

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

THE UNITED STATES OF AMERICA AND)
THE STATE OF SOUTH CAROLINA, by and)
through the DEPARTMENT OF HEALTH)
AND ENVIRONMENTAL CONTROL,)

Plaintiffs,)

v.)

Civil Action No. 3:13-2429-TLW

THE CITY OF COLUMBIA,)

Defendant.)

NOTICE OF NON-MATERIAL MODIFICATION TO CONSENT DECREE
(No Action Required)

Plaintiff, the United States of America, on behalf of the United States Environmental Protection Agency, and with the consent of the State of South Carolina, by and through the Department of Health and Environmental Control, and Defendant the City of Columbia, herewith respectfully lodges with the Court an Agreement to Make a Non-Material Modification of the Consent Decree entered on May 21, 2014. This modification, which has been executed by the Parties, was made pursuant to Paragraph 84 of the Consent Decree.

This Agreement is filed for notice purposes only. No action is requested of the Court.

Respectfully submitted,

M. Rhett DeHart, JR.
Acting United States Attorney
District of South Carolina
First Union Building
1441 Main Street, Suite 500
Columbia, SC 29201
(803) 929-3000 – telephone

William A. Weinischke
Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044
(202) 514-4592 - telephone
(202) 616-2417 - facsimile

s/ Beth Drake

BETH DRAKE
Assistant United States Attorney
District of South Carolina
First Union Building
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(803) 929-3000 - telephone
Beth.Drake@usdoj.gov

**ATTORNEYS FOR
UNITED STATES OF AMERICA**

June 15, 2021

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

THE UNITED STATES OF AMERICA AND)
THE STATE OF SOUTH CAROLINA, by and)
through the DEPARTMENT OF HEALTH)
AND ENVIRONMENTAL CONTROL,)

Plaintiffs,)

v.)

Civil Action No. 3:13-2429-TLW

THE CITY OF COLUMBIA,)

Defendant.)

AGREEMENT TO MAKE A NON-MATERIAL MODIFICATION
TO CONSENT DECREE

WHEREAS, on September 9, 2013, the United States of America (“United States”) and the State of South Carolina, by and through the Department of Health and Environmental Control (“State”), filed a complaint against the City of Columbia, South Carolina (“City”) under Section 309(b) of the Clean Water Act (“CWA”), alleging that the City violated and continued to violate Section 301 of the CWA; and

WHEREAS, also on September 9, 2013, the United States and the State lodged a Consent Decree resolving the claims alleged in the complaint; and

WHEREAS, Paragraph 4 of the Consent Decree establishes certain obligations that must be met by the City prior to the transfer of any portion of the City’s sanitary sewer system to a

third party; and

WHEREAS, Paragraph 4 further provides that the pre-transfer obligations would not apply to the transfer of portions of the sewer system that were already subject to an agreement for the sale of sewer system assets from the City to Richland County (“Lower Richland Agreement”), which said agreement was included in Appendix B to the Consent Decree; and

WHEREAS, the portions of the sewer system that were subject to the Lower Richland Agreement were mapped in Exhibit A to the Lower Richland Agreement, and included areas that were within Richland County’s management area under the region’s Clean Water Act Section 208 Water Quality Management Plan. The Lower Richland Agreement stated that Richland County intended to provide sewer services to areas subject to the agreement by completing construction of a sanitary sewer collection system and treatment plant of sufficient size to provide sewer collection and treatment services to Lower Richland County; and

WHEREAS, the City and Richland County, in September of 2019, executed the “First Amendment to Lower Richland Sewer Agreement”, which is included in the attached new version of Appendix B, and which adds two subdivision areas to the Lower Richland Agreement;

WHEREAS, the two subdivisions that the First Amendment adds to the Lower Richland Agreement, the Greenlakes Subdivision and the Swandale Subdivision, are relatively small portions of the City’s sewer system and are not causing compliance problems within the City’s system. These areas serve a combined 381 residential customers with a combined average daily flow of 0.14 MGD and combined peak flow of 0.21 MGD. The Swandale Subdivision has not had any SSOs in the last 5 years, its pump station was rehabilitated in 2017 and is designated as new/good condition by the City. The Swandale force main has been assessed by the City as a

low priority with low likelihood of failure. The Greenlakes Subdivision has had 4 SSOs on its force main in the last 5 years. All four SSOs were determined to have been caused by failure of air release valves, which have since been replaced. The Greenlakes Pump Station was rehabilitated in 2008 and a portion of its force main was identified as a possible candidate for future rehabilitation, with further testing recommended. Both the Swandale and Greenlakes subdivisions, like areas already subject to the Lower Richland Agreement, are within Richland County's management area under the region's Clean Water Act section 208 Water Quality Management Plan.

