



## Scope of Work Task Force Town of Marana DMA 208 Amendment

### Minutes of June 8, 2009, Meeting (REVISED 8-6-09)

#### **Attendees**

J. Peter Armenta, CAAG  
Michael Block, Metro Water District  
Sheila Bowen, AzSCE  
Mike Caporaso, Westland Resources  
Frank Cassidy, Town of Marana, Attorney (phone)  
Barbara Johnson, Town of Marana (phone)  
Nathan Lehman, Bureau of Reclamation (intern)  
Thomas Martinez, Westland Resources  
Dorothy O'Brien, Town of Marana  
Deborah Tosline, Bureau of Reclamation  
Chuck Wesselhoft, PC, Attorney  
Eric Wieduwilt, PC RWRD

#### **Staff**

Steve Matthews  
Joan Reedy  
Claire Zucker, PAG

#### **1. Call to Order and Introductions**

Claire Zucker called the meeting to order at 9:34 a.m. and introductions were made.

#### **2. Approval of the Minutes**

Several revisions were suggested for the May 11 minutes. **A Motion was made by Mike Block to approve the minutes of May 11, as corrected, seconded by Dorothy O'Brien. The motion was approved unanimously.**

Approval of the May 20 minutes was tabled until the following meeting.

Dorothy O'Brien requested to amend the agenda to table the financial discussion until next meeting.

#### **3. Follow-up Discussion Items**

Claire Zucker said that although most of the amendment had been reviewed and changes had been agreed upon, there remained four areas that need additional discussion. These topics, which were listed on the agenda, may not be resolved at this meeting, but the hope is to assist the Town and its consultant determine how to describe the issues in the amendment.

##### The Location of the County Line Facility

Dorothy O'Brien informed the group that the Town had decided to locate the county line facility entirely within Pinal County and she added that the revised amendment would show this location.

In response to a question about the Pinal County amendment for the Marana DMA, Peter Armenta noted that CAAG had held a jurisdictional meeting to get stakeholders input and that Pima County and PAG would likely be invited to future meetings since the service area is within their jurisdictions. At CAAG, amendments can go forward for approval, if plans are in place, and there are letters of support, or of no objection, from all the stakeholders.

Mike Block asked where reclaimed water from the County Line facility would be distributed. He added that Metro Water would be concerned if effluent from water that is generated by Metro Water were to leave the County. Ms. O'Brien said that effluent will stay within the Tucson AMA, but that exact discharge sites would be developed as part of the plan design. Eric Wieduwilt reminded the group that Pima County would be concerned about wastewater leaving the county since the flows are generated from a service area almost entirely within Pima County. Mike **Caporaso** responded that the effluent generated by Wastewater Reclamation Facilities (WRFs) located in Pima County would, more than likely, stay within Pima County, however, it is currently unclear where reclaimed water demand would be located in areas near the County Line facility. From a planning perspective, the Town would try to maximize the use of the effluent and would serve it based on the demand in the area. If the demand for reclaimed water is lacking, the water would be recharged, probably in Pinal County, but within the Tucson AMA.

Ms. O'Brien asked Pima County how they handle the issues when wastewater is generated within Pinal County, but the effluent is brought into Pima County. Mr. Wieduwilt said that an intergovernmental agreement between the two counties **for Eagle Crest** has been established to deal with this issue.

Ms. Zucker said she hopes the amendment will outline the effluent issues and will discuss both the concerns and how the Town plans to address them. Thomas Martinez said that while they recognize that effluent is an issue, it is unclear whether it needs to be addressed in the amendment or in a separate IGA. He added that the amendment can note that there are concerns and that agreements will be made with area water providers. Ms. O'Brien added that the Town would be working with the engineers to determine where wastewater was generated. Recharging within the AMA would address the Arizona Department of Water Resources' concerns.

Peter Armenta added that it seems that there may be some interest in finding out how much water is coming from each county and to redistribute the reclaimed water based on that information. He asked if that would be an added cost to the Town of Marana? Ms. O'Brien said that would be a significant impact because of the cost of flow meters and setting up recharge and reuse systems on both sides of the county line. Ms. Bowen added that since the 208 program deals with water quality protection, it would seem more appropriate to address the issue of good quality water being delivered to Pinal County. Ms. Bowen asked if other Marana facilities might mitigate the issue with Metro Water. Mr. Martinez replied that currently plans would have flows from Metro Water go either to the proposed Sandario Treatment Plant or the Cottonwood Wastewater Treatment Plant.

#### The Description of the Financial Plan for the Facilities:

Ms. O'Brien asked to table this item until Barbara Johnson could be present.

### The DMA Boundary Area and which Sewer Basins will be included:

Ms. O'Brien stated that the Town had discussed several basins which would logically flow to Ina Road, as well as several basins, which are currently outside the Town's planning area, that might flow to the new Marana facilities unless Pima County changed its current flow system. She added that the challenge was that the Town and Pima County have not negotiated agreements because of the litigation. Mr. Wieduwilt agreed that complex discussions were needed, but added that although the litigation has some impact, there are some clear indications about which perimeter basins might flow to each of the plants. He added that Pima County would support moving the DMA boundary so that it does not include the perimeter basins that will flow to Ina Road. He added that either this discussion could be postponed until the litigation is resolved or the group could map out a process to make it a little easier to move forward once the litigation resolution is reached.

