



Before the

PUBLIC UTILITIES COMMISSION
STATE OF NEW HAMPSHIRE

DG 22-045: CONCORD GASHOLDER

Direct Testimony of
Faisal Deen Arif

June 7, 2023

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1 **INTRODUCTION**

2 **Q1: Please state your name, occupation, and business address.**

3 A1: My name is Faisal Deen Arif. I am employed by the New Hampshire Department of Energy as the
4 Director of Gas in its Regulatory Division. My business address is 21 South Fruit Street, Suite 10, Concord,
5 New Hampshire, 03301.

6

7 **Q2: Please summarize your educational and professional experience.**

8 A2: Academically, I have a Ph.D. in Economics from the Joint Doctoral Program in Economics between
9 the University of Ottawa and Carleton University in Ottawa, Canada. At the doctoral level, I specialized in
10 two areas – Regulatory Economics and International Trade and Finance. Most pertinent to my current
11 role is my specialization in Regulatory Economics for which I studied and took numerous graduate-level
12 courses on topics, such as Firms and Markets, Competition Policy, Regulation of Public Enterprises, Game
13 Theory and application, and the aspects of Firm Behavior. I also spent a year at the University of Guelph,
14 where I specialized in quantitative modeling used in Regulatory Economics, particularly Game Theory
15 and Econometrics.

16 Professionally, I have over 16 years of experience working in different organizations in various capacities
17 (as an economist, research analyst, regulatory analyst, and policy analyst both as a staff member and in
18 managerial/administrative roles). See Attachment 10.

19

20

1 **Q3: What is the purpose of your testimony in this proceeding?**

2 A3: My testimony is intended to provide the New Hampshire Department of Energy (DOE)'s position on
3 Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty (Liberty Gas, or Liberty, or the Company)
4 request related to expenses (incurred and anticipated) for the Concord Gasholder Building in the current
5 Docket No. DG 22-045 and to highlight other issues relevant to Liberty's request to recover certain costs
6 associated with remediation of and/or preservation of the Gasholder Building a/k/a Gasholder House.

7

8 SUMMARY

9 **Q4: Please state the issues you intend to explore in your testimony.**

10 A4: In my testimony, I plan to provide the following:

- 11 - Background and contextual information related to recovery of remediation costs through the
12 LDAC's environmental surcharge related to the Concord Gas Street site (Gas Street and
13 Gasholder Building and that structure's footprint);
- 14 - A discussion on Liberty's current proposal to recover stabilization costs incurred to date and
15 anticipated future stabilization costs in lieu of estimated remediation costs;
- 16 - A summary of relevant facts;
- 17 - A discussion on important regulatory policy and enforcement issues; and
- 18 - DOE's recommendation concerning Liberty's request.

19

20

1 **Q5: What is Liberty's proposal and what is the basis?**

2 A5: In the current docket, Liberty Gas:

- 3 • Seeks an approval to recover over a period of seven years the cost the Company incurred as of
4 August 3, 2022, *i.e.*, \$486,596¹, towards Phase I of the stabilization work performed for the
5 Concord Gasholder House. Specifically, during the Cost of Gas (COG) season 2022-23, Liberty
6 seeks to recover one-sevenths of the cost, *i.e.*, 69,514², as per the provisions identified in Tariff
7 11, clause 19, section E, sub-section 7.
- 8 • Seeks approval to contribute towards further stabilization costs up to the amount of the
9 estimated total cost, including demolition, physical (concrete or clay) cap construction,
10 investigation, and remediation, if Liberty were to demolish the Gasholder Building and clean-up
11 the facility site) of \$2,379,492³ (hereafter referred to as "\$2.40 million"), which has been
12 presented in 2022 dollars.

13 The basis of the cost estimates is the two environmental studies performed by GZA GeoEnvironmental,
14 Inc.⁴ (as commissioned by Liberty Gas) and Haley and Aldrich, Inc.⁵ (as commissioned by
15 New Hampshire Preservation Alliance, NHPA).

¹ See Attachment 5, Liberty Gas's response to DOE Data Request Set 4, DOE 4-5.

² See Liberty's M. Casey Direct Testimony, Attachments (August 3, 2022), Schedule 3, page 1 of 2, Line 1 under the heading "Gasholder and pond at Gas Street, Concord, NH" as submitted by Liberty Gas in Docket No. DG 22-045; see also Liberty's H. Tebbetts updated Schedule 3 (October 10, 2022) in the same docket.

