

2/16/97.3



Kiski Valley Water Pollution Control Authority

1200 PINE CAMP ROAD • LEECHBURG, PA 15656
PHONE (412) 568-3655 FAX (412) 568-3554

*Agreement between B + W Apollo
Plan 1 - KVVWPCA no allow
B + W - discharge
to KVVWPCA*

April 30, 1996

U.S. NRC
Heather Astwood
Mail Stop T7F27
Washington D.C. 20555

Dear Heather:

As discussed, enclosed is the information regarding the Apollo site from my files. Please contact me if additional information is required.

Sincerely,

A handwritten signature in cursive script that reads "Robert N. Kossak".

Robert N. Kossak
Authority Manager

B/67

Engineers
Architects
Planners

PO Box 9356
Pittsburgh
Pennsylvania 15225
412 262-1035
412 771-4320
Telex 866480

The **Chester** Engineers

Ref. No. 2735-14

February 8, 1983


Kiski Valley Water Pollution
Control Authority
R. D. #3, Pine Run Road
Leechburg, Pennsylvania 15656

Reference: B&W Industrial Wastewater Agreement

Gentlemen:

It is my opinion that if the B&W industrial wastewater discharge is within the parameters listed in the agreement between B&W and the Authority that the Authority will not experience any problems in treating the wastewater. Considerable time and effort was devoted in analyzing this discharge and I feel confident in the opinion. Should there be any further information required, please do not hesitate to contact me.

Very truly yours,



Terry G. Sobter, P.E.

TGS/njp

SERVICE AGREEMENT

This Service Agreement, dated as of the 16th day of February, 1983, by and between Kiski Valley Water Pollution Control Authority, a body corporate and politic, constituting a public corporation and governmental instrumentality, organized and existing under and by virtue of the Act of the General Assembly of the Commonwealth of Pennsylvania, approved May 2, 1945, P.L. 382, as amended, party of the first part, hereinafter referred to as the "Authority"

a

n

d

The Babcock & Wilcox Company, a Delaware Corporation, party of the second part, hereinafter referred to as "B&W".

WHEREAS, the Authority was organized and exists pursuant to the Act of May 2, 1945, P.L. 382, as amended, for the purpose, among other things of acquiring, constructing, improving, maintaining, operating and owning sewers, sewer systems and sewage treatment works to serve the municipalities and other customers in the service area of the Authority; and

WHEREAS, B&W has filed an application with the Authority for permission to discharge certain industrial wastewaters into the Authority's collection and transportation system for the purpose of treatment at the Authority's sewage treatment plant; and

WHEREAS, the Authority has agreed to accept and treat the discharge of certain industrial wastewaters; and

WHEREAS, the Authority is desirous of entering into this Service Agreement with B&W and B&W is willing to enter into the same with the Authority upon the terms, covenants and conditions as hereinafter provided.

NOW THEREFORE, the Authority and B&W intending to be legally bound hereby do mutually covenant and agree as follows:

Section 1 The Authority agrees to accept those industrial wastes identified in the industrial waste applications submitted

to the Authority by B&W under date, October 4, 1974, and identified in this application as "laundry wastes from the Nuclear Decontamination Corporation (NDC)" located in Apollo, Pennsylvania. The parties recognize that the "NDC" no longer exists as a Corporation but remains as one of B&W's facilities located in Apollo, Pennsylvania. The discharges identified as "001 North Sewer" and "002 South Sewer" are specifically excluded as a part of this agreement.

Section 2 B&W covenants with the Authority as follows:

A. That the following limits will not be exceeded based upon a sample of the industrial waste stream taken immediately prior to discharge by a positive displacement sampler located at a point representative of the industrial wastewater entering the Authority's system and at a point immediately downstream of the waste holding facilities. No other waste stream shall be discharged into the stream beyond the point of sampling.

<u>PARAMETERS</u>	<u>TOTAL</u>
Daily Flow	40,000 gal/day
Suspended Solids	20 #/day
BOD ₅	5 #/day
Copper	.1 #/day
Arsenic	.004 #/day
Manganese	.05 #/day
Cyanide	.02 #/day
Ammonia (N)	.03 #/day
Fluorides	1.7 #/day
Total Phosphorus	4.0 #/day
Sulfate	40.0 #/day
Calcium	25.0 #/day
Magnesium	4.0 #/day
Nitrites	.2 #/day
Sulfides	.1 #/day
Total Organic Carbon	15.0 #/day
Kjeldahl Nitrogen	1.0 #/day
Nitrate	0.6 #/day
Organic Nitrogen	1.0 #/day
pH	6.0 - 9.0
Radioactivity	As set by the local, state, and federal regulatory agencies including, but not limited to those limits and regulations contained in the latest revision of CFR Title 10, Part 20.