Ms. O'Brien said that basins 22 and 24 are the only ones that are at issue along the perimeter. Mr. Martinez added that basin 22 would not be in the DMA, but that basin 24 still needs to be discussed. Basin 24 could either be removed from or included in the planning area, but that this could be addressed after the litigation is resolved. Ms. Zucker recommended that a contract would need to be negotiated with Pima County, if basin 24 remains within the DMA boundary, since the wastewater will likely be treated at Ina Road. She reminded the group that other perimeter basins have been discussed on the west and east side of the DMA. For example, the Arboles Viejos on the west side, which is currently planned to flow to Pima County's existing Marana facility, and basins 9 and 16, in areas east of the Camino de Oeste Interceptor, which will likely flow to Ina Road. Because these areas will flow to County facilities, the group recommended that the amendment contain a discussion about establishment of interim agreement with the County. Ms. Zucker cautioned that if the agreements are not established before going through the approval process, there might be concerns about the DMA, given that part of the management area will not be covered by a contractual arrangement for sewage treatment.

### The Interim Agreements and Phasing Transition Plans:

The group held an extensive discussion about how transitional and interim agreements might be addressed in the amendment. Eric Wieduwilt added that monitoring, operation and maintenance agreements are details that can't be overlooked. Also, making sure that everybody knows where one system ends and one system begins is very important. Mr. Martinez pointed out that boundary agreements are important, for example, it would be good to understand the procedure for how those new developments that are located close to the perimeter of the DMA, might be handled. These agreements should include decisions about which municipality will review new developments in the perimeter area. Eric Wieduwilt added that the County has a master plan for treating sewage from the Town of Marana and that this will need to be changed to incorporate new alternatives and the timing of the switch between the systems.

Ms. O'Brien suggested that the amendment list these potential agreements. She added that some agreements might be needed, but they are not part of the 208. Ms. Zucker agreed, but added that the citizens will also to know how the transition will occur, so that they can be assured that sewage treatment will not be interrupted. Eric Wieduwilt noted that the Town will need to work with ADEQ to make sure permits transferred and ownership of the system is done. Permit changes will need to be complete in order to finish the transfer.

Dorothy O'Brien discussed the Town's plan to develop a CMOM program in order to meet compliance with the state requirements for the treatment system. Eric Wieduwilt reflected that when a portion of the Pima County system is transferred to somebody else's ownership, the County has to make sure that ADEQ is fully aware that it is moving out of the County's CMOM program within a discrete period of time. In response to a question, Ms. O'Brien said that CMOM only requires a letter of intent to ADEQ, but the utility has to have a program in place in case of a sanitary sewer overflow. Ms. O'Brien further stated that the industrial pre-treatment program is different because it is tied to an actual facility in consideration of size of the facility and the kind of entities that contributing to the flows. Marana plans to contract with Pima County to provide pre-treatment until such time that the Town has its own system in place.

Ms. Zucker summarized the discussion and suggested that some agreements might have in place before the 208 amendment goes through the approval process in order to gain political buy in. Mike Caporaso said that he thought amendment approval **is about the Towns' proposed WRFs**, as described in the 208 amendment, and **is not about any agreement or transfer from Pima County to the Town**. Ms. Zucker said that because the Town was asking to be the DMA, the transfer of service and management would need to be in order for the Town to ensure that Pima County will keep treating for existing customers until the new plants are built.

The group continued by discussing the approval process and the potential time line for moving the 208 amendment out of the Scope of Work Task Force to the PAG committees. Ms. O'Brien said that the document would contain placeholders for items that might change given the outcome of the litigation. As a result, the final document which would go to the Regional Council will likely be slightly different than what would be finalized in the Scope of Work Task Force or passed by the PAG committees. A discussion was held noting that if there were significant changes to the document; it might need to go back through the PAG committees. Mr. Martinez suggested that the amendment could move forward if it contained a paragraph addressing those political/IGA agreements

Frank Cassidy phoned in to the meeting to participate in the discussion. Various members of the group explained that the discussion was focused on the timing of the IGA's with respect to taking the amendment to Regional Council for approval. Mr. Cassidy said that in his opinion inter-governmental agreements would be a concern for the Town of Marana and Pima County and not part of the PAG process. It seems unlikely that such agreements would be completed before the conclusion of litigation. In a normal course of events, the litigation would come to an end, the judge would make a determination as to the various rights of the parties, and the IGA's would be made based on these determinations. In response to a question, Mr. Cassidy said that he sees the IGAs being agreed upon after the 208 process, because he does not feel the 208 has to rely on the agreements.

Mr. Wesselhoft said that if Marana becomes the DMA and there is no IGA in place, the County's responsibility to supply wastewater treatment suddenly ends. He added that at this point the County would not have agreements about compensation or who had responsibility for enforcement or other details. He felt that it did not make sense to move ahead with a final DMA determination unless those IGA's were in place. Frank Cassidy agreed that it would make more sense to have the agreements lined up, if that were possible, however the 208 should not be held up if the County will not make an IGA with the Town.

Ms. Zucker said that one issue is the time line for the IGA's and the second issue is the timing of the amendments passage through the PAG committees. She said that the PAG 208 plan and the Regional Council decision do not provide guidance about whether the amendment can go through EPAC before the litigation is resolved. She added that it would be appropriate for Watershed Planning Subcommittee and EPAC to receive presentations on the amendment as soon as the Scope of Work Task Force feels the amendment is substantially ready, but that the committees might not approve the amendment until after the litigation is over. Mike **Caporaso** said that he thought that buy in from the PAG committees would give Management Committee a sense of comfort that the amendment has been publically vetted and is as well thought out as possible.

#### **4. Future Meeting Dates and Agendas**

The meeting scheduled for June 30 meeting was canceled. Ms Zucker said that she would send out a notice of suggested meeting dates to get feedback before rescheduling.

#### **5. Adjournment**

The meeting was adjourned by the chair at 11:23 a.m.