

Questions from Sandra Poole to Select Board

From: Sandra <sandrapoole64@gmail.com>

Date: Thursday, January 29, 2026 at 5:49 PM

To: Mark Kratman <MKratman@tewsbury-ma.gov>

Cc: Melissa Braga <Mbraga@tewsbury-ma.gov>, Rich Russo <rrosso@tewsbury-ma.gov>, Patrick Holland <Pholland@tewsbury-ma.gov>, eryder@tewsbury-ma.gov <eryder@tewsbury-ma.gov>, James Mackey III <Jmackey@tewsbury-ma.gov>

Subject: Questions – Please request answers to questions listed below from the joint meeting Jan 28th Town Hall

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Question #1

If there is a battery fire that damages nearby homes, is the company required to pay residents directly, or are residents expected to file claims through their own homeowners' insurance?

Question #2

Does the HCA limit the company's responsibility for fire, smoke, or contamination damage to the payment amounts listed, or is the company fully liable for all damages caused?

Question #3

If homeowners' insurance does not fully cover fire-related damage (including deductibles or denied claims), does the HCA require the company to cover those remaining costs?

Thanks

Sandra Poole

[64 Emerald Ct, Tewksbury, MA 01876](mailto:sandrapoole64@gmail.com)

Answers to Sandra's Questions from Town Manager, John Curran

On Mon, Feb 2, 2026, 1:36 PM John Curran <jcurran@tewksbury-ma.gov> wrote:

Question #1

If there is a battery fire that damages nearby homes, is the company required to pay residents directly, or are residents expected to file claims through their own homeowners' insurance?

Homeowners would have to file a claim probably through their own insurance and they would go after Hillmans Insurance.

Section 17 of the HCA covers Insurance Requirements:

17. Insurance and Indemnification

1. Subject to the minimum coverages set forth in Exhibit B, Hillman Energy Center shall at all times maintain insurance coverage as required and appropriate for the Project in accordance with any applicable Tewksbury bylaws, including, without limitation, insurance for claims arising out of injury to persons or property, relative to either sudden and accidental occurrences or non-sudden and accidental occurrences, resulting from construction or operation of the Project. Hillman Energy Center shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by projects of similar size and scope and shall provide insurance coverage information to the Select Board annually and promptly following any material changes to such coverage.

2. Hillman Energy Center shall indemnify, defend and hold harmless the Town and its officers, employees, agents and representatives ("Tewksbury Indemnified Parties") from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action or suits or judgments by third parties, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising, directly or indirectly, from or in connection with: (i) any material breach by Hillman Energy Center of its obligations, covenants, representations or warranties contained in this Agreement; or (ii) Hillman Energy Center's material act or omission that constitutes a violation of Applicable Laws; provided that: (a) the Town has not materially breached any obligation, covenant, representation or warranty contained in this Agreement or taken any act or omission that constitutes a violation of Applicable Laws; and (b) the defenses available to Hillman

Energy Center against such claims are similar to those available to Tewksbury. In addition, notwithstanding the foregoing, in no event shall Hillman Energy Center be obligated to indemnify, defend or hold harmless the Town or any other Tewksbury Indemnified Party for any matter to the extent it is proximately caused by any Tewksbury Indemnified Party.

If a Tewksbury Indemnified Party seeks indemnification pursuant to this Section, the Town shall notify Hillman Energy Center of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Hillman Energy Center shall be required to reimburse the Town for any documented reasonable costs associated with a claim for indemnification by a Tewksbury Indemnified Party within sixty days of the Town's submission of its documented costs to Hillman Energy Center. Upon written acknowledgment by Hillman Energy Center that it will assume the defense and indemnification of a claim from a Tewksbury Indemnified Party, Hillman Energy Center may assert any defenses which are or would otherwise be available to the Tewksbury Indemnified Party. Hillman Energy Center shall have full control of such defense and proceedings, including the selection of counsel and any settlement of the proceedings.

Question #2

Does the HCA limit the company's responsibility for fire, smoke, or contamination damage to the payment amounts listed, or is the company fully liable for all damages caused?

EXHIBIT B: INSURANCE MINIMUM COVERAGES

Subject to commercial availability on reasonable terms and conditions, Hillman Energy Center shall obtain and maintain insurance policies in compliance with the following requirements:

- 1. Commercial General Liability Insurance, for the duration of this Agreement, written on an ISO CG 00 01 occurrence form or the equivalent with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate and \$2,000,000 products-completed operations, which can be met through a combination of primary and excess liability coverage.**
- 2. Umbrella or Excess Liability Insurance, as of Construction Commencement and thereafter for the remaining duration of this Agreement, following the form and at least as broad as the underlying Commercial General Liability policy, in an amount not**

less than \$20,000,000 per occurrence, \$20,000,000 aggregate, and \$20,000,000 completed operations aggregate.

