the state.

Environmental Protection Agency or EPA means the U. S. Environmental Protection Agency, or where appropriate the term may also be used for the administrator or other duly authorized official of that agency.

Force main and low pressure force main means the discharge line from a pumping facility or grinder pump station transporting wastewater to the treatment plant.

Garbage means solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of food.

Gravity sewer service line means the gravity driven sewer connection line conveying wastewater from a building or structure to the individual grinder pump serving the property upon which said building or structure is situated.

Health Department shall mean the state or the county or other local health department vested with legal authority by state law over sanitation and sewage matters.

Holding tank waste means any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum-pump tank trucks.

Incompatible pollutant means any pollutant which is not a compatible pollutant.

Indirect discharge means the discharge or the introduction of nondomestic pollutants from any source regulated under the act into the municipal wastewater system (including holding tank waste discharged into the system).

Individual grinder pump station means the pumping facility at each user location which receives wastewater from the user's gravity sewer service line and discharges it to force main or low pressure force main.

Industrial user means a source of indirect discharge which does not constitute a discharge of pollutants under regulations issued pursuant to the act.

Interference means the inhibition or disruption of the municipal wastewater system treatment processes, or operations which contribute to a violation of any requirement of the Town's NPDES permit or any ADEM or EPA permit. The term includes prevention of sewage sludge use or disposal in accordance with the act, or any criteria, guidelines or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent state criteria.

Manager or general manager means the general manager designated by the control authority and is synonymous with "superintendent."

Municipal Wastewater System shall include those matters encompassed within the definitions of "POTW," "sanitary sewer," "sanitary sewage system," "force main," "individual grinder pump station," "low pressure force main," "pumping facilities" and "treatment plant" in this ordinance, as well as the definition ascribed in Section 2 hereof.

National Categorical Pretreatment Standard or pretreatment standard means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with the act which applies to a specific category of industrial users.

National Pollution Discharge Elimination System (NPDES) permit means a permit issued pursuant to section 402 of the act.

National Prohibitive Discharge Standard or prohibitive discharge standard means any regulation developed under the authority of the act.

New source means any source the construction of which is commenced after the publication of proposed regulations prescribing a categorical pretreatment standard which will be applicable to such source if such standard is thereafter promulgated within 120 days of proposal in the Federal Register. Where the standard is promulgated later than 120 days after proposal, a new source means any source the construction of which is commenced after the date of promulgation of the standard.

Person means any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns other than the city or the board.

pH means the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in gram moles per liter of solution.

Pollutant means any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into water.

Pollution means the manmade or man-induced alteration of the chemical, physical, biological and radiological integrity of water.

Pretreatment or treatment means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging such pollutants into the municipal wastewater system.

Pretreatment requirements means any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard imposed on an industrial user.

Publicly owned treatment works (POTW) means a treatment works, as defined by the act, which is owned by and under the control of the Town of Eva, Alabama. This definition includes any sewers, pumping facilities and force mains that convey wastewater to the municipal wastewater system treatment plant.

Sanitary sewage system means all or any part of the lateral sewers, tanks, pumps, collecting sewers, intercepting sewers, sewage pumping stations, individual grinder pumping facilities, low pressure force mains, force mains, sewage treatment facilities and outfall sewers owned and administered by the Town of Eva, Alabama.

Sanitary sewer means a sewer intended to receive domestic and commercial sewage and industrial waste, except that of the type expressly prohibited by the rules and regulations, without the admixture of surface water and storm water.

Sewage shall mean wastewater as defined herein.

Significant industrial user means any industrial user of the city's wastewater disposal system who:

- (1) Has a discharge flow of 25,000 gallons or more per average workday;
- (2) Has a flow greater than five percent of the flow in the Town's wastewater treatment system;
- (3) Has in its wastes toxic pollutants as defined pursuant to this ordinance or state or federal statutes, rules or regulations; or
- (4) Is found by the Town, state department of environmental management (ADEM) or the U. S. Environmental Protection Agency (EPA) to have significant impact, either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of sludge, the system's effluent quality, or air emissions generated by the system.

Standard Industrial Classification (SIC) means a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President.

State means the State of Alabama.

State Indirect Discharge (SID) Permit means a permit to discharge issued by ADEM to all industrial users discharging to the POTW which are regulated by Section 307 of the Act.

Storm water means any flow occurring during or following any form of natural precipitation and resulting from such precipitation.

Superintendent means the general manager designated by the control authority and is synonymous with "manager" or "general manager."

Suspended solids means the total suspended matter that floats on the surface of or is suspended in water, wastewater or other liquids, and which is removable by laboratory filtering.

Town shall mean the Town of Eva, Alabama.

Toxic pollutant means any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the Environmental Protection Agency.

Treatment plant means that portion of the municipal wastewater system designed to provide treatment to wastewater.

User means any person who contributes, causes or permits the contribution of wastewater into the municipal wastewater system.

Wastewater means any liquid or water-carried industrial, commercial or domestic wastes from dwellings, commercial buildings, industrial facilities, institutions or any structure, together with such storm water or groundwater as may be present, whether treated or untreated.

Waters of the state means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are

contained within, flow through, or border upon the state or any portion of the state.

Terms not otherwise defined in this section shall be as adopted in the latest edition of *Standard Methods for the Examination of Water and Wastewater*.

Section 2. Scope of Ordinance.

This ordinance shall have application and effect within the municipal limits of the Town of Eva, Alabama and to all persons outside said municipal limits who are, by contract or agreement with the Town, users of the municipal wastewater system, which for purposes of this ordinance, means any wastewater system owned, operated or administered by the Town. This ordinance shall be deemed to govern all residential, commercial, industrial and public contracts for receiving wastewater collection and treatment services from the Town and shall apply to all services received, whether the service is based upon contract, agreement, signed application or other mutual understanding. This ordinance shall also govern all private wastewater disposal where the context so indicates.

Section 3. Penalties.

Any user who violates any provision of this ordinance or who violates or fails to comply with the orders, rules, regulations and permits of the control authority with respect to the municipal wastewater system shall be guilty of a misdemeanor and punished by a fine not exceeding \$500.00 or by a jail sentence not exceeding six months, or by both such fine and imprisonment. With respect to violations of this ordinance which are continuous with respect to time, each day or part thereof that such violations continue shall be deemed and chargeable as a separate offense.

Section 4. Civil Enforcement.

Without limitation of any other remedies or method of enforcement available to the Town by statute or otherwise, the Town may commence and maintain actions for damages or injunctive or other equitable relief against any person violating the provisions of this ordinance and may recover from such persons reasonable attorney fees and expenses associated with such enforcement.

Section 5. Applications for Service.

No person shall make connection to the municipal sewer system until an application on forms prescribed by the control authority, together with any applicable fee, has been submitted at a location designated by the control authority and such application has been approved. Submission of such application does not require the Town to issue such permission to proceed or to render the requested service, but where such permission or service is refused, any fee paid with such application shall be refunded.

Section 6. Wastewater Disposal Services.

No person shall clean out, drain, or flush any septic tank, holding tank waste, portable toilet or any other type of wastewater, sewage or excreta disposal system into the POTW or other part of the municipal wastewater system unless such person first obtains a permit from the manager or control authority and pays any prescribed fee for such disposal. The manager or control authority shall designate locations where such disposal can take place and where equipment used for such purpose can be cleaned. No such permit shall issue unless the manager or control authority is satisfied that the applicant has adequate and proper equipment to make such disposal in a safe and competent manner.

Section 7. Regulations.

