

Docket: EFSB25-08

Submitter: Gerard Corbin - Limited Participant

Subject: Initial Brief

## Introduction

This brief summarizes why I believe that the proposal to build a Battery Energy Storage System (BESS) in Tewksbury (Docket EFSB25-08) should be denied. My analysis focuses on public health and public safety.

Included topics are:

- Outreach
- Host Community Agreement
- EFSB Representation
- Site Notes
- Emergency Response

References to the Evidentiary Hearing Transcripts are in the following notation: (v: v / p: p / l: l) were:

- v: v refers to the transcript volume
- p: p refers to the transcript page
- l: l refers to the transcript line numbers

## Outreach

### Introduction

Outreach efforts by the Petitioner, Hillman Energy Center, and the Town of Tewksbury regarding this proposal have been very minimal. This has restricted residents' ability to obtain information and participate in an open dialogue about their issues and concerns. This lack of outreach is demonstrated in the following sections.

### Hillman Energy Center

#### Outreach to Residents

The following exchange took place during the February 9, 2026 hearing regarding Hillman Energy Center's outreach to residents. (v: 1 / p: 79 / l: 3-24 & p: 80 / l: 1-23)

Q. [MS. SHARKEY] So Mr. Rynne, if I can point my questions to you, and someone can chime in on the panel if needed with regard to the questions. You provided responses to EFSB-G-6 and EFSB-G-7 with regard to community outreach activities that the company has pursued with regard to the project, so I would like you to provide me with additional information that focuses more on community outreach unrelated to the company's discussions with the Town and to focus on outreach to abutters and other members of the community within Tewksbury regarding in particular the project update that was filed by the company in December and what activities have occurred since the filing of that update.

A. [MR.RYNNE] Are you referring to the updated -- the change in battery manufacturer?

Q. [MS. SHARKEY] That's right. That's what I referred to as the December 4th supplemental filing.

A. [MR. RYNNE] Sure. In regards to the supplemental filing, outreach to adjacent landowners and community members has been relatively minimal, given that the change in battery manufacturer we didn't view as a substantial change to the project -- visual impacts were not going to change. Sound impacts were not going to change. From, you know, adjacent properties the project remains almost entirely the same -- and felt that, given the hearing was ongoing, it was best to wait for the evidentiary hearings. In regards to prior to the change, we had numerous meetings with both community members, the Town, adjacent landowners to discuss the project. That was all reflected in G6 as well as to your question. We did also meet in front of the select board after announcing the battery change, I believe, which was a public hearing in front of the Board of Health. Apologies: not the select board; Board of Health.

Q. [MS. SHARKEY] So is it accurate to say that the outreach activities probably since the December 4th supplemental filing were more directed towards the Town and other boards within the Town?

A. [MR. RYNNE] Yes.

#### **Notes on Mr. Rynne's testimony:**

- **Hillman Energy Center Outreach to the residents of Tewksbury has consisted of:**
  - **A presentation of the proposal at the Select Board meeting on March 4, 2025**
  - **A Open House for residents within a ½ mile, on March 18, 2025**
  - **A presentation at the Board of Health meeting on November 20, 2025**

Also, during the February 9, 2026 hearing, Ms. Sharkey refers to Hillman Energy Center's responses to EFSB-G-6 and EFSB-G-7 regarding outreach (v: 1 / p: 79 / l: 4-17):

- **The EFSB-G-6 response contains the following:**
  - a. Please see above and the Company's response to EFSB-G-7
  - b. Please see above and the Company's response to EFSB-G-7
  - c. Please see attached mailers, the link to the Company's website with information about the Project, and public meetings, etc.
  - d. The Company has appeared before the Tewksbury Select Board and the Board of Health to respond to questions and to educate the public about battery energy storage and the Project. The Company has introduced its nationally-recognized battery storage fire experts to the Tewksbury Fire Department to discuss the drafting of an Emergency Response Plan and system designs required by the Town's first responders.
  - e. Please see above and the Company's response to EFSB-G-7

- **The EFSB-G-7 response contains the following:**

Please see the Company's response to EFSB-G-6.

Subsequent to the meetings that are listed in the Petition at 44 (Table 9-1) and the public hearing conducted by the EFSB on October 9, 2025, the following meetings have taken place as pertains to this Project:

November 17, 2025: Call with Town Manager and town counsel to discuss HCA.

November 19, 2025: Call with Town Manager and fire chief to discuss emergency response plan; and

November 20, 2025: Public informational meeting with the Board of Health.

In terms of mitigation, at the Town's request, we modified the stormwater plan. Other changes include, but are not limited to, a request by Chief Kearns to move the location and radius of access gates and roads.

#### **Notes On Hillman Energy Center's responses:**

- **There is a circular answer where G-6 refers to G-7 which refers to G-6 providing little if any information**
- **The only community outreach that is listed is in section d of EFSB-G-6:**

**"d. The Company has appeared before the Tewksbury Select Board and the Board of Health to respond to questions and to educate the public about battery energy storage and the Project."**

The following exchange took place during the February 10, 2026 hearing regarding Hillman Energy Center's outreach to the various boards and commissions of the town. (v: 2 / p: 191 / l: 18-24 & p: 192 / l: 1-8)

Q. [MR. STROSBURG] Over the arc of this planning and analysis process, can you give a general overview of the involvement of the Tewksbury Fire Department, other local officials, first responders, public sector, and beyond, please.

A. [MR. RYNNE] Yeah. So throughout the entire process so far and moving forward, the Town of Tewksbury planning boards, conservation committees, select board, fire department have all been and will continue to be involved in developing these. A lot of the collaboration has been laid out within the host community agreement that was negotiated with the Town, to ensure future plans and project impacts will be coordinated with the Town and relevant AHJ departments.

**Notes on Mr. Rynne's testimony:**

- **I attended the Conservation Committee meeting on January 7, 2026.**  
**At the conclusion of the meeting, I attempted to raise questions regarding the Hillman Energy Center proposal. The Conservation Committee said that they will not be involved until the permitting process begins**
- **I attended the Planning Board meeting on January 12, 2026.**  
**At the conclusion of the meeting, I attempted to raise questions regarding the Hillman Energy Center proposal. The Planning Board told me that they have nothing to do with this proposal**
- **I also reviewed the meeting notes of the Conservation Committee and the Planning Board from March 4, 2025 on, and the only mention of this proposal was in the October 6, 2025 meeting of the Planning Board where the upcoming EFSB Public Hearing on October 9, 2025 was mentioned**
- **Also, EFSB-G-7 only refers to two meetings with the Town Manager and a request from Chief Kearns in November 2025**

**Given the feedback that I received from the Conservation Commission and the Planning Board, and Mr. Rynne's statement that "the Town of Tewksbury planning boards, conservation committees, select board, fire department have all been and will continue to be involved," I believe it appropriate to ask for a complete list of Hillman Energy Center interactions with any and all Tewksbury boards, and a summary of the discussions from each meeting be included in an update to EFSB-G-7.**

**Board of Health November 20, 2025 Meeting**

The following exchange took place during the February 9, 2026 hearing regarding Hillman Energy Center's appearance at the Board of Health meeting on November 11, 2025,. (v: 1 / p: 79 / l: 20-24 & p: 80 / l: 1-18)

Q. [MS. SHARKEY] That's right. That's what I referred to as the December 4th supplemental filing.

A. [MR. RYNNE] Sure. In regards to the supplemental filing, outreach to adjacent landowners and community members has been relatively minimal, given that the change in battery manufacturer we didn't view as a substantial change to the project -- visual impacts were not going to change. Sound impacts were not going to change. From, you know, adjacent properties the project remains almost entirely the same -- and felt that, given the hearing was ongoing, it was best to wait for the evidentiary hearings. In regards to prior to the change, we had numerous meetings with both community members, the Town, adjacent landowners to discuss the project. That was all reflected in G6 as well as to your question. We did also meet in front of the select board after announcing the battery change, I believe, which was a public hearing in front of the Board of Health. Apologies: not the select board; Board of Health.

