

**Public Service Company of New
Hampshire
Docket No. DE 11-250**

Technical Session TS-01

**Dated: 01/23/2012
Q-TECH-008
Page 1 of 45**

Witness: William H. Smagula
Request from: New Hampshire Public Utilities Commission Staff

Question:

Re: OCA 1-01, Q-OCA-2: Please provide agreements with municipal wastewater treatment facilities.

Response:

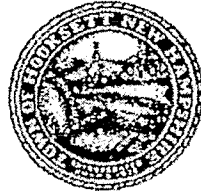
This Tech Session question is a merely variation of CLF-NHSC 01, Q-PROD-020, which PSNH timely objected to. PSNH continues to stand by that objection.

Notwithstanding that objection, PSNH provides the following information in response:

PSNH is operating Merrimack Station in compliance with its existing NPDES permit. A copy of that permit is attached. Information concerning renewal of the existing NPDES permit is available from the EPA website at:
<http://www.epa.gov/region1/npdes/merrimackstation/>

PSNH has discharge permits/agreements with local municipal POTWs to dispose of treated scrubber wastewater. Copies of representative permits/agreements are attached.

Bruce Kudrick
Superintendent



Commission
Sidney Baines, Chair
Raymond Robb
Roger Bergeron

Page 1 of 3
REVISED 9/7/11

TOWN OF HOOKSETT
Sewer Commission

Hauled Waste

Waste Disposal Agreement

No. WDA-001

In accordance with the provisions of the Town of Hooksett's Sewer Use Ordinance:

Office/Home

PSNH
780 North Commercial St.
Manchester, NH 03101

Work Site

PSNH – Merrimack Station
97 River Street
Bow, NH 03304

is authorized to discharge wastewater from the above-stated facility (the "Facility"). This discharge consists of:

Description

Treated Blowdown from Flue Gas Desulfurization (FGD) System

Gallons/Day

70,000 gallons per day

Compliance with this Waste Disposal Agreement does not relieve PSNH of its obligation to comply with any other applicable pretreatment requirements under local, State, or federal laws, including such requirements that may become effective during the term of this Agreement.

Noncompliance with any term or condition of this Agreement including the provisions of Page 2 shall constitute a violation of the Town's Sewer Use Ordinance and shall be subject to the penalty provisions of Section 9 and may include suspension of discharge privilege with 24 hours notice.

This Waste Disposal Agreement shall become Effective on:

October 1, 2011

This Waste Disposal Agreement shall Expire on:

September 30, 2012

Bruce Kudrick		Superintendent	<u>9/20/11</u> September 8, 2011
Waste Disposal Agreement Issued By	(signature)	(Title)	(Date)
Sidney Baines		Chairman, Hooksett Sewer Commission	<u>9/24/11</u> September 8, 2011
Authorization By (Town)	(signature)	(Title)	(Date)

Acknowledgement: The undersigned acknowledges receipt of this Agreement and acknowledges that this discharge is subject to the requirements of the Sewer Use Ordinance and this Agreement.

PSNH
Company Name

Authorized Representative

9/7/2011
Date

This Agreement is subject to the following:

PSNH Agreement No. WDA-001

Standard Conditions

Changes in discharge - Any substantial change in the type of production, amount of flow or wastewater characteristics, or any increase in wastewater concentration, must receive prior review and approval by the Town of Hooksett and the State of NH if applicable. The projected wastewater characteristics and concentrations were presented in PSNH's Industrial Discharge Request application submitted to the Town of Hooksett in May 2011 and are hereby a part of this Agreement.

Spills, potentially harmful dischargers - Immediate notification is required for any discharge that spills at the offloading facility that would potentially result in a violation of the Town's Stormwater Permit or other environmental concerns. This includes but is not limited to an accidental discharge of substances prohibited by the Sewer Use Ordinance or any slug loads or spills that may enter the public, right-of-way, receiving water or combined sewers.

