

Questions Regarding HCA from Tewksbury Residents

Q: First of all I have lived in Tewksbury for 60 years. I taught school here for 35 years and have been active on many town committees. I was embarrassed by tonight's meeting in "my town" but I am more ashamed that the powers that be are not challenging the building of a dangerous lithium-ion battery facility being built anywhere in Tewksbury. There are just too many people here. Why are you backing off from facts like property is too close to businesses, senior living, assisted living and memory care facility, nursery schools, apartments, etc. Also research shows that fires in these facilities are very hot with large amounts of gas and smoke. Gases emitted are both highly flammable and toxic. Why wouldn't you challenge these facts? Are you afraid the company might decide to leave like in Westfield? Is it just a money thing? Tewksbury should not be the home of this facility. Too many people! The state DPU should be ashamed of themselves as they have the distance of a lithium - ion facility from people to be 2000ft as of July 1, 2026 but Hillman Energy slid under the date wire and it's okay for Tewksbury to be in such danger. Up to you to ask the right questions.

A: The Town is not the Authority Holding Jurisdiction for this project - the EFSB is. In the event that it does receive a site permit from the EFSB, the Town and the Select Board want to ensure that as many safeguards are in place to protect the Town and its' residents. Taking a position against the project will prevent the Town from getting as many safeguards in place if the project is approved.

There are many provisions in the HCA that address the concerns you mentioned.

You referenced a piece of proposed legislation that imposed a buffer of 2,000 feet between residents, wetlands , and schools. If this were to become law it would prohibit BESS from locating anywhere in the Commonwealth. It is not going to be adopted.

Q: I attended last night's joint meeting of your respective Boards and I have some questions and comments.

I am particularly concerned about the fund for reimbursement to property owners when they sell their properties, as it applies to those living up to 650' from the proposed BESS site. I believe I own one of the affected properties (#31 Emerald Court).

My first question is, how did the Town Manager arrive at his figure of \$25,000

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per sale? Did he consult Real Estate professionals to ascertain the validity of this estimate? As one of the residents commented, when he asked a local Realtor, the statement was made that properties in Emerald Court would lose 5-10% of their market value.

I don't know if the Town Manager lives in Tewksbury or if he has any experience in real estate sales, but real estate prices in Tewksbury in general and Emerald Court in particular are high. Based on recent sales, the average price seems to be in the \$650K range. Using the middle of the range for loss of value, that means a typical loss in the area of \$50,000. So you are asking us to basically write a check to the Town of Tewksbury for \$50,000 for the pleasure of an increase in risk and a decrease in safety. This is not a good deal.

In addition, that loss does not apply just to those properties within the 650' affected zone, but rather to all of Emerald Court. Emerald Court does not exist as a number of discrete properties with unique characteristics. Rather, it is a community of similar properties. When the value of a small number of properties in this community goes down (or up), it impacts the entire community as a whole. The resulting loss in property tax base across all of Emerald Court and the adjoining properties will not be insignificant, running into several million dollars.

Emerald Court is a 55+ community. I would estimate the average resident is in their mid-70's. As such, many if not most are retired and living on fixed incomes. We have worked for our entire lives to be able to afford to live in this comfortable and welcoming environment that characterizes Emerald Court. As you will one day learn, as one grows older we become concerned about our legacy, and our homes are a large part of the financial legacy that we will leave to our heirs.

But that legacy that we have worked so hard to achieve is being challenged. The Town Manager, as the representative of the Select Board, has negotiated a very sub-standard settlement for those who might choose to find a new dwelling to escape the safety risks associated with the proposed BESS site. Of course, we always have the further option to sue for restitution, which remedy has been admitted to by the Town Manager. But such legal action will be directed at the town and its elected officials who chose to accept this risk. This will in turn cost the town for legal fees and the likely reimbursement of our own expenses.

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None of this should be construed as saying that this BESS is a bad idea. What I am saying is that placing it in this location is the bad idea. Any developer will ask for the easiest route to their financial success and the impact on the local residents is irrelevant. Negotiating implies seeking a win-win solution for both the developer and the town and its residents. I'm confident that the town or an adjacent town can find a suitable location for this project, but it should be pretty clear that right next to Emerald Court isn't it.

A: From the literature, I have read the biggest potential impacts of these projects are driven by direct visibility or audibility of the project. With the exception of one house within 100 ft no residential properties will be visible from the project as they are not now. I have reached out to Medway they also have a provision for property claims in their HCA. No one has used that provision in that community. I know of no one in Massachusetts that has successfully made a claim for loss of property value. The amount was arrived through negotiations with Hillman.

I have also attached a study that was done out of Penn State, "The Impact of Utility-scale Battery Energy Storage System Projects on Property Values in California, Massachusetts, and New York." The paper finds that houses near an operational utility-scale BESS project do not experience significant price changes compared to houses farther from the same project.