**Notes regarding this meeting:**

- **25 questions were asked by the Board of Health to the Hillman Energy Center representatives (Residents could comment but could not directly question the Hillman Energy Center representatives.)**
- **The answer to most of them was "great question - we'll have to get back to you."**

The above sections, "Outreach to Residents" and "Board of Health November 20, 2025 Meeting" prove conclusively that Hillman Energy Center has had very minimal outreach to the community.

# Town of Tewksbury

The Town of Tewksbury has also had very minimal outreach with the residents.


They have held two public outreach meetings with residents:

- Board of Health meeting on November 20, 2025
- Joint Select Board / Board of Health meeting on January 28, 2026 to review the Host Community Agreement  
**(Note: no Select Board only meetings)**

During the November 20, 2025 Board of Health meeting the following slide was presented by the Town Manager:

## What is the Permit Process for a Battery Energy Storage System?

### *What is the Town's Role?*



The Town will continue to solicit input from:

- Fire Department – Safety
- Police Department – Safety
- Engineering – Stormwater
- Board of Health Department – Health, Noise
- Public Comments and Concerns

Consultants:

Fire Safety, Legal, Property Assessors, Noise

**I feel it is appropriate to have the Town and/or Hillman Energy Center:**

- **Describe the discussions with the Fire Department, Police Department, Engineering, and Board of Health**
- **Describe how you collected Public Comments and Concerns and how you responded to them**
- **List the Consultants that were hired, when they were hired, and their areas of expertise.**

**Notes on the above:**

- **At the Board of Health meeting on November 20, 2025, the Town Manager's only involvement was making a presentation**
- **Residents have appeared at numerous Select Board meetings raising issues and concerns. The Select Board has not responded to any of them**
- **The draft Host Community Agreement was not made available on the town's website for review by residents until just hours before the meeting, limiting our ability to review it and identify questions, issues, and concerns**

The above proves conclusively that the Town of Tewksbury has had minimal outreach to the community.

**In this Outreach section, I have shown that both Hillman Energy Center and the Town of Tewksbury have had very minimal interactions with the town's residents on this proposal. I**

**believe that by not listening to the residents' questions, concerns, and feedback, they have jeopardized our public health and public safety.**

# Host Community Agreement

## Introduction

At the February 24, 2026 Evidentiary Hearing, Mr. Curran, Tewksbury Town Manager stated (v: 8 / p:11 / l: 2-10):

“The purpose of my testimony is to discuss the planning and negotiation process that transpired with Hillman Energy Center and the Town's potential concerns about the project, including, but not limited to, ensuring the highest level of public safety is obtained through this process. And the host community agreement is the tool or the vehicle that we used to try to protect the town. And that's the purpose of my testimony.

I review the following topics regarding the Host Community Agreement (HCA) that was entered into evidence by Mr. Curran on behalf of the Town of Tewksbury:

- Traffic Impact
- Permitting and Inspections
- Property Value Protection
- Incident Command Post
- Protection for the Town

to show how the HCA has many deficiencies that were raised during the hearing and subsequent Record Request responses.

**The town has focused too heavily on the Host Community Agreement (HCA), which has detracted it from hiring subject matter experts to properly evaluate the proposal's technical and safety aspects, consequently neglecting the critical public health and safety implications of the project.**

**Other concerns and issues regarding the HCA are in Appendix A: Other HCA Issues**

## Traffic Impact

The town, and as a consequence the HCA, do not address the impact of this project on the roads around the Hillman Energy Center proposal.

This is demonstrated in the town's response to RR-EFSB-15, requested during the hearing on February 24, 2026 (v: 8 / p: 1200 / l: 9-11.) The response includes a reference to Section 11C(Traffic Impacts) in the HCA:

“Hillman Energy Center shall, promptly following COD (but in no event later than six (6) months following COD), repair any damage to **Hillman Street, Clinton Street, Court Street, and Washington Street** in Tewksbury caused by construction of the Project as may reasonably be determined by the Tewksbury Highway Superintendent.”

**Noticeably missing is the inclusion of Old Boston Road.** As shown in my Comments submitted to the EFSB, and by email to the Select Board, Town Manager, Board of Health, and Mr. Bernstein on the same day on December 18, 2025 and on February 23, 2026, **you cannot access Hillman Street, Clinton Street, Court Street, or Washington Street without traversing Old Boston Road.**



## Permitting and Inspection Fees

There is a major inconsistency in the HCA regarding permitting fees.

During the February 24, 2026 hearing, Mr Nicholas stated (v: 8 / p: 1084 / l: 11-24 & p: 1085 / l: 1) while explaining the contents of the appendix that he helped to create:

"No. 2 I felt was relevant because payment of all permitting and inspection fees in effect at the time of the application for each – and then I added "including AHJ witness testing of critical life safety systems prior to hot commissioning of the batteries," because sometimes that is not understood as part of what is required to be covered by an applicant.

In my jurisdiction we had to come up with some creative ways of being compensated for the days and days that we were out at the site doing these witness tests. So I felt it was worth pointing out that these were required permit and inspection fees that would also need to be considered."

The exact text on No.2 in the Appendix of the HCA is:

2. Hillman Energy Center shall be responsible for the payment of all permitting and inspection fees in effect at the time of application for each. (Including AHJ Witness testing of Critical Life Safety Systems prior to Hot Commissioning of the batteries)

**Note that this directly contradicts the contents of "EXHIBIT E: LIST OF AGREED FEES FOR CERTAIN REQUIRED LOCAL PERMITS" which states:**

**[LIST OF PERMITS AND ASSOCIATED FEES TO BE DISCUSSED AND FINALIZED - WITHALL MINISTERIAL PERMITS REQUIRED FOR CONSTRUCTION AND OPERATION OF THE PROJECT TO BE COVERED AND FOR THE AGGREGATE PERMIT FEES TO NOT EXCEED A TOTAL OF \$1,350,000] (my highlighting.)**

When the town was asked "What would the Permit Fees be if the HCA Agreement was not in place (i.e. is the \$1,350,000 what would be incurred without HCA)?

The response was "This cannot be determined yet because we do not know the value of the project. Permit fees are (sic) based on construction value. **It can be assumed that it would be much higher than \$1.35 Million.**"

**This is another example of the inconsistencies in the HCA much like the discussion on No 1 in the appendix (v: 8 / p: 1050 / l: 14-24 & p: 1051 / l: 1-9) regarding the number of modules in the proposal.**

## Property Value Protection

Much was made by the Town Manager about the property value protection item in the HCA. The following will show that its value is minimal.

The following exchange took place during the February 24, 2026 hearing.

(v: 8 / p: 1131 / l: 4-21)

Q. [MR. SENIE] Thank you. If we turn to Page 4 of your testimony, Line 13: "We wanted to mitigate health and safety impacts but also wanted to address residents' concerns by providing some added property-value protection beyond that existing in the common law." Are you referring here to the provision in the host community agreement that allows some of designated property owners to apply for up to \$25,000 in loss-of-property payments -- loss-of-property-value payments?

A. [MR. CURRAN] Yes.

Q. [MR. SENIE] Did you differentiate in any way based on distance from the facility?

A. [MR. CURRAN] Yes. It's 650 feet, I believe, from the facility. And so that captures a portion of Emerald Court, but it does not capture the whole of Emerald Court.

### Notes on the Property Value Protection:

- **Only 27 residences are covered by this proposal (HCA EXHIBIT C: LIST OF ABUTTING HOMEOWNERS)**
- **The process is controlled by Hillman:**
  - **They**, with consultation with the town, **select 3 appraisers**
  - **The homeowner must use one of their selected appraisers and pay ½ of the appraisal cost upfront**
  - **If** the appraiser's findings confirm that **the homeowner has experienced an economic loss** due to a material reduction in the value of their home **directly attributable to the Project**, then Hillman Energy Center refund the homeowner's cost of the appraisal and to compensate the homeowner in the amount of the diminution in property value, up to an aggregate maximum payment of twenty-five thousand dollars (\$25,000)
  - Prior to any such payment, any homeowner eligible for reimbursement shall provide in writing to Hillman Energy Center **such reasonable financial and other identifying information as Hillman Energy Center may request**
- **\$25,000 is minimal compensation:**
  - Emerald Court units covered by the HCA are currently selling for \$600,000+ \$25,000 represents about 4% of their selling price
  - What does "reasonable financial and other identifying information" mean and why would it be required?
  - A recent Comment posted to the Docket by Joanne McPartlin on February 2, 2026 describes the impact the proposal has on a unit that she is trying to sell that is **NOT** covered by the HCA. She states:

“ I have lost 3 potential buyers due to the fact that the battery facility was going to be behind the Emerald Court property. I have lowered the price 30,000 dollars from the worth of these condos. They usually go for 470,00, when I am asking 445,000. I have updated the condo and offered money to replace carpeting. I cannot get an offer as many of the potential buyers have changed their mind once they hear about the battery facility. I have proof of this thru(sic) my realtor.”