³ Direct Testimony of Liberty's J. Murphy and J. Wieck, Bates page 017, Line 20 (12/30/2022) Tab 49 in DG 22-045; also see J. Murphy and J. Wieck Attachment, Bates page 038, row "Total" (at the bottom of the page) and column "Required and Potential" where the estimated cost is identified as the "...upper end soil excavation... prepared by Haley and Aldrich, Inc."

⁴ See Liberty's J. Murphy and J. Wieck, Bates page 017, Line 20 (12/30/22) Tab 49 in DG 22-045.

⁵ See Liberty's J. Murphy and J. Wieck Attachment, Bates page 055 (although not actually page numbered), the revised estimated contaminated soil quantity (from 788 to 1,232 cubic yards), the associated cost estimates (from \$2.38 million to \$3.05 million to \$4 to 6 million for overall potential remediation required for the entire Gasholder site), and the explanatory note thereof prepared by Haley and Aldrich, Inc.

1 **Q6: Please describe the current regulatory treatment approved for costs related to this Gasholder site.**

2 A6: Liberty's claim for recovery is roughly consistent with the applicable sections of Tariff 11 pertaining
3 to Environmental Surcharge (namely, Tariff 11, clause 19, section E, sub-section 7), which are the results
4 of decades old PUC decisions.

5 The Environmental Surcharge that is part of EnergyNorth's LDAC was developed as a response to the
6 Company's concern that Manufactured Gas Plant (MGP) sites were owned and operated by Liberty or its
7 predecessors in compliance with applicable standards and law of the day but that changes in
8 environmental laws and regulations since the MGPs ceased operation created actual and potential
9 liability for Liberty relating to the investigation and remediation of environmental contamination at the
10 MGP sites. See In re EnergyNorth Natural Gas, Inc. Order No. 23,303 at 1 (Sept 20, 1999) 84 N.H. P.U.C.
11 489 1999 WL 1132175 (N.H.P.U.C.) (hereinafter "1999 Order"); In re EnergyNorth Natural Gas Inc., Order
12 No. 22,943 (May 19, 1998), 83 N.H. P.U.C. 324, 1998 WL 422994 (N.H.P.U.C) (hereinafter "1999 Order")
13 In order to ensure, on an on-going basis, that rates charged to ratepayers remained just and reasonable
14 and also that Liberty was not denied an opportunity to earn a fair return on its investment, the
15 Commission issued a series of orders between 1993 and 1999. Review of actual and potential liabilities
16 at the Concord MGP Site built the prototype for the environmental surcharge that was made broadly
17 applicable to all of Liberty's MGP sites. Compare In re EnergyNorth, Order No. 22,943 (May 19, 1998)
18 with 1999 Order; see also Order No. 21,042 (November 22,1993) (Dkt. DR 93-198); Order No. 21,042
19 (June 26, 1995) (Dkt. DR 94-306).

20

21

1 **Q7: Does Liberty's request alter the existing cost recovery paradigm?**

2 A7: Yes, in certain ways it does.

3 Under Liberty's proposed plan, the Company would recover up to \$2.4 million in stabilization costs (as
4 such costs are incurred) in lieu of remediation costs. The DOE recommends that any liability associated
5 with the preservation and use of the Gasholder Building be borne solely by Liberty's shareholders, or
6 other entities and never by ratepayers.

7 DOE also recognizes, under Liberty's proposal, the Company would continue the environmental
8 surcharge recovery formula as most recently codified in Tariff 11, as referenced above. Liberty would
9 continue to be required to offset any recovery by any insurance proceeds Liberty recovers. If the
10 property were sold or transferred, Liberty would continue to be required to allocate to rate payers any
11 revenues related to such transaction. See Order No. 21,042 (November 22, 1993) (Company position).

12

13 **Q8: What is the Department's position on Liberty's claim?**

14 A8: Based on the materials reviewed in this case, DOE's position is summarized below:

15 ▪ DOE does not seek to alter the basic premises of existing regulatory cost recovery paradigm
16 which DOE understands was designed to balance the interest of appropriate remediation of
17 former gas manufacturing sites, the financial burden on existing gas customers, protection of
18 Liberty's investors, all while encouraging Liberty to seek contributions from third parties like
19 insurers. In that vein, concerning Liberty's proposal in this case, DOE's policy position is to
20 support recovery of prudent, just, and reasonable expenses incurred by the utilities for their
21 environmental remediation efforts related to the manufactured gas plants, as guided by