<https://repository.upenn.edu/entities/publication/985ee8b2-3228-4a70-8f6e-0a92d757fc82>

The Town is doing everything it can to ensure, if this is permitted by the EFSB, that it is safe and does not have a negative impact on the surrounding neighborhood.

Q: What specific health risks could result from a lithium battery fire, including short- and long-term air quality impacts?

A: Every fire exposes people to potential health risks. Carbon monoxide is dangerous when inhaled as well as any chemical off gasses that result from a typical house fire. Therefore, there is no disputing the fact that there are always potential health risks from a fire. This particular technology does off gas

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chemicals, plastic and Hydrogen Fluoride. Most of these off gas into the air. In BESS fires that have occurred there is evidence of off gas of some these chemicals however these do not rise to the level that is deemed beyond acceptable safety standards (alarm thresholds/immediate danger to the public) defined by NFPA 855. Specifically, no evidence to date of contamination to air or water beyond identified safety standards. We have looked at Fires in California (including the Moss Landing Fire), NY and Arizona. There have been no incidents in Massachusetts. The HCA and NFPA 855 requires the Hillman Energy Center to have monitoring systems that monitor off gassing in the event of a fire which is reported to the Town and is accessible on the ICP located at the site. Large Scale Fire Testing is required to ensure that a fire will not spread past one container. This prevents this from becoming a larger event.

Q: What safety standards, setback distances, and fire suppression systems are required for this site?

A: **The Large Scale Fire Testing and Plume testing helps to dictate distances between containers to ensure that an event will not involve more than one container.** Per.NFPA.400?via.NFPA.7708?available.fire.water.for.the.BESS.project.site.will.be.a.minimum.of.96766.gallons;.This.dedicated.fire.water.supply.can.be.augmented.with.an.automatic.refill.from.the.municipal.water.system?such.as.a.hydrant?or.monitored.via.the.fire.alarm.for.level.indication.to.ensure.a.minimum.of.31% .of.tank's.capacity;.Otherwise.proof.of.adequate.hydrant.capacity.is.also.acceptable;

Q: Have local emergency services been trained and equipped to respond to a lithium battery fire?

A: **There are provisions within the HCA that provide annual funding up to \$50,000 to train FF personnel and back fill shifts that are left vacant due to this training. \$10,000 will be provided annually for supplies related to this type of fire protection. A one time payment of \$80,000 to pay for technical rescue equipment associated with this type of fire response.**

Q: Is there an evacuation or shelter-in-place plan for nearby neighborhoods?

A: **Section 6 of the Appendix in the HCA:**

Hillman Energy Center will also submit to Tewksbury an Emergency Response Plan (ERP) for the Project prior to Hillman Energy Center's commissioning of the

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Project and shall consider in good faith Tewksbury's comments on such Emergency Response Plan. An ERP will be needed for the construction? commissioning? operations? and decommissioning phases of the project. These plans will include scenarios for evacuation and shelter in place;

Q: Has the Board reviewed independent risk assessments or case studies from similar facilities?

A: We've hired experts in this field, Hiller Companies. They have Fire Engineers as well as Fire fighters on staff. We have looked at Incidents and the responses in California, Arizona and New York. We have assessed the failures in technology in these other incidents. The new technology that Hillman is using does address these issues. The Moss Landing incident was an old technology, and the fire was in a closed facility. Since that fire the technology is now outdoors and the Large-Scale Fire Testing ensures that an incident does not spread beyond one segment. The current NFPA 855 standards have dramatically improved the safeguards in the industry.

Q: 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?

A: 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.**

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- 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.

Q: 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?

A: **EXHIBIT B: INSURANCE MINIMUM COVERAGES**

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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.**

Q: 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?

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

Q: As a resident of Tewksbury for the las 10+ years and living at Emerald Court I don't quite understand the HCA, 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.

Emerald Court is a Condominium Community, Community being the Key word. The HCA apparently would only cover a devaluation of possibly 3 town Homes, that is 3 out of 180 condominiums. There are 93 Town Homes and 87 Garden Style units in the Magnolia building. You mean to tell me that should this Hillman Energy Center be approved and units within Emerald Court diminish in value and cannot be sold only 3 units within the 650 feet could recover any monies under this HCA ?

What kind of negotiations is that? This Project would and is affecting every owner here at Emerald Court not just a few Town Homes within 650 feet. All of Emerald Court should be included in the HCA not just 3 Town Homes!

It is obvious from last evenings presentation that the Town of Tewksbury Administration, the Town Manager, and the Tewksbury Select Board are in favor of

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this Hillman Energy Center Project. We all heard the Town Manager state the HCA is negotiated to protect the Tewksbury residents, thank you for that. However, many of the Town residents do not want the Hillman Energy Center at the proposed location. Bring it into Tewksbury, but not as close to residents as the proposed site is intended.

A: Just for your edification, it is not 3 units it is 18 units which represents the tree Town house clusters that directly abut the property line closest to the project.