- (a) That certain document designated as "Appendix A to Ordinance No.05-01" as the same is originally adopted and as it may be amended from time to time is hereby adopted and incorporated herein by reference to the same as though it were set out fully at this point, and its provisions shall be controlling and of the same force and effect as any ordinance of the Town, as shall all orders, rules, regulations and permits promulgated pursuant to same. Any amendment to said appendix shall be deemed an amendment to this ordinance.
- (b) All existing or newly constructed buildings or structures required by law to incorporate wastewater disposal systems shall connect the same to the municipal wastewater system, provided the same is available as that term is defined elsewhere herein as soon as the same becomes so available.
- (c) The disposal of wastewater by means other than use of the municipal wastewater system shall be permissible only where the municipal wastewater system is not available as that term is defined herein and the method employed is approved by the Health Department.
- (d) The municipal wastewater system shall be considered "available" for purposes of this Article where a public sewer collector line or low pressure force main is located within a distance of five hundred (500) feet of the structure to be served by the sewer system and where each of the following conditions exist: (1) the sewer collector line or low pressure force main is accessible at the boundary line of the property in question without crossing the property of any other person; and (2) the Town bears or has borne the cost and expense of making the collector line or low pressure force main accessible at the boundary line of the property in question, so that the property owner is responsible only for the cost of extending a line across his or her property to the point of connection with the municipal wastewater system or connection to an individual grinder pump station and any regular tap fees, impact fees or other standard fees charged to all persons by the Town for connection to the municipal wastewater system; and (3) the property owner is not required to cut, bore under or otherwise cross any public roadways unless the Town pays all costs and expenses associated with any such cut, boring or other crossing. When such connection is made, all connections to any onsite or other disposal system shall be severed and plugged to prevent the entry of surface and underground water into the public sewer.
- (e) The holder of any building or sewage connection permit shall notify the superintendent when the building to which the same applies is ready for inspection and connection to the municipal wastewater system or to an individual grinder pump station. The connections shall be made under the supervision of the superintendent or his representative. The building sewer or gravity sewer service line shall not be covered until approval for backfill has been given by the superintendent.
- (f) No person shall uncover, make any connections with or opening into, or use, alter or disturb the municipal wastewater system without first obtaining a written permit from the Town, in addition to any other permits required by the Town or other authority.
- (g) Except as otherwise provided herein or by other applicable ordinance, all cost and expense incidental to the installation and connection of any building sewer or gravity sewer service line to the municipal wastewater system or to an individual grinder pump station shall be borne by the user or owner of the building sewer. The user or owner shall indemnify the Town from any loss or damage which may directly or indirectly be occasioned by the installation of the building sewer or gravity sewer service line.
- (h) A separate and independent building sewer or gravity sewer service line shall be provided for every building, except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear of the building through an adjoining alley, court yard, or driveway, in which case the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.
- (i) No person shall make connection of roof downspouts, exterior foundation drains,

areaway drains, or other sources of surface runoff, groundwater or indirect discharge to a building sewer or building drain which in turn is connected directly or indirectly to the municipal wastewater system. Any such connection found shall be disconnected and the building sewer repaired to the satisfaction of the superintendent at the owner's expense.

(j) No more than one single family residence per single sewer connection shall be permitted, except where more than one unit is legally served by the same water meter, in which case such connections are permissible.

(k) All pertinent OSHA requirements shall be met. All excavations for building sewer installation shall be adequately guarded with barricades and lights to as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Town.

(l) Stormwater and all other unpolluted drainage shall only be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the Town and ADEM. Industrial cooling water or unspoiled process waters may be discharged on approval of the Town and ADEM to a storm sewer or natural outlet.

(m) The size, slope, alignment and materials of construction of a building sewer or gravity sewer service line and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the Town. In the absence of or in amplification of code provisions, the materials and procedures set forth in applicable specifications of the A.S.T.M. and W.E.F. Manual or Practice Number 9 shall be observed.

(n) The connection of the building sewer or gravity sewer service line into the municipal wastewater system shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the Town or the procedures set forth in appropriate specifications of the A.S.T.M. and W. E. F. Manual of Practice Number 9. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the manager before installation.

(o) Initial connections to low pressure force mains, gravity sewer mains and trunk line sewers are to be made into a wye connector or other connections provided in line. If for any reason a wye connector or other connection is not available, the connection to low pressure force main, gravity sewer main or trunk will be made by the Town.

(p) The sewer connection and all sewer laterals from the building to the sewer main line or individual grinder pump station and the discharge force main must be inspected by an inspector of the Town before any underground portion is covered.

(q) Sewer laterals that have been previously used but have been abandoned due to the razing of building structure may be used in connection with new buildings only when they are found, upon examination and test by the manager, to meet all requirements of this ordinance. All others must be sealed to the specifications of the Town. Each individual property owner or user of the wastewater control facilities shall be entirely responsible for the maintenance of the building sewer or gravity sewer service line located on private property. This maintenance will include repair or replacement of the building sewer or gravity sewer service line as deemed necessary by the manager to meet specifications of the Town.

(r) All building sewer construction or repair and all connections to the municipal wastewater system shall be made by or under the supervision of a plumber properly licensed for such work and all electrical work and connections shall be made by or under the supervision of a licensed electrician.

(s) All building sewers or gravity sewer service lines and all connections to the municipal wastewater system shall meet all requirements and specifications of the control

authority. In addition to the remedy provided in Section 11 of this Ordinance where such requirements are not met because the property owner fails or refuses to make necessary repairs or take necessary corrective measures after reasonable notice, the manager shall have the authority to make the necessary repairs or take the necessary corrective measures and the property owner shall be required to pay the actual cost of same in addition to any fines, costs or other penalties which may be imposed.

(i) The control authority shall have the authority to require any property owner or person utilizing the municipal wastewater system, where necessary to assure compliance with the control authority's discharge standards, to provide and maintain a grease trap or pretreatment facility meeting the control authority's requirements and standards.

Section 8. Prohibited Discharge.

(a) It shall be unlawful for any person without a permit from the control authority to discharge or cause to be discharged any stormwater, surface water, indirect discharge, ground water, roof runoff, subsurface drainage, uncontaminated cooling water or unpolluted industrial process waters to any sanitary sewer; nor shall a person discharge sanitary or industrial wastewater to any storm sewer or natural waterway.

(b) The Town may, by resolution duly adopted, temporarily exclude any industrial waste, whether pretreated or not, from the municipal wastewater whenever, in its opinion, such action is necessary for the purpose of determining the effects of such wastes upon the municipal wastewater system or any component thereof. It may, likewise, exclude any industrial waste, or other waste, from the municipal wastewater system whenever, in its opinion, such action is necessary to protect the system or to facilitate the proper operation of the system.

Section 9. Right of Entry.

The Superintendent and other duly authorized employees of the Town shall be permitted to enter all private properties upon which the Town holds a right of way or easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the municipal wastewater system lying within said easement. Likewise, such personnel shall have the right of entry unto private property at reasonable times and upon reasonable notice to the owner or occupant for such purposes. It shall be unlawful for any person to unreasonably refuse, or interfere with, such access and purposes.

Section 10. Rates, Fees and Charges.

(a) The Council, by ordinance, shall prescribe and provide for the collection, billing and method of payment of fees, rates and charges applicable to connecting to and use of the municipal wastewater system in all its aspects. Such rates, fees and charges may be amended by ordinance from time to time.

(b) Under no circumstances shall the Town charge any person for wastewater disposal where no structure on the land in question is connected to the municipal wastewater system, except where such connection is mandatory and the landowner fails or refuses to make such connection.

Section 11. Failure to Connect or Pay Rates, Charges or Fees.

In the event any person required by this ordinance to make connection to the municipal wastewater system shall fail to do so as required after thirty (30) days notice of such requirement or in the event any person shall fail to pay any required rates, fees or charges or take any corrective measures prescribed by the control authority within any duly prescribed time, the manager or control authority shall notify the Cullman County Water Department to suspend or disconnect water service to the applicable property until such time as such connection has been made and approved or such charges, fees or rates have been paid, including any late or

connection fees charged by the Town or Cullman County Water Department on account of such failure to connect or pay. The control authority may extend the thirty (30) day compliance time, in its discretion, for good cause shown.

Section 12. Water Meter Required.

No sewer service shall be extended to any property which does not have a separate water meter serving that property.

Section 13. Authorized Sewage Disposal Systems Required.

(a) It shall be unlawful in the Town to discharge or dispose of any sewage, wastewater or other polluted water except in accordance with the provisions of this ordinance.