## Incident Command Post

### **The HCA, Appendix item 11, has provisions for an Incident Command Post (ICP):**

11. A First Responder's Station or Incident Command Post (ICP) will be required near the main entrance and spaced a minimum of 100' from the nearest BESS enclosure. The ICP should be located upwind of the BESS yard, and the fire access to the site should be upwind as well. The ICP will serve as the muster point and contain a fire alarm annunciator panel to provide necessary incident data to first responders at site. If a fire water tank is included in the site layout, it should be collocated with the fire alarm annunciator at the ICP. The fire alarm will need to be monitored at a UL Listed Central Station per NFPA 72. If there is a secondary entrance to the site then an annunciator shall be placed their(sic) for first responder convenience.

### **Notes:**

- **The command post has not been shown of any site plans**
- **Will the requirement that “If a fire water tank is included in the site layout, it should be collocated with the fire alarm annunciator at the ICP.” impact the site design?**

**Record Request EFSB-4 should be updated to include the locations of the ICP, the backup ICP, and the water tower.**

## Protection for the Town

There are numerous sections in the HCA that put the town at risk. The following sections will highlight those areas.

### Financial Concerns

- Four line items on “Exhibit D: Schedule of Payments” have payments over a period of time:
  - Technical Review - one time initial and variable subsequent
  - Public Safety Training - annual
  - Fire Suppression Materials - annual
  - Stormwater Enhancement - annual
- There is no provision for arbitrating any contested charges (v: 8 / p: 1209 / l: 24-24 & p: 1210 / L: 1-3 )
- The Decommissioning Bond was raised (v: 8 / p: 1222 / l: 6-20, p: 1227 / l: 8-24 & p: 1228 / l: 1-2 ):
  - The maximum value of the Bond is \$6 million
  - There appears to be a misunderstanding as to the purpose of the Bond (v: 8 / p: 1227 / l: 8-24 & p: 1228 / l: 1-2 ):
    - The bond is there to provide funds to the town to decommission the property should the owner at the time of decommissioning walk away, declare bankruptcy, or otherwise not pay for the decommissioning
    - The highlighted words from (v: 8 / p: 1227 / l: 16-21) **“It's just important to realize that the bond just gives the Town some financial guarantee that the company's going to have the financial wherewithal to decommission the project, because it very well could end up being over \$6 million at the end of the day. They still have to decommission it.”** are inaccurate
  - The project cost, started at the hearings is \$125 million (v: 1 / p: 68 / l: 5-6):
    - \$6 million is less than 5% of the cost of the project

- Under a revision to the Tewksbury Zoning Bylaw in May, 2025, the Planning Board can require the bond to be up to 125% of the estimated cost of removal and compliance (Note that this does not apply to this proposal as the revision is not retroactive.)
  - Given the revision to the Zoning Bylaw, it would appear that a \$6 million bond would be inadequate
- Other benefits to Hillman:
  - The Community Preservation Funds rate of 1.0% vs, the current rate for residences and businesses of 1.5%
  - Negotiate tax payments via the Payment in Lieu of Taxes (PILOT) agreement

#### Notes:

- **Only “Public Safety Training” of the four payments that will extend beyond the first year of the project’s life has the note “[Escalation factor to be added]” the other three items do not have escalation clauses to account for inflation etc.**
- **The lack of an arbitration clause puts payments at risk**
- **The Decommission Bond limit of \$6 million, is inadequate**
- **Hillman Energy Center will pay a reduced Community Preservation Fee**
- **Hillman Energy Center will likely receive a favorable tax agreement through a Payment in Lieu of Taxes (PILOT) agreement**

#### Site Concerns

- There are four areas where Hillman Energy Center is not required to implement changes proposed by the town:
  - Design changes to the project and site plan (v: 8 / p: 1160 / l: 4-22)
  - Additional Conservation Commission requirements (v: 8 / p: 1162 / l: 20-24 & p: 1163 / l: 1-4)
  - Fire, Health, and Safety requirements (v: 8 / p: 1169 / l: 23-24 & p: 1170 / l: 1-8)
  - Fire Suppression and Stormwater Management (v: 8 / p: 1171 / l: 15-24 & p: 1172 / l: 1-4)

#### Note:

- **The above grant Hillman Energy Center the power to override town requirements including public health and safety requirements**

#### Other HCA Concerns

- Relationship with Hillman:
  - Mr. Currant stated: “So in my opinion, there aren't anything that we would ask for that they would deny,” (v: 8 / p: 1172 / l: 4-11)
  - Regarding denying invoice costs:
    - Q. [MR. STROSBERG:] Can the company deny invoice costs? When you invoice them, can they say, "Nah, I don't think we're going to pay that"?
    - A. [MR. CURRAN] I don't foresee that being an issue.

**The Host Community Agreement (HCA) currently relies too heavily on the existing relationship with Hillman Energy Center. Given that East Point Energy LLC has a history of selling its properties, this site may be transferred to new ownership in the future. Therefore, the HCA must be revised to strengthen protections for the town, making them less dependent on the current owner and more resilient under potential new ownership.**

## Summary on Protection for the Town

The preceding sections clearly indicate that several line items within the proposed Host Community Agreement (HCA) are detrimental to the town's interests, particularly concerning public health and public safety.

# EFSB Representation

I believe that the Town has not presented the best interests of its residents through the EFSB process. On February 10, 2026, I sent a letter to the EFSB summarizing my concerns regarding the Town's involvement with the Hillman Energy Center proposal. Below is an extract from that letter.

## **Subject: EFSB25-08 - Letter to the EFSB Regarding Evidentiary Hearing Phase Community Involvement Concerns**

Good morning Ms. Sharkey, Mr. Greene, Ms. Foster Evans, Esq., Mr. Wang, Mr. Reilly, Mr. Strosberg, and Mr. Mengesha,

As Docket EFSB25-08 enters the Evidentiary Hearing phase, I am writing to provide critical context regarding the level of community involvement and the actions of town leadership during this review process. It appears that the Select Board and Town Manager have consistently approached the Hillman LLC proposal as a "done deal."

I must respectfully challenge the perception that the outcome is predetermined. The rigorous EFSB review process is specifically designed to prevent automatic approvals. I trust in the integrity of this process, which requires balancing broad statewide objectives, such as the MA Clean Energy Agenda, with the EFSB's core mandate: to assess the **"compatibility of the facility with considerations of environmental protection, public health and public safety,"** to ensure a fair and moral decision.