From the literature, I have read the biggest potential impacts of these projects on property values are driven by direct visibility or audibility of the project. With the exception of one house within 100 ft, no residential properties will be visible from the project as they are not now. I have reached out to Medway, they also have a provision for property claims in their HCA. No one has used that provision in that community. I know of no one in Massachusetts that has successfully made a claim for loss of property value. The amount was arrived through negotiations with Hillman. It is some level of protection that was added in response to your concerns.

I have also attached a study that was done out of Penn State, "The Impact of Utility-scale Battery Energy Storage System Projects on Property Values in California, Massachusetts, and New York." The paper finds that houses near an operational utility-scale BESS project do not experience significant price changes compared to houses farther from the same project.

<https://repository.upenn.edu/entities/publication/985ee8b2-3228-4a70-8f6e-0a92d757fc82>

The Town is doing everything it can to ensure, if this is permitted by the EFSB, that it is safe and does not have a negative impact on the surrounding neighborhood.

1. What exactly is used to successfully put out a Lithium-Ion Battery Fire?

(Research shows nothing works and it has to burn out - releasing toxins to air and residents)

Yes, it is true that it is recommended that you not put water on the fire. It is recommended by all experts to let it burn out. While all fires release toxins, they tend to burn out before they reach a level of toxicity dangerous to Air quality in the short and long term. The focus is on limiting the spread of these fires by ensuring they are

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limited to one segment of a battery facility. UL9540 requires Large scale Fire testing to ensure that whatever technology is used that it will not spread beyond one segment.

Water can be used to cool surrounding battery containers not engaged in a fire.

2. If a specific material/chemical is specified in question 1 above, will enough be on site to put out the entire facility?

If no, why not?

There currently is no recommended material or chemical . At this time, it is recommended to let the fire consume itself.

3. My parents and I own a condo at Emerald Court - if the town puts this facility in place against the residents' objections, will the town/Hilman company reimburse each resident for the actual drop in property value???

The Town did incorporate a provision within the HCA that allows residents to seek up to \$25,000 of lost property value by using one of three previously selected independent Appraisers. This applies to the three groups of condos that directly abut the property line closest to the BESS facility.

From the literature, I have read the biggest potential impacts of these projects are driven by direct visibility or audibility of the project. With the exception of one house within 100 ft no residential properties will be visible from the project as they are not now. I have reached out to Medway they also have a provision for property claims in their HCA. No one has used that provision in that community. I know of no one in Massachusetts that has successfully made a claim for loss of property value. The amount was arrived through negotiations with Hillman.

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5. Why put this unsafe plant so close to residents? Can it be relocated to a more distant site?

Who (exactly) has the final say of its location?

This decision is made by the EFSB. This site was chosen by the project proponent after looking at two other sites. THE EFSB will either approve or disapprove of the site. They would not recommend another site. The Town is not a decision maker in the decision.

6. Why weren't residents provided the opportunity to vote on this project vs it being shoved down our throats?

This is dictated by State Statute.

Q: In the Commonwealth today, there are over 6,000 grid connected BESS installations, ranging from residential to large-scale installations, with some BESS having first been installed nearly 10 years ago" (section 1.3 of reference attached).

Could the safety issues for the Tewksbury proposal be simplified by using the types of batteries that have already been used successfully in Massachusetts for a long time?

A: Yes, the battery selected, Lithium, is of the latest technology and has been successfully large scale fire tested and the proposal will adhere to all the latest NFPA 855 standards.

Question #1

This is for Mr. Curran. You mentioned 'if it's appropriate to this project any the town's position on the project.' Could you clarify what, if any, official position the town has regarding this battery project?"

The Town would not support, with legal resources, a position any Board takes that is against the law. For example, at one point the BOH was considering assuming that they had siting authority for this project and telling the project applicant they had to come before the Board to get approval for that project. That action would have exposed the Town to an expensive lawsuit that it would not win because it is not within their jurisdiction. The Town will not support, with legal resources, actions of any Board that violate the law. The Town has provided the BOH chair with legal resources and guidance on several occasions going back to early October.

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Question #2

In regards to the BOH requesting funds or things related to this project.

What exactly is the towns position then?

The BOH does not have jurisdiction over the project. It is unlikely that they will have a need for these resources. If a situation or a request arises in the future it will be addressed at that time.

Question #3

If a firefighter or other emergency responder from Tewksbury or a neighboring town is injured or becomes ill due to an incident at the battery facility, who is responsible for covering their wages and medical care? While this falls under workers' compensation, the town should not bear this financial burden. Additionally, if an injury results in long-term disability, similar to what we've seen with incidents like car fires, who would be responsible for ongoing wages and healthcare? The costs of such incidents should not fall on Tewksbury or any other municipality. If there is insurance, will Tewksbury ask to see the policy every year? And if the company was sold would the same agreement be kept?

Like any other fire the Town does not go after the property owner for injuries that occur. Like anyone else, If the Town believes the event was cause by negligence then we could go after the property owner with legal action.