B. That the following limits will not be exceeded at any time based upon a grab sample of the industrial waste stream taken at a similar point as defined in Section 2.A.

<u>PARAMETER</u>	<u>LIMIT</u>
Temperature	40°F - 150°F
Fats, Wax, Grease, or Oils	100 mg/l
Phenolics	.1 mg/l
Sodium Chloride	10,000 mg/l
Sodium Sulfate	500 mg/l
Chromium (Total)	2.0 mg/l
Chromium (Trivalent)	1.0 mg/l
Chromium (Hexavalent)	1.0 mg/l
Copper	1.0 mg/l
Zinc	5.0 mg/l
Nickel	1.0 mg/l
Cadmium	1.0 mg/l
Arsenic	0.1 mg/l
Iron	500 mg/l
Cyanide	2.0 mg/l
Barium	1.0 mg/l
Lead	.25 mg/l
Manganese	3.15 mg/l
Silver	.05 mg/l
Boron	1.0 mg/l
Mercury	.10 mg/l
Selenium	.05 mg/l

C. That radioactive wastes or isotopes of such halflife or concentrations as may exceed limits established by the applicable state, federal, or other public agencies having jurisdiction will not be discharged.

D. No excessive floatable materials will be discharged. No other restraints on biological or chemical parameters are noted in this agreement in that the applications submitted by B&W to the Authority have not indicated any extreme or unusual loadings in other physical, chemical, radiological or biological categories.

E. To abide by the Rules and Regulations governing sewage services as adopted by the Authority. Notwithstanding the foregoing, in case any provision of this Service Agreement shall conflict with the provisions of the Authority's Rules and Regulations, the provisions of the Service Agreement under these circumstances shall be controlling.

F. To provide and maintain at its sole expense, the following pretreatment, sampling, measuring, and observation devices for all the industrial wastewater discharges:

- (1) To provide flow holding facilities so that the flow discharged to Authority's system by B&W can be monitored to ascertain compliance with this agreement prior to discharge. The discharge shall not exceed 100 gallons per minute.

- (2) To provide if necessary a pH adjustment of their waste stream in order that it fall within the ranges outlined in this agreement.
- (3) To permit the Authority to have access to inspect the industrial waste stream generated by B&W. Said access is subject to B&W's normal security and safety restrictions and if conducted during other than B&W's normal business hours will require advance notice of not more than two (2) hours from the time of Authority's notice to permit necessary B&W personnel to arrive at the site.
- (4) To record the industrial waste stream discharge to the Authority's system. The incoming water meter readings for the Municipal Authority of Westmoreland County shall be used to determine the total flow provided there is no source of liquid other than incoming water.
- (5) To provide a sampler to collect and maintain a representative sample of the waste stream.
- (6) To submit for review by the Authority, a set of plans and specifications of the construction of B&W facilities and conveyance system.
- (7) To analyze and submit yearly a representative sample provided by the Authority of the Authority's wastewater influent, filter cake, and incinerator ash and to analyze yearly a representative sample of the industrial waste stream. These analyses shall consist of the chemical, physical, and biological parameters listed in paragraph 2A of this agreement.
- (8) To analyze and submit monthly a representative sample provided by the Authority of the Authority's wastewater influent, filter cake, and incinerator ash for alpha and beta activity.

G. B&W further agrees to obtain approval from the Authority prior to altering the characteristics of its discharge or modifying its treatment process.

Section 3 B&W shall file with the Authority a plant layout of the drainage facilities of the industrial complex and submit a list of all chemicals and other materials not covered under this agreement which could accidentally be spilled and enter the Authority's system. B&W shall also file the names and telephone numbers of three employees who have the right to act in behalf of B&W in the event of an emergency situation.

Section 4 B&W agrees that the sampler mechanism will be accessible to the Authority for purpose of removing the sample container if deemed necessary. Such access is subject to B&W's normal security and safety restrictions and if conducted during

other than B&W's normal business hours will require advance notice of not more than two (2) hours from the time of the Authority's notice to permit necessary B&W personnel to arrive at the site.