(b) It shall be unlawful in the Town, except as provided in this ordinance, to construct, utilize or maintain any privy, privy vault, septic tank, cesspool or other device or facility intended for disposal of sewage or wastewater.

(c) The disposal of sewage or wastewater by means other than the use of the municipal wastewater system where use of such system is not required herein shall be in accordance with Health Department requirements and regulations and must be approved by the Health Department and not reported as failing pursuant to Section 7(b) hereof. Any other disposal of such sewage or wastewater shall be unlawful.

Section 14. Ownership of Tanks and Pumps.

Except as specifically agreed otherwise in writing between the control authority or the manager and any property owner or person utilizing the municipal wastewater system, the tanks and pumps necessary to connect to and utilize said system shall belong to and be maintained by the Town. If however, any maintenance, replacement or repair of said tanks or pumps is necessary and it can be demonstrated by clear and convincing evidence that the maintenance or repair was made necessary by the unauthorized or unreasonable use of same by the property owner or any person using same by authority of the property owner, the property owner or such person, or both, shall be required to reimburse the Town for the cost of same in addition to any other fines, costs or other penalties which may be imposed.

Section 15. Severability.

In the event any portion of this ordinance shall be declared invalid or unenforceable, the remaining portions shall be effective immediately upon its adoption and publication according to law.

Section 16. Effective Date.

This Ordinance shall be effective immediately upon its adoption and publication according to law.

ADOPTED and APPROVED this the 5 day of July, 2005.

APPROVED BY:

Gary Livingston, Mayor

ATTEST:

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(Seal)



Judy Fortenberry, Town Clerk

LWM/zip0605/ova.ordinance
T107-05M

**APPENDIX "A" TO ORDINANCE NUMBER 05-01
OF THE TOWN OF EVA, ALABAMA
EDITION ONE - OCTOBER 11, 2005**

As provided in Ordinance Number 05-01 of the Town of Eva, Alabama the following provisions shall be deemed part and parcel of said Ordinance as though set out therein word for word and all persons or entities utilizing any part of the public sewer system of the Town of Eva, Alabama shall be subject to such provisions:

A. No person or user shall discharge or cause to be discharged any of the following described waters or waste waters to any public sewers. Pretreatment shall be provided, if necessary to meet these standards as indicated in Paragraph (B) of this section.

1. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.

2. Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quality, either singly or by interaction with other wastes, to injure or interfere with the POTW, the sewage treatment process, constitute a hazard to humans or animals, create a public nuisance or create any hazard in receiving waters of the sewage treatment plant.

3. Any waters or wastes having a pH lower than 5.5 or greater than 10.0, or having any other corrosive property capable of causing damage or hazard to the POTW, to piping, structures, equipment, treatment processes or personnel of the sewage works.

4. Solid or viscous substances in a quantity or quantities capable of causing obstruction or impediment of the flowing sewers, or other interference with the proper operation of the POTW, pumping facilities, force mains, low pressure force mains and sewage works such as, but not limited to, ashes, cinder, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, underground garbage, whole blood, paunch manure, hair and fleshing, entrails, paper dishes, cups, milk containers, etc. either whole or ground by garbage grinders.

5. Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the POTW for maintenance and repair.

6. Any substance which may cause the POTW's effluent or any other product of the POTW such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance be discharged to the POTW to cause the POTW to be in non-compliance with sludge use or disposal criteria, guidelines, or regulations affecting sludge use or disposal developed under *Section 405* of the Act; any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the *Solid Waste Disposal Act*, the *Clean Air Act*, the *Toxic Substances Control Act*, or State criteria applicable to

the sludge management method being used.

7. Any substance which will cause the POTW to violate its NPDES Permit or the receiving water quality standards.

8. Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.

9. Any wastewater having a temperature which will inhibit biological activity in the POTW treatment plant resulting in interference with or reduction in treatment plant efficiency or cause the City to violate its NPDES Permit. In no case shall any wastewater be introduced into the POTW which will cause the temperature of the wastewater to exceed 104°F at the introduction into the POTW treatment plant, unless the plant is designed to accommodate such temperature.

10. Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow rate and/or pollutant concentration which will cause interference with the effective operation of POTW.

11. Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Superintendent in compliance with applicable State or Federal regulations.

12. Any wastewater which causes a hazard to human life or creates a public nuisance.

13. Any wastewater containing oil, grease, fats or wax, whether emulsified or not, in excess of 100 mg/l.

14. Any wastewater containing suspended solids in excess of 250 mg/l.

15. Any wastewater containing BOD in excess of 250 mg/l.

16. Any wastewater containing iron, nickel, tin, zinc, aluminum, cadmium, copper, chromium (total and hexavalent), cyanide, phosphates and similar substances which are toxic, interfere with the treatment process or exceed the concentration recommended by ADEM or EPA requirements, the Published Federal Categorical Standards, or limits established by the Town.

B. 1. Where necessary, in the opinion of the Town and for any significant industrial user, pretreatment of the wastewater shall be provided by the industrial user as required to reduce the discharged wastewater to a level which does not exceed the limits as indicated herein, does not interfere with the POTW and the treatment process and complies with any SID permit issued to the user by ADEM.

2. Upon the promulgation of the Federal Categorical Pretreatment Standards for a particular industrial subcategory, the federal standard, if more stringent than limitations imposed under this section for sources in that subcategory, shall immediately supersede the limitations imposed under this section. The control authority shall notify all affected users of all applicable reporting requirements.

3. Where the wastewater treatment system achieves consistent removal of pollutants limited by federal pretreatment standards, the control authority may modify specific limits in the federal pretreatment standards. Consistent removal means reduction in the amount of a pollutant or alteration of the nature of the pollutant by the wastewater treatment system to a less toxic or harmless state in the effluent which is achieved by the system in 95 percent of the samples taken when measured according to the procedures set forth in the "General Pretreatment Regulations for Existing and New Sources of Pollution" promulgated pursuant to the act.

C. When required by the Town, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessible and safely located, and shall be constructed in accordance with plans approved by the Superintendent. The manhole shall be installed by the property owner, at his expense, and shall be maintained by him so as to be safe and accessible at all times.

D. All testing of wastewaters shall be in accordance with Standard Methods for the Examination of Water and Wastewater, Latest Edition.

E. 1. The control authority may suspend the wastewater treatment service and/or a permit when such suspension is necessary, in the opinion of the control authority, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment; causes interference to the public wastewater system; or causes the control authority to violate any condition of its NPDES permit.

2. Any person or entity notified of a suspension of the wastewater treatment service and/or the permit shall immediately stop or eliminate the contribution. If the person or entity fails to comply voluntarily with the suspension order, the control authority shall take such steps as deemed necessary, including immediate severance of the sewer connection and/or immediate termination of water service, to prevent or minimize damage to the public wastewater system or endangerment to any individuals. The control authority shall reinstate the permit and/or the wastewater treatment service upon proof of the elimination of the noncomplying discharge. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the control authority within 15 days of the date of occurrence.

F. 1. Users required to obtain an SID (state indirect discharge) permit shall complete and file with the control authority and ADEM an application in the form prescribed by

ADEM and accompanied by a fee to be set by the control authority. Users shall apply for a state indirect discharge (SID) permit at least 90 days prior to connecting to or contributing to the municipal wastewater system. In support of the application, the user shall submit such information as ADEM or the control authority may require. Within nine months of the promulgation of a National Categorical Pretreatment Standard, the state indirect discharge (SID) permit of users subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard.

2. Any user who violates the conditions of this Section or applicable state and federal regulations is subject to having his permit revoked and may also have it revoked for:

(a) Failure of a user to factually report the wastewater constituents and characteristics of his discharge;

(b) Failure of the user to report significant changes in operations, or wastewater constituents and characteristics;

(c) Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring; or

(d) Violation of conditions of the permit.

I, Judy H. Fortenberry, Eva Town Clerk, certify that Ordinance # 05-01 Titled: An ordinance of The Town of Eva, Alabama regulating the use of public and private sewage disposal systems in the town of Eva, Alabama; declaring violations and prescribing penalties for the same; and providing for fees, rates and charges for access to and use of the public sewer system of said Town was published by posting a copy of the same at the following four locations: Jack's Foodland, Eva Post Office, Eva Exxon and Eva Town Hall as prescribed in Code of Alabama, 1975, in this the 6 day of July 2005.