WHEREAS, the Defendant has requested a minor modification of the Consent Decree that would substitute the attached new version of Appendix B to the Consent Decree for the version of Appendix B that was originally attached to the Consent Decree, which will have the effect of adding the Swandale and Greenlakes subdivision areas to the Lower Richland Agreement so that they can be transferred to Richland County without being subject to the pre-transfer obligations of Paragraph 4 of the Consent Decree; and

WHEREAS, the United States and the State have no objection to Defendant's request to substitute the attached new version of Appendix B for the version that was originally attached to the Consent Decree; and

WHEREAS, Paragraph 84 of the Consent Decree provides, in relevant part, that "[t]he terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties."

WHEREAS, Paragraph 84 of the Consent Decree further provides that a "material change" to the Consent Decree shall be effective only upon approval by the Court; and

WHEREAS, the Parties agree that the substitution of the attached version of Appendix B for the version of Appendix B that was originally attached to the Consent Decree constitutes a non-material change to the Consent Decree; and

NOW THEREFORE, the Parties hereby agree that the attached version of Appendix B shall be substituted for the version of Appendix B that was originally attached to the Consent Decree. The Parties further agree that this Modification shall be effective on the date that it is filed with the Court.

*signature pages
5, 6, + 7 follow*

FOR THE UNITED STATES OF AMERICA:

/s/ William A. Weinishcke

WILLIAM A. WEINISHCKE
Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044
(202) 514-4592 - telephone
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Assistant United States Attorney
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ATTORNEYS FOR
UNITED STATES OF AMERICA

FOR THE SOUTH CAROLINA DEPARTMENT OF
HEALTH AND ENVIRONMENTAL CONTROL

Stephen P. Hightower

STEPHEN HIGHTOWER, Esq.

Assistant General Counsel

South Carolina Department of Health and Environmental
Control

2600 Bull Street

Columbia, South Carolina 29201

Tel: (803) 898-3350

Fax: (803) 898-3367

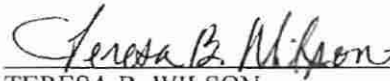
Myra D. Reece

MYRA REECE

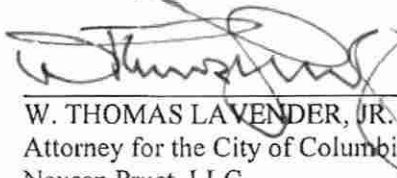
Director of Environmental Affairs

South Carolina Department of Health and Environmental
Control

FOR THE CITY OF COLUMBIA:



TERESA B. WILSON
In her capacity as City Manager
City of Columbia
P. O. Box 147
Columbia, SC 29217



W. THOMAS LAVENDER, JR. (Fed. ID No. 2689)
Attorney for the City of Columbia
Nexsen Pruet, LLC
1230 Main Street, Suite 700
Columbia, SC 29201

Appendix B

RESOLUTION NO.: R-2010-091

Authorizing the City Manager to execute an agreement between the City of Columbia and Richland County for sewer service to certain properties within Richland County's 208 service area

ORIGINAL
STAMPED IN REC

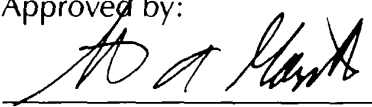
BE IT RESOLVED by the Mayor and City Council this 19th day of October, 2010, that the City Manager is authorized to execute the attached Lower Richland Sewer Service Agreement between the City of Columbia and Richland County to provide sewer service to certain properties located within Richland County's 208 service area.

