

PARADISE SEWER REGIONALIZATION PROJECT ADVISORY COMMITTEE

DRAFT COMMITTEE MEETING MINUTES
MONDAY, 9 AUGUST 2021



COMMITTEE MEETING LOCATION: CITY OF CHICO (Also broadcast over Zoom for viewing)

COMMITTEE MEMBERS PRESENT:

Mayor Steve Crowder
Vice Mayor Jody Jones

Mayor Andrew Coolidge

COMMITTEE MEMBERS ABSENT:

Vice Mayor Kasey Reynolds

TOWN OF PARADISE STAFF PRESENT:

Kevin Phillips, Town Manager
Marc Mattox, Public Works Director

CITY OF CHICO STAFF PRESENT:

Mark Orme, City Manager
Erik Gustafson, Public Works Director, Operations
Brendan Ottoboni, Public Works Director, Engineering

CENTRAL VALLEY WATER BOARD STAFF PRESENT:

Clint Snyder
Bryan Smith (Zoom)
David Durette (Zoom)

ADDITIONAL ATTENDEES PRESENT WHO WERE IDENTIFIED:

Leslie Tice (HDR Engineering) and John Buttz (HDR Engineering)

AGENDA ITEM 1 - INTRODUCTIONS

At 1:00 p.m. Clint Snyder called the meeting to order, stated the purpose of the meeting and organizational structure of the meeting, provided an overview of attendance options and procedures, and facilitated introductions. This is an in-person meeting in Chico City Council Chambers and is being broadcast for listen-only on the Zoom platform. Mr. Snyder introduced Water Boards staff present, Mr. Phillips introduced Town of Paradise staff present, and Mr. Orme introduced City of Chico staff present.

Emailed comments received from the public were briefly discussed including questions about the cost of connection, numbers of manholes and pumping stations (from Debra

Lucero), and trees in Paradise. A letter of support for the project was noted from the Chamber of Commerce. Emails were provided to Committee members.

AGENDA ITEM 2 – APPROVE PREVIOUS MEETING MINUTES

Committee unanimously approved June 14, 2021 meeting minutes.

AGENDA ITEM 3 – COMMITTEE MEMBER COMMUNICATION

Ms. Jones, Mr. Coolidge, Mr. Crowder – None noted.

AGENDA ITEM 4 – STATUS UPDATES

A. ENVIRONMENTAL IMPACT REPORT

Ms. Tice, HDR Engineering, provided update on project's EIR. Field studies are being finalized. Environmental analysis is progressing. Continued engagement with stakeholders including Tribal consultation. EIR planned to be finalized by late summer/early fall. Areas of analysis include collection system, export pipeline, connection to Chico plant, extension of service area through LAFCO, project alternative for routing, cumulative activities. Information available on project website.

B. COOPERATIVE FUNDING AGREEMENT (CFA) SCOPE OF WORK

City of Chico consultants, Carollo Engineering, meeting regularly with staff at Town and City working through study scope. In data collection and technical evaluation phase. Progressing on schedule. Deliverables planned in November and will help inform draft EIR.

C. OTHER FOLLOW-UP ACTION ITEMS FROM SRPAC

None.

AGENDA ITEM 5 – PRINCIPALS OF AGREEMENT WORKING SESSION

Mr. Buttz facilitated Committee working session on continued development and refinement of the Principals of Agreement (POA). The POA will serve as an outline for an inter-municipal agreement should the project be approved and follows City of Chico code requirements for considering regional projects. Mr. Buttz explained that there have been several Town and City staff meetings since the last Committee meeting to develop draft language for Committee discussion and consideration. Further, that the Committee will revisit each of the POA topics multiple times through the document's development process. The first eight items come directly from the City of Chico Municipal Code, then an additional four items not in the municipal code but important for this agreement. Extra copies of the working document will be brought to the next meeting and be offered to the public to make it easier to follow along. Committee members discussed how the meeting should proceed to best receive public comment prior to making decisions. Committee agreed to just listen to the presentation first, then receive public comment, then make decisions and direction.