Since the Hillman LLC presentation to the Tewksbury Select Board on March 4, 2025, communications from town management have repeatedly reinforced the idea of a predetermined approval. This perception has significantly influenced the subsequent decisions and lack of action by town leadership, raising the following serious concerns about community engagement and procedural fairness:

- **Absence of Open Dialogue:** The Select Board has not hosted a single meeting to facilitate a free and substantive exchange of information among the Select Board, the Town Manager, and town citizens. Citizens have been limited to public statements without receiving substantive responses from leadership.
- **Exclusive Focus on Financial Agreements:** The Select Board and Town Manager prioritized negotiating the Host Community Agreement (HCA) and a Payment-in-Lieu-of-Taxes (PILOT) agreement. Concerns over the absence of Expert Witnesses were dismissed, with officials claiming that retaining such experts would obstruct HCA negotiations and create an unnecessarily "confrontational" relationship with Hillman LLC.
- **Perceived Pre-Judgment and Prioritization:** The Select Board repeatedly suggested the final decision was "out of their hands," making the HCA and PILOT agreements their sole focus.
- **Delayed Expert Retention:** The Select Board did not identify its sole Expert Witness until mid-December.
- **Suppression of Independent Review:** The Select Board and Town Manager refused the Board of Health's request to hire independent legal representation and expert witnesses. The rationale provided was that independent positions might contradict the official Select Board/Town Manager stance and negatively impact the HCA and PILOT negotiations.
- **Town's Expert Witness Testimony Focus:** The Town's own Expert Witness testimony indicated a primary focus on the financial agreements: "I am testifying on behalf of the Town of Tewksbury (the "Town") and have been assisting the Town in establishing data-backed, enforceable conditions for this project, particularly through the Host Community Agreement..."
- **Public Records Request Delays:** Public record requests were made months ago and have not yet been fulfilled.
- **Town Manager's Stance on Opposition:**

- ***In a presentation to the Board of Health on November 20, 2025:*** “Taking a purely adversarial position on this project will deny the Town the opportunity to incorporate safety conditions through this process.”
- ***In response to a resident’s HCA question, the Town Manager stated:*** “Taking a position against the project will prevent the Town from getting as many safeguards in place if the project is approved.”
- **Procedural Failures:** The late submittals to the EFSB.

**Evidentiary Hearing notes supporting the above:**

- Mr. Bernstein:
  - Is listed in appearance on only 6 on the 10 hearing days
  - He didn’t ask any cross examination questions to either the Hillman Energy Center team or the intervenors
  - His only direct involvement was on February 24 where he presented the town’s witnesses, performing direct examination and redirect examination
- Mr. Nicholas:
  - Described his role as: “...commissioned by the Town to help establish a data-backed and enforceable condition -- set of conditions for the project, particularly through the host community agreement, with the objective being to ensure that any approved project meets the highest safety standards for BESS critical safety systems, emergency access, thermal runaway mitigation, and thereby protecting the community’s interest and the safety of first responder. (v: 8 / p: 1004 / l: 20-24 & p: 1005 / l: 1-5)
    - Notes:
      - Focus on HCA
      - No independent evaluation of the actual proposal
  - Had not reviewed the draft Hazard Mitigation Analysis (v: 8 / p: 1008 / l: 10-12)
  - Had not reviewed the draft Emergency Response Plan (v: 8 / p: 1008 / l: 13-15)
  - Had read the dispersion model report from the intervenors, but not the report done for the partitioner. (v: 8 / p: 108 / l: 16-22)
  - Had not reviewed the Lithium safety data sheet (v: 8 / p: 1011 / l: 6-8)
  - Had not reviewed the proposed BESS installation (v: 8 / p: 1013 / l: 22-24)
  - Had not reviewed the site plan (v: 8 / p: 1037 / l: 22-24) (v: 8 / p: 1076 / l: 24 & p: 1077 / l: 1-4)
- Mr. Curran:
  - Focused exclusively on NFPA 855 2026 version and the Host Community Agreement
  - Testified that Hiller Companies “primarily focused around making sure that all the elements of the NFPA 855 standards, 2026, were incorporated in there (i.e the HCA)” (v: 8 / p:1142 / l: 21-23)

The Town of Tewksbury has neglected its obligation to assess the public health and safety implications of the Hillman Energy Center proposal for its residents. Evidence, including the letter to the EFSB and hearing transcripts, confirms this oversight. Instead of independently evaluating the project by hiring expert witnesses, the Town has concentrated solely on negotiating the Host Community Agreement (HCA). Furthermore, as detailed in the HCA section, certain provisions within the agreement do not serve the best interests of the town or its residents.

# Site Notes

The site of the Hillman Energy Center proposal has numerous public health and safety issues. I will highlight the following: operating range, location, testimony of expert witnesses regarding the suitability of this location.

## Operating Range

The Hithium Battery systems have a stated operating range of -4°F to 131°F. This operating range was the subject of discussion during the evidentiary hearings. I believe the expert witness of Hillman Energy Center made statements in the discussions that exceed his qualifications. If these statements are accepted without scrutiny, I believe there could be a significant risk to public health and safety.

The following exchange took place during the February 9, 2026 hearing.

(v: 1 / p: 92 / l: 15-25, p:93 / l: 24 , p:94 / l: 1-5)

Q. [MR. REILLY] Moving on to Mr. Rynne: Regarding the temperature and safe operating range, Mr. Rynne, you had alluded to this a little earlier. Refer to the company's response at EFSB-S-62. It states, "If such temperature conditions were to occur again, expected impact would be operational rather than a public -- a health or public safety hazard, with the system transitioning to a safe state until conditions return within the operating envelope." **The question is, what is a safe state, and how would the system transition to it?**

A. [MR. MORRIS] In regards to that response, the temperature parameters provided by the company refer to the guaranteed level of operation for the battery system itself. **The safe state I believe in that response refers to back within the operating range that would provide their guaranteed performance, which, while including safety items, also includes charging, discharging, the functionality that could be decreased with temperatures that fall outside of that range for periods.**

Q. [MR. REILLY] Okay, great. Thank you. And is that the range that was quoted, the negative 4 degrees Fahrenheit to 131 degrees Fahrenheit? Is that what we're referring to right now?

A. [MR. MORRIS] That's the published documentation from the manufacturer to guarantee their operations.

Q. [MR. REILLY] What happens if -- you know, we just had a real cold snap here. What happens if we get 10 below zero for a day, we have a polar vortex? They seem to be happening more frequently in the last ten years. **What happens if it's less than 4 degrees Fahrenheit for an extended period of time?**

A. [MR. MORRIS] **Much like my car took an extra second to start this morning, batteries are sometimes impaired by ambient temperature. And while their performance can slightly decline, it doesn't represent a safety hazard.**

### Notes on Mr. Morris' testimony:

- **Mr. Morris compares a car battery, which typically has 6 cells, to a large battery storage container consisting of 4,992 cells (v: 4 / p: 436 / l: 15), a liquid cooling system, large storage container, many interconnections, etc.**
- **He presents NO data from Hithium to justify his claim that the only impact of running outside of the recommended operating range is battery performance "can slightly decline."**
- **The battery storage container includes, at a minimum:**
  - **Chemical components (battery cells, etc.)**
  - **Liquids (cooling system)**
  - **Tubes, vales, pumps, diffusers, etc. (to support the liquid cooling system)**
  - **Fans**
  - **Detectors / Sensors**
  - **Cables**
  - **Printed circuit boards**
  - **Door panels with gaskets**
  - **Etc.**

- Any of the above will have their own operating range
  - For example:
    - The viscosity of the cooling fluid
    - The brittleness of tubing under certain temperatures
    - The impact of gaskets potentially comprising the integrity of the system
    - etc.
- Operating ranges are developed by engineering staff for a reason

I believe that Mr. Morris' comment requires further investigation. At the very least, Hithium should be contacted and asked the following:

- How was the operating range determined?
- Are their components of the battery storage unit that are more susceptible to the cold?
- What is their recommended course of action should the temperature drop below the operating range?
- What testing has been conducted on this unit below the operating range?  
If yes, what were the results?  
If no, why not?
- Were any independent tests conducted with the unit running below operating range?  
If yes, what were their results

It should be noted that during cross examination on February 15, 2026, Mr. Morris had to correct his previous testimonies on three topics where he had made assumptions:

- (v: 9 / p: 1285 / l: 11-14) - Proprietary Data Assumption
- (v: 9 / p: 1287 / l: 11-13) - Regarding Heat Release Rate
- (v: 9 / p: 1289 / l: 24 & p: 1290 / l: 1-3: ) - Vent Flow

I speculate that if challenged on his car battery analogy, Mr. Morris would have to recant that testimony as well.

## Location

### Proposed Location

#### Population Density

While the proposed site is classified as industrial, it is very close to residential areas. I believe that a BESS this close to a large residential area jeopardized public health and public safety.