- * During normal business hours (7:00 A.M. to 4:00 P.M.) notify:
Wastewater Plant Superintendent 485-7000
- * At all other times notify:
Wastewater Treatment Plant 485-7000

The notification shall include location of discharge, date and time thereof, type of waste, including concentration and estimated volumes, and any and all corrective actions taken to clean up the spill. PSNH will make notification in accordance with the requirements of this section and does not relieve its obligation of other reporting requirements as may arise under local, State, or federal laws.

Agreement Continuance - If PSNH desires to continue to discharge after the expiration of this Agreement, it shall reapply on the application forms then in use at least thirty (30) days before this Agreement expires. Under no circumstances shall PSNH continue to discharge after the expiration of this Agreement, except as authorized pursuant to a new agreement with, or an extension of this Agreement by, the Hooksett Sewer Commission.

Access by the Town - PSNH shall allow authorized Hooksett Sewer Commission personnel access for the purposes of inspection, investigation, and sampling of wastewater discharges from the Facility when requested.

Sampling & Analytical Requirements - Any sampling, preservation, handling, and analytical testing methods must conform to the requirements as set out in 40 CFR Part 136.

Other Requirements - The conditions listed in this Agreement are not all inclusive. The Town shall be notified if questions arise regarding PSNH's responsibilities under this Agreement or obligations under the Town's Sewer Use Ordinance. The Town reserves the right to make revisions to this Agreement in order to implement the requirements of the Ordinance and to protect the wastewater treatment plant and the public.

Special Conditions

1. Designated discharge point shall be sewer manhole (SMH) AZ33 located on PSNH property or a PSNH right-of-way in Hooksett and will be accessible 24 hours per day, 7 days per week unless otherwise directed by the Hooksett Sewer Commission.
2. PSNH shall design and install a discharge station at SMH AZ33 that is consistent with current engineering standards, as approved by the Hooksett Sewer Commission and the NHDES through the Sewer Connection Permit application process.
3. Fee shall be \$30.00 per 1,000 gallons of discharge (at proposed waste concentration).
4. The volume of treated FGD blowdown shall be metered and recorded on site before hauling to the discharge station.
5. Authorization to discharge is subject to maintaining compliance with the requirements of this Agreement and providing that there are no extenuating circumstances at the Hooksett Wastewater Treatment Plant that might cause the Hooksett Sewer Commission not to be able to accept the discharge; otherwise, suspension of discharge may occur with 24 hours' prior notice.
6. The Hooksett Sewer Commission reserves the right to obtain random samples and test for specific parameters.