Question #4

If a resident, someone who works nearby gets sick due to an incident is the company going to pay for all their care? What happens if they miss work? This should not fall on the town or anyone but Hillman.

This is addressed in Section 17 of the HCA

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**

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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 claim 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.

Questions Regarding HCA from Tewksbury Residents

3. **No later than thirty days prior to Construction Commencement, Hillman Energy Center shall deliver to the Town a parent guaranty from East Point Energy, LLC , Hillman Energy Center’s parent, in a form reasonably acceptable to the Town (the “Guaranty”). The Guaranty shall: (i) guarantee Hillman Energy Center’s obligation to make the payments due hereunder following COD, (ii) Hillman Energy Center’s other obligations hereunder, and (iii) be capped at an amount equal to (A) from and after the date that is thirty (30) days after the Effective Date and through the date that is the fifth (5th) anniversary of COD, [xx million dollars (\$xx,000,000)], (B) from the date that is the fifth (5th) anniversary of COD until the date that is the tenth (10th) anniversary of COD, [xx dollars (\$xx,000,000)], and (C) from the date that is the tenth (10th) anniversary of COD until the termination of this Agreement, [xx dollars (\$xx,000,000)].[NTD – blanks to be completed with final agreed aggregate maximum amounts remaining due and payable under the HCA as of each milestone date]**
 4. **Notwithstanding any provision contained herein, the provisions of this Section shall survive the termination or expiration of this Agreement for a period of three years with respect to any claims which occurred or arose prior to such termination or expiration.**
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Question #5

If there was an event and evacuations were needed who is paying for all of this? If residents cannot return to their home who will pay for this? Who will pay for their lodging/supplies? No costs should fall on a homeowner. Many work at home. If someone has to be evacuated is the company going to pay their wages? If no, why not?

Refer to answer for Question #4

Question #6

Who will be in charge of everything if there is a disaster the fire chief? Hillman?

The Fire Department (FD) will be in charge of the scene like they would at any fire. Usually the Senior officer, a Lieutenant, that first responds and then a Captain may take over upon arrival. The Chief and the Deputy would be involved In a major incident. Hillman will send a representative within two hours after notification by the FD.

Questions Regarding HCA from Tewksbury Residents

Question #7

This company is organized as an LLC, and the owners hold multiple LLCs, including their personal property. In the event of a catastrophic incident at the battery facility, will there be sufficient funds to cover all damages, liabilities, and costs? If the company carries an insurance policy, will the town have the right to review it annually to ensure adequate coverage?

Refer to answer question 4. The umbrella cap per incident is \$20 Million. There is no provision to review their insurance annually. We can add a provision to provide proof of insurance on annual basis.

Question #8

This company is knowing for selling battery sites. If that happens here, will the Host Community Agreement transfer? Will all requirements and protections still be enforced? What happens to the payments to the town?

Everything stays in place and Hillman is required to notify the Town for change of contacts and representatives

Term: This Agreement shall commence on the Effective Date hereof and, except as otherwise provided herein, shall end on the last day of the calendar year in which the Project is last operated by either Hillman Energy Center or a successor Project owner (the "Term"). For avoidance of doubt, any and all payments required expressly to be made annually hereunder shall only be required from the applicable commencement date therefor through the expiration or earlier termination of the Term. This Agreement shall remain in full force and effect regardless of the standing and status of any other agreement and remains enforceable in full by the Parties hereto. The provisions of this Agreement that shall expressly survive termination of this Agreement are set forth in Section 25.

Question #9

There are some questions regarding the fire expert, Mike Nichols. He is well-known in this field, but we would like clarification on what percentage of his professional work or income comes from the battery storage industry versus municipal or public-sector projects reviewing BESS. This information is important to address potential conflicts of interest and ensure transparency.

It is well recognized that all professionals have worked on both sides of this issue. Hillers credentials speak for themselves.

Questions Regarding HCA from Tewksbury Residents

Question #10

If an incident occurs at the lithium battery site during snow or ice, like the nearly two feet of snow we just had, how will nearby residents be safely evacuated, and are there winter-specific contingency plans in place?

Snow Removal is covered under 12.K.

- 1. A snow storage and snow removal plan shall be provided to the Town for approval, which plan shall address how Hillman Energy Center proposes to ensure snow is cleared from the property to prevent snow from unreasonably limiting or restricting access by emergency personnel to any battery pack or energy system on the property.**
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Question #11

What would happen if there were bad weather during an emergency and an expert could not get to the site on time? We were told the response could take two hours, but if the expert has to drive or fly, delays are likely.

This is a hypothetical question. The Town would have contact remotely with a representative from Hillman in the event of a delay. The Tewksbury Fire Department are highly trained in responding to emergencies and would be on scene within minutes.

Question #12

How will the person monitoring the lithium battery site receive communications if there is an emergency? What happens if the power goes out? About ten years ago, Tewksbury experienced an ice storm in

which almost the entire town lost power, highlighting how critical reliable communication is.