Comment was received from Debra Lucero that the draft POAs were not available on the website. Mr. Buttz responded that the draft POAs have been included in the minutes but will also be published on the website to make more transparent.

Sewer Use Ordinance –

No new discussion or changes.

User Inventory –

Staff/Committee discussion. Date for inventory to be specified. Potential for high strength or high flow can be identified during development review process. Sewer application process would include one part by Town and a second part by City. Treatment portion will follow the City's existing review process. Pretreatment requirements may be triggered if a proposed connection would exceed the City's pre-treatment thresholds. Businesses would face the same pretreatment requirements whether they are in the City or in the Town. Ms. Jones stated that she thought this seemed logical and fair.

Discussion of control of connections to the pipeline. No intention to allow connection between Town and City. Ms. Jones noted that this is one of the biggest concerns regarding the project and would like to provide firm clarity in this area. Mr. Snyder explained intent of recommended language is to require agreement of both Town and City before any unplanned connection could be allowed. Discussed concept of limiting to within Town or City boundaries only. Mr. Ottoboni noted likely involvement from LAFCO in any such future considerations. Staff to edit language for firmer and clearer statement on this issue for further Committee consideration.

Pretreatment –

Pretreatment Program ensures connections producing high strength waste have controls in place to prevent upsets to City of Chico WPCP as is also required by facilities within the City of Chico. Town members discussed that Town would follow City's program and not develop its own. Use City's application process, including setting fees to be paid to City. Inspectors would be City staff. Town members would like to include a clause to allow this arrangement to be reconsidered to allow Town to take over this role in its area in the future if desired.

Pretreatment Data Access –

No new discussion or changes.

Wastewater Limits -

No new discussion or changes.

Wastewater Monitoring –

No new discussion or changes.

Access to Facilities –

No new discussion or changes.

Remedies for Breach of Agreement

No new discussion or changes.

Connection Fees –

No new discussion or changes.

Monthly User Fees –

No new discussion or changes.

Operation and Maintenance of Facilities –

Mr. Buttz explained that POAs would turn into one or more intermunicipal agreements. Discussion of whether the export pipeline through the City should be owned by the City or the Town. Would it be more efficient for the Town to perform operation and maintenance activities, or contract to City to maintain it? Certain expertise is needed. Town would handle the local collection system in Paradise, but export pipeline might be best handled by City. Mr. Coolidge asked for staff opinion. Mr. Mattox stated that it makes sense that Town would own and maintain pipe until termination structure. Ms. Jones and Mr. Crowder stated that this seemed to make sense. Mr. Snyder commented that it might be easiest to understand if the Town owns the pipe, and the City runs the treatment plant. The point of termination is the headworks to the plant. Mr. Mattox mentioned the concept of separate fees for the collection costs versus the treatment costs. Mr. Buttz will draft some language for Committee consideration. Discussion of manholes at termination structure with flow meter in one and sampler in the other. Possible location is at plant. Who would monitor and sample? Mr. Snyder mentioned that some of this language should also be included and consistent in Items 6 and 11. Staff to provide suggested language for Committee consideration.

AGENDA ITEM 6 – PUBLIC FORUM

Ms. Linda Stone from RCAC commented about value of having redundancy at top and bottom of the export pipeline for measurement and sampling. She also noted potential for inflow and infiltration in between the ends, and benefit of City knowing what is coming down the pipeline.

Mr. Ottoboni commented about making sure considerations are made regarding wastewater collection and treatment needs for buildout of the City, and potential impacts due to Town connection. Ms. Debra Lucero also linked the need to connect failing City septic systems over time.