- 1 directives of the pertinent environmental agencies; which has been primarily the NH
2 Department of Environmental Services (NHDES) when dealing with former manufactured gas
3 sites.
- 4 ■ DOE views Liberty’s current claim of \$486,596 to be just and reasonable, which should be
5 recovered pursuant to Tariff 11, clause 19, section E, sub-section 7, over seven years. The
6 commensurate annual recovery amount is \$69,514.
 - 7 ■ DOE views Liberty’s cost estimate of \$2,379,492⁶ (hereafter referred to as \$2.40 million), which
8 includes clean-up of 788 cubic yard of contaminated soil, as a reasonable estimate for the
9 demolition of the Gasholder House and remediation of its footprint, consistent with the NHDES
10 environmental remediation plan for the Gasholder site approving use of the Gas Holder Building
11 as an environmental cap.⁷ This estimate includes costs associated with demolition, physical cap
12 construction, investigation, and remediation of 788 cubic yard of contaminated soil. Attachment
13 1 to this testimony provides a detailed breakdown of this \$2.40 million in estimated costs.⁸
14 DOE’s support is contingent upon costs being recovered on an “as-incurred” basis.
 - 15 ■ DOE views this \$2.40 million as the financial cap for environmental remediation efforts by
16 Liberty related to this site.

⁶ This amount accounts for inflationary and other upward pressure on estimated costs by incorporating a 25% cost contingency of all cost elements of this project.

⁷ See Attachment 9, September 3, 2021 Letter by NHDES titled “Concord – Former Concord Manufactured Gas Plant (MGP) Site, 1 Gas Street DES Site #198904063, Project #1479, 1888 Gas Holder House Update, as prepared by GZA GeoEnvironmental, Inc., and dated June 17, 2021.”

⁸ Note that information in Attachment 1 is based on the GZA Report (December 30, 2022) titled: *Calculation of Basis of Maximum Owner Contribution – 1888 Gas Holder House Demolition Alternative*; Appendix B – Opinion of Probable Cost, Attachment DOE 4-4.c, Page 20 of 34.

- 1 ▪ DOE supports offsetting the authorization and the use of funds up to \$2.40 million for
2 stabilization /environmental remediation purposes by any insurance recoveries Liberty receives
3 on this property, consistent with the existing regulatory paradigm.
- 4 ▪ DOE takes a note of other potential sources of funds raised, or to be raised, to stabilize and
5 sustain the Concord Gasholder Building; including current and future sources of funds collected
6 by NHPA, funds collected by any other interested parties in the future, any funds recovered from
7 any insurance claims now and in the future, and the future sources of funds from any gainful use
8 of the Concord Gasholder site as authorized by Liberty (e.g., rents, leasing etc.) In the
9 post-Gasholder Building stabilization era, in DOE's view, such other sources of funds should be
10 used as the first source of funds for maintenance and related purposes.

11 This position is designed to keep the current regulatory paradigm in place, as adapted to the current
12 circumstances presented in this docket, where Liberty seeks to preserve the Gasholder Building instead
13 of demolishing it and remediating the site as contemplated by the NHDES in the 2014/2015 timeframe.
14 Had the building been demolished and the site remediated, the likelihood of future significant costs
15 related to this site would have been greatly reduced. By keeping the Gasholder House in place (and thus
16 not demolishing the Gasholder House and not excavating and remediating the soil beneath the
17 Gasholder House) the potential for future costs is preserved. DOE's position is that Liberty's gas
18 customers (having paid up to \$2.4 million as requested - which includes reasonable estimates for
19 demolition and soil excavation and remediation) should be protected from paying again should such
20 activities be required in the future.