The location is described in the hearings (v: v1/ p: 66 / l: 20-24 & p:67 / l: 1-10):

“In terms of residences, there are no residences within 1,000 feet of Candidate Site 3, and we can find that in the answer to EFSB-SS-8. Here, with the project site, there's one home within about 80 feet, there are 14 single-family homes within 1,000 feet, there's a 470-unit multi-family housing project, including an assisted living facility, that begins about 650 feet away, and a pretty good portion of that is within the 1,000 feet. My clients own the home that is 80 feet away. Their tenant, William Martell, went to the Board of Health and select board meeting on February 28th and asked for protection. **He is concerned about his safety**”

**Another factor is that within a ½ mile of the facility, the population density is 7,937/sq. mile. (Appendix B - Population Density Calculation has the details on the population density calculations.)**

## Notes about location:

- **Safety Concerns and Emergency Logistics:**

The proposed site presents significant safety challenges due to its proximity to vulnerable populations and inadequate emergency logistics.

- **Proximity to Vulnerable Populations:**

The site is as close as 50 feet from residential areas, including the Emerald Court 55+ community (300+ residents) and the Bayberry assisted living facility. Additionally, it is near a preschool and five schools, collectively hosting over 3,000 students.

- **Emergency Logistical Bottleneck:**

Critical infrastructure is insufficient for an emergency. The Emerald Court community relies on a single 24-foot-wide access road. This road would be blocked by emergency vehicles and fire hoses, rendering a mass evacuation logistically "impossible" and risking dangerous gridlock on Route 38 / Old Boston Road.

- **The "Island" Evacuation Challenge:**

Analysis indicates the site is situated in a de facto "island," with all vehicular access channeled through Old Boston Road. With approximately 538 residential units and only four limited exit points to Main Street, any mass evacuation is highly likely to result in dangerous gridlock.

## Vulnerable Populations

This location is also surrounded by many vulnerable populations. The vulnerable consist of children and elderly.

The following are all within 0.8 miles of the proposed BESS.

### Day Care Centers:

- Green Meadows Country Day School - 64 students
- Main Street Learning Academy - 24 students
- BrightPath Tewksbury (opening 2026) - TBD

### Elementary Schools:

- Center Elementary School - ~767 students / 78 staff
- John F Ryan Elementary School - ~500 students / 73 staff

### Senior Housing:

- Emerald Court - 180 units
- Carnation Drive - 80 units

### Adult Care Centers:

- Bayberry - 94 units (73 Traditional / 21 Special Care)
- Blair House - 131 units (Assisted Living / Nursing Home / Memory Care)

**Final note on the response to RR-DS-1 Record request. I personally find the response inadequate; simply a picture with no backup data.**

## Alternate Location

**I believe the record request response to RR-EFSB-6 to be inadequate.** While it does mention potential additional costs, it neglects to identify potential cost savings. For example, this location is unlikely to require 30 foot and 24 foot sound barriers.

I believe Candidate Site 3 poses less risk to residents, and would likely face less resistance.

# Expert Recommendations

Expert Witnesses were asked their opinion on the suitability of this site. The three responses are listed below. In all three cases, the answer was the same: this is not a suitable location. I will also highlight Mr. Curran's testimony on the suitability of the location.

## Expert Witness' Testimony

Three expert witnesses testified that the site was not suitable for the proposed BESS.

The following exchange took place during the February 17, 2026 hearing.

(v: 5 / p: 551 / l: 22-24 & p: 552 / l: 1-10)

Q. [MR. SENIE] Thank you, Dr. Melham. Last question: In your opinion, after preparing your prefiled testimony, is the site at which this proposed BESS facility is to be installed a safe site?

A. [MR. MELHAM] Based on my more than 35 years of experience of doing facility siting projects for all kinds of facilities, you know, all the way from LNG facilities to chemical facilities to petrochemical facilities to pipelines, what have you, based on the information that we have received to date and based on our analysis, this does not -- this does not appear to be a very good site, and **I don't recommend that you should site it there.**

The following exchange took place during the February 17, 2026 hearing.

(v: 6 / p: 809 / l: 10-24 & p: 810 / l: 1)

Q. [MR. SENIE] There's a home -- I think in the record it indicates 84 feet to the east. That's 84 feet measured from the home to the closest BESS container. The property's actually only 40 feet from the property line. Would you consider a home in this location to be within a danger zone?

A. [MR. CLOSE] Based on the toxics and dispersion and what we know now at its design stage, I would say yes, it's at a -- **it's at a risk zone**, yeah. Dave?

A. [MR. BLAKE] **I would concur.** Based on the data that has been provided so far, it would be in a hazardous -- hazardous potential -- potentially hazardous zone, and is at a higher risk than if the facility were not there.

## Mr. Curran's Testimony

There is a lengthy exchange starting at (v: 8 / p: 1136 / l: 6-11) between Mr. Senie and Mr. Curran regarding Mr. Curran's statement that "We reviewed literature, met with State and industry experts, and hired a consulting team at the Hiller Companies to help us determine if the proposed project could be safely constructed in Tewksbury from safety, environmental, and health perspectives. The answer we received was yes."

### Note on Mr. Curran's Testimony:

- **Mr. Curran was not able to provide documented confirmation of this statement**
- **Also, from notes from the EFSB Representation section, that the town's expert witnesses from the Hiller Companies:**
  - **Had not** reviewed the draft Hazard Mitigation Analysis (v: 8 / p: 1008 / l: 10-12)
  - **Had not** reviewed the draft Emergency Response Plan (v: 8 / p: 1008 / l: 13-15)
  - **Had** read the dispersion model report from the intervenors, but **not** the report done for the partitioner. (v: 8 / p: 108 / l: 16-22)
  - **Had not** reviewed the Hithium safety data sheet (v: 8 / p: 1011 / 6-8)
  - **Had not** reviewed the proposed BESS installation (v: 8 / p: 1013 / l: 22-24)
  - **Had not** reviewed the site plan (v: 8 / p: 1037 / l: 22-24) (v: 8 / p: 1076 / l: 24 & p: 1077 / l: 1-4)

The site presents numerous problems.

- First, we have recently experienced several days where the temperature fell below the stated operating range. Accepting an unsubstantiated opinion on this is extremely dangerous

- Second, the location is too close to residential areas
- Third, three expert witnesses who deemed this an unsuitable site  
(I dismiss Mr. Curran's statement unless documentation can be provided)

For the above reasons, locating a Battery Energy Storage System (BESS) near a densely populated area unquestionably jeopardizes public health and public safety.

## Emergency Response

I find the proposed Emergency Response plan to have critical deficiencies. Specifically, the hearings failed to address emergency response protocols during the construction phase. Furthermore, the emergency response process that was discussed for the operational phase appears to be lacking in several critical areas. Weak Emergency Response Plans affect the health and safety of the public.

## Construction Phase

Despite the construction phase being identified as the period of highest risk, emergency response procedures specific to this phase were not addressed.

The following exchange took place during the February 9, 2026 hearing.  
(v: 1 / p: 41 / l: 5-24 & p: 42 / l: 1-16 )

Q. [MR. REILLY] Thank you. Next we turn to failure risk during construction. If you'd refer to the company's response to EFSB-S-39. **The statement made in that is that EPRI's root cause analysis makes clear that the most common causes of BESS failures are not cellular module defects but rather errors in integration, assembly, construction, and controls.** The question is: What strategies are proposed by the company to reduce failure risk due to construction?

A. [MR. RYNNE] We work with qualified third parties that build and -- build and design these sites for construction. We have a large construction safety division within our company and take safety incredibly seriously. There would be a construction management plan developed and submitted to the Town prior to construction beginning that would address the specifics of that. But during our construction of projects previously we've never experienced any sort of safety issues during construction.

Q. [MR. REILLY] I see. During shift construction and testing there's, of course, the concept of the shakedown crews. Can you describe how once constructed you test your facilities to ensure safety and appropriate operating parameters?