Section 5 In the event of an inadvertent spill of an industrial wastewater, chemical or other material other than defined in this agreement, or if the limits of this agreement are exceeded, B&W agrees that it will immediately notify the Authority. Any additional sewer, sewerage maintenance expense, equipment damage or other excessive operational and/or maintenance expenses including but not limited to fines, engineering and legal costs, labor, equipment rental, laboratory fees, materials or equipment replacement caused by such a discharge, or any other expenses attributable thereto will be charged to B&W by the Authority on the basis of the costs actually incurred. Any refusal to pay the additional expenses shall constitute a violation of this agreement.

Section 6 B&W will prepare and file monthly, at its sole expense, and at a time designated by the Authority Schedule A of the Authority's NPDES permit. B&W shall prepare and file with Schedule A an attachment listing the concentrations of the following parameters:

- A. Daily flow shall be the average for operational days in the month. The number of operational days shall be indicated.
- B. Radioactivity shall be the average for the average daily flow based on the analysis of each batch dump before discharge to the Authority's system.
- C. Suspended solids, BOD₅, and pH shall be the average daily flow based on analysis of the sample.
- D. A copy of the monthly monitoring report filed with the Department of Environmental Resources.

Adjacent to each parameter and concentration shall be reported the average daily contribution. The sample will be delivered by B&W to a laboratory for an analysis as described in Section 9 of

this Agreement. The results of this analysis will also be utilized if appropriate for purposes of computing the service charges relating to surcharges on extra strength of suspended solids or BOD concentrations.

Section 7 The parties agree that the water meter reading will be recorded at least weekly by B&W personnel.

Section 8 The Authority will prepare monthly a service invoice for providing services to B&W based on the results of the incoming water meter readings and average suspended solids and BOD concentrations. The total flow quantity over a three-month period will be utilized as the flow value. Surcharges for excessive suspended loadings and/or BOD will be based on a three-month average of the concentration (in mg/l) of the parameter and the three-month total flow volume. All service charges will be based upon the rates outlined in the latest schedule of sewer rates.

Section 9 All wastewater analysis shall be conducted in accordance with the appropriate procedure contained in EPA's "Methods of Analysis of Water and Wastes", 1971 (or most recent edition) or "Standard Methods". If no appropriate procedure is contained therein, the standard procedure of the industry, or a procedure judged satisfactory by the Authority, shall be used to measure wastewater constituents. Any laboratory shall furnish the required test data or information on the test methods or equipment used, if requested to do so by the Authority.

Section 10 The sampling, analysis and flow measurement procedures, equipment and results shall be subject at any time to the inspection of the Authority. Said inspection is subject to B&W's normal security and safety restrictions and if conducted during other than B&W's normal business hours, will require advanced notice of not more than two (2) hours from the time of Authority's notice to permit necessary B&W personnel to arrive at the site.

Section 11 For the purpose of establishing the correct service fee, the data obtained in the foregoing sampling program outlined in Sections 6, 7 and 8 shall be used by the Authority. If for any reason the sampling data is inaccurate in the opinion of the Authority or unavailable, the service fee will be based on the water company's estimate of water usage.

Section 12 In the event that any of the provisions of this agreement are violated by B&W, the Authority may serve written notice upon B&W of its intention to terminate the agreement, such notice to contain the reasons for such intention to terminate the agreement, and unless within ten (10) days after the serving of such notice upon B&W, such violation shall cease and satisfactory arrangement or correction be made, the agreement shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Authority shall have the right to disconnect or block from its sewerage system the B&W connection.

Section 13 B&W agrees that the Authority may terminate or amend, if possible, this agreement if in its judgment the discharge creates a hazard to the public health, safety or welfare, to the environment, or the Authority's sewer system and/or sewage treatment plant. Written notice shall be served upon B&W by the Authority of its intention to terminate or amend the agreement, such notice to contain the reasons for the termination or amending the agreement. If B&W fails to comply with notice of the termination of the agreement or refuses to agree with the amending of the agreement within ten (10) days after the serving of said notice, the Authority may disconnect or block from its sewerage system the B&W connection.

Section 14 It is agreed that in the event any federal, state or municipal government or any department, division or agency thereof hereafter orders the Authority to discontinue the acceptance of industrial wastes from B&W, then this Service Agreement shall terminate on the date of such notice.

