

# Host Community Agreement

Between the Town of Tewksbury  
and Hillman Energy Center, LLC



# Host Community Agreement

## *Project Overview*



The Hillman Energy Center is a proposed 125-megawatt energy storage project that will interconnect to an existing substation. At peak output, this project will discharge the electricity necessary to power nearly 125,000 homes for a 4-hour period

Located at 73-75 Hillman Street on approx. 4.3 acres of previously developed industrial land

# Host Community Agreement

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

*Why the Energy Facility Siting Board  
(EFSB) is the siting authority?*



MGL Chapter 40a, Section 3 intends that if a proposed use of land or structure is **reasonably necessary for the convenience or welfare of the public** it can be exempted from local zoning oversight through a petition to the Energy Facilities Siting Board (EFSB)



## *Public Hearing*

- The EFSB acts as the fact finder and approves the project based on evidence presented during the process.
  - EFSB initially conducts a public hearing usually within the community affected (This project's hearing was held at TMHS on October 9, 2025).

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



### *Petition to Intervene*

- Persons or groups who wish to be involved in a Siting Division proceeding beyond providing public comments at the hearing may seek either to intervene as a party, or to participate as a limited participant.
  - The Town has petitioned as an Intervening Party
  - The Tewksbury Board of Health has also been accepted as a late intervening party.
  - Other parties have petitioned to be intervening parties as well as limited participants in the process



## *Discovery*

- The developer or utility company responds to written questions (called "discovery") from the Siting Division staff and individuals or groups that have been permitted to intervene as a party. Intervenors may present expert testimony, if they wish to do so. They may also be requested to respond to discovery by the developer or utility company and the staff, and may be required to respond to discovery by other intervenors.
- The Town intends to submit on February 6, 2026, questions and use experts to assist and supplement the inquiries made by the Town. (Stormwater, noise, Fire Safety, and Environmental Concerns)

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### *Evidentiary Hearings*

- Witnesses are questioned under oath by Siting Division staff, the developer or utility company, and intervenors in a process that resembles a hearing in a court of law.

### *Briefs*

- The developer, intervenors and, in some cases, limited participants provide written arguments as to why the evidence indicates that the proposed project should or should not be approved.



## *Issue Decision or Order*

- For proceedings under EFSB jurisdiction, the Siting Division staff issues a Tentative Decision approving or rejecting the project. The parties receive the Tentative Decision prior to the scheduled Siting Board meeting for review and comment. After the comment period, the Siting Board meets in public to vote on whether to accept the Tentative Decision. The Final Decision reflects any changes made at the Siting Board meeting.
- This process is expected to take us through the Spring of 2026

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

- The Town is not the permitting Authority.
- The Town will participate as an intervening party and represent the interests of the Town.
- The Town will use the “Host Community Agreement” tool to gain conditions and concessions that will be incorporated into the permit process.
- Taking a purely adversarial position on this project will deny the Town the opportunity to incorporate safety conditions through this process.

# 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

Payment Description	Type of Payment	Amount	Commencement Milestone	Frequency
Technical Review	Initial Fixed + Subsequent Reimbursement	[not to exceed \$250,000]	Effective Date	One-Time Initial + Variable Subsequent Payments
Energy Capacity Study	Reimbursement (50% only)	Up to \$50,000	Construction Commencement	One-Time
Muni EHV Conversion Program	Fixed	\$150,000	Construction Commencement	One-Time
Public Safety Training	Reimbursement	Up to \$50,000	Construction Commencement	Annual
Fire Suppression Materials	Reimbursement	Up to \$10,000	Construction Commencement	Annual
Peer Review	Reimbursement	Up to \$100,000	Construction Commencement	One-Time
Property Value Security Account	Refundable Deposit	\$50,000	COD	One-Time <sup>1</sup>
Property Value Payments	Variable	Up to \$25,000 per claim within 5 years	COD	Variable over 5-year period
Youth Sports	Fixed	\$50,000	COD	One-Time
Food Bank	Fixed	\$50,000	COD	One-Time
Parks & Rec	Fixed	\$50,000	COD	One-Time
Aging Council	Fixed	\$50,000	COD	One-Time
Stormwater Enhancement	Fixed	\$70,000	COD	Annual
Technical Rescue Equipment	Fixed	\$80,000	COD	One-Time