12 of the appendix

- 1. The.fire.alarm.system.will.need.a.Class.A.loop.for.site.panel.aggregation;.The.fire.alarm.initiation.and.notification.devices.will.be.provided.with.backup.power.from.the.fire.alarm.batteries;.The.exhaust.system?fans.and.louvers?will.need.a.separate.backup.power.source?sized.based.on.the.results.of.the.LSFT;**
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Question #13

How will residents be alerted if there is an emergency at the lithium battery site? Will there be any outdoor warning system for hazards such as carbon monoxide?

It depends on the nature of the event. This will be covered under the ERP which is required by the HCA and NFPA 855

Question #14

Will the Board of Health receive any updated emergency response plans and have access to all emergency, air monitoring, and toxic exposure plans and test results? If training is needed, will it be provided by an independent source?

The BOH of health are not first responders. The ER and all other documents will be public documents. The Large-Scale Fire Testing will provide air monitoring, and toxic exposure plans and test results and will be public information as well. These are requirements of the HCA and UL9450A (Item 9 of the Appendix)

Will the Board of Health have the authority to order independent inspections, tests, and air quality monitoring, and receive all results? Will they be notified of any violations, required permits, or approvals, and included in all health and safety communications?

The BOH does not have the authority to order independent inspections since they do not have jurisdiction. If there is a HazMat event they will be notified and receive LSP reports from the property owner.

Will penalties for noncompliance be enforceable by the town and the Board of Health, with the chair or co-chair included in all related communications?

It depends on the type of non-compliance. Code Compliance is enforceable by the jurisdictional entity which could be the FD or the Building Department.

Question #15

We received a breakdown showing where some of the monies are allocated. What about the rest of the funds, and what is the plan for them?

I am not sure of the specifics of your request but this table may help:

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Breakdown + Notes	When Received/Annual vs. Fixed	Amount	Annual Multiplier	
Reimbursement (EFSB Review)	Effective Date Fixed	\$250,000	1	\$ 250,000
Energy Study	Construction (One time) Fixed	\$50,000	1	50,000
Muni EHV program	Construction (One time) Fixed	\$150,000	1	150,000
Peer Review	Construction (One Time) Fixed	\$100,000	1	100,000
FD training	Construction (Annual)	\$50,000	20	1,000,000
FD equipment	Construction (Annual)	\$10,000	20	200,000
Property Value Fund (18 units)	replenishing	\$50,000	1	50,000
Food Bank	COD (Fixed)	\$50,000	1	50,000
FD technical equipment	COD (Fixed)	\$80,000	1	80,000
Youth Sports	COD (Fixed)	\$50,000	1	50,000
parks and rec	COD (Fixed)	\$50,000	1	50,000
Aging Council	COD (Fixed)	\$50,000	1	50,000
Stormwater	COD (Annual)	\$70,000	20	1,400,000
MUNI facilities	1st year of operation Fixed	\$150,000	1	150,000
Construction Fire Training	2 Years during Construction	\$60,000	2	120,000
				\$ 3,750,000

Questions #16

How are payments under the HCA structured, and what happens if the company fails to make them on time or in full?

See table above. The payments are protected by a guarantee within the HCA 17. C.

- No later than thirty days prior to Construction Commencement, Hillman Energy Center shall deliver to the Town a parent guaranty from East Point Energy, LLC , Hillman Energy Center’s parent, in a form reasonably acceptable to the Town (the “Guaranty”). The Guaranty shall: (i) guarantee Hillman Energy Center’s obligation to make the payments due hereunder following COD, (ii) Hillman Energy Center’s other obligations hereunder, and (iii) be capped at an amount**

Questions Regarding HCA from Tewksbury Residents

equal to (A) from and after the date that is thirty (30) days after the Effective Date and through the date that is the fifth (5th) anniversary of COD, [xx million dollars (\$xx,000,000)], (B) from the date that is the fifth (5th) anniversary of COD until the date that is the tenth (10th) anniversary of COD, [xx dollars (\$xx,000,000)], and (C) from the date that is the tenth (10th) anniversary of COD until the termination of this Agreement, [xx dollars (\$xx,000,000)].[NTD – blanks to be completed with final agreed aggregate maximum amounts remaining due and payable under the HCA as of each milestone date]

Question #17

The plan states that a minimum of 30,000 gallons of dedicated fire water, 75% of which must be monitored, will be needed and refilled from the municipal supply unless sufficient on-site fire protection is provided. Will the town ensure that providing this water will not create problems for other residents or place a hardship on the municipal water system?

Yes, however it should be noted any major fire event does disrupt the municipal water system.

Question #18

If the lithium battery site causes nearby property values to decline, how will the town ensure that any resulting loss in property tax revenue does not negatively impact municipal services or shift the burden onto other residents?

From the literature, I have read the biggest potential impacts of these projects on property values are driven by direct visibility or audibility of the project. With the exception of one house within 100 ft, no residential properties will be visible from the project as they are not now. I have reached out to Medway, they also have a provision for property claims in their HCA. No one has used that provision in that community. I know of no one in Massachusetts that has successfully made a claim for loss of property value.