Judy Fortenberry, Eva Town Clerk

ORDINANCE NUMBER 05-02

AN ORDINANCE ESTABLISHING CHARGES, RATES AND FEES FOR CONNECTING TO AND USE OF THE MUNICIPAL WASTEWATER SYSTEM OF THE TOWN OF EVA, ALABAMA AND PROVIDING A METHOD OF BILLING FOR USE CHARGES

WHEREAS, the Town Council of the Town of Eva, Alabama, has, by Ordinance Number 05-01, provided for public sewer service in the Town of Eva, Alabama; and

WHEREAS, said Ordinance Number 05-01 provides that rates, fees, charges and billing for such sewer services shall be established by separate ordinance.

NOW, THEREFORE, be it **ORDAINED** by the Town Council of the Town of Eva, Alabama ("Town") as follows, to-wit:

Section 1. Definitions.

Those definitions set out in Section 1 of Ordinance Number 05-01 of the Town of Eva, Alabama ("Ordinance No. 05-01") shall be applicable to this Ordinance, except that the municipal wastewater shall be referred to herein as "public sewer." Additionally, the term "customer" shall mean any resident, property owner or other person either utilizing the public sewer or for whom such use is required by Ordinance No. 05-01.

Section 2. Billing Agreement.

The Mayor shall be and is hereby authorized to enter into and thereby bind the Town to an agreement with the Cullman County Water Department substantially in conformity with the specimen agreement attached hereto as Exhibit "A" for billing and collection of the Town's usage charges for the public sewer.

Section 3. Sewer Usage Charges.

a. Every customer shall pay for use of the public sewer each month an amount equal to each such customer's water bill for the property in question for each month, payable when the water bill for that month is payable in accordance with the billing agreement referred to in Section 2 of this Ordinance.

b. As to any customer discharging any incompatible pollution or any wastewater containing contaminants not normally associated with domestic sewage, charges shall be as prescribed by the manager based on the Town's additional cost of treating such wastes over normal domestic sewage. Such charges shall not exceed the basic rate plus the actual additional cost, as nearly as such cost can be reasonably determined, of treating such waste as opposed to normal domestic wastewater.

c. As to any significant industrial user, rates shall be determined by negotiation between such users and the control authority.

Section 4. Sewer Tap Fees.

A sewer tap fee shall be charged to every customer for connecting any building sewer or other sewer servicing such customer to the public sewer. The Town will supply and install all necessary tanks, pumps and related materials. The amount of the tap fee shall be equal to the actual cost incurred by the Town in providing and installing any tank, pump or other facility or materials necessary to allow such connection to the public sewer, unless agreed otherwise by the manager and customer where special circumstances require special equipment, materials or facilities, such as

with industrial or large institutional or commercial customers. Actual expenses for purposes of calculating the applicable tap fee include all costs for labor, material, equipment and other expenses directly incurred for the particular connection in question.

Section 5. Billing.

a. Billing for sewer service shall be done according to the agreement referred to in Section 2 hereof.

b. Payment by customers shall be made when the water bill on which the sewer charge appears for the property in question is due and shall be deemed late when the water bill is deemed late by the Cullman County Water Department ("Department"). A late charge equal to that charged by the Department for water service shall be charged for sewer service, as well.

Section 6. Exception to Tap Fees When Sewer First Becomes Available.

a. The Town shall absorb all costs associated with connection of any customer to the public sewer, including necessary tanks, pumps and building sewer and electrical connections thereto where a customer commits, by a date designated by the control authority, to connect to and use the public sewer when the sewer first becomes available to serve the property in question, with availability being as defined in Ordinance Number 05-01 and further provided that such connection is made during construction of the public sewer serving such property or as otherwise agreed by the control authority. The customer shall be responsible for payment for the building sewer line to the point of connection to the public sewer, except as to the closing and plugging of any existing septic tanks, the cost of which shall be paid by the Town.

b. The exception set out in subsection (a) hereof shall apply only where the customer agrees to and does grant to the Town, without compensation, any necessary easement for making the public sewer available and installing and maintaining all necessary lines, tanks, pumps and other materials, equipment or facilities.

Section 7. Effective Date.

This Ordinance shall be effective immediately upon its adoption and publication according to law.

ADOPTED and APPROVED this the 5th day of July, 2005.

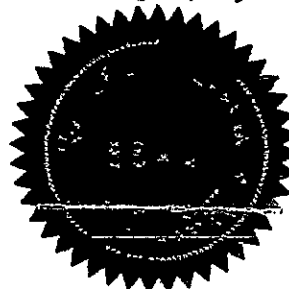
APPROVED BY:

Gary Livingston, Mayor

ATTEST:

(Seal)

Judy Fortenberry, Town Clerk



I, Judy H. Fortenberry, Eva Town Clerk, certify that Ordinance # 05-02 Titled: An ordinance establishing charges, rates and fees for connecting to and use of the municipal wastewater system of the Town of Eva, Alabama and providing a method of billing for use charges was published by posting a copy of the same at the following four locations: Jack's Foodland, Eva Post Office, Eva Exxon and Eva Town Hall as prescribed in Code of Alabama, 1975, in this the 6 day of July 2005.

Judy Fortenberry, Eva Town Clerk

ORDINANCE NUMBER 23-03

AN ORDINANCE AMENDING ORDINANCE NO. 05-01 OF THE TOWN OF EVA, ALABAMA, WITH RESPECT TO THE SANITARY SEWAGE SYSTEM OF SAID TOWN, BY MAKING PROVISIONS FOR OWNERSHIP OF GRINDER PUMPS AND OTHER EQUIPMENT; PROVIDING FOR WATER RATE DISCOUNTS FOR CUSTOMERS WHO OWN LOW GRAVITY PUMPS ON THEIR PROPERTY; MAKING PROVISIONS FOR ENFORCEMENT; REQUIRING CERTAIN PERMITS; AND REQUIRING GREASE TRAPS FOR CERTAIN LOCATIONS

WHEREAS, the Town Council of the Town of Eva, Alabama ("Council"), adopted Ordinance No. 05-01 of said Town on July 5, 2005; and

WHEREAS, said Ordinance No. 05-01 established rules and regulations for a sanitary sewage system for the Town; and

WHEREAS, in particular, Ordinance No. 05-01 provided that the Town would be the owner of all low gravity pumps, tanks and individual grinder pump stations; and

WHEREAS, the Council has determined that all tanks, low gravity pumps, individual grinder pump stations and related tanks and components installed after May 31, 2023, shall belong to the property owners; and

WHEREAS, the Council finds that to compensate owners who are required to own the aforesaid items, such owners should receive a discount in their water rate because of the fact that persons who utilize low gravity pumps owned by the Town are not responsible for the purchase or maintenance of same; whereas persons installing such items after May 31, 2023 shall be responsible for such costs.

NOW, THEREFORE, be it ORDAINED by the Town Council of the Town of Eva, Alabama, as follows, to-wit:

Section 1. Ordinance No. 05-01 of the Town of Eva, Alabama (Ord. 05-01) is hereby

amended by the addition of a Section 14.1, to be entitled and to read in its entirety as follows:

"Section 14.1 Ownership of tanks and pumps installed after May 31, 2023.

(a) All tanks, low gravity pumps, individual pump stations and related components, as defined in this Ordinance, which are owned by the Town pursuant to Section 14 of this Ordinance, shall remain owned by the Town, subject only to the provisions of subparagraph (d) of this Section 14.1. All tanks, low gravity pumps, individual grinder pump stations and all appurtenances to such items which are installed after May 31, 2023, shall be and remain the property of the property owner and the heirs, successors and assigns of said owner.

(b) All low gravity pumps which are installed on property where no such pumps are installed as of May 31, 2023, or as additional or replacement pumps on property where low gravity pumps are already installed and owned by the Town pursuant to Section 14, shall be purchased from the Town, unless the Town specifically approves, in writing, a pump purchased from another source by the property owner. The purpose of this requirement is to assure that the types and quality and pumps will remain uniform for more efficient and reliable use and maintenance. The Town shall sell the pumps to the property owners at the Town's actual cost with no mark up.