It is further agreed that if any federal, state or municipal government or any department, division or agency thereof shall hereafter order or require as a condition to treating certain industrial waste, any rebuilding, alteration, repair or installation because the premises and/or equipment or any part thereof are not in conformity with the laws and regulation relating to the discharge and treatment of industrial waste, the Authority will immediately rebuild or make such alterations, installations and repairs as may be necessary to comply with such laws, orders or requirements and B&W shall reimburse the Authority for those expenses or pro-rata share of expenses incurred by the Authority as a result of B&W's discharge, provided, however, B&W may as an alternative elect to terminate the agreement by giving the Authority written notice

within ten (10) days after receipt of written notice from the Authority of its intention to comply with the order or requirement from any of the hereinafter mentioned governments or any department, division or agency thereof.

Section 15 B&W agrees not to assign or transfer this agreement without the written consent of the Authority.

Section 16 B&W agrees to undertake the defense of the Authority with respect to alleged liability for; and to indemnify and hold harmless the Authority from and against; any loss, damages, cost or expense which the Authority may suffer or sustain or be threatened with liability for, arising on account of or related to any third party claim against the Authority based solely upon the Authority's acceptance of B&W's industrial wastes for treatment under this agreement.

Section 17 All notices, consents, concurrences and the like by either party pursuant to this agreement shall be in writing and shall be sent in accordance with the following provisions:

A. Unless otherwise provided in this agreement, notice which either party shall be required or may desire to give to the other party may be made by mailing the same in a postpaid wrapper addressed to the other party as follows:

If directed to B&W to:

Babcock & Wilcox
609 North Warren Avenue
Apollo, Pennsylvania 15613
Attention: Manager, Pennsylvania Operations

If directed to Authority to:

Kiski Valley Water Pollution
Control Authority
R.D. 3, Pine Run Road
Leechburg, Pennsylvania 15656

B. Notice shall be deemed to be satisfactorily given either if sent by registered mail, return receipt requested, or if the addressee returns to the sender a written acknowledgment of the receipt of the notice.

C. A notice sent by registered mail, return receipt requested, shall be deemed delivered when deposited in a United States Postal Service general or branch post office. A notice

sent by regular mail shall be effective on the date of the notice if the sender receives a written acknowledgment from the addressee.

D. Either party may by such a notice designate in writing a new person or address to which such notice shall be mailed.

IN WITNESS WHEREOF, Kiski Valley Water Pollution Control Authority has caused this Service Agreement to be executed on its behalf by its Chairman or Vice Chairman and its Authority seal to be hereunto fixed and attested by its Secretary, and B&W has caused this Service Agreement to be executed on its behalf by its ^{Utility Power Generation Division} ~~Manager, Contracts-Legal~~ and its seal to be hereunto fixed and attested by its _____ as of the day and year first above written.

KISKI VALLEY WATER POLLUTION CONTROL AUTHORITY

Corporate Seal

BY *David A. Pittman*
Chairman

Attest:

Thaddeus Zelenaki
Secretary

THE BABCOCK & WILCOX COMPANY

Corporate Seal

BY *B. D. Nelson*
Manager, Contracts-Legal, Utility Power Generation Division

Attest:
WITNESS:

G. J. M. Daniels
Contracts Specialists, Contracts Legal, Utility Power Generation Division

R E S O L U T I O N

RESOLVED, that all previously granted authority for certain individuals to enter into contracts on behalf of the Company be and they hereby are revoked and rescinded;

RESOLVED, that the following persons, and each of them be and they hereby are authorized to enter into contracts for and on behalf of the Company, with the Navy Department or any other department or agency of the United States of America, or any state or political subdivision thereof, or any other purchasers covering the sale of any of the Company's products or auxiliaries and accessories, or construction work in connection with the installation of products, auxiliaries and accessories, and for and in the Company's name to sign and affix its corporate seal to any such contracts and to all bonds, obligations and undertakings required by any such departments, agencies or other purchasers, for the faithful performance of any such contracts:

For the Entire Company:

W. M. Vannoy, President and Chief Operating Officer
J. A. Lynott, Executive Vice President, Chief
Financial and Administrative Officer
K. J. Gilly, Vice President and General Counsel and
Secretary

For the Entire Power Generation Group:

E. C. Moncrief, Senior Vice President and Group
Executive
J. W. Thompson, Vice President, Utility Sales and
Marketing
H. R. Snyder, Controller