I have also attached a study that was done out of Penn State, "The Impact of Utility-scale Battery Energy Storage System Projects on Property Values in California, Massachusetts, and New York." The paper finds that houses near an operational utility-scale BESS project do not experience significant price changes compared to houses farther from the same project.

<https://repository.upenn.edu/entities/publication/985ee8b2-3228-4a70-8f6e-0a92d757fc82>

Questions Regarding HCA from Tewksbury Residents

The Town is doing everything it can to ensure, if this is permitted by the EFSB, that it is safe and does not have a negative impact on the surrounding neighborhood.

Question #19

Will there be regular community notifications about safety incidents, near misses, or air monitoring results?

During construction a website will be maintained for this purpose and the Select Board will be provided updates. The Town will be notified of any events that occur on site that pertain to public safety.

Section 16 of the HCA

Community Updates

- 1. Hillman Energy Center agrees to provide promptly to the Town copies of material filings and other material information submitted or received in connection with such proceedings in any filing before an agency or department of the Commonwealth in connection with the Project as may occur. Hillman Energy Center shall, to the extent reasonably practicable and not prohibited by any Applicable Laws, provide reasonably promptly to the Town notice of and, where possible, a hyperlink to, all other material filings and other material information submitted or received before the Federal Energy Regulatory Commission or any other federal agency and ISO-NE that involve Hillman Energy Center.**
- 2. Once construction commences, Hillman Energy Center shall establish a community outreach plan with Tewksbury officials that will provide for timely public dissemination of information regarding construction schedule, work hours, etc. (“Community Outreach Plan”). Hillman Energy Center will keep Tewksbury reasonably apprised of progress in constructing the Project and shall identify and describe, as promptly as practicable, any significant construction issue which might be reasonably expected to affect the interests of Tewksbury, and provide not less than one day advance notice of any need to conduct construction activities after the standard construction day shift set forth in accordance with Section 10 of this Agreement.**
- 3. Hillman Energy Center shall periodically (but 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 Tewksbury at meetings of the Select Board, describing its progress in obtaining necessary**

Questions Regarding HCA from Tewksbury Residents

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.

Hillman Energy Center shall create and maintain a web page that it will provide updates to the community with status and progress reports on the permitting, construction, and operation of the Project and any material changes thereto.

Question # 20

How will residents be notified promptly in the event of an emergency at the lithium battery site, and will the Board of Health have real-time access to all safety, air quality, and incident reports?

Refer to the answers to Question 13 and 14.

Q: There are one time payments going to Youth Sports, Parks & Rec and the Food Bank. Why is that money not being invested in to the COA for programs that the Senior Citizens affected by this proposal can benefit from? Assistance with selling their property, relocating, legal representation, and even, God forbid, shelter, should there ever be a time when they need to evacuate, are examples of programs that could be beneficial to them should this become a reality.

A: **The Town must consider these social payments from a global perspective. It was therefore decided that each social discipline would receive the same amount in the interest of equity. Other provisions within the HCA address some of the things you mentioned; like the Property Value Protection Fund and the Emergency Response Plan.**

Q: I also brought up the issue with water. Our town has to buy their water from outside resources. How will this affect our ridiculously high bills? Why not use a portion of the anticipated revenue to help lower those bills? Maybe use some of the anticipated revenue to reduce the residential storm water fees? In a worst case scenario, if fire should spread to nearby homes and businesses, the need for water could become so high that it affects residential availability.

A: **The Town do not buy water from Lowell. We have our own water treatment plan that extracts water from the Merrimack River through a NPDES permit. We also included in the HCA a provision to receive annual Stormwater Revenue of \$70,000. This is in the Payments Section of the HCA under paragraph H.**

Questions Regarding HCA from Tewksbury Residents

Annual contributions to the Town's Stormwater Enhancement Program, designed to promote programs and infrastructure enhancements that will assist in the compliance of targeted removal thresholds of stormwater contaminants. (the » Stormwater Enhancement Payments«);

This will impact the stormwater fees you referenced.

Q: I understand the need for the town to “negotiate “ however I do not understand why the town cannot take the stance that this is not wanted here. Based upon the Host Agreement, it appears that the town is giving in to a lot of things such as the devaluation of property as an example. That Host Agreement should be negotiated in the best interest of the residents’ well being, not the town’s financial interests. It will only take one injury in the line of duty claim to cause financial damage.

A: **While I understand your position the Town and the Board have taken the position that in order to ensure all the protections necessary for the Town, we must draft the strongest HCA possible in the event that the permit is granted.**

Q: Will our neighboring communities (Billerica, Wilmington and Andover) be properly training and properly equipped to assist should something happen? Those 3 towns are the ones we call for backup when a situation becomes larger than what our firefighters can handle. How can you expect them to assist with, at a minimum, evacuating the residents of that area if they don’t have proper Personal Protection Equipment to protect them from the fumes and gases? All training, necessary equipment to combat a catastrophic event and all PPE for Tewksbury and all of its surrounding communities should be at the expense of Hillman. It should not be a reimbursement up to a certain amount - they should be expected to cover it all, 100%.