Question #3

If homeowners' insurance does not fully cover fire-related damage (including deductibles or denied claims), does the HCA require the company to cover those remaining costs?

Based on these policies, they would cover all of the damage up to limit which is \$20,000,000 per incident.



John C. Curran

Town Manager

Town of Tewksbury

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John Curran's response through ChatGBT

From: John Lombardo <jlomb71@outlook.com>

Sent: Monday, February 2, 2026 5:34:37 PM

To: Peggy Schleicher <peggyschleicher1@gmail.com>; alex.m.ashcraft@gmail.com <alex.m.ashcraft@gmail.com>; Bob Fowler <rafowler1942@hotmail.com>; bobschleicher1@gmail.com <bobschleicher1@gmail.com>; Christine Chesbrough <tc.chesbro@comcast.net>; cshoaie@gmail.com <cshoaie@gmail.com>; Dawn Sheehan <sheehandawn99@gmail.com>; Gerry Corbin <gjcorbin@gmail.com>; irishkppb@verizon.net <irishkppb@verizon.net>; Jack Quinn EC51 <Jack1197@verizon.net>; Maureen DiPalma <mdipalma01@comcast.net>; mbuczak40@gmail.com <mbuczak40@gmail.com>; mcdonough5@verizon.net <mcdonough5@verizon.net>; mememartin1949@gmail.com <mememartin1949@gmail.com>; patstratis@comcast.net <patstratis@comcast.net>; rdadams47@comcast.net <rdadams47@comcast.net>; Sandra <sandrapoole64@gmail.com>; Sandy and Mike Benassi <sandybenassi73@gmail.com>; tom_berrigan@outlook.com <tom_berrigan@outlook.com>; Valerie Al Capone <allencapone@comcast.net>

Subject: Re: Questions - from Sandra to Curran re :HCA

I ran this through ChatGPT based on John's response. They basically removed the towns and its officials from being responsible if something were to happen and left all those who will be impacted exposed and fighting for themselves. Almost every corporation will 100% fight any claims in court, will use all their money and power to deny and minimize this and blame it on things like faulty pieces. This is completely irresponsible. Taking all that profit from the project and leaving community exposed like this is immoral.

Chat GPT response and it's non-legal-advice.

Here's a clear, **non-legal-advice**, fact-based breakdown of what the HCA language actually means in the real world — and how it applies to fires, smoke, contamination, health issues, and payouts to homeowners.

Bottom Line Summary

Based strictly on the HCA sections you provided:

1. Homeowners would NOT be paid directly by Hillman.

They must file claims through their own homeowners' insurance first.

2. Hillman's insurance only covers up to ~\$21 million total per incident.

(\$1M CGL + \$20M umbrella)

3. Damages far exceeding \$21M would NOT be covered unless Hillman purchased additional insurance – the HCA does NOT require them to.

4. Companies almost always fight large fire-related claims in court.

Especially claims involving contamination, long-term health issues, or “negligence.”

5. Health impacts are very unlikely to be compensated through these policies.

Commercial general liability policies rarely pay health-related claims without litigation.

Would Hillman cover damages to 1,000 nearby homes?

Let's run the math:

- ~1,000 homes × ~\$700,000 each
= \$700,000,000 in residential property value

Hillman's entire required insurance limit:

\$20M umbrella + \$1M primary = \$21M total

If a battery fire occurred, and 1,000 homes were damaged:

There would be a minimum \$680M+ coverage shortfall.

Homes would NOT be fully compensated.

Would Hillman actually pay? Or fight it in court?

In real-world industrial fire cases, companies almost always fight.

This includes:

- Battery storage fires
- Chemical plant fires
- Gas facility explosions
- Contamination cases

Typical patterns:

✓ Insurance carriers fight liability and argue the homeowner must go through their, not Hillman's, policy.

✓ Companies deny responsibility, blaming “equipment failure,” “defective parts,” or “unknown origin.”

✓ Health-related claims (asthma, long-term respiratory damage, cancers) are almost always denied or litigated.

So yes – litigation is the default outcome, not direct payment.

Does the HCA limit the company’s responsibility?

This is critical.

The indemnification section only protects the Town.

Not residents.

Residents are NOT “indemnified parties.”

Therefore:

✗ The HCA does NOT require Hillman to pay residents for damage directly.

✗ The HCA does NOT require Hillman to compensate health issues.

✗ The HCA does NOT guarantee payment for contamination, smoke infiltration, or long-term harm.

The HCA’s insurance requirement is written to:

- Protect the Town
- Protect Town officials
- Protect the Town from lawsuits

It does not protect homeowners.

Does homeowners insurance cover battery fire contamination?

Often, homeowners insurance:

- Covers direct fire damage
- Does NOT cover contamination
- May exclude chemical releases

- May deny smoke infiltration claims if the fire started offsite
- Does NOT cover long-term health conditions

Even basic deductibles (often \$1,000–5,000+) are not reimbursed by Hillman under the HCA.