21

22

1 **Q9: Please summarize DOE’s recommendations on the identified issues.**

2 A9: The DOE respectfully requests the Public Utilities Commission (PUC or the Commission) to:

- 3 • Approve Liberty’s proposal to recover already incurred expenses of \$486,596 following the
4 provisions identified in Tariff 11, clause 19, section E, sub-section 7 (i.e., allow a yearly recovery
5 of \$69,514 for the next seven years starting from November 1, 2023 through October 31, 2030).
- 6 • Approve Liberty’s request for authority to recover up to \$2,379,492 (inclusive of the \$486,596
7 above) in expenses related to the environmental remediation efforts at the Concord Gasholder
8 site to cover costs incurred for Phase 1 and Phase 2 stabilization of the Gasholder Building, in
9 accordance with the stabilization plan as presented by Liberty in this docket. In addition, DOE
10 recommends that the PUC establish this \$2.40 million recovery as a financial cap for the
11 Gasholder site, recognizing that the \$2.40 million *de facto*, would have funded clean-up of 788
12 cubic yard of contaminated soil which, under Liberty’s proposal, is not being done at this time.
- 13 • Require Liberty and/or other involved parties (such as NHPA) to use other sources of funds as
14 the first source of funds to be used for Concord Gasholder site maintenance purposes.⁹ Such
15 other sources of funds may include, funds already raised and/or to be raised by NHPA not
16 earmarked for Gasholder site stabilization, funds to be collected by any other interested parties
17 in the future, funds to be collected from insurance recovery, and the future sources of funds
18 from any gainful use of the Concord Gasholder site undertaken by Liberty (e.g., rents, leasing
19 etc.) as the owner of the property.¹⁰

⁹ In its May 30, 2023 response to DOE Technical Session (held on May 19, 2023) Data Request, the Company indicated that “Liberty will incur future maintenance costs, which may be offset by revenues from a future tenant or other revenue-generating use of the site.” See DOE TS 1-7 in Attachment 7.

¹⁰ In addition to the specific attachments referenced in this testimony, the DOE provides Attachments 2 through 7 which are Liberty responses to DOE data requests concerning the Gasholder Building.

1 DEPARTMENT OF ENERGY (DOE) REGULATORY POLICY POSITION

2 Q10: Does DOE have a regulatory policy position related to environmental remediation activities
3 concerning former manufactured gas plants?

4 A10: Yes.

5 As a matter of regulatory policy, on environmental remediation activities undertaken by the regulated
6 utilities of the State of New Hampshire concerning former manufactured gas plants, DOE's position is to:

- 7 - Review and verify submissions by the utilities, consistent with standards established in *In re*
8 *Energy North Natural Gas, Inc.* Order No. 22,943 (May 19, 1998)(establishing environmental
9 surcharge mechanism for Concord MGP site); see *In re EnergyNorth Natural Gas, Inc.* Order No.
10 23,303 (Sept 20, 1999), 84 N.H. P.U.C. 489, 1999, WL 1132175 (N.H.P.U.C) (extending
11 methodology to other Liberty Gas MGP sites); Order No. 21,042 (DR 93-168) at 3, 1993 WL
12 733960 (1993)(expedited docket approving proposed rate treatment for Concord MGP
13 remediation); *In re EnergyNorth Natural Gas, Inc.* Order No. 21,710 (June 26, 1995), 80 N.H.
14 P.U.C. 382, WL 875065 (N.H.P.U.C)(finding Concord MGP remediation prudently managed).
- 15 - Balance regulatory objectives as they relate to the realization of a competitive outcome vis-à-vis
16 the interests of different parties including that of the ratepayers and the utilities;
- 17 - Recommend recovery of prudent, just, and reasonable relevant expenses incurred by the
18 utilities;
- 19 - Strive to attain environmental remediation as required by environmental agencies (primarily the
20 NHDES);
- 21 - Consider other pertinent factors, if any.
- 22

1 **LIBERTY’S CURRENT PROPOSAL**

2 **Q11: What are the elements of Liberty’s current proposal?**

3 A11: In this current case, Liberty is seeking:

- 4 ▪ To recover costs that the Company already contributed, in the amount of \$486,596, towards the
5 stabilization work that was performed in 2022; and
- 6 ▪ An approval to recover from customers through the LDAC, up to \$2.40 million that Liberty will
7 contribute towards the Gasholder Building stabilization costs, the amount commensurate to the
8 estimated cost of demolition and remediation activities.

9

10 **FACTS AND OBSERVATIONS**

11 **Q12: Please identify the relevant facts related to Liberty’s current claims.**

12 A12: Having reviewed Liberty’s initial August 2, 2022 submission, updated filings on September 1, 2022,
13 October 10, 2022, December 8, 2022 and December 30, 2022 as well as the discovery responses filed as
14 recently as May 30, 2023, DOE notes the following:

- 15 ▪ Liberty Gas seeks a recovery of \$69,514 – one-seventh of its incurred spending of \$486,596
16 through August 3, 2022, amortized over a seven-year period as per the provisions Tariff 11,
17 clause 19, section E, sub-section 7. As such, the company seeks an approval for recovery of the
18 whole amount of \$486,596 over a seven-year period starting COG season 2022-23. However,
19 based on recent responses to data requests, DOE understands that the Company is amenable to
20 commencing recovery in the 2023-24 COG season.