Requested by:

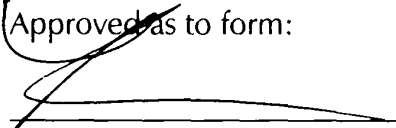
City Manager _____




Mayor

Approved by:


City Manager

Approved as to form:


City Attorney

ATTEST:


City Clerk

Introduced: 10/19/2010
Final Reading: 10/19/2010

County may pay the fair market value as a lump sum within thirty days after notifying the City of Columbia that it will acquire the sewer system serving the Additional Properties or the Properties. For the purchase of the sewer system serving the Properties, Richland County agrees to pay the City of Columbia a one-time fee for the transfer of the sewer system serving the Properties. The one-time fee will be based on an annual average of the utility fees for the preceding two years of the sewer utility fees generated from the Properties and will be due and payable within thirty days after Richland County notifies the City of Columbia that it will acquire the sewer system serving the Properties or the Additional Properties.

4. The City of Columbia, in its sole and exclusive discretion, will determine and approve by City Ordinances the sewer tap rate for any taps sold, sewer service fees or any other fees for sewer service to the Properties. Any of these City Ordinances may be amended from time to time in the sole and exclusive discretion of Columbia City Council. The Properties shall be subject to and fully comply with all applicable rules, regulations and ordinances of the City of Columbia, which may be amended from time to time in the sole and exclusive discretion of Columbia City Council or the City of Columbia. The City of Columbia, through its City Manager or his/her designee, agrees to notify the Richland County Administrator concerning any proposed and/or pending changes to any applicable rules, regulations and ordinances of the City of Columbia concerning sewer tap rates, sewer service fees or any other fees for sewer service.

5. Until such time as the sewer system serving the Properties and the Additional Properties is transferred to Richland County, the City of Columbia will collect and retain all charges for sewer taps and sewer service to the Properties and the Additional Properties.

6. If Richland County has not acquired the Certificate to Operate from DHEC on or before October 1, 2017, Richland County agrees to make a request for and consents to an amendment to the 208 plan by Central Midlands Council of Governments which would add the sewer system serving or to serve the Properties and the Additional Properties to the City of Columbia's 208 sewer service area. The City of Columbia reserves the right to extend the date Richland County must acquire the Certificate to Operate, in its sole and exclusive discretion. The City of Columbia shall grant such an extension, not to exceed two years, if Richland County has completed the design of the aforesaid sewer collection system and treatment plant as is necessary to serve the Properties and the Additional Properties within two (2) years of the date of this Agreement and if Richland County has commenced construction of the aforesaid sewer collection system and treatment plant. Any Agreement to extend the date must be in writing and signed by the parties. Richland County agrees to provide to the City of Columbia semi-annual reports detailing Richland County's progress in meeting the required timelines and deadlines set forth in this Agreement.

7. All costs of design and construction of the sewer system, as well as any upgrades required to the City of Columbia's existing sewer system necessary to provide adequate sewer service to the Properties, in the City of Columbia's sole and exclusive discretion, will be the sole responsibility of the owners of the Properties requesting sewer service and shall be in accordance with all applicable rules, regulations and ordinances of the City of Columbia, which may be amended from time to time in the sole and exclusive discretion of Columbia City Council or the City of Columbia. The design and construction of the sewer system, as well as any upgrades required to the City of Columbia's existing sewer system necessary to provide adequate sewer service to the Properties is subject to the City's approval; however, the City of Columbia will provide and make available to Richland County all design and construction plans approved as a part of this Agreement. The City of Columbia, through its City Manager or his/her designee, agrees to notify the Richland County Administrator concerning any proposed and/or pending changes to any applicable rules, regulations and ordinances of the City of Columbia concerning sewer tap rates, sewer service fees or any other fees for sewer service.

8. Both parties hereby acknowledge that the timelines and deadlines set forth in this Agreement are important to the proper planning and operation of the services outlined herein and, as such, time is of the essence. Failure of either party to meet the required deadlines will be deemed a breach of the Agreement and

is hereby acknowledged by both parties to be material. No extension or waiver of such deadlines shall be enforceable absent written agreement among all parties hereto. In the event either party shall fail to comply with its obligations set forth in the Agreement, and such default shall continue for a period of thirty (30) days after written notice of default has been provided by the other party, then the complaining party shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this Agreement.