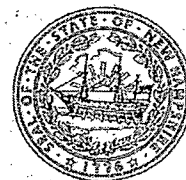
Special Conditions

7. The Hooksett Sewer Commission shall consider developing mass limits in lieu of concentration-based limits contained in the Hooksett Sewer Use Ordinance.
8. Direct discharge at the Hooksett Wastewater Treatment Plant is not allowed.
9. The vehicle and container used to transport the treated wastewater shall meet all applicable federal and State requirements for transportation of industrial wastewater.
10. The tanker containers shall be dedicated to the transportation of the PSNH wastestream or shall not contain any residual liquids or residues from previous uses (other than treated FGD wastewater from PSNH).
11. During the first twenty-one (21) days that the FGD system attains operational status and the resulting wastewater is considered representative, PSNH shall obtain composite samples on three (3) separate days during this period. The samples shall be analyzed for the wastewater characteristics presented in PSNH's Industrial Discharge Request application submitted to the Town in May 2011. The laboratory reports shall be submitted to the Town within forty-eight (48) hours of receipt by PSNH.
12. Appropriate security shall be provided at the designated discharge station to protect against unauthorized access.
13. A Bill of Lading shall be prepared for each truck discharging to the Town wastewater collection system.
14. PSNH shall incur the additional incremental cost of biosolids (i.e., sludge) testing for selenium. Prior to the first discharge event, the Town shall obtain a representative sample of its biosolids for the analysis of selenium. The frequency of sampling and analysis for selenium shall be weekly for the first four (4) weeks after the PSNH discharge commences. After the initial 4-week period, the frequency of sampling and analysis for selenium shall be reduced as agreed to by both parties. The Town shall provide appropriate documentation to PSNH substantiating the biosolids testing costs.
15. In the event that it is determined that the PSNH discharge has adversely impacted the quality of its biosolids, and thus voiding the Town's agreement with the Town of Merrimack, PSNH shall incur the additional incremental costs to transport and dispose biosolids at Waste Management's facility in Rochester, NH, or an equivalent disposal facility. The incremental costs to transport and dispose of biosolids will be incurred at a point in time when the quality of biosolids (due to the concentration of selenium only) is unacceptable by the Town of Merrimack's biosolids processing facility. PSNH will be responsible for the incremental costs up to a point after the PSNH discharge has been terminated and the concentration of selenium in the Town's biosolids has reached a level at or below 4 mg/kg. In no case will PSNH be responsible for incremental costs beyond four (4) weeks from the time the PSNH discharge was terminated. The Town shall be responsible for contracting such services and shall provide appropriate documentation to PSNH substantiating the additional incremental costs.



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



INDUSTRIAL WASTEWATER INDIRECT DISCHARGE REQUEST (IDR) APPROVAL

APPLICANT

Indirect Discharger **PSNH**
Address **97 River Rd., Bow, NH**
Authorized Signature **Harold Keyes** Station Manager
Engineer **Ronald Breton, GZA GeoEnvironmental**

MUNICIPALITY

Municipality/POTW **Hooksett Wastewater Treatment Plant**
Approval Signature **Sidney Baines** Chairman
Date of IDR **August 16, 2011**

APPROVAL

PERMIT/REQUEST NUMBER **IDR 11-016 H**
FLOW **100000** gallons/day DATE: **August 19, 2011**

The Department of Environmental Services has reviewed and hereby approves the request as follows: Approval of the discharge to the applicant's wastewater facilities is based on review of the supporting information submitted and is subject to the conditions indicated below and the standard Conditions of Approval on the second page.

CONDITIONS:

Approval is for acceptance of highly treated wastewater from the wet flue gas desulfurization system. The wastewater will be hauled by tanker truck to the POTW.

George F. Carlson, Jr., P.E.

Telephone (603) 271-2052

DES Web site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-3503 • Fax: (603) 271-2982 • TDD Access: Relay NH 1-800-735-2964

NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES
INDUSTRIAL WASTEWATER INDIRECT DISCHARGE REQUEST

CONDITIONS OF APPROVAL

The department's approval of this discharge request is subject to the following conditions:

- (1) The indirect discharger shall fully comply with the applicable sewer use ordinance;
- (2) The indirect discharger shall fully comply with all federal, state and local pretreatment standards and requirements;
- (3) Using additional water to dilute effluent or introducing uncontaminated water to the effluent shall not be allowed as a substitute for any pretreatment necessary to maintain compliance;
- (4) The indirect discharger shall not make changes in the type of production, amount of flow, or pollutant characteristics, or any increase in pollutant concentration, without prior approval by the department through the submission of a new industrial wastewater discharge request;
- (5) The approval shall be based on and apply only to the subject discharge request and all associated plans and supporting information as submitted and shall be signed by the indirect discharger's authorized representative; and
- (6) The approval shall become void if the discharge approved does not begin within one year from the date of approval.

Upon receipt of notification from the department that the discharge request is approved, the municipality shall issue a discharge permit to the indirect discharger.

If there are any question or comments concerning this approval, please contact the Industrial Pretreatment Section Supervisor, at the Water Division, telephone 271-2052.