- 1 ▪ Liberty Gas seeks an approval to collect from customers, and then contribute towards stabilizing
2 the Gasholder Building, up to the amount of the estimated total cost of \$2.40 million. This figure
3 includes a work schedule reflecting all costs related to:
- 4 ○ Demolition at \$631,000 plus 25% contingency cost of \$157,750 equaling a total of
5 \$788,750;
 - 6 ○ Physical cap construction at \$33,500 plus 25% contingency cost of \$8,375 for a total of
7 \$41,875;
 - 8 ○ Investigation at \$263,500 plus 25% contingency cost of \$65,875 totaling \$329,375; and
 - 9 ○ Remediation at \$975,594 plus 25% contingency cost of \$243,899 for a total of
10 \$1,219,493

11 The Company states that it would have incurred this total cost of \$2,379,493 if the Company
12 were to demolish and clean-up the site for the Concord Gasholder footprint.

13

14 ▪ This estimated cost of \$2.40 million, in 2022 dollars, includes clean-up of at least 788 cubic yards
15 of contaminated soil if Liberty were to demolish the Gasholder Building at the present time. See
16 Attachment 1 to this testimony for additional details of these costs.

17

18 ▪ Liberty's current plan is to stabilize the Gasholder Building, which will serve as a physical cap on
19 the Gasholder footprint. DOE understand that this approach complies with NHDES
20 requirements, based on correspondence from the DES in September 2021. The Company
21 proposes not to perform any demolition and subsequent clean-up and/or remediation work
22 thereof at this point-in-time.

23

- 1 ▪ While the demolition and consequent remediation clean-up is not to be performed currently,
2 the possibility of such an activity being required as part of some future environmental
3 remediation effort, however, exists and was mentioned by Liberty in numerous technical
4 sessions held during the discovery process in this case. That is, while the Company seeks the
5 authority to collect \$2.40 million for *stabilization* related work and while this \$2.40 million is
6 based on projected costs for demolition and remediation and/or clean-up purposes, the actual
7 remediation (contaminated soil removal) is not being performed and thus, even though the
8 building will serve as a physical cap as allowed by NHDES, the contaminated soil remains in
9 place and it would seem that the potential for environmental issues and future remediation
10 costs will persist. This could lead to a potentially higher remediation costs in the future.
11
- 12 ▪ The \$2.40 million cost estimate includes partial maintenance and related costs that might be
13 required in the post-stabilization era. Specifically, of \$2.40 million \$51,785 is estimated to
14 account for monitoring and reporting related costs for the initial 5-year period. In response to
15 DOE’s May 19, 2023 technical session data request, Liberty Gas further indicated that “the total
16 annual maintenance costs for the next 40–60-year period would be approximately \$280,000.”
17 See DOE TS 1-6 in Attachment 7 and a detailed analysis of the estimate prepared by Faisal Deen
18 Arif in Attachment 8.
19
- 20 ▪ Liberty states that the members from the City of Concord, the NHPA, and Liberty met with then
21 Commission Staff (now DOE) in February 2021 and obtained Staff’s preliminary support for the
22 Gasholder Building stabilization plan, provided Liberty can demonstrate that the Company’s
23 contribution towards the stabilization of the Gasholder House is *less* than the estimated costs of

1 demolition and remediation that would otherwise have been incurred. See Direct Testimony of
2 Mary E. Casey; Tab 1 in Docket DG 22-045, Bates page 020, Lines 17 – 21.

3

4 ■ In October 2021, the NHPA and Liberty signed a formal Emergency Stabilization License
5 Agreement to provide for the repairs to the Gasholder Building (the “Agreement”) under which:

6

7 ○ The NHPA is responsible for the engineering and construction of the stabilization work;

8 ○ Liberty agreed to allow NHPA access to the site to perform the work and

9 ○ Liberty agreed to contribute one-half of the stabilization construction costs, capped by

10 the amount Liberty would otherwise have spent to demolish the Gasholder Building and

11 perform environmental remediation as required by the NHDES (estimated at \$2.4

12 million).