9. The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall not constitute waiver of subsequent breach.

10. Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

City of Columbia
Attention: City Manager
Post Office Box 147
Columbia, SC 29217

With a copy to:

Columbia City Attorney
Post Office Box 667
Columbia, SC 29201

Written notice to the County shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

Richland County
Attention: County Administrator
Post Office Box 192
Columbia, SC 29202

11. The transfer of ownership from the City of Columbia to Richland County of the sewer system serving the Properties and the Additional Properties is contingent upon compliance with, and shall be made only in conformity with any applicable bond ordinances and/or any and all applicable bond covenants; which may require, among other things, consent and/or approval from one or more parties not made a party to this Agreement prior to transferring ownership of the sewer system serving the Properties and the Additional Properties. In the event the transfer of ownership of the sewer system serving the Properties and the Additional Properties will violate any applicable bond ordinances and/or any and all applicable bond covenants, the City of Columbia will have no obligation to transfer to Richland County the sewer system serving the Properties or the Additional Properties.

12. This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding the same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

13. This Agreement shall be interpreted pursuant to the laws of the State of South Carolina.

14. If any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

15. The captions and headings throughout this Agreement, if any, are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

16. This Agreement does not and shall not require the City of Columbia to provide sewer service to the Properties or to any other property.

17. This Agreement shall not be binding upon the City until such time as City Council has approved this Agreement and has authorized the City Manager to execute this Agreement. This Agreement is subject to change until such time as City Council has approved this Agreement and has authorized the City Manager to execute this Agreement.

IN WITNESS WHEREOF, the parties have this ___ day of _____, 2010, set their respective hands and seals.

WITNESSES:

Craig A. Quinn
Eric D. Salley

CITY OF COLUMBIA

BY: Steven A. Gantt
ITS: City Manager

Deather Brown
Janae Salley

RICHLAND COUNTY

BY: J. Milton Pope
ITS: County Administrator



EXHIBIT C**61-67, Appendix A; Unit Contributory Loadings to All Domestic Wastewater Treatment Facilities**

Type of Establishment	Hydraulic Loading (GPD)
A. Airport:	
1. Per Employee	10
2. Per Passenger	5
B. Apartments, Condominiums, Patio Homes:	
1. Three (3) Bedrooms (Per Unit)	400
2. Two (2) Bedrooms (Per Unit)	300
3. One (1) Bedroom (Per Unit)	200
C. Assembly Halls: (Per Seat)	5
D. Barber Shop:	
1. Per Employee	10
2. Per Chair	100
E. Bars, Taverns:	
1. Per Employee	10
2. Per Seat, Excluding Restaurant	40
F. Beauty Shop:	
1. Per Employee	10
2. Per Chair	125
G. Boarding House, Dormitory: (Per Resident)	50
H. Bowling Alley:	
1. Per Employee	10
2. Per Lane, No Restaurant, Bar or Lounge	125
I. Camps:	
1. Resort, Luxury (Per Person)	100
2. Summer (Per Person)	50
3. Day, with Central Bathhouse (Per Person)	35
4. Travel Trailer (Per Site)	175
J. Car Wash: (Per Car Washed)	75
K. Churches: (Per Seat)	3
L. Clinics, Doctor's Office:	
1. Per Employee	15
2. Per Patient	5
M. Country Club, Fitness Center, Spa: (Per Member)	50
N. Dentist Office:	
1. Per Employee	15
2. Per Chair	8
3. Per Suction Unit; Standard Unit	370