(c) The owner of all low gravity pumps, individual pump stations and related components which are installed after May 31, 2023 per subsection (b) hereof shall be responsible for all maintenance, upkeep, proper operation and all other instances of ownership and operation of such equipment, including all expenses associated therewith, and, likewise, so shall any property owner who elects to take ownership of such equipment pursuant to subsection (d) hereof.

(d) (i) Any owner who desires to take ownership of the low gravity pump, tank, individual grinder pump station and related components may do so by notifying the Town on a form provided by the Town approved for that purpose. Upon acceptance of the application for ownership by the Town, the owner shall own such equipment and shall be fully responsible for all such equipment not owned by the Town the same as are the owners of such equipment installed after May 31, 2023 under subsections (b) and (c) of this Section 14.1. This responsibility shall be as to all-such equipment which is in place as of the date that the property owner takes ownership of the same, as well as any subsequent replacement, in whole or in part, of the same thereafter.

(ii) The new owner(s) of any commercial, business or other non-single-family residential real property to whom such property is conveyed after the

effective date of this ordinance, whether the tanks, pump stations and related components are owned by the Town or the person/entity conveying the property to the new owner(s), shall take ownership of all such items upon such conveyance and shall be subject to all other provisions of this ordinance relating to such items and the sanitary sewer system of the Town.

Section 2. Ord. 05-01 is hereby further amended by adding to the existing Section 10 (Rates, Fees and Charges), a subsection (c), which said subsection (c) shall read, in its entirety, as follows:

"(c) Each property owner who installs a low gravity pump pursuant to Section 14.1(b) and (c), or who takes ownership of such existing equipment on his or her property pursuant to Section 14.1(d), shall be entitled to a discount from the water rates charged by the Town to customers who utilize such equipment owned by the Town. The amount of the discount shall be set from time to time by the Council. If the Council decreases the discount at any time, all customers with better discounts than those set by the new, decreased discount, shall be entitled to retain the better discount. However, if the discount is increased by the Council so that the discount becomes better than that initially set for customers under this subsection, all such customers shall receive the benefit of the better discount."

Section 3. Ord. 05-01 is hereby further amended by adding Section 17, which said section shall read, in its entirety, as follows:

"Section 17. Miscellaneous Provisions.

(a) No owner shall be issued a Certificate of Occupancy (CO) for any property which does not comply in all aspects with the requirements of Ord. 05-01 with regard to the sanitary sewage system of the Town. Likewise, no person shall occupy a building where no such CO has been issued. Without limitation of the foregoing provision, it is specifically provided that no CO shall be issued, and no person shall occupy a building, unless there is an approved, properly installed and properly operating low gravity pump and any other required, individual grinder pump station and any tank or other required components properly connected to the sanitary sewage system of the Town and functioning properly.

(b) Before the installation or replacement of any low gravity pump, individual grinder pump station, tank or other appurtenance to the same, the owner shall purchase a permit for such installation from the Town and all such installation

and replacements shall be in full compliance with all requirements of this Ordinance.

(c) Any restaurant or commercial facility where a Health Department permit is required due to the offer for sale, or furnishing, of food items prepared at the facility, or which otherwise disposes of food waste on-site, shall have a grease trap approved by the Town and any other authority from which approval is required, which said grease trap shall be cleaned out on an as-needed basis so as to prevent discharge of grease and food or other waste into the sanitary sewer system of the Town and, in no case, shall said traps be cleaned out less often than at six months intervals."

Section 4. In the event any portion of this Ordinance shall be declared invalid or unenforceable, the remaining portions shall remain in full force and effect.

Section 5. This Ordinance shall be effective immediately upon its adoption and publication according to law.

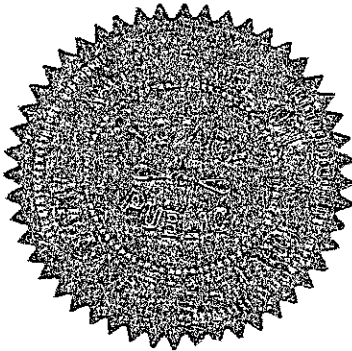
ADOPTED and APPROVED this the 9th day of May, 2023.

APPROVED BY:

Gary Livingston, Mayor

ATTEST:

(Seal)



Kathy Nelson, Town Clerk

Recorded 9-13-24

ORDINANCE NUMBER 23-03

AN ORDINANCE AMENDING ORDINANCE NO. 05-01 OF THE TOWN OF EVA, ALABAMA, WITH RESPECT TO THE SANITARY SEWAGE SYSTEM OF SAID TOWN, BY MAKING PROVISIONS FOR OWNERSHIP OF GRINDER PUMPS AND OTHER EQUIPMENT; PROVIDING FOR WATER RATE DISCOUNTS FOR CUSTOMERS WHO OWN LOW GRAVITY PUMPS ON THEIR PROPERTY; MAKING PROVISIONS FOR ENFORCEMENT; REQUIRING CERTAIN PERMITS; AND REQUIRING GREASE TRAPS FOR CERTAIN LOCATIONS

WHEREAS, the Town Council of the Town of Eva, Alabama ("Council"), adopted Ordinance No. 05-01 of said Town on July 5, 2005; and

WHEREAS, said Ordinance No. 05-01 established rules and regulations for a sanitary sewage system for the Town; and

WHEREAS, in particular, Ordinance No. 05-01 provided that the Town would be the owner of all low gravity pumps, tanks and individual grinder pump stations; and

WHEREAS, the Council has determined that all tanks, low gravity pumps, individual grinder pump stations and related tanks and components installed after May 31, 2023, shall belong to the property owners; and

WHEREAS, the Council finds that to compensate owners who are required to own the aforesaid items, such owners should receive a discount in their water rate because of the fact that persons who utilize low gravity pumps owned by the Town are not responsible for the purchase or maintenance of same; whereas persons installing such items after May 31, 2023 shall be responsible for such costs.

Sewer
Rate

NOW, THEREFORE, be it ORDAINED by the Town Council of the Town of Eva, Alabama, as follows, to-wit:

Section 1. Ordinance No. 05-01 of the Town of Eva, Alabama (Ord. 05-01) is hereby

Ordinance No. 23-03
Page 2

amended by the addition of a Section 14.1, to be entitled and to read in its entirety as follows:

"Section 14.1 Ownership of tanks and pumps installed after May 31, 2023.

(a) All tanks, low gravity pumps, individual pump stations and related components, as defined in this Ordinance, which are owned by the Town pursuant to Section 14 of this Ordinance, shall remain owned by the Town, subject only to the provisions of subparagraph (d) of this Section 14.1. All tanks, low gravity pumps, individual grinder pump stations and all appurtenances to such items which are installed after May 31, 2023, shall be and remain the property of the property owner and the heirs, successors and assigns of said owner.

(b) All low gravity pumps which are installed on property where no such pumps are installed as of May 31, 2023, or as additional or replacement pumps on property where low gravity pumps are already installed and owned by the Town pursuant to Section 14, shall be purchased from the Town, unless the Town specifically approves, in writing, a pump purchased from another source by the property owner. The purpose of this requirement is to assure that the types and quality and pumps will remain uniform for more efficient and reliable use and maintenance. The Town shall sell the pumps to the property owners at the Town's actual cost with no mark up.

(c) The owner of all low gravity pumps, individual pump stations and related components which are installed after May 31, 2023 per subsection (b) hereof shall be responsible for all maintenance, upkeep, proper operation and all other instances of ownership and operation of such equipment, including all expenses associated therewith, and, likewise, so shall any property owner who elects to take ownership of such equipment pursuant to subsection (d) hereof.