AGENDA ITEM 7 – CLOSING COMMITTEE REMARKS

Committee members expressed appreciation for a good meeting and for the progress being made. Town and City staff will meet between Committee meetings to develop proposed language for Committee consideration. Staff will get minutes out earlier along with latest draft of POAs in a transparent way and provide additional copies at the next meeting. Location for next meeting is in Paradise on Oct 11th next meeting, but if Columbus Day holiday is an issue then consider moving forward a week.

ADJOURNMENT

Clint Snyder adjourned the Committee meeting at 2:35pm.

DRAFT Principles of Agreement

(version 3, 9-August-2021)

Introduction and Background

Through its work on the Paradise Sewer Project (Project), the Town of Paradise (Town) has identified a connection to the Chico Water Pollution Control Plant (WPCP) as its preferred alternative for wastewater treatment and disposal, and has approached the City of Chico (City) to explore the feasibility of such a connection. The Councils of the Town of Paradise and City of Chico have formed a Sewer Regionalization Project Advisory Committee (Committee) as a mechanism for exploring this proposal. The Central Valley Regional Water Quality Control Board (Regional Board) has agreed to facilitate the activities of the Committee.

Membership on the Committee is limited to elected officials from the Town and City, as those two parties are signatories to the Cooperative Funding Agreement (CFA) and will be signatories to a future inter-municipal agreement (IMA). The Town and City have both designated their Mayors and Vice Mayors as their Committee members.

The Committee will develop an agreed-upon list of basic principles for an IMA, which will be captured in this document, the Principles of Agreement (POA). It is anticipated that a draft POA will be developed by the Committee, which will then be brought to the Town Council and City Council for review and approval. The final POA would then be turned over to legal counsel from the Town and City to draft into an IMA for consideration by the Town Council and City Council.

City of Chico Municipal Code

The City of Chico has a provision in its municipal code *Section 15.40.285—Regulation of Waste Received from Other Jurisdictions* that specifically addresses handling wastewater from outside the city's sanitary sewer system. That code section is presented in its entirety at the end of this document.

Principles of Agreement

The Principles of Agreement are divided into eleven subject areas, as listed below. (Other subject areas may be added over time.) The first eight items reflect the eight items specified in Section 15.40.285. Over the course of its work, the Committee will develop specific agreed-upon statements (principles of agreement) for each of these items.

1. **Sewer Use Ordinance:** The Town will need to adopt a sewer use ordinance that parallels the City's sewer use ordinance. The POA could contain a commitment from the Town to have an ordinance completed by a certain milestone.
 - **DRAFT:** "The Town will adopt a sewer use ordinance that parallels the City's ordinance. The Town's ordinance shall be adopted and in place 30 days prior to the commencement of discharge into the Project."
2. **User Inventory:** The Town will need to submit an annual inventory of entities discharging into the sewer system. The POA could contain a statement to that effect.
 - **DRAFT:** "The Town will submit a quarterly inventory of entities discharging into its sewer system, classified by residential and commercial dischargers. This quarterly report will also contain an estimate of new connections estimated to occur over the upcoming 12 months, broken down by the same classifications."

This inventory will reflect data from July 1 through June 30 of each year, and will be submitted by August 1 of each year.”