CITY OF CONCORD, N.H.
DEPARTMENT OF GENERAL SERVICES
WASTEWATER DIVISION

PERMIT TO DISCHARGE
INDUSTRIAL WASTEWATER
TRANSPORTED WASTE

[X] Concord WWTF [] Penacook WWTF Permit No. PSNH 01

1. Name of Industry: PSNH- Merrimack Station
2. Address of Industry: 97 River Road, Bow NH 03304
3. Name of Owner: Public Service Company of New Hampshire
Phone # 603-669-4000
4. Owner's Address: 780 North Commercial Street, Manchester, NH 03101
5. Person in Responsible Charge/Phone No.: Harold Keyes (Station Manager)
Tel. 603-224-4081 ext. 4130
6. Existing Environmental Permit(s):

STATE

EPA

See Attached

See Attached

7. Standard Industrial Classification of Various Operations

4911

8. Brief description of the nature and average rates of production and operations
Non-production Process. Operations consist of fossil fuel power generation.
Wastewater is generated from air pollution control equipment.
9. Brief description of each regulated process and applicable Federal categorical pretreatment standard:

Not Applicable

10. If under categorical pretreatment standards, please attach a process flow diagram.

11. Wastewater flow (gallons per day): **TRANSPORTED WASTE**

	Industrial Process	Domestic =	Total
Average Daily	25,000	0.0	25,000
Maximum Daily:	25,000	0.0	25,000
Maximum Hourly:	N/A		

Note: Permitted discharge volume is the maximum allowed and is further limited based on a maximum daily Selenium loading of 0.300 lbs (see Section 16)

12. Please attach certified analyses showing the nature and concentrations of pollutants in discharge as indicated (Y or N).....[N]

ESTIMATED POLLUTION CONCENTRATIONS SUBMITTED

13. Brief description of all wastewater pretreatment equipment and/or systems currently in use:

On File (Submitted with Permit Application)

14. Schedule of actions regarding further pretreatment of wastestream(s) if noncompliant with Federal and/or City discharge limitations.

None at this time.

15. All industrial users shall immediately notify the City of any spills, bypasses or slug discharges of waste or wastewater discharged by such a user and shall provide protection from accidental discharges of prohibited materials or other substances regulated by the City's Sewer Use Ordinance. The City may request the industrial user to develop a slug discharge control plan.

All industrial users shall immediately notify the City of any new or changed discharge not covered under the existing industrial discharge permit.

16. Wastewater Discharge Limitations and Monitoring Requirements:

The industrial user shall comply with the effluent limitations specified below and all general discharge standards in of the City of Concord's Sewer Use Ordinance.

<u>Parameter</u>	<u>Daily Average</u>	<u>Daily Maximum</u>	<u>(##) Sampling Frequency/Type</u>
Cadmium	0.12 mg/l	0.12 mg/l	Monthly
Copper	12.00 mg/l	12.00 mg/l	Monthly
Lead	2.77 mg/l	2.77 mg/l	Monthly
Nickel	5.37 mg/l	5.37 mg/l	Monthly
Silver	7.90 mg/l	7.90 mg/l	Monthly
Zinc	6.07 mg/l	6.07 mg/l	Monthly
Selenium	0.300 lbs/day	0.300 lbs/day	Twice/Monthly

Attached list of pollutants on Addendum A must be sampled and tested monthly and shall not be of concentrations to cause interference/inhibition at the Hall St. WWTF. In addition, the user's discharges at the Hall St. WWTF must not cause the Hall St. WWTF'S final effluent to exceed water quality standards criteria, and low metals criteria for Class A biosolids.

(##) Sampling Requirements for Reporting Purposes: (Further description of Section 16 above). Special note: **Baseline monitoring shall consist of the analysis of pollutants listed on Addendum A and shall be conducted during initial start-up of the Merrimack Station scrubber system to determine actual pollutant concentrations prior to the initial discharge at the Hall St. WWTF.**

16(a). All sampling and analyses conducted by any industrial user or by the industrial user's contract laboratory must be in accordance with **40 CFR Part 136**.