(d) (i) Any owner who desires to take ownership of the low gravity pump, tank, individual grinder pump station and related components may do so by notifying the Town on a form provided by the Town approved for that purpose. Upon acceptance of the application for ownership by the Town, the owner shall own such equipment and shall be fully responsible for all such equipment not owned by the Town the same as are the owners of such equipment installed after May 31, 2023 under subsections (b) and (c) of this Section 14.1. This responsibility shall be as to all such equipment which is in place as of the date that the property owner takes ownership of the same, as well as any subsequent replacement, in whole or in part, of the same thereafter.

(ii) The new owner(s) of any commercial, business or other non-single-family residential real property to whom such property is conveyed after the

Ordinance No. 23-03
Page 3

effective date of this ordinance, whether the tanks, pump stations and related components are owned by the Town or the person/entity conveying the property to the new owner(s), shall take ownership of all such items upon such conveyance and shall be subject to all other provisions of this ordinance relating to such items and the sanitary sewer system of the Town.

Section 2. Ord. 05-01 is hereby further amended by adding to the existing Section 10 (Rates, Fees and Charges), a subsection (c), which said subsection (c) shall read, in its entirety, as follows:

"(c) Each property owner who installs a low gravity pump pursuant to Section 14.1(b) and (c), or who takes ownership of such existing equipment on his or her property pursuant to Section 14.1(d), shall be entitled to a discount from the water rates charged by the Town to customers who utilize such equipment owned by the Town. The amount of the discount shall be set from time to time by the Council. If the Council decreases the discount at any time, all customers with better discounts than those set by the new, decreased discount, shall be entitled to retain the better discount. However, if the discount is increased by the Council so that the discount becomes better than that initially set for customers under this subsection, all such customers shall receive the benefit of the better discount."

Section 3. Ord. 05-01 is hereby further amended by adding Section 17, which said section shall read, in its entirety, as follows:

"Section 17. Miscellaneous Provisions.

(a) No owner shall be issued a Certificate of Occupancy (CO) for any property which does not comply in all aspects with the requirements of Ord. 05-01 with regard to the sanitary sewage system of the Town. Likewise, no person shall occupy a building where no such CO has been issued. Without limitation of the foregoing provision, it is specifically provided that no CO shall be issued, and no person shall occupy a building, unless there is an approved, properly installed and properly operating low gravity pump and any other required, individual grinder pump station and any tank or other required components properly connected to the sanitary sewage system of the Town and functioning properly.

(b) Before the installation or replacement of any low gravity pump, individual grinder pump station, tank or other appurtenance to the same, the owner shall purchase a permit for such installation from the Town and all such installation

Ordinance No. 23-03
Page 4

and replacements shall be in full compliance with all requirements of this Ordinance.

(c) Any restaurant or commercial facility where a Health Department permit is required due to the offer for sale, or furnishing, of food items prepared at the facility, or which otherwise disposes of food waste on-site, shall have a grease trap approved by the Town and any other authority from which approval is required, which said grease trap shall be cleaned out on an as-needed basis so as to prevent discharge of grease and food or other waste into the sanitary sewer system of the Town and, in no case, shall said traps be cleaned out less often than at six months intervals."

remove
because
State
Requires
it.

Section 4. In the event any portion of this Ordinance shall be declared invalid or unenforceable, the remaining portions shall remain in full force and effect.

Section 5. This Ordinance shall be effective immediately upon its adoption and publication according to law.

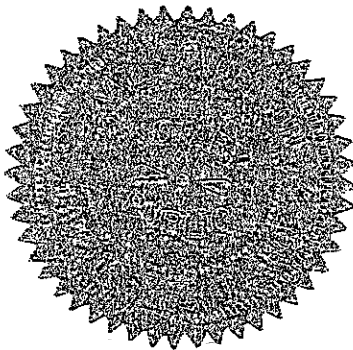
ADOPTED and APPROVED this the 9th day of May, 2023.

APPROVED BY:

Gary Livingston, Mayor

ATTEST:

(Seal)



Kathy Nelson, Town Clerk

LWM/zip0223/evg/ordinance
T107-23M

Term/Cashier: FRB-23-TKNOWLES / TarsK
Tran: 24516.530823.698812
REC Recording Fee 21.00
AFF Special Fee (Act 95-424) 5.00
FIL Filing Fee 1.00
Total Fees: \$ 27.00

State of Alabama, Morgan County
I certify this instrument was filed on
09-13-2024 11:07:21 AM
and recorded in MISC Book
2024 at pages 6213 - 6219
Gres Cain - Probate Judge

Recorded 9-13-24
ORDINANCE NUMBER 23-05

2024 6213
Recorded in the Above
MISC Book & Page
09-13-2024 11:07:21 AM
Grea Cain - Probate Judge
State of Alabama, Morgan County

**AN ORDINANCE AMENDING ORDINANCE NO. 05-01 OF THE TOWN OF
EVA, ALABAMA, BY ELIMINATING MANDATORY CONNECTION TO,
AND USE OF, THE TOWN'S SANITARY SEWAGE SYSTEM UNDER
CERTAIN CIRCUMSTANCES**

WHEREAS, the Town Council of the Town of Eva, Alabama ("Council"), adopted Ordinance No. 05-01 of said Town on July 5, 2005; and

WHEREAS, said Ordinance No. 05-01 established certain rules and regulations for a sanitary sewage system for the Town, among which were requirements for mandatory connection to, and use of, the sanitary sewage system under specific circumstances; and

WHEREAS, the Town Council has determined that, provided that approved alternative systems are utilized, the public health and welfare can be effectively served by elimination of the mandatory connection to, and use of, the Town's sanitary sewage system.

NOW, THEREFORE, be it **ORDAINED** by the Town Council of the Town of Eva, Alabama, as follows, to-wit:

Section 1. Ordinance No. 05-01 of the Town of Eva, Alabama is hereby amended by deletion of the entire language of Section 7(b) of said ordinance and substitution of the following, so that hereafter, said Section 7(b) shall read, in its entirety, as follows:

"(b). All existing or newly constructed buildings or structures required by law to incorporate wastewater disposal systems shall be connected to the Town's sanitary sewage system, unless the property owner, at the owner's option, elects to forego connection to, and use of, the sanitary sewage system and, instead, to make use of an approved alternative wastewater disposal system. For purposes of this section, an approved alternative wastewater disposal system shall be a system which is constructed and at all times maintained and properly functioning in accordance with a permit issued for an alternative wastewater disposal system for the property in question by the Morgan County Health Department and/or any other regulatory agency from which such permitting is required.

Section 1. Ordinance No. 05-01 of the Town of Eva, Alabama is hereby amended by

Ordinance No. 23-05
Page 2

deletion of the entire language of Section 7(c) of said ordinance and substitution of the following,

so that hereafter, said Section 7(c) shall read, in its entirety, as follows:

"(c). The disposal of wastewater by means other than use of the Town's sanitary sewage system, or an alternative system which the owner has elected to install pursuant to subsection (b) above, is prohibited and shall be a violation of this ordinance.

Section 3. Ordinance No. 05-01 of the Town of Eva, Alabama is hereby amended by deletion of the entire language of Section 7(d) of said ordinance and substitution of the following, so that hereafter, said Section 7(d) shall read, in its entirety, as follows:

"(d). In the event that an approved alternative wastewater disposal system located on a property as allowed in subsections (b) and (c) above should become inoperable or ineffective to the extent that it no longer meets with health department or other regulatory criteria, or is obviously in such a state that it has become ineffective for the sanitary and otherwise appropriate disposal of wastewater, and such disposal system is not repaired to the satisfaction of the Morgan County Health Department or other regulatory agency with authority to require such compliance, or as required by officials of the Town of Eva, the owner of said property's option to refrain from connection to, and use of, the Town's sanitary sewage system may be revoked by Town officials. In such event, all structures on said property which are required to have wastewater disposal systems shall be connected to the Town's sanitary sewage system in accordance with the directives of the Town officials.

Section 4. In the event any portion of this Ordinance shall be declared invalid or unenforceable, the remaining portions shall remain in full force and effect.

Section 5. This Ordinance shall be effective immediately upon its adoption and publication according to law.

ADOPTED and APPROVED this the 14th day of November, 2023.