- **DRAFT:** ~~“A process for consulting with the City during development review of new connections to the Project needs to be identified. The City needs visibility of potential high strength or unusual wastewater generators, because of the impact on the Chico WPCP.” [Town and City staff to develop specific recommended language for the development review process.]~~
 - **DRAFT:** “The Town will develop and administer a Sewer Application process, with two parts—a Town-reviewed portion for the collection system and a City-reviewed portion for treatment. The treatment portion will follow the existing City sewer application. If the proposed discharge exceeds the thresholds established in the pretreatment program (see below), it will have to treat its discharge to a sufficient degree to meet the City’s pretreatment program requirements. Businesses would face the same pretreatment requirements, whether they are in Paradise or Chico.”
 - **DRAFT:** [This POA should contain statements about the control of connections to the export pipeline. The Town and City are in partnership on this project, and both would need to agree to any future tie-ins to the export pipeline. The Town could also commit, in this POA, to not allow future connections outside of the Town of Paradise to the export pipeline.]
 - **Staff Draft Text:** The Town and the City commit to not allow future connections to the export pipeline in the portion of the pipeline that sits outside of the Town limits or City limits.
3. **Pretreatment:** The City has an existing pretreatment program to monitor industrial/commercial dischargers, which Town dischargers will need to meet. (The City has two employees conducting annual inspections of commercial/industrial dischargers.) The POA could contain a statement to that effect. In addition, the Town will need to decide whether to create and administer its own pretreatment program, or simply comply with the City’s pretreatment program. Ultimately, the Town and City will need to determine who implements the various pretreatment activities for Paradise dischargers. The POA could contain the basic definition of these divisions of responsibility.
- **DRAFT:** “The Town will follow the City’s pretreatment program, including future changes; the Town will not develop a pretreatment program of its own. This includes the City’s Fats, Oils & Grease (FOG) program. Dischargers would follow the City’s pretreatment program application process, which includes setting monthly fees.”
4. **Pretreatment Data Access:** The Town will need to provide the City with all information it obtains related to the pretreatment activities. The POA could contain a statement to that effect.

- **DRAFT:** “The Town will provide the City with all information it obtains relative to meeting the City’s pretreatment program requirements.”
 - **DRAFT:** “Paradise will contract with the City or hire and use qualified professionals (Industrial Waste Inspectors, testing, labs, etc.) to conduct its pretreatment activities.”
5. **Wastewater Limits:** The agreement will need to define limits on the volume and quality of Paradise wastewater discharged to the Chico Water Pollution Control Plant (WPCP). This will likely be addressed by the City’s CFA efforts; the Committee would then review those results and draft POA language.
6. **Wastewater Monitoring:** The agreement will need to define how the volume and quality of Paradise wastewater will be monitored. This will likely be addressed by the City’s CFA efforts; the Committee would then review those results and draft POA language.
- **Staff Draft Text:** The Termination Structure, to be constructed as part of the Paradise Sewer Project, will contain wastewater monitoring equipment (e.g., flow meter, composite sampler). Because the City has staff familiar with this type of equipment, and because it has its own wastewater laboratory for testing wastewater samples, the monitoring equipment will be operated and maintained by City staff, and samples will be processed in the City lab. A negotiated annual payment will be made by the Town to the City to cover the costs associated with these efforts.
7. **Access to Facilities:** The City will need to be granted access to the Town’s wastewater facilities, including those within the Town’s boundaries. The POA could contain a statement to that effect.
- **DRAFT:** “The Town will grant the City access to the Town’s wastewater facilities, including those within the Town’s boundaries for purposes of inspection, sampling, and other duties deemed necessary by the City. The City will give the Town sufficient notice to allow the Town to arrange safe access to the facilities. The Town and City will look for efficient ways to jointly conduct inspections to minimize impacts to both entities’ staff.”
8. **Remedies for Breach of Agreement:** Like all legal agreements, the IMA will need to address how the parties would handle any breach of the agreement. This item might need input from Town and City attorneys, in order to draft appropriate POA language. These remedies will vary by the various required items in this POA.
- **DRAFT:** “If disagreements exist between the Town and City attorneys regarding agreement language, those disagreements will be brought back to the Committee to attempt to resolve.”
9. **Connection Fees.** A number of items need to be addressed related to the fee to be paid by the Town for connecting to the Chico WPCP. These will likely be addressed by the City’s

CFA efforts; the Committee would then review those results and draft POA language. Items include:

- How much should the initial connection fee be (e.g., for the initial Paradise flow or the ultimate flow)?
- If ongoing connection fees are to be collected for future connections, how much should they be (e.g., linked to the City of Chico's current connection fee schedule)?
- How should they be collected and paid to the City of Chico (e.g., collected by the Town of Paradise on an ongoing basis and paid to the City of Chico quarterly)?