All industrial users must maintain records of all information resulting from any monitoring activities as specified in **40 CFR 403.12(o)**.

All industrial users shall be required to retain for a maximum of five (5) years any records of monitoring activities and results and shall make such records available for inspection and copying by the City. This period of retention shall be extended during the course of any unresolved litigation regarding the industrial user or City, or when requested by the City.

16(b). Monitoring reports must include reporting requirements in **40 CFR 403.6(a)(2)(ii)** for signature and certification.

17. Inspection Requirement/Frequency 1

18. Reporting Information:

The industrial user is required to submit reports to the City on the results of its sampling for the parameters specified in Section 16 of this permit.

Frequency of Reporting Monthly

Reports due on or before: The 15th of each month for the previous month's testing.

Sampling period for Report: Anytime during the month

Any additional sampling/testing conducted must be submitted.

(Please include a diagram indicating the location of the sampling point(s)).

On File

Note: All reports must be submitted to the following address:

City of Concord
Dept. of General Services
Wastewater Division
125 Hall Street
Concord, N.H. 03301
Attn: Tom Neforas

- 19 (a). When self-monitoring by an industrial user indicates a violation, the industrial user must notify the City within 24 hours of becoming aware of the violation and must resample and resubmit the result(s) within thirty (30) days.

Applicable civil penalties for violations of this industrial wastewater discharge permit are so stated in the City's Sewer Use Ordinance, **Section 9-6-32** titled Penalties Defined.

INDUSTRIAL SLUG CONTROL PLAN

Not applicable: Generator is not connected to the sewer collection system.

Waste to be transported to the City of Concord Hall St. WWTF and discharged at a designated location within the WWTF.

NJonathan Peress

From: NJonathan Peress
Sent: Wednesday, February 01, 2012 5:42 PM
To: knowlsb@nu.com
Cc: 'daviekl@nu.com'; discovery@puc.nh.gov; amanda.noonan@puc.nh.gov; bersara@psnh.com; christina.martin@oca.nh.gov; Dorene Hartford; donna.l.mcfarland@oca.nh.gov; dpatch@orr-reno.com; eatongm@nu.com; edward.damon@puc.nh.gov; hallsr@nu.com; lrosado@orr-reno.com; meredith.a.hatfield@oca.nh.gov; msmith@orr-reno.com; rorie.e.p.hollenberg@oca.nh.gov; shennequin@nepga.org; stephen.r.eckberg@oca.nh.gov; steve.mullen@puc.nh.gov; suzanne.amidon@puc.nh.gov; tom.frantz@puc.nh.gov; priceml@nu.com; zachary.fabish@sierraclub.org
Subject: RE: DE 11-250 PSNH Data Responses to TS-01

Dear Sarah,

We received PSNH's response to Q-Tech 008, which was a tech session data request (DR) by CLF. It appears that PSNH either misunderstood the request, or elected to re-characterize the request with the result that PSNH's response was inaccurate and / or incomplete. Accordingly, we are clarifying the DR and information requested thereby to afford PSNH with an opportunity to provide a complete and accurate response prior to determining whether to file a motion to compel. We are providing this email in the spirit of Puc 203.09(i)(4), in an effort to informally resolve any differences as between PSNH and CLF/Sierra Club.

The tech session DR was made during discussion of OCA 1-01, Q-OCA-2, which requested that PSNH "identify and provide the status of 'all necessary permits and approvals'" for operation of the scrubber. During the tech session, CLF and others raised the fact that PSNH's response did not include any permits or approvals necessary for disposal of the scrubber wastewater. During the ensuing discussion, PSNH representatives explained its position that the response was accurate and complete and that arrangements to dispose of scrubber wastewater did not entail "permits" or "approvals", rather such disposal was being undertaken pursuant to "agreements." PSNH went on to explain that it had various agreements with and was disposing of scrubber wastewater at municipal, public and private facilities. To clarify the issue, CLF issued a tech session DR seeking all permits and agreements which PSNH has obtained to dispose of scrubber wastewater and the documents / records for disposal of scrubber wastewater under such permits and/or agreements.