4.	Per Suction Unit; Recycling Unit	95
5.	Per Suction Unit; Air Generated Unit	0
O.	Factories, Industries:	
1.	Per Employee	25
2.	Per Employee, with Showers	35
3.	Per Employee, with Kitchen	40
4.	Per Employee, with Showers and Kitchen	45
P.	Fairgrounds: (Average Attendance, Per Person)	5
Q.	Grocery Stores: (Per one thousand (1,000) Square Feet, No Restaurant)	200
R.	Hospitals:	
1.	Per Resident Staff	100
2.	Per Bed	200
S.	Hotels: (Per Bedroom, No Restaurant)	100
T.	Institutions: (Per Resident)	100
U.	Laundries: (Self Service, Per Machine)	400
V.	Marinas: (Per Slip)	30
W.	Mobile Homes: (Per Unit)	300
X.	Motels: (Per Unit, No Restaurant)	100
Y.	Nursing Homes:	
1.	Per Bed	100
2.	Per Bed, with Laundry	150
Z.	Offices, Small Stores, Business, Administration Buildings: (Per Person, No Restaurant)	25
AA.	Picnic Parks: (Average Attendance, Per Person)	10
BB.	Prison/Jail:	
1.	Per Employee	15
2.	Per Inmate	125
CC.	Residences: (Per House, Unit)	400
DD.	Rest Areas, Welcome Centers:	
1.	Per Person	5
2.	Per Person, with Showers	10
EE.	Rest Homes:	
1.	Per Bed	100
2.	Per Bed, with Laundry	150
FF.	Restaurants:	
1.	Fast Food Type, Not Twenty Four (24) Hours (Per Seat)	40
2.	Twenty Four (24) Hour Restaurant (Per Seat)	70
3.	Drive-In (Per Car Served)	40
4.	Vending Machine, Walk-up Deli (Per Person)	40
GG.	Schools, Day Care:	
1.	Per Person	10

2.	Per Person, with Cafeteria	15
3.	Per Person, with Cafeteria, Gym and Showers	20
HH.	Service Stations:	
1.	Per Employee	10
2.	Per Car Served	10
3.	Car Wash (Per Car Washed)	75
II.	Shopping Centers, Large Department Stores, Malls: (Per one thousand (1,000) Square Feet, No Restaurant)	200
JJ.	Stadiums, Coliseums: (Per Seat, No Restaurant)	5
KK.	Swimming Pools: (Per Person, with Sewer Facilities and Showers)	10
LL.	Theaters: Indoor (Per Seat), Drive In (Per Stall)	5

SC ADC 61-67

RESOLUTION NO.: R-2010-091

Authorizing the City Manager to execute an agreement between the City of Columbia and Richland County for sewer service to certain properties within Richland County's 208 service area

BE IT RESOLVED by the Mayor and City Council this 19th day of October, 2010, that the City Manager is authorized to execute the attached Lower Richland Sewer Service Agreement between the City of Columbia and Richland County to provide sewer service to certain properties located within Richland County's 208 service area.

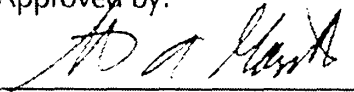
Requested by:

City Manager



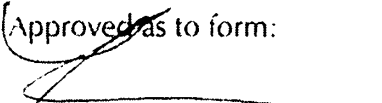
Mayor

Approved by:




City Manager

Approved as to form:



City Attorney

ATTEST:




City Clerk

Introduced: 10/19/2010
Final Reading: 10/19/2010

MEMORANDUM
Office of the City Attorney

TO: Erika Salley, City Clerk

FROM:  Shari Lynn Ardis, Legal Admin. Coordinator

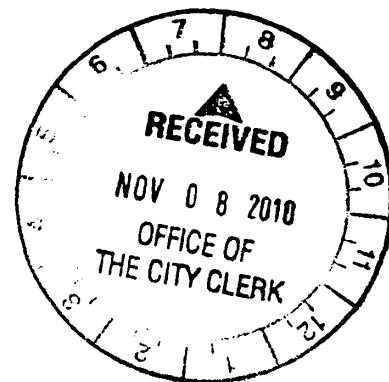
DATE: November 8, 2010

RE: RESOLUTION NO.: R-2010-091
Authorizing the City Manager to execute an agreement between the City of Columbia and Richland County for sewer service to certain properties within Richland County's 208 service area

Please place the attached document in the City's permanent records with the corresponding resolution.

Thank you.

/sla
Attachment



**STATE OF SOUTH CAROLINA
CITY OF COLUMBIA**

**FIRST AMENDMENT TO
LOWER RICHLAND SEWER
SERVICE AGREEMENT**

This First Amendment (the "Amendment") to the Lower Richland Sewer Service Agreement is made and entered into by and between the City of Columbia, a municipal corporation, and Richland County, South Carolina as of the date of the last signature hereto.