10. **Monthly User Fees.** A number of items need to be addressed related to the monthly fees to be paid by the Town for discharging to the Chico WPCP. These will likely be addressed by the City's CFA efforts; the Committee would then review those results and draft POA language. Items include:

- How much should the monthly user fees charged to the Town be (e.g., linked to the treatment portion of the City of Chico's current monthly user fees)?
- How should they be collected and paid to the City of Chico?
- How should future rate updates be handled?
- [There is potential for power generation as the wastewater moves from Paradise down off the Ridge to Chico. Need to address potential for sharing any electrical generation revenue.]
- [There is potential for Chico to treat its wastewater for recycling. Need to address the potential for revenue sharing.]
- [Include a requirement for producing an annual financial report.]

11. **O&M of Facilities.** The Town will construct the export pipeline and a termination structure at or near the Chico WPCP. The Town would own the export pipeline. The POA would need to address who is responsible for O&M and future repairs/replacements of the export pipeline and termination structure at the Chico WPCP.

- [It may work best to develop a separate "O&M Agreement" to cover all of the various items related to operating costs.]
- ~~○ [Consider whether the segment of the export pipeline through the City should be owned by the City (to allow better access for maintenance).]~~
- **Staff Draft Text:** It is anticipated that the Town will own the entire export pipeline and will provide all operation and maintenance associated with it, with the exception of wastewater monitoring efforts, which are described in item 6 above.

12. **Term and Termination of the Agreement.** [Need to develop the term and termination of the agreement. The term of the agreement should match any financing requirements and/or the lifespan of the infrastructure. Also need to address how to handle disaster scenarios. This item might need input from Town and City attorneys, in order to draft appropriate POA language.]
13. **[Staff Draft Text] “Revisit” Clause.** [Need to develop a statement that allows for an evolution of the roles and responsibilities established in this document. For example, in the future, if the Town grows to a size that it makes sense for it to create and run its own pretreatment program, the document should allow for that to happen. This item will need input from Town and City attorneys.]

DRAFT

City of Chico, Code Section 15.40.285

The City of Chico has a provision in its municipal code, Section 15.40.285—Regulation of Waste Received from Other Jurisdictions, that specifically addresses handling wastewater from outside the city's sanitary sewer system. Here is the code section in its entirety:

15.40.285 Regulation of Waste Received from Other Jurisdictions

If another municipality or user located within another municipality contributes wastewater to the city's sanitary sewer system, the director shall enter into an inter-municipal agreement with the contributing municipality. Prior to entering into an agreement, the director shall request the following information from the contributing municipality:

- 1. A description of the quality and volume of wastewater discharged to the city's sanitary sewer system by the contributing municipality;*
- 2. An inventory of all users located within the contributing municipality that are discharging to the city's sanitary sewer system; and*
- 3. Such other information as the director may deem necessary.*

An inter-municipal agreement shall contain the following conditions:

- 1. A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as this ordinance and local limits, including required baseline monitoring reports which are at least as stringent as those set out in section [15.40.024](#). The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to the city's ordinance or local limits;*
- 2. A requirement for the contributing municipality to submit a revised user inventory on at least an annual basis;*
- 3. A provision specifying which pretreatment implementation activities, including wastewater discharge permit issuance, inspection and sampling, enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the director; and which of these activities will be conducted jointly by the contributing municipality and the director;*
- 4. A requirement for the contributing municipality to provide the director with access to all information that the contributing municipality obtains as part of its pretreatment activities;*
- 5. Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the city's sanitary sewer system;*
- 6. Requirements for monitoring the contributing municipality's discharge;*
- 7. A provision ensuring the director access to the facilities of the users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and other duties deemed necessary by the director; and*
- 8. A provision specifying the remedies available for breach of the terms of the inter-municipal agreement.*