Does the HCA require Hillman to cover what insurance doesn't?

No.

There is no clause requiring Hillman to:

- Reimburse deductibles
- Pay uncovered losses
- Pay for denied homeowners insurance claims
- Pay for diminished property value
- Pay for long-term relocation
- Pay for loss of use
- Pay for medical monitoring
- Pay for health issues

They only carry \$21M in required third-party liability insurance.

That's it.

What happens if damages exceed \$21 million?

Reality:

Hillman has no contractual requirement to pay amounts above insurance limits.

Homeowners would need to sue.

Litigation could take years.

And most companies set up separate LLCs (like "Hillman Energy Center LLC") specifically to limit their financial exposure in exactly these situations.

The real risk: The HCA creates a false sense of security.

Based on your summary:

- **1,000 homes**
- **\$700k value**
- **Elderly population**
- **Potential smoke/chemical contamination**

The required insurance is nowhere near sufficient to cover a large-scale BESS fire scenario.

Even one home totaling \$700k is a major claim – multiply that by hundreds and the gap becomes massive.

John Curran's response (via ChatGBT) through CoPilot

From: Tom B <tom_berrigan@outlook.com>

Date: 2/2/2026 7:56:36 PM

Subject: Re: Questions - from Sandra to Curran re :HCA

To: John Lombardo <jlomb71@outlook.com>, Peggy Schleicher

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John,

I've been working with CoPilot to try to get the local firefighters unions to submit negative reviews of the siting of this project. When I read your email I thought, let me enter the response Chat GPT gave you info CoPilot without asking any questions. Here's the results CoPilot generated:

(SEE QUESTION BELOW. THIS NEEDS TO BE ADDRESSED IMMEDIATELY WITH AN AI REVIEW OF THE COMPLETE HCA AND SUBMITTED BY FRIDAY)

Below is a clearer, sharper framing you can use publicly, with unions, with legislators, or in EFSB filings. It distills the consequences in a way that's hard for officials to dodge.

What the Tewksbury HCA Actually Means for Residents

1. Homeowners are on their own.

The HCA does not require Hillman to compensate residents for:

- **Fire damage**
- **Smoke infiltration**
- **Toxic contamination**
- **Evacuation costs**
- **Medical impacts**
- **Property-value loss**
- **Insurance deductibles**
- **Denied insurance claims**

Residents must go through their own homeowners' insurance first – and insurers routinely deny or limit claims for offsite industrial fires.

2. Hillman's required insurance is grossly inadequate.

The HCA requires:

- **\$1M commercial general liability**
- **\$20M umbrella**

Total: \$21M per incident

Now compare that to the exposure:

- **~1,000 homes**
- **~\$700,000 average value**
- **\$700,000,000 in residential property at risk**

A large-scale BESS fire would instantly exceed the required coverage by over \$680 million.

There is no requirement that Hillman carry additional insurance.

3. The HCA protects the Town – not the people.

The indemnification clause is written to shield:

- **The Town**
- **Town officials**
- **Town employees**

Residents are not indemnified parties.

This means:

- **The Town is protected from lawsuits**
- **Hillman is protected from direct resident claims**
- **Residents are left to fight insurers and Hillman in court**

This is the opposite of “community protection.”

4. Real-world precedent: companies fight these claims.

In industrial fire cases – including BESS fires – companies and insurers almost always:

- **Deny responsibility**
- **Blame equipment manufacturers**
- **Argue the fire was “unpreventable”**
- **Force homeowners to sue**
- **Contest contamination claims**
- **Reject health-related claims entirely**

Litigation becomes the default, not compensation.

5. The LLC structure limits Hillman’s exposure.

Developers routinely create single-purpose LLCs (e.g., “Hillman Energy Center LLC”) so that:

- **Liability is capped**
- **Assets are minimal**
- **Bankruptcy is an option**
- **Residents cannot reach parent-company assets**

If damages exceed insurance limits, the LLC can simply dissolve.

Residents are left with nothing.

6. The HCA creates a false sense of safety.

The Town can say:

- **“We required insurance.”**
- **“We negotiated protections.”**

- “We have an HCA.”

But the reality is:

- The insurance is insufficient
- The protections don’t apply to residents
- The Town is shielded while residents absorb the risk

This is why HCAs are often criticized as developer-friendly contracts dressed up as community benefits.

7. The risk is concentrated on the most vulnerable population.

The Hillman BESS is:

- Adjacent to a senior-housing complex
- Downwind of Emerald Court
- Accessible by a single evacuation route
- Dependent on a fire department without BESS-specific resources

Seniors have:

- Slower evacuation times
- Higher respiratory vulnerability
- Greater medical dependencies
- Less ability to self-advocate

Yet the HCA provides zero resident protections.