Advanced Energy & Environmental Systems Division only:

C. J. Baroch, Vice President and General Manager,
Advanced Energy & Environmental Systems Division

B&W Construction Company, a Division of The Babcock & Wilcox Company, only:

W. D. Wick, Vice President and General Manager, B&W Construction Company

R. M. Hite, Manager Contracts-Legal, B&W Construction Company

Industrial & Marine Division only:

E. O. Hooker, Vice President and General Manager, Industrial & Marine Division

K. P. Fischer, Manager, Contracts-Legal, Industrial & Marine Division

Manufacturing Division only:

J. R. Hill, Vice President and General Manager, Manufacturing Division

Utility Power Generation Division only:

D. E. Guilbert, Vice President and General Manager, Utility Power Generation Division

B. D. Nelson, Manager, Contracts-Legal, Utility Power Generation Division

T. L. Bower, Attorney, Contracts-Legal, Utility Power Generation Division

G. R. Hervol, Supervisor, Customer Parts and Service, Contracts-Legal, Utility Power Generation Division

For the Entire Advanced Technology Group:

J. H. MacMillan, Senior Vice President and Group Executive

J. F. Ewing, Vice President, Quality and Technology

R. K. Russell, Controller

Naval Nuclear Fuel Division only:

J. P. Eckert, Vice President and General Manager,
Naval Nuclear Fuel Division
D.A. Pethick, Manager, Materials Management, Naval
Nuclear Fuel Division
H. D. VanNamen, Manager, Contracts, Naval Nuclear
Fuel Division

Nuclear Core Structural only:

J. P. Eckert, Vice President and General Manager,
Nuclear Core Structural

Nuclear Equipment Division only:

E. S. Gaffney, Vice President and General Manager,
Nuclear Equipment Division
W. M. Farrell, Manager of Contracts,
Nuclear Equipment Division

Research & Development, and Contract Research Divisions
only:

W. Markert, Jr., Vice President, Research & Development
and Contract Research Divisions
T. D. Corkran, Manager, Contracts-Legal, Contract
Research Division
R. A. Webb, General Manager, Contract Research
Division

For the Entire Industrial Products & Services Group:

D. R. Brown, Senior Vice President and Group
Executive
J. G. Martin, Controller

Bailey Controls Company, a Division of The Babcock & Wilcox Company, only:

M. A. Keyes, President, Bailey Controls Company
J. F. Hoffmaster, Vice President - Engineering, Bailey Controls Company
M. S. Willey, Vice President - Marketing, Bailey Controls Company
M. N. Zaharna, Vice President - International Operations, Bailey Controls Company
C. D. Dool, Attorney, Bailey Controls Company
P. E. Jones, Controller, Bailey Controls Company

Diamond Power Specialty Company, a Division of The Babcock & Wilcox Company, only:

R. C. Scamehorn, President, Diamond Power Specialty Company
E. B. Archer, Vice President and Controller, Diamond Power Specialty Company
D. V. Oetjen, Vice President and General Manager, Mirror Insulation

Insulating Products Division only:

J. B. Given, Vice President and General Manager, Insulating Products Division
N. K. Russell, Manager, Marketing & Sales, Insulating Products Division

For the Tubular Products Group:

T. M. Krebs, Senior Vice President and Group Executive
R. C. Angell, Vice President and General Sales Manager, Tubular Products Group

J. E. McCann, Vice President and General Manufacturing
Manager, Tubular Products Group

K. W. Harris, Assistant General Sales Manager, Tubular
Products Group

J. D. Judge, Jr., Manager, Stainless & Special Alloy,
Tubular Products Group

V. R. Barrord, Manager, Welded Tubular Products Sales,
Tubular Products Group

J. Assini, Manager, Welding Fittings Sales, Tubular
Products Group

C E R T I F I C A T E

I, the undersigned, Assistant Secretary of The Babcock & Wilcox Company, a Delaware corporation, do hereby certify that the above and foregoing is a true and correct copy of certain resolutions adopted by the Board of Directors of said corporation, pursuant to a consent in lieu of a meeting dated October 25, 1982, and that said resolutions have not been vacated or recalled or amended and remain in full force and effect.

IN WITNESS WHEREOF, I hereunto affix my hand and the seal of said corporation on this 3rd day of November, 1982.



Peter R. Buchler,
Assistant Secretary