A. [MR. RYNNE] Yeah, there's a number of checklists that the project has to go through prior to commencing full commercial operation. This includes testing with the battery manufacturers, the inverters. We have internal checklists to make sure that everything is operating normally, as well as checklists with the Independent System Operator and the utilities to make sure that all of the batteries, inverters, and other equipment are

The following was stated during the February 10, 2026 hearing.  
(v: 2 / p: 192 / l: 9-18)

Q. [MR. STROSBERG:] Thank you. One moment, please. I'd now like to pivot to the company's response to EFSB-S-39, and the topic is standards and safety thresholds. I'm going to read through a bit of it. The quote is as follows: **"EPRI's root cause analysis makes clear that the most common causes of BESS failures are not cell or module defects but rather errors in integration, assembly, construction, or controls."**

The following exchange took place during the February 10, 2026 hearing.  
(v: 2 / p: 186 / l: 20-24 & p: 187 / l: 1-4)

Q. [MR. STROSBURG] When do you expect the emergency response plan to be complete?

A. [MR. MORRIS] **Our emergency response plans stay in draft form until final walk-through and training with the fire department of the physical site**, and to allow for that fire-department-and-authority- having-jurisdiction collaborative process closer to commissioning.

The following exchange took place during the February 10, 2026 hearing.

(v: 9 / p: 1259 / l: 1-24 & p: 1260 / l: 1-15)

Q. [MR. STROSBURG] Okay. Please describe the timeline for complying with NFPA 855 2026 -- that is, the chronological and logistical sequence for meeting NFPA 855 obligations and how it should align with the sequence of progression from 30 percent project design to 100 percent project design. Please also speak to how the development of the HMA and ERP should fit into this.

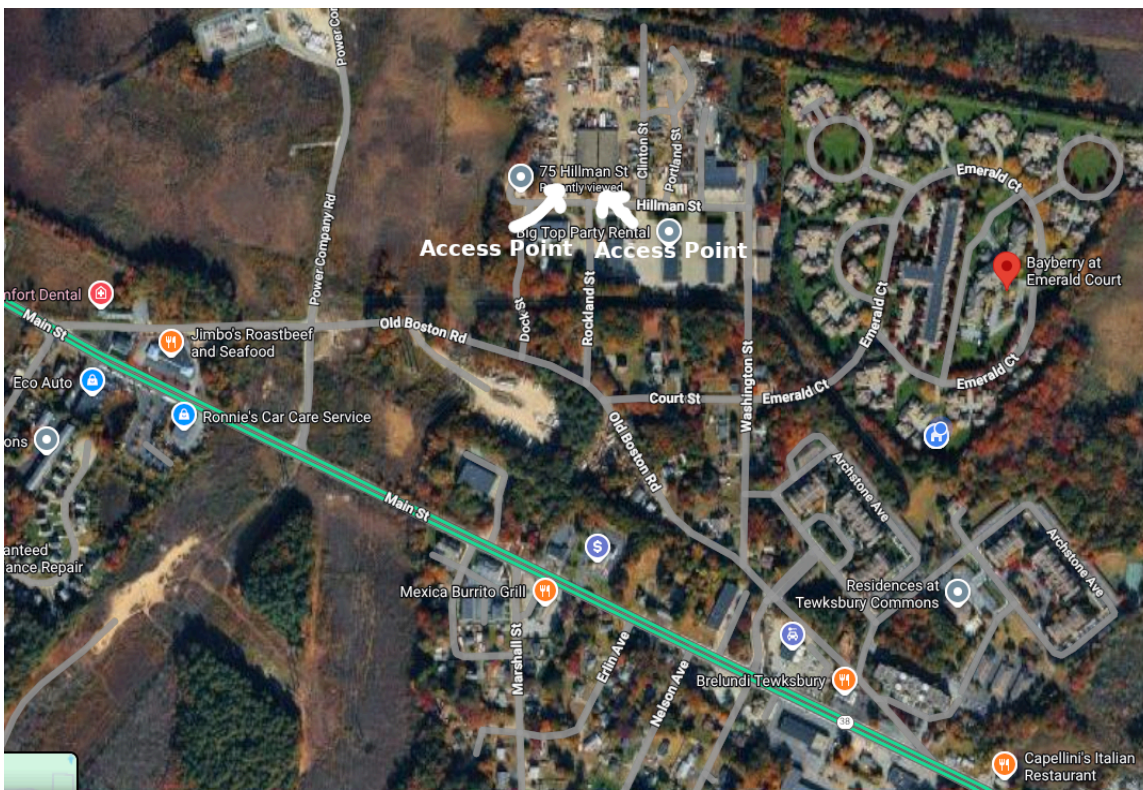
A. [MR. MORRIS] Sure. In NFPA 855, obviously it's a comprehensive document. It covers everything from the creation of documents down to the final commissioning and acceptance testing of systems. Throughout 855 many of the items have specific benchmarks or timelines that are written into the code. As an example, NFPA 855 requires that even during construction the construction personnel and anyone on site be aware of certain emergency operations, plans. It specifically says that is required before the BESS units even arrive on site for construction. So I'm just using that as an example where 855 explicitly spells out a timeline which the company would meet. **Additionally, as an example, the emergency response plan is required in the 2026 edition of NFPA 855 to be completed prior to the training of the fire department and walk-through of the site.**

**Given the statements that “the most common causes of BESS failures are not cell or module defects but rather errors in integration, assembly, construction, or controls,” it would appear that the Emergency Response Plan should be completed prior to construction commencing. How else is the fire department going to know how to respond should an incident occur during construction?**

## Operations Phase

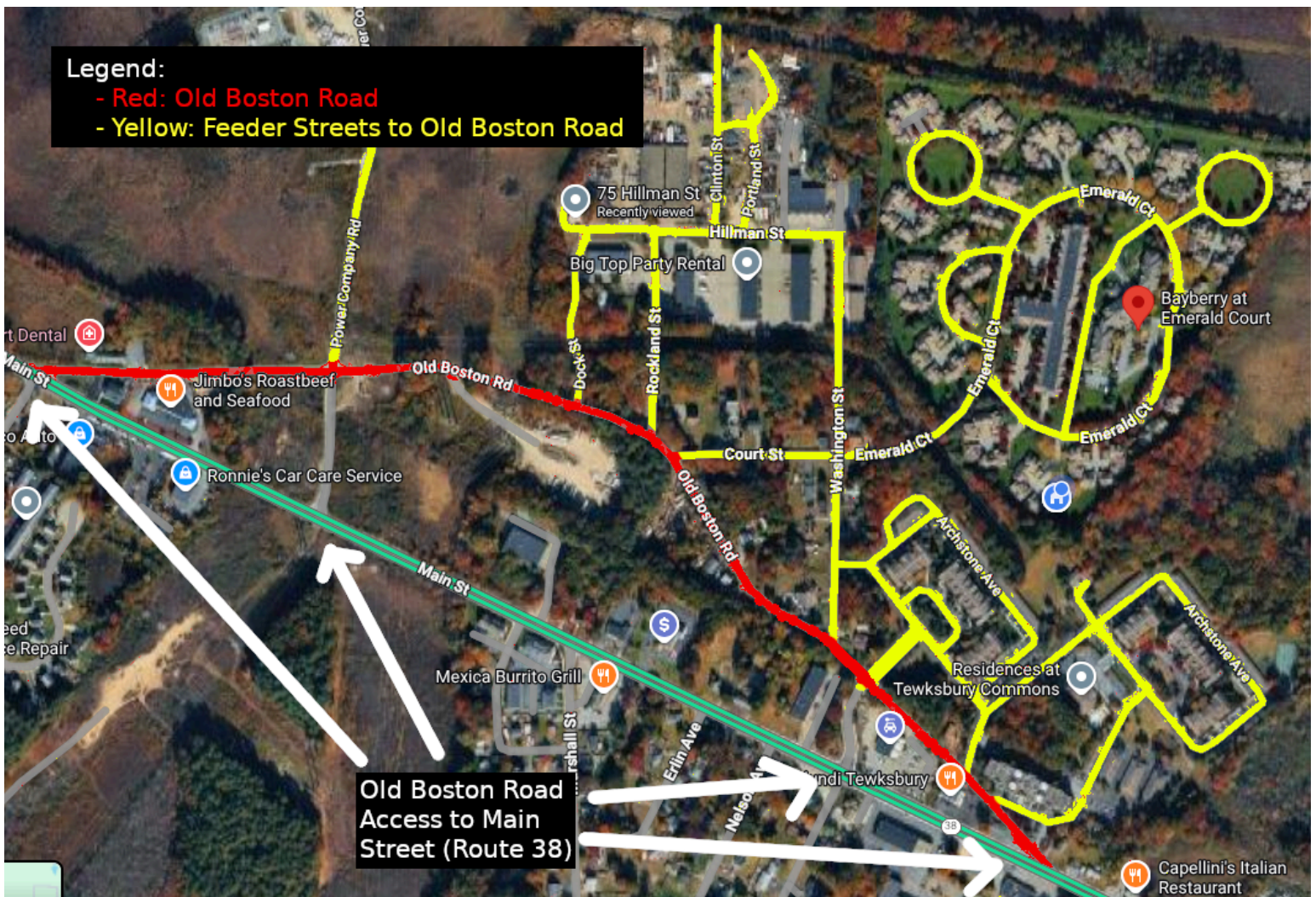
Reviewing the testimony during the hearings regarding the Emergency Response Plan raises many issues and concerns affecting Public health and safety.