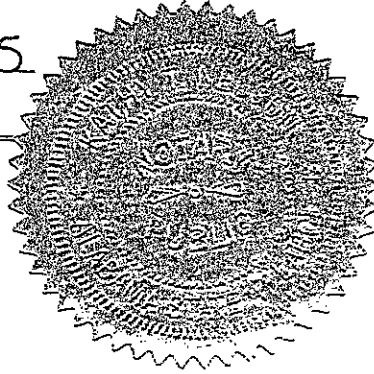
APPROVED BY:

Gary Livingston, Mayor

Ordinance No. 23-05
Page 3

ATTEST:

(Seal)



Kathy Taylor, Town Clerk

LWM/zip1123/eva.ordinance
T107-23M



PURCHASE

Invoice # 6D-1058577

Invoice From:

**Stor-Mor Portable
Buildings**

1104 Paris Road
Mayfield, KY 42066
(800) 418-5752

Ship To:

Eva Town Hall

PO Box 68
Eva, AL 35621
(256) 796-7360
townofeva@bellsouth.net

Dealer:

**Yoder Sales
(Falkville, AL)**

3145 Hwy 157
Falkville, AL 35622
(844) 600-5096

Order Type:
New Build Sale

Date:
10/01/2026

Agent:
Clinton Yoder

Description	Quantity	Total
Utility (SMI-Z1) 14x32	1	\$12,265.00
Serial Number #SMI-Z1-U-1432-100126-371597		
Siding: Paint - LP SmartSide® - 1, Trim: Paint - LP SmartSide® - 1, Roof: Standard Metal - 1		
2026 Fuel Surcharge	1	\$50.00
3x3 Thermal Window (White Grid)	1	\$310.00
frameout for ext door with trim	1	\$100.00
Subtotal		\$12,725.00
Taxes		\$0.00
Delivery		FREE
Total		\$12,725.00
Amount Due Today		\$6,362.50
Remaining Balance		\$6,362.50

You agree to a 3% fee for all credit card transactions.

You are responsible for ensuring your property is prepared for delivery.

I, Eva Town Hall, have read this disclosure and the Terms and Conditions and agree to be bound by the same.

Sign

Date

**PURCHASE****Invoice # 6D-1058577**

Invoice From:

Stor-Mor Portable Buildings1104 Paris Road
Mayfield, KY 42066
(800) 418-5752

Ship To:

Eva Town HallPO Box 68
Eva, AL 35621
(256) 796-7360
townofeva@bellsouth.net

Dealer:

**Yoder Sales
(Falkville, AL)**3145 Hwy 157
Falkville, AL 35622
(844) 600-5096Order Type:
New Build SaleDate:
10/01/2026Agent:
Clinton Yoder

Description	Quantity	Total
Utility (SMI-Z1) 14x32 Serial Number #SMI-Z1-U-1432-100126-371597 Siding: Paint - LP SmartSide® - 1, Trim: Paint - LP SmartSide® - 1, Roof: Standard Metal - 1	1	\$12,265.00
2026 Fuel Surcharge	1	\$50.00
3x3 Thermal Window (White Grid)	1	\$310.00
5-Drop Electrical Package with 100 Amp Panel (Package Excludes 220, GFCI, or Exterior Outlets)	1	\$700.00
Interior Light Drop with Fixture (Bulb Not Included)	1	\$95.00
Solid 6-Panel Right Hand/In (Not available on Garden Shed, Lofted or Metal Buildings)	1	\$450.00
Subtotal		\$13,870.00
From January 1, 2026 through December 31st, 2026, Stor-Mor will donate \$10 of the purchase price of each new Stor-Mor portable building sold at participating registered dealers to St. Jude Children's Research Hospital® to support its mission: Finding cures. Saving children.®	Taxes	\$0.00
	Delivery	FREE
	Total	\$13,870.00
	Amount Due Today	\$6,935.00
	Remaining Balance	\$6,935.00

You agree to a 3% fee for all credit card transactions.

You are responsible for ensuring your property is prepared for delivery.

I, Eva Town Hall, have read this disclosure and the Terms and Conditions and agree to be bound by the same.

New message

← Back

✓ Message deleted.

×

↑

↓

×

-  Inbox
-  Unread
-  Starred
-  Sent
-  Drafts
-  Scheduled
-  Trash
-  Spam
-  Archive
-  Folders ^
-  New Folder

Parking Lot Quotes

To: me · Fri, Jul 17 at 8:53 AM ✓

Community Center

- Clean and apply 2 coats of sealer and restripe = \$9,000
- Fill Cracks = \$3,000
- Patch area behind the building = \$4,500

Ball Fields

- Clean and apply 2 coats of sealer and restripe = \$9,500
- Fill Cracks = \$4,000
- Patching bad areas = \$2,500

TOTAL = \$32,500



TOWN OF EVA
P.O. BOX 68
11 ADAMS ROAD
EVA, ALABAMA 35621

MAYOR
Kent Chambers
TOWN CLERK
KIMBERLY CRYER

TOWN OF EVA

11 Adams Road
Eva, Alabama 35621
Telephone: (256) 796-7360
Monday–Friday, 8:00 a.m.–4:30 p.m.
After-hours questions: (205) 410-9646

Policy for Use of the Eva Community Center

1. **Eligible community use.** When the Eva Community Center is not being used for municipal activities or programs, it may be made available at no charge—unless the Town incurs special costs—to nonprofit groups with unrestricted membership for events and activities such as:

- Recognized community groups engaged in character-building programs and activities.
- Recreational programs and services sponsored by school authorities, educational institutions, or the Eva Activities Association.
- Other neighborhood or community organizations whose primary purpose is promoting the welfare of any age group.

Users must clean up after each event and leave the building clean and orderly.

Smoking, vaping, and tobacco products are prohibited. Animals are not allowed inside the building because it is used as a senior nutrition site. Waterslides and inflatables are prohibited because of the risk of injury.

2. **Payment and scheduling.** All charges must be paid in advance. Rental requests must be coordinated with the Eva Town Clerk to avoid conflicts with previously scheduled events. The rental fee will be doubled if the event continues past 9:00 p.m.
3. **Rental fee and damage deposit.** The rental fee for the Large Room and kitchen is \$100.00 per day, plus a \$50.00 damage deposit. The full \$150.00 must be paid before the rental date can be reserved. The damage deposit will be refunded only if all of the following conditions are met:
 - The building is left undamaged.
 - All trash, including bathroom trash, is taken to the dumpster.



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- Tables and chairs are folded and stored neatly in the storage area. The four rows of tables and chairs that were in place upon arrival must remain in place.
 - The kitchen, meeting area, and bathrooms are left clean.
 - Floors are swept and spot-mopped.
 - Lights and appliances are turned off.
 - 4. **Kitchen use.** There is no additional charge for limited use of the kitchen. Renters may use the microwave, refrigerator, and coffee maker. **Food supplies and utensils stored in the kitchen may not be used because they are the property of NARCOG and are reserved for the Eva Nutrition Site's senior-citizen program.** Renters must bring any utensils, paper products, aluminum foil, plastic wrap, coffee, and other supplies they may need.
 - 5. **Reservations and access.** All reservations must be made with the Eva Town Clerk during business hours, Monday–Friday, 8:00 a.m.–4:30 p.m. The Town Clerk will work with one designated contact person from each group. The center will be opened at the requested time; renters will not need a key.
 - 6. **Right to refuse rental.** The Town Council reserves the right to refuse a rental request from any group or organization it determines may be detrimental to good order and conduct.
 - 7. **Closing procedures.** At the end of the rental, lock the front door and the rear kitchen door, turn off all lights and electrical appliances, and exit through the side door leading to the canopy area. The side door will lock behind you.
 - 8. **Deposit return.** Contact Town Hall to arrange the return of the damage deposit.
- Thank you for helping keep the Eva Community Center clean and ready for others.**



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EVA COMMUNITY CENTER FACILITY RENTAL AGREEMENT

Town of Eva, Alabama

A Municipal Government Document

Agreement No.:

Date:

SECTION 1 — PARTIES AND FACILITY INFORMATION

This Facility Rental Agreement ("Agreement") is entered into between the **Town of Eva, Alabama** ("Town") and the Renter identified below. By signing this Agreement, the Renter acknowledges having read, understood, and agreed to all terms and conditions set forth herein.