A: **The Town is receiving training money of \$50,000 annually.**

The Town is receiving \$10,000 annually for supplies needed to respond to this facility.

The Town is receiving a on-time payment of \$80,000 for technical rescue equipment needed to respond to this facility.

The District 6 HAZMAT team is equipped to respond to events like this and would be called during a major event at this facility as well as mutual aid.

Q: A few other things I would like to note - it was said that the BoH is not a governing body in all of this which is true. However, the purpose of that board is to protect,

Questions Regarding HCA from Tewksbury Residents

safeguard, and promote the health, safety, and well-being of the community. It is crucial that you involve them in your negotiations. They are the experts in what they do, just as the Select Board and Town Manager are experts in what they do. They deserve to be heard, and on behalf of the residents they deserve representation, unconditionally. It was also said that the community should not be attacking the TM but at some point the Select Board made the conscious decision to allow him to be the point person of this project so yes, the residents are rightfully going to attack and blame him.

A: The office of the Town Manager has been engaged with the BOH since October. The Town recommended the BOH become an intervening party and assisted them with legal counsel to become an intervening party.

The Town Manager's Office presented before the Board on November 20th, January 15th, and most recently at the January 28th joint meeting. Several meetings virtually and in person have been held with the Chair of the BOH and the BOH Director. The Town Manager, the Chair of the Select Board and the Chair of the BOH, and one member of the BOH reviewed the HCA before it became a public document. The Director of the BOH was present on the tour of the Carver facility. It is very well documented that the BOH has been included in the process.

I have some serious concerns regarding the last meeting.

1. Battery is the most expensive method of generating electricity.

When re-charging there is a loss of 18-20%.

In addition, during re-charge Toxic Fumes will be released into our air.

All companies involved intend to earn new revenue.

Hillman, Tewksbury, East Point Energy of VA, Equinor of Norway, State of Mass. & Town of Tewksbury.

How is this possible?

This will be on our Electric Bill?

Bio-Diesel generators could produce more Voltage without the risks.

2. Competing Lawyers?

The Towns Lawyer, Mr. Bernstein has been successful in the last seven (7) towns he has represented, which all have installed Batteries.

The Board of Health needs their own Lawyer who is focused on the Towns Health & Safety, not installing Batteries.

The Town Manager has allowed East Point to use the Town's Web Site.

As the Select Board person mentioned we can fix this in our next Election. This includes the Select Board, our Governor and

Questions Regarding HCA from Tewksbury Residents

our Legislators.

Who purchased the Fake Emails from out of State?

3. The Town Manager.

I know he only works for the Select Board.

I have been in three (3) meetings with him and he has given a different answer on the same question each time?

The Town Manager is not a very good representative of the Town, nobody believes him???

4. The people I have spoken with, would prefer an increase in Real Estate Taxes as opposed to a ticking Time Bomb within 600 Yards!

If a fire should occur we will have been exposed to Toxic Fumes before the Fire Dept. is contacted thru Texas.

I have lived in Tewksbury since 1965, Foster Rd., Rogers St., Green Meadow Dr. & Emerald Ct.

I have never seen a Select Board which their first interest was not the Safety & Health of the Town.

This Select Board is not interested???

Thank you,
Ray Adams
1203 Emer

Mr. Adams,

While I don't agree with some of the information you stated. I cannot respond to the accusations about me because you did not provide information to support them.

As most of this email appears to be opinion rather than a question, I will end my response there.

Q: I moved to the Magnolias last March, right around the time that information was trickling to the public about the Lithium facility. The general public was not privy to the possible Lithium facility. Had I known about it, I would not have moved here.

I searched for information. As I'm sure you are aware, there were four places evaluated for the facility. Each of the four places could have been approved – with variances of course. The present location was chosen for monetary reasons – it will be least expensive to construct. The almighty dollar controls everything....and takes precedence over our lives.

Questions Regarding HCA from Tewksbury Residents

Another consequence of the Lithium facility will be a constant noise. The anticipated decibel level is not officially stated and will eliminate peace and quiet – especially at night when trying to sleep.

Can anything be done to prevent this facility from being constructed at the present planned site which is near hundreds/thousands of residents? If there ever is a mishap – we are all doomed. The absurdity of an “escape route” is absolutely laughable.

A: The decision is made by the EFSB not the Town. We are working to ensure that all protections and safeguards are incorporated if it is approved.

Q: Regarding the timing of resident's notification that a problem has occurred at the site, does this facility include an audible warning for the area at the same time as that notification is sent to the 24/7 monitoring system? It sounded as though it could take at least 15 minutes for the envisioned chain of communications to reach the first responders here in Tewksbury. Those children playing in their yards would already be hit by the fumes and dangerous chemicals before anyone knows to bring them inside or start running.