# Host Community Agreement

## *Permitting & Cooperation*



- Hillman Energy Center shall be responsible for applying, among other things, all applicable and required local permits and shall be responsible for the payment of all permitting and inspection fees up to the approved cap.
- Hillman Energy Center agrees to on-site inspections and reviews by the Town's third party Fire Safety expert as reasonably required for approval of applicable local permits during construction or operation of the Project.
- The Parties agree that, to the best of their knowledge and belief such local permits include, without limitation:
  - Tewksbury Inspectional Services (building permits, electrical permits, plumbing permits, mechanical permits, and demolition permits)
  - Tewksbury Fire Department (Mass. Fire Code, 527 CMR 1.00 *et seq.* Fire Safety Permit)
  - Tewksbury Conservation Commission (Notice of Intent, Land Disturbance Permit)

# Host Community Agreement

## *Public Safety & Emergency Preparedness*



### **Emergency Response Plan (ERP):**

- Submitted before commissioning
- Covers all phases (construction, commissioning, operation, decommissioning)
- Town feedback incorporated

### **Fire System Testing:**

- Critical Life Safety System functional test, witnessed by Fire Officials prior to commissioning, and Town's third party fire safety consultant
- Exhaust system performance demonstration

### **Fire Codes & Standards:**

- Compliance with National/State Fire Codes: NFPA 855 (2026), UL9540/9540A, NFPA1, and NFPA 72
- All batteries UL 9540/9540A certified; 9540A test results provided

### **Water Supply:**

- Dedicated fire water: min. 30,000 gallons, 75% monitored minimum, refillable from municipal supply unless adequate fire protection and hydrant capacity is provided on site

### **Large-Scale Fire Test:**

- Battery technology and layout validated by large-scale fire test (9540A)

### **Site Access & Command:**

- Multiple entry points; 20' fire access road encircling BESS yard (supports 75,000 lb apparatus)
- Incident Command Post (ICP) min. 100' from enclosures, upwind, with second fire alarm annunciator

### **Alarm & Notification Systems:**

- Fire alarm: Class A loop, backup power, monitored at UL Listed Central Station
- Immediate notification to Tewksbury FD, official representative onsite within 2 hours of emergency

### **Documentation:**

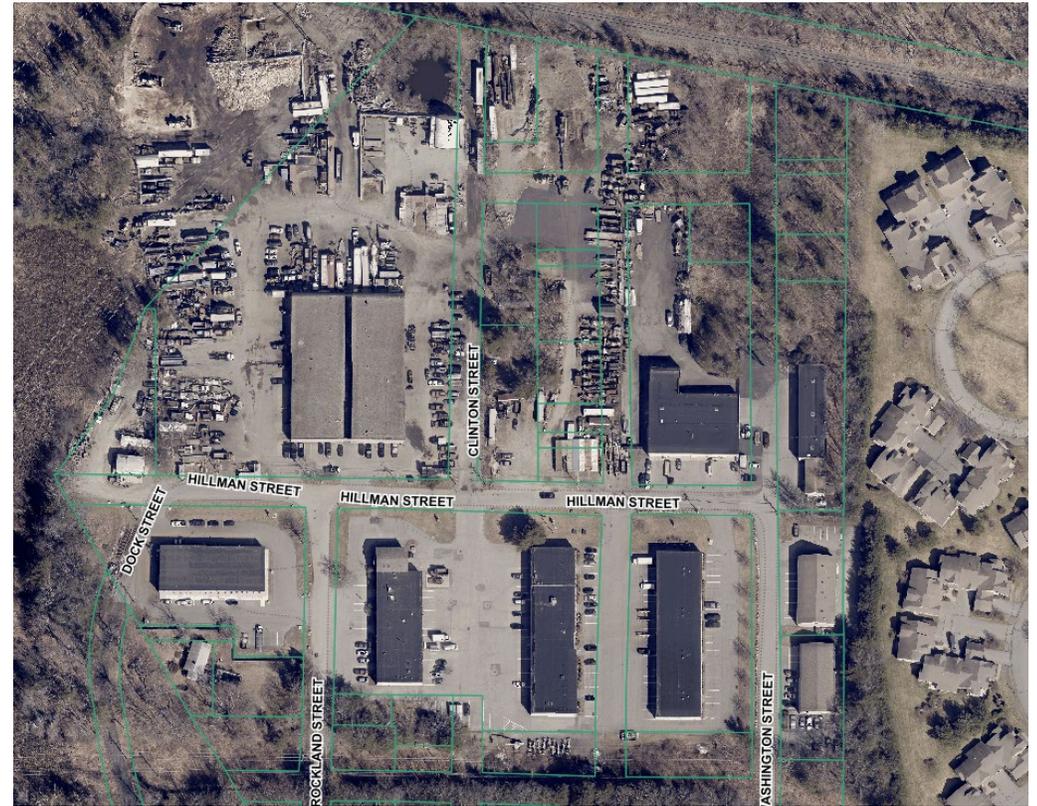
- Full NFPA 855-compliant set: construction docs, manuals, commissioning & decommissioning plans, ERP/EOP, Hazard Mitigation Analysis, fire risk/plume analysis, MSDS, equipment certifications, detection, water, emergency power, critical safety, system interconnections, fire testing, and compliance modeling