According to the images submitted to the EFSB, it appears that the Hillman facility will have two access points, both on Hillman Street (Note that the draft Host Community Agreement states “Site access will need to include multiple entry/egress points. A dedicated fire access road, from these access points.”)



The distance from the Tewksbury Fire Department and the proposed Tewksbury BESS is approximately 0.8 miles. However only 0.3 miles is on Mains Street (Route 38.) The remaining 0.5 miles is through the densely populated area highlighted in the Population Density section.

The following figure illustrates that the only way for the residents and businesses, in the area described in the Population Density section, to enter or exit this area is by traversing Old Boston Road. The only way for emergency vehicles to access the BESS is through Old Boston Road. In the event of an emergency, there could be 539 cars (assuming one per unit) leaving the area while emergency vehicles are entering the area.



The Emergency Response procedures outlined during the hearing are:

1. An alarm is triggered to the Tewksbury Fire Department and the 24 hour monitoring center.  
(v: 2 / p: 243 / l: 23-24 & p: 244 / l: 1-9)
2. Simultaneously (v: 2 / p: 244 / l: 14-23 ):
  - a. The Tewksbury Fire Department will respond
  - b. A subject Matter Expert will be dispatched
3. Firefighters will arrive at the Incident Command Post (v: 8 / p: 1092 / l: 24 & p: 1093 / l: 1-23)
4. Firefighters are to stay outside of the fence area (v: 2 / p: 198 / l: 19-23)
5. A detector may be destroyed by fire after it has triggered an alarm. (v: 2 / p: 227 / l: 3-22)
6. Firefighters to assess AEGL levels for 30 minutes to determine course of action  
(v: 4 / p: 499 / l: 20-24 & p: 500 / l: 1-13)

**Notes:**

- Access points to the site are likely to be on Hillman Street and/or Clinton Street
- The Incident Command Post and its backup are to be near access points (from HCA)
- There is a 30 foot sound barrier along Clinton Street (v: 6 / p :791 / l: 5)
- There is a 24 foot sound barrier along Hillman Street (RR-ESFB-20 response, March 6, 2026 )

**If there are 24 foot walls and 30 foot walls between the firefighters and the battery units, and the firefighters are outside of these fences, how are these measurements going to be taken?**

**Given the above information, I believe my best course of action is to self evacuate as soon as I see emergency responders on site. I believe others will also follow this course of action.**

Having an adequate Emergency Response Plan is critical to the public safety and public health of residents. The sections above, based on the testimonies in the hearings, show serious deficiencies in Emergency Response Planning during the construction phase and the operations phase.

# Conclusions

I have shown throughout this document, why this proposal should be denied for public health and public safety issues alone.

Through the Outreach section, I have shown that both Hillman Energy Center and the Town of Tewksbury have made minimal efforts to solicit residents' concerns and issues.

I have demonstrated in the Host Community Agreement section how the Town of Tewksbury has not protected itself in many areas, and is relying on its relationship with Hillman Energy Center instead of including provisions in the HCA that would protect the town should the relationship change or the project is sold.

The EFSB Representation section documents that the town's only concern has been with negotiating the Host Community Agreement, Neither the town's witnesses, nor its lawyer, made any effort to independently verify the safety of this proposal.

In the Site Notes section I have highlighted many safety concerns including the operating range of the units, the proximity of residences, and the opinions of expert witnesses that this site is unsuitable.

The incompleteness of the Emergency Response Procedures, and an outline of the currently discussed Emergency response process was documented in the Emergency Response section.

Both Hillman Energy Center, and the intervenors Maureen DiPalma and Dennis Sheehan had expert witnesses present on their behalf. In many cases, the expert witnesses did not agree. Examples include:

- Air Dispersion Modeling
- Toxic Emissions including Hydrogen Fluoride
- Electromagnetic Fields
- Acoustics
- Ambient Noise
- Stormwater Management
- Groundwater Mounding

Given their lack of agreement on these significant issues, I believe it is risky to locate a BESS of this size so close to a residential area.

Finally, as of December 31, 2025, 237 comments were submitted to the docket by Tewksbury residents against this proposal. Contrast that with the 5 Tewksbury residents in favor of the proposal. Community sentiment is against the Hillman Energy Center proposal. Please consider the will of the people over the poor performance of the town.


# Appendix A: Other HCA Concerns and Issues

## Reimbursements:

**HCA Slide:** “Additionally, Hillman has agreed to \$3.8 Million dollars in payments to the Town through The Host Community Agreement”

### Host Community Agreement

Key Commitments & Payments



- PILOT Agreement
  - Over a 20-year period the two parties have agreed that the minimum floor for the annual pilot will be \$2 Million dollars plus a 1% CPA surcharge.
  - It is anticipated that the ultimate value of this project will likely drive that number up.
  - Over a 20-year period this represents over \$40 Million dollars in revenue for the Town from the PILOT agreement.
- Additionally, Hillman has agreed to \$3.8 Million dollars in payments to the Town through the Host Community Agreement

**The \$3.8 Million dollars in payments is inaccurate.**

I asked the Town Manager for a breakdown of the #3.8 million, I received the following chart:

Payment Description	Payment Type	Amount	Periods	Total	Frequency	Notes
Technical Review	Not to Exceed	\$250,000.00	1	\$250,000.00	Initial + Subsequent Payments	
Energy Capacity Study	Not to Exceed	\$50,000.00	1	\$50,000.00	One Time	50% reimbursement
Muni EHV Conversion Program	Fixed	\$150,000.00	1	\$150,000.00	One Time	
Public Safety Training	Not to Exceed	\$50,000.00	20	\$1,000,000.00	Annual	
Fire Suppression Materials	Not to Exceed	\$10,000.00	20	\$200,000.00	Annual	
Peer Review	Not to Exceed	\$100,000.00	1	\$100,000.00	One Time	
Property Value Security Account	Refundable	\$50,000.00	1	\$50,000.00	One Time	

Property Value Payments	Not to Exceed		1	\$0.00	Variable	Homeowner pays 1/2 Appraisal fee
Youth Sports	Fixed	\$50,000.00	1	\$50,000.00	One Time	
Tewksbury Community Pantry	Fixed	\$50,000.00	1	\$50,000.00	One Time	
Parks & Recreation	Fixed	\$50,000.00	1	\$50,000.00	One Time	
Council of Aging	Fixed	\$50,000.00	1	\$50,000.00	One Time	
Stormwater Enhancement	Fixed	\$70,000.00	20	\$1,400,000.00	Annual	
Technical Rescue Equipment	Fixed	\$80,000.00	1	\$80,000.00	One Time	
Muni Facilities Payment	Fixed	\$150,000.00	1	\$150,000.00	One Time	
<b>Construction Fire Training</b>		\$60,000.00	2	\$120,000.00		
<b>Total</b>		\$1,220,000.00		\$3,750,000.00		

**Notes:**

- The \$3.80 Million is \$3.75 Million rounded up.
- The \$3.750 million includes \$50,000 to seed Property Value Payments Escrow Account And should not be included as it may be reimbursed to Hillman.
- **I could not find the the Construction Fire Training amount of \$120,000 in HCA, Bringing us down to \$3.58 million.**
- Public Safety Training is the only item to have a note **[Escalation factor to be added]** but no factor specified. It should also be added to the Fire Suppression Materials and Stormwater Enhancements lines.
- Of the \$3.58 Million, \$1.98 million (55%) is a fixed amount (although, as mentioned above, the Stormwater Enhancements does not have an Escalation clause.)
- \$580,00 of this fixed amount will be received in year 1 (16% of the total)
- \$1.6 Million (45%) are “Not to Exceed” Amounts” which means we will only receive these reimbursements if we spend the full amount. (Again, note that the Fire Suppression Materials” do not have an escalation clause.)
- Without the addition of the Escalation Factor to the three items that have reimbursements over 20 years, the value of the town of each of these amounts will decrease.