WHEREAS, the City and the County entered into the Lower Richland Sewer Service Agreement (the "Agreement") dated November 8, 2010, with respect to making sewer service available to certain properties located within the County's 208 sewer service area, which properties currently do not have sewer service; and

WHEREAS, the Agreement was scheduled to expire on October 1, 2017; and

WHEREAS, the City and the County discussed the extension of the Agreement and continued to operate under the Agreement on a month-by-month basis; and

WHEREAS, under the terms of this Amendment, the County will purchase certain City sewer assets listed in this Amendment, provided County has inspected such assets to ensure that they are acceptable to the County, and the City will provide wholesale sewer conveyance and treatment for those assets; and

WHEREAS, the parties have now agreed to the terms of the extension of the Agreement.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged, the City and County agree that the Agreement is amended as follows:

1. The term of the agreement is extended from the Effective Date thereof until a period ending four years from the Effective Date.
2. All work associated with this Agreement shall be planned, designed, procured and constructed by the County to conform with the existing 208 plan.
3. Upon execution of this Amendment, the City will sell to the County those City sewer assets listed in Exhibit A, attached hereto, provided County has inspected such assets to ensure that they are acceptable to the County in accordance with the requirements of the original Agreement. City agrees to provide County with copies of all maintenance, repair and other records related to the assets subject to sale pursuant to this Agreement to better assist the County to determine the condition of the assets. The County shall perform this asset condition review within a 90-day due diligence period that shall begin upon the Effective Date of this Amendment. At the end of this due diligence period, County shall either purchase assets or comply with the terms of the original Agreement. Upon the sale and transfer of the City sewer assets listed in Exhibit A, the County will assume all retail and operation and maintenance of these sewer assets.

APPROVED AS TO FORM



Legal Department City of Columbia, SC

4. Upon execution of this Amendment, the County will also execute a satellite sewer system agreement with the City substantially the same as the form agreement approved under the City's Consent Decree with the U.S. Environmental Protection Agency.

5. General Provisions:

A. Entire Agreement. This Amendment, together with the Lower Richland Sewer Service Agreement, sets forth and incorporates by reference all of the agreements, conditions and understandings between the City and County relative to the provision of sewer service to the Lower Richland area, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

B. Construction. The parties agree that each party and its counsel have reviewed and revised this Amendment and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Amendment or any amendments or exhibits hereto.

C. Severability. The invalidity or unenforceability of any provision of this Amendment shall not affect the other provisions hereof, and this Amendment shall be construed in all respects as if such invalid and unenforceable provision were omitted.

D. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

E. Effective Date. The Effective Date of this Amendment shall be the date set forth above which shall be the date the Amendment is signed by all parties, and if the parties do not sign on the same date, the date on which it is signed by the last party.

F. This agreement does not constitute permission from the county for Columbia to annex any property in the unincorporated area of Richland County, nor does it constitute waiver by Columbia of any rights of annexation it may have as provided by law.

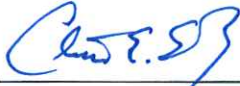

G. Effect on the Agreement. Except as modified by the terms hereof, the provisions of the Agreement shall be unchanged and shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective as of the date first above written, and by doing so, agree to be bound by the terms of this Amendment.

WITNESSES:

CITY OF COLUMBIA


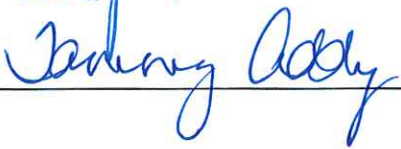



By: 
TERESA B. WILSON, City Manager

9/23/2019

WITNESSES:

RICHLAND COUNTY

By: 
Leonardo Brown, County Administrator

APPROVED AS TO FORM

Legal Department City of Columbia, SC


Richland County Attorney's Office
Approved as to LEGAL form ONLY
NO Opinion Rendered As To Content

Exhibit A

Assets owned by the City of Columbia and to be sold and transferred to Richland County under this Amendment:

- Garner's Ferry Pump Station
- Quail Creek Pump Station
- Myers Creek Pump Station
- Green Lakes Pump Station
- Swandale Pump Station
- Associated force mains, including the force main delivering flow from the Garner's Ferry Pump Station and any contributing private pump stations, discharging into the City's gravity collection system at Old Garner's Ferry Road and Old Hopkins Road.
- Gravity lines, manholes, service laterals and associated appurtenances.