# Host Community Agreement

## *Property Value Protection*



- Hillman Energy Center will establish and maintain a \$50,000 reserve fund to compensate owners of residential properties within 650 feet of the project for any proven material reduction in property value
- Up to \$25,000 per home, caused directly by the project's construction
- Claims must be filed with the Board of Assessors within five years after commercial operation. Homeowners and Hillman will share appraisal costs; if loss is confirmed, Hillman will reimburse the appraisal and pay for the loss.
- The reserve fund remains active for five years after commercial operation or until all timely claims are resolved.



# Host Community Agreement

## *Construction and Operation Management*



- A comprehensive Construction Management Plan (CMP) will be prepared and shared with the Town, outlining all phases of work and measures for minimizing disruption
- Any significant delays or changes—including those exceeding three months—will be promptly communicated to the Town.
- Noise and visual impacts will be mitigated through landscaping, sound barriers, and appropriate work-hour restrictions. Tewksbury General Bylaw Section 8.12
- Traffic management strategies will be implemented to minimize congestion and ensure safety during construction, including coordination with public works and police.
- The project is committed to restoring any impacted public roads or infrastructure to pre-construction condition or better.
- Strict adherence to health and safety standards will be maintained throughout construction and operations, with on-site contacts for emergencies.
- During operations, the facility will maintain regular inspections and compliance with all local, state, and federal regulations.
- Hillman Energy Center will prioritize hiring local union labor and vendors whenever feasible, providing economic benefits to the community.

# Host Community Agreement

## *Decommissioning & Insurance*



- Decommissioning is an essential aspect of the project lifecycle to ensure long-term community protection.
- Hillman Energy Center is required to secure a decommissioning bond or financial guarantee valued between \$3 million and \$6 million, ensuring there are sufficient funds to safely dismantle and remove the battery energy storage system at the end of its operational life.
- The decommissioning plan will include detailed steps for equipment removal, site remediation, and restoration to pre-project conditions or as specified by the Town, according to best industry practices and all applicable laws. The Town will be provided the decommissioning plan in connection with permitting or approval of the Project.
- Environmental safeguards will be strictly followed during decommissioning to prevent adverse impacts.
- Adequate insurance, including liability and umbrella coverage, will be maintained throughout the project term to protect the Town and residents against unforeseen risks or damages. The Town will have the right to review and approve the decommissioning plan and insurance certificates, ensuring continued community oversight.

# Host Community Agreement

## *Reporting & Transparency*



- Transparency and communication are core principles of the Host Community Agreement. Hillman Energy Center will provide the Town with detailed annual reports documenting all financial payments, community benefit expenditures, and project milestones.
- Hillman will maintain a dedicated project website that will offer timely information about construction progress, safety notices, emergency protocols, and contact information for project representatives.
- Hillman Energy Center shall at least once every six months (or upon reasonable request of the Tewksbury Select Board) during pre-construction and construction activities provide public reports to the Select Board, describing its progress in obtaining necessary permits and the status of construction of the Project, and, matters that may reasonably be expected to affect the Town's interests, describing major issues which may have arisen and responding to questions from Town officials and/or the public.

# Host Community Agreement

Questions?