13

14 ■ The Company states that “Liberty did not conduct a formal benefit-cost analysis of entering into
15 the Agreement with the NHPA in lieu of demolition because, under the terms of the agreement,

16 the costs to stabilize the Gasholder Building will be capped at the cost of demolition, so the

17 Agreement is the least cost option.” See Attachment 3, Liberty’s Response to data request

18 DOE 1-7 as updated in Liberty’s Response to DOE Data Request Set 2.

19

20 **Q13: What are your observations having reviewed the relevant facts?**

21 A13: Based on the materials reviewed in this case, DOE observes the following:

22

1 Liberty Gas's assertion of \$2.40 million being the least cost option for ratepayers, is supported
2 only if Liberty is held responsible for any costs beyond the estimated \$2.40 million, even in the
3 event of an eventual environmental remediation and/or clean-up should such a scenario come
4 to pass. In other words, Liberty's customers can only be expected to pay for this site once and in
5 this instance the one payment is for up to \$2.4 million being used to stabilize the holder.

6

7 ■ Having entered the Agreement with NHPA, Liberty decided to pursue the stabilization plan on its
8 own. This prolongs the potential environmental remediation and/or clean-up activities and by
9 keeping the Gasholder Building in place, this means maintenance cost for the Gasholder House
10 will be required for at least 40-60 years.

11

12 ■ Under Liberty's proposal, while the ratepayers are required to pay up to \$2.40 million, should
13 Liberty (the owner of the property) and/or any other involved parties (such as the NHPA) realize
14 any future benefits from any gainful utilization (e.g., rent, leasing and/or commercial
15 development) of the Gasholder site made possible through the current stabilization efforts, no
16 benefit-sharing mechanism is proposed between the ratepayers and Liberty.

17

18 ■ NHPA's ongoing involvement beyond Phase II of the stabilization plan is unknown.

19

20

1 **RECOMMENDATIONS**

2 **Q14: What are the DOE's recommendations?**

3 A14: Please refer to Answer 9 above for the DOE's recommendations.

4

5 **CONCLUSION**

6 **Q15: Does this conclude your testimony?**

7 A15: Yes.

8

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1 ATTACHMENT 1

2 GZA GeoEnvironmental Inc. Summary of Opinion of Probable Costs (December 27, 2022) annotated by
3 Faisal Deen Arif at page 1 to show mid-point and difference in costs and page 2 to detail and contrast soil
4 remediation costs “per cubic yard”, with page 3 showing original GZA “Summary of Opinion of Probable
5 Costs.” From Liberty’s J. Murphy and J. Wieck Direct Testimony (filed December 30, 2022), Attachments
6 Bates 038, 055 and again at Liberty, DR Set 4 Attachment DOE 4-4(c).

7 ATTACHMENT 2

8 Liberty’s August 17, 2022 response to DOE 1-7 in Data Request Set 1 in DG 22-045 (omitting confidential
9 attachment DOE 1.7(f) regarding confidential adjustment of environmental remediation charges not
10 relevant here).

11 ATTACHMENT 3

12 Liberty’s September 15, 2022 response to DOE 2-3 in Data Request Set 2 (updating DOE’s response to DR
13 1-7 (C. McNamara) in DG 22-045; (omitting confidential attachment DOE 1.7(f) regarding confidential
14 adjustment of environmental remediation charges not relevant here).

15 ATTACHMENT 4

16 Liberty’s November 4, 2022 Response to DOE 3-3 in Data Request Set 3 in DG 22-045.

17 ATTACHMENT 5

18 Liberty’s February 3, 2023 Response to DOE Data Request Set 4, DOE 4-1 through 4-10 in DG 22-045.

1 [ATTACHMENT 6](#)

2 Liberty's March 30, 2023 Response to DOE Data Request Set 6 (Partial), DOE 6-1 through 6-3 in
3 DG 22-045.

4 [ATTACHMENT 7](#)

5 Liberty's May 30, 2023 response to DOE Technical Session (held on May 19, 2023) Data Requests Set 1,
6 TS 1-6 through TS 1-11, in DG 22-045.

7 [ATTACHMENT 8](#)

8 Details of the Maintenance Cost Estimates prepared by Faisal Deen Arif.

9 [ATTACHMENT 9](#)

10 September 3, 2021 Letter by NHDES titled "Concord – Former Concord Manufactured Gas Plant (MGP)
11 Site, 1 Gas Street DES Site #198904063, Project #1479, 1888 Gas Holder House Update, as prepared by
12 GZA GeoEnvironmental, Inc., and dated June 17, 2021."

13 [ATTACHMENT 10](#)

14 Educational and Professional Experience of Dr. Faisal Deen Arif.