**Note that the value in the HCA is \$3.58 million not \$3.80 Million (i.e. \$220,00 less) and that because of the ”Not to Exceed” amount, this is more of a Maximum amount than a guaranteed amount, and that only 55% is guaranteed.**

## Credits to Hillman

**There is no slide regarding breaks that Hillman Energy Center is receiving from the town.**

**In addition to the cap on Permit Fees, it appears that Hillman is getting a break of the Community Preservation Act (CPA) fee. The following slide is from the presentation made at the joint Select Board / Board of Health HCA meeting on January 28, 2026:**

# Host Community Agreement

## *Key Commitments & Payments*



- PILOT Agreement
  - Over a 20-year period the two parties have agreed that the minimum floor for the annual pilot will be \$2 Million dollars plus a 1% CPA surcharge.
  - It is anticipated that the ultimate value of this project will likely drive that number up.
  - Over a 20-year period this represents over \$40 Million dollars in revenue for the Town from the PILOT agreement.
- Additionally, Hillman has agreed to \$3.8 Million dollars in payments to the Town through the Host Community Agreement

**Tewksbury residents are charged a CPA rate of 1.5%.**

**Hillman Energy Center will get a 33% break, lowering their CPA rate to 1.0%.**

**The Payment in Lieu of Taxes (PILOT) will likely give Hillman Energy Center additional tax breaks from the town.**

## Reduced Real Estate Tax Income

As mentioned in the HCA section of Property Value Protection, we are already seeing the market value of Emerald Court condos being impacted by the Hillman Energy Center proposal. If our property value decreases, we will be seeking a corresponding decrease in our Real Estate Property Taxes.

## Additional Defects

- **Appendix Bullet Point #1:** Hillman Energy Center, LLC proposes to construct a BESS project on two parcels of land, i.e., Parcel 35-6-MAIN and Parcel 35-7, at 73 and 75 Hillman Street in Tewksbury (the "BESS site") The BESS site is bounded by Hillman Street to the south, high voltage powerlines to the west, railroad tracks to the north, and Clinton Street to the east. Generally, land uses surrounding the BESS site include existing electric transmission corridors and related infrastructure, residential, extensive wetland areas to the north and west, and commercial/industrial development to the east and south. The Project proposes installation of **169** BESS modules – consisting of lithium-ion batteries housed in above-ground storage cabinets and transformers on concrete slabs – on approximately 4.3 acres of land.
- **Section 8(A):** There is a syntax error regarding the list of requirements: "...site design(s), and **signage and**) NFPA 855...". An extra "and" and an unmatched closing parenthesis were included.
- **Appendix Bullet Point #14(I):** The text reads: "...as well as **based of** the LSFT reports findings." This should likely read "based on".
- **Appendix Bullet Point #14(p)(i):** The text reads: "This includes in field testing and verification of the system to show that it **complies data provided.**" This is grammatically incorrect and should likely read "**complies with data provided**".
- **Section 6 (Payments):** There is a punctuation error: "...purposes set forth **herein;** Following receipt...".

- **Section 12(H):** The text contains a remnant of a previous edit: "...provide to the Town prior to installation a **full 9540A any publicly** available test report..." The words "full 9540A" appear to be a drafting remnant that conflicts with the new phrasing "any publicly available".
- **Section 23: Formatting Issue Town Manager Contact:** In **Section 23 (Notices)**, the zip code and email address are run together without a space: "**MA [01876jcurran@tewksbury-ma.gov](mailto:01876jcurran@tewksbury-ma.gov)**"

**Note that this HCA was supposedly read by all 5 Select Board Members, the Town Manager, Mr. Curran, and Mr. Bernstein, and yet, with all the above defects, it was still approved on February 4, 2026.**

# Appendix B - Population Density Calculation

## Population Density Calculation

The stark disparity in population density between the proposed Tewksbury BESS site and the approved Carver and Medway BESS sites presents a major public health and safety concern.

While the overall population density for the town of Tewksbury (1,509 per square mile) is already much greater than Carver (312) and Medway (1,175), the critical comparison lies in the population immediately surrounding the proposed facility.

	Carver	Medway	Tewksbury
<b>Population (2023)</b>	11,675	13,560	31,243
<b>Land Area</b>	37.4	11.54	20.7
<b>Population Density</b>	312	1,175	1,509

Source data: [MA Division of Local Services](#)

DOR Code	Municipality	County	Billing Cycle	Form of Government	School Structure	2023 Population	FY 2025 Single Family Tax Bill	2022 DOR Income Per Capita	2024 EQV Per Capita	Land Area	Population Density	2018 Total Road Miles
052	Carver	PLYMOUTH	Quarterly	OPEN TOWN MEETING	K-12	11,675	7,176	39,725	189,253	37.4	312	104.68
177	Medway	NORFOLK	Quarterly	OPEN TOWN MEETING	K-12	13,560	9,218	64,604	268,322	11.54	1,175	74.00
295	Tewksbury	MIDDLESEX	Quarterly	OPEN TOWN MEETING	K-12	31,243	8,322	52,263	246,488	20.7	1,509	165.27

The calculated population density near the proposed Tewksbury BESS, specifically north east of Old Boston Road and within a half-mile radius, is a critical **7,937** per square mile (1,056 / [3,709,228.05 ft<sup>2</sup> / 27,878,400 sq ft / sq mile]). This figure is derived from an estimated 1,056 residents across 539 housing units, which includes the Tewksbury Commons apartment complex, the Emerald Court Over 55 Community, the Bayberry Assisted Living Facility, and stand-alone houses.

Housing	Type	Units	People/ Unit	People	Assumptions
TEWKSBURY COMMONS	Apartment Complex	246	2.61	642	Has 1 bedroom, 2 bedroom, and 3 bedroom units. Using US Census Data / Average Family size for Tewksbury
EMERALD CT	Over 55 Community	180	1.5	270	½ units occupied by couples ½ units occupied by singles
BAYBERRY	Assisted usLiving Facility	94	1.0	94	73 Traditional Units / 21 Special Care
RESIDENCES	Stand alone houses	19	2.61	50	Using US Census Data / Average Family size for Tewksbury
<b>Total</b>		<b>539</b>		<b>1,056</b>	

People per unit is 2.61 according to the [Census Bureau](#)

And the area was calculated from Google Maps:



Note that all of the enclosed area in the map above is within a half mile of the center of the proposed Tewksbury BESS.

This localized density of **7,937** is higher than the overall density of the Massachusetts city of Medford (7,252) and would rank the area as the 338th most densely populated out of the 351 cities and towns in the state. Importantly, this calculation does not account for the staff at Bayberry or the employees of the 45 businesses operating in the immediate area

## Vulnerable Populations

The vulnerable consist of children and elderly.

The following are all within 0.8 miles of the proposed BESS.

### Day Care Centers:

- Green Meadows Country Day School - 64 students
- Main Street Learning Academy - 24 students
- BrightPath Tewksbury (opening 2026) - TBD

### Elementary Schools:

- Center Elementary School - ~767 students / 78 staff

- John F Ryan Elementary School - ~500 students / 73 staff

**Senior Housing:**

- Emerald Court - 180 units
- Carnation Drive - 80 units

**Adult Care Centers:**

- Bayberry - 94 units (73 Traditional / 21 Special Care)
- Blair House - 131 units (Assisted Living / Nursing Home / Memory Care)