1.1 Renter / Applicant Information

Renter / Applicant Full Name (Individual or Organization Name)

Renter Address

Renter Phone

Renter Email

Date(s) of Use

Event Start Time / End Time

/

Purpose / Description of Event

Will a third-party vendor be used? (If yes, describe below) ☐ Yes ☐ No If yes, describe:

1.2 Facility Information

The Facility is the **Eva Community Center**, located in Eva, Alabama, a public facility owned and operated by the Town of Eva.

SECTION 2 — RENTAL FEE AND DEPOSIT



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2.1 Rental Fee. The rental fee for use of the Eva Community Center is **\$100.00**, due in full at the time of reservation. No reservation shall be confirmed until the rental fee is received by the Town of Eva.

2.2 Security / Damage Deposit. A security and damage deposit of **\$50.00** is required and must be paid at the time of reservation. The deposit is fully refundable provided the facility is returned in clean condition with no damage and no items missing. The Town of Eva reserves the right to withhold all or part of the deposit to cover cleaning costs, damage repairs, or replacement of missing items. The refund will be processed within business days following the rental date, upon inspection and approval by Town staff.

2.3 Accepted Forms of Payment. Payments are accepted in the following forms:

- Cash
- Check payable to: **Town of Eva**
- Other:

No reservation is confirmed until *both* the rental fee and the security deposit are received by the Town of Eva.

2.4 Cancellation Policy. In the event of a cancellation, any refund of the rental fee and/or security deposit — in whole or in part — shall be at the sole discretion of the Mayor and Town Council of the Town of Eva. The Renter may submit a written request for refund consideration to Town Hall, and the Mayor and/or Town Council will review and render a final decision. The Town of Eva is under no obligation to issue a refund upon cancellation.

SECTION 3 — PURPOSE OF USE

The Renter agrees that the facility shall be used solely for the purpose stated in Section 1 of this Agreement. Any use of the facility for purposes not described herein, or for any unlawful purpose, is strictly prohibited. The Town of Eva reserves the right to terminate this Agreement and require vacating of the premises immediately if the stated purpose is misrepresented or violated. No commercial or for-profit activities shall take place on the premises without the prior written consent of the Town of Eva.

SECTION 4 — RULES AND CONDITIONS OF USE

The Renter agrees to comply with all of the following rules and conditions as a material term of this Agreement. Violation of any rule may result in immediate termination of this Agreement, forfeiture of the deposit, and/or additional liability.



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4.1 Capacity. The number of attendees shall not exceed the maximum (150) posted occupancy of the facility as established by applicable fire and safety codes. Overcrowding is prohibited.

4.2 Hours. The facility must be fully vacated by . Setup and cleanup time must be included within the reserved rental window. The Renter shall not access the facility before the reserved start time or remain after the reserved end time without prior written authorization from the Town.

4.3 Alcohol. Alcohol is prohibited on Town of Eva property

4.4 Smoking. Smoking and all tobacco products, including electronic cigarettes and vaping devices, are strictly prohibited inside the facility at all times. Smoking is permitted only in designated outdoor areas, if any exist.

4.5 Decorations. Renters may decorate the facility but may not affix anything to walls, ceilings, or fixtures using nails, screws, staples, tape, or permanent adhesives. All decorations must be removed by the end of the rental period. The Renter shall be responsible for any damage caused by decorations.

4.6 Noise. Music and amplified sound must remain at a level that does not disturb neighboring properties or residents. The Renter is responsible for compliance with all applicable federal, state, and local noise ordinances. The Town reserves the right to require immediate reduction of noise levels at its sole discretion.

4.7 Cleanup. The Renter is responsible for leaving the facility in a clean and orderly condition at the conclusion of the rental period. Cleanup responsibilities include, but are not limited to: disposing of all trash in provided receptacles, cleaning tables and chairs, sweeping and mopping floors as necessary, and removing all personal property, equipment, and decorations. Failure to adequately clean the facility may result in partial or full forfeiture of the security deposit.

4.8 Minors. If minors are present at the event, the Renter agrees to ensure that adequate adult supervision is provided at all times. The Renter assumes full responsibility for the safety and conduct of all minors attending the event.

4.9 Pets. Animals are not permitted inside the facility, with the exception of service animals as required by applicable federal and state law.

4.10 Parking. The Renter and all guests must use designated parking areas only. The Town of Eva is not responsible for vehicles, their contents, or any damage to vehicles parked on Town property.

4.11 No Alterations. The Renter shall not make any alterations, additions, or improvements to the facility or to any equipment or fixtures therein. Any unauthorized alterations shall be repaired at the Renter's sole expense.



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4.12 Compliance with Laws. The Renter shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes in connection with the use of the facility, including but not limited to health and safety regulations and accessibility requirements.

4.13 Town Equipment. Any Town-owned tables, chairs, or other equipment used by the Renter must be returned to their original location and condition at the conclusion of the rental period. Damaged or missing Town equipment will be assessed against the security deposit, with additional charges applied if repair or replacement costs exceed the deposit amount.

4.14 Keys and Access. Any keys or access credentials provided by the Town must be returned to Town staff immediately following the event. Failure to return keys will result in automatic forfeiture of the security deposit and may result in additional charges for lock replacement or rekeying.

SECTION 5 — INDEMNIFICATION AND HOLD HARMLESS

The Renter, on behalf of themselves and their guests, invitees, agents, employees, and contractors, agrees to indemnify, defend, and hold harmless the Town of Eva, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from:

- (a) the Renter's use of the facility;
- (b) any act or omission of the Renter or the Renter's guests or invitees;
- (c) any breach of this Agreement by the Renter; or
- (d) any injury to persons or property occurring at or in connection with the event.

This indemnification obligation shall survive the termination or expiration of this Agreement and shall remain in full force and effect regardless of the outcome of any associated legal proceeding.

SECTION 6 — LIABILITY DISCLAIMER

The Town of Eva shall not be liable for any injury, loss, or damage to persons or property occurring on the facility premises during the Renter's rental period, except to the extent directly caused by the Town's gross negligence or willful misconduct. The Renter assumes all risk associated with the use of the facility and its equipment. The Renter is strongly encouraged to obtain appropriate event liability insurance prior to the date of the event. The



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Town of Eva makes no warranties, express or implied, regarding the fitness of the facility for any particular purpose.

SECTION 7 — BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned or transferred by the Renter without the prior written consent of the Town of Eva.

This Agreement constitutes the entire agreement between the parties with respect to the use of the Eva Community Center and supersedes all prior negotiations, representations, warranties, and understandings of the parties, whether oral or written. Any amendment or modification to this Agreement must be made in writing and signed by duly authorized representatives of both parties.

SECTION 8 — GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the **State of Alabama**, without regard to its conflict of law provisions. Any dispute arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the courts of **Morgan County, Alabama**. The parties hereby consent to personal jurisdiction in such courts and waive any objection to venue therein.

SECTION 9 — SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, or severed from the Agreement if modification is not possible. The remaining provisions of this Agreement shall continue in full force and effect and shall not be affected by such invalidity or unenforceability.

SECTION 10 — RIGHT OF ENTRY AND INSPECTION

The Town of Eva reserves the right to enter and inspect the facility at any time during the rental period to ensure compliance with this Agreement, applicable laws and regulations, and the safety of all persons on the premises. Authorized Town representatives may, in their



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Finance, Education, & Library
Ron Ryan

Police, Fire, & Grants
Wes Stephens

Council Members
Utilities & Streets
Teri Bailey

Sanitation & Buildings
Martin "Bear" Nelson

Parks, Recreation & Cemeteries
Shelia Dudley

Explosive-Audio L.L.C

ESTIMATE TOTAL

\$300.00

[View estimate](#)

Pay over time on your future
invoice

0% APR or as low as
\$28/mo with **affirm**.

[See if you qualify](#)

To move forward with this estimate,
select **Accept** and Explosive-Audio
L.L.C will reach out with next steps.

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Accept