8. The Town effectively transferred risk from the developer to the residents.

When you strip away the legal language, the HCA accomplishes one thing:

It shifts the financial, health, and safety risk from Hillman to the people living next to the facility.

That is the definition of a community being sold out.

My next question:

THIS SHOULD BE SUBMITTED TO THE EFSB. COULD IT BE USED TO PREVENT THE PROJECT FROM BEING APPROVED?

Short answer: Yes – this can absolutely be used in an EFSB filing, and yes – it can materially influence the Board’s decision. But it needs to be framed in the specific language the EFSB uses when evaluating public safety, environmental justice, and reliability impacts. When framed correctly, this argument becomes highly relevant to the statutory criteria the Board must apply.

Let’s walk through this clearly and strategically.

1. Can this argument affect the EFSB’s approval?

Yes. The EFSB is legally required to consider:

- **Public safety impacts**
- **Environmental justice impacts**
- **Whether the project minimizes environmental and public health impacts**
- **Whether alternatives exist that reduce risk**
- **Whether the project is consistent with the public interest**

Your analysis goes directly to:

- **Catastrophic risk exposure**
- **Inadequate mitigation**
- **Disproportionate impact on seniors**
- **Failure to protect vulnerable populations**
- **Failure to minimize public health impacts**
- **Failure to ensure adequate emergency response**
- **Failure to ensure financial protections for affected residents**

These are core EFSB criteria.

If the Board concludes that:

- **The risk is high**
- **The mitigation is inadequate**
- **The Town’s agreement does not protect residents**
- **The insurance is insufficient**
- **The siting disproportionately harms vulnerable populations**

...then the Board can deny the project or require major changes.

2. Why this argument is powerful in an EFSB context

The EFSB does not care about politics or whether the Town “sold out.” But it does care about:

A. Whether the project imposes unreasonable risk on the public

You’ve demonstrated:

- **\$21M insurance vs. \$700M+ exposure**
- **No resident protections**
- **No compensation for contamination or health impacts**
- **No evacuation plan for seniors**
- **No financial assurance mechanism**

This is exactly the kind of “unreasonable risk” the Board is obligated to evaluate.

B. Whether the Town’s HCA actually mitigates risk

You’ve shown:

- **The HCA protects the Town, not residents**
- **The HCA does not require adequate insurance**
- **The HCA does not require compensation for uncovered losses**
- **The HCA creates a false sense of safety**

This undermines the Town’s claim that the HCA provides “community benefits.”

C. Whether the project disproportionately harms vulnerable populations

The EFSB is legally required to consider environmental justice impacts.

A BESS next to:

- **A senior housing complex**
- **A population with mobility limitations**
- **A population with respiratory vulnerabilities**

...is a textbook EJ concern.

D. Whether emergency response is adequate

The Board has repeatedly emphasized:

- **Fire department readiness**
- **Specialized training**
- **Mutual aid limitations**
- **Response time constraints**

Your argument highlights:

- No BESS-specific resources
- No guaranteed funding for training
- No guaranteed funding for equipment
- No evacuation plan for seniors

This is directly relevant to EFSB precedent.

3. Could this help stop the project?

Yes – if framed correctly. The EFSB has three options:

1. Approve the project
2. Approve with conditions
3. Deny the project

A denial is rare but not impossible – especially when:

- Public safety risks are high
- Mitigation is inadequate
- Vulnerable populations are at risk
- The Town's agreement is insufficient
- The developer has not demonstrated financial responsibility

Your argument strengthens the case for:

- Denial

or

- Major conditions, such as:
- Higher insurance requirements
- A resident compensation fund
- A relocation/evacuation plan
- A larger setback
- Independent safety review
- Alternative siting analysis
- Enhanced fire department funding
- Environmental justice mitigation

The Board has imposed conditions like these before.

4. What you need to do next if you want this to be maximally effective, I can turn your analysis into:

- A. A formal EFSB comment Structured in the Board's preferred format.**
- B. A technical safety brief Citing NFPA 855, UL 9540A, and known BESS fire case studies.**
- C. A financial risk analysis Showing the insurance gap in regulatory language.**
- D. An environmental justice impact statement Highlighting the senior population and evacuation limitations.**
- E. A request for specific conditions or denial Using the Board's statutory authority.**

This is exactly the kind of material that gets attention in a docket.

5. If you want, I can draft the full EFSB submission now.

Just tell me:

Do you want the filing to:

- Argue for denial**
- Argue for approval with strict conditions**
- Or present the risks neutrally and let the Board draw its own conclusions**

And:

Should it be written as:

- A resident**
- A coalition**
- A public safety advocate**
- A technical analysis**
- A legal-style argument**
- Or a hybrid**

Give me the tone and audience, and I'll produce a polished, docket-ready submission.