CLF's tech session DR cannot properly be characterized as a variation of CLF /SC 01, Q-Prod-02 as stated in PSNH's response. The tech session DR was premised and founded on the detailed and extensive discussion we had about scrubber wastewater disposal during the tech session, including, without limitation, PSNH's insistence that no "permits or approvals" (as the terms were used in Q-OCA-2) were necessary for such disposal.

CLF's tech session DR was made to provide the parties with a full understanding of the means by which PSNH has disposed of, is disposing of and plans to dispose of scrubber wastewater, the quantity of wastewater disposed, and the costs incurred and to be incurred by PSNH for such disposal. We note that PSNH is including such wastewater disposal costs in its Motion for Establishment of Temporary Rates. Thus a complete and accurate response must include, without limitation, all permits, approvals, agreements, transit arrangements, bills of lading, manifests, invoices, and receipts with respect to all publicly or privately owned wastewater treatment / disposal facilities and/or shippers with whom PSNH has arranged to dispose of scrubber wastewater including records of disposal to date. Without limitation, a the response must be sufficiently detailed for the parties to ascertain from the foregoing information: 1) the total amount of wastewater PSNH has disposed of; 2) the amounts sent to each disposal facility; 3) the costs incurred for each such shipment; and, 4) when each such wastewater transfer / disposal occurred.

Please advise us by Friday, February 3 whether PSNH will provide a complete and accurate response as set forth above and feel free to call me to discuss this matter on my mobile phone at 603 443-2719. Thank you.

N. Jonathan Peress

Vice President
Director, Clean Energy and Climate Change Program
Conservation Law Foundation

27 North Main Street
Concord, NH 03301

P: 603-225-3060
C: 603-443-2719
E: njperess@clf.org

For a thriving New England



From: daviekl@nu.com [mailto:daviekl@nu.com]

Sent: Friday, January 27, 2012 3:20 PM

To: discovery@puc.nh.gov; amanda.noonan@puc.nh.gov; bersara@psnh.com; christina.martin@oca.nh.gov; daviekl@nu.com; Dorene Hartford; donna.l.mcfarland@oca.nh.gov; dpatch@orr-reno.com; eatongm@nu.com; edward.damon@puc.nh.gov; hallsr@nu.com; knowlsb@nu.com; lrosado@orr-reno.com; meredith.a.hatfield@oca.nh.gov; msmith@orr-reno.com; NJonathan Peress; rorie.e.p.hollenberg@oca.nh.gov; shennequin@nepga.org; stephen.r.eckberg@oca.nh.gov; steve.mullen@puc.nh.gov; suzanne.amidon@puc.nh.gov; tom.frantz@puc.nh.gov; zachary.fabish@sierraclub.org

Cc: priceml@nu.com

Subject: DE 11-250 PSNH Data Responses to TS-01

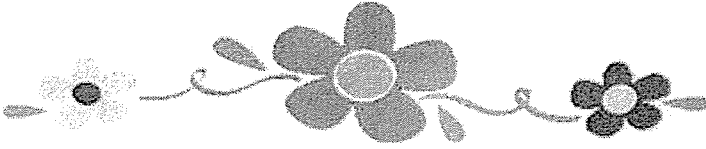
Attached please find Public Service Company of New Hampshire's Responses to TS-01 Q-001, Q-002, Q-003, Q-005 and Q007.

Hard copies will not follow unless requested.

Thanks,

Kristi L. Davie
Rate & Regulatory

PSNH - Energy Park
(603) 634-3303/(603) 634-2449 fax
daviekl@nu.com



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