A: The response time for the Tewksbury Fire Department is four minutes to this location. They would be notified immediately if there was something happening at the site. Upon arrival they would stop at the Incident Command Post (ICP) and assess the situation from there act accordingly.

Q: If that company is so sure there will never be a leak or disaster, why did they fight so hard to keep their liability costs to each resident so low? If there's no danger, why not insist they get insurance to cover everyone for a \$1M within a 2 mile radius, since they won't ever need it?

A: Through the HCA They are required to have insurance to cover incidents with a cap of \$20 Million per incident. This is in Exhibit B of the HCA:

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-**

Questions Regarding HCA from Tewksbury Residents

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.**

Q: Are you that sure it's safe? Would you want to live near this site? Would you want your parents or children to live there? Sounds like they can buy an apartment there now for a song.

Why were residents first given the opportunity to speak only after the Host Community Agreement had already been finalized?

A: **The HCA is not finalized. It is still a draft document subject to change. However, it did not make sense to present the document until all the major elements were agreed to in principal. All the concerns raised in the emails presented and the questions asked at the meeting of the January 28th have been included in the HCA in some capacity.**

Q: If I were to understand how they were talking about these battery storage units, am I correct to understand that each little building houses a certain amount of these batteries. And that if one of these little buildings should catch fire, it is self contained within that little building? That it would not cause another little building to catch on fire? Because if that is the case, then there is no chance that the entire area could catch on fire, just due to one little fire starting?

A; **You are correct. The latest technology requirements of UL9450A is that the fire must be contained to one unit and the other units should not catch on fire. The technology used for this battery is Hithium and it has passed a Large Scale Fire Test.**

This is a link to that test:

https://www.google.com/search?q=hithium+large+scale+fire+test&rlz=1C1ONGR_enUS1136US1136&oq=hithium+large+scale+fire+test&gs_lcrp=EgZjaHJvbWUqBwgAEAAyGAAQyBwgAEAAyGAAQyDQgBEAAyhgMYgAAQYigUyDQgCEAAyhgMYgAAQYigUyDQgDEAAyhgMYgAAQYigUyBwgEEAAy7wUyBwgFEAAy7wUyCggGEAAyGAA

Questions Regarding HCA from Tewksbury Residents

[QYogQyCggHEAAYgAQYogTSAQg5NDIyajBqNKgCALACAA&sourceid=chrome&ie=UTF-8#fpstate=ive&vld=cid:08411ae7,vid:jx-Cfy4GWr8,st:0](https://www.townofte-wksbury.com/DocumentCenter/View/10000/QYogQyCggHEAAYgAQYogTSAQg5NDIyajBqNKgCALACAA&sourceid=chrome&ie=UTF-8#fpstate=ive&vld=cid:08411ae7,vid:jx-Cfy4GWr8,st:0)

Q: I also found it interesting when that gentleman, Mr. Martel, got up and spoke and mentioned how close he lives to the proposed site. One of his concerns he mentioned was the constant buzzing 24 hours a day. I've heard nothing about any noise pollution do you know anything about noise pollution that would be emitting from this storage facility?

A: **These issues are addressed in the HCA in Section 10 below:**

10. Noise and Visual Mitigation

The Parties agree that there are abutting landowners to the Project that may have visual and noise impacts as a result of the Project. Hillman Energy Center agrees to use reasonable efforts to mitigate these impacts as follows during construction and operation of the Project and as further provided in Hillman Energy Center's Construction Management Plan:

- 1. Hillman Energy Center's active construction of the Project will be conducted in accordance with Tewksbury General Bylaw Section 8.12 and other applicable Laws but in no case, except as set forth below, shall be outside of the following hours: Monday – Friday, 7:00 a.m. to 5:00 p.m. No construction shall be conducted on legal holidays. Under no circumstances shall these hours be altered without the written approval of the Town Manager in his/her sole discretion.**
- 2. Hillman Energy Center shall use best efforts to respond to complaints received by the Town about noise from construction and/or operation of the Project and Hillman Energy Center shall undertake any and all commercially reasonable actions to address such complaints. Hillman Energy Center shall assign one representative to handle all complaints from the public and or the Town and shall notify the Town of the name and contact information for such person.**
- 3. Hillman Energy Center shall use commercially reasonable efforts through final design and construction of the Project to shield abutting properties from increases in noise and visual impacts. Hillman Energy Center shall accomplish this in part through plantings, landscaping, buffering walls, berm development, and/or fencing that shall be properly maintained throughout the course of the**

Questions Regarding HCA from Tewksbury Residents

Term of the Agreement. Hillman Energy Center shall, in this regard, comply with all requirements and conditions mandated by the EFSB.

- Hillman Energy Center shall establish a post-construction sound monitoring protocol for the Town with the Massachusetts Department of Environmental Protection and the Town Manager, or his/her designated representative. Hillman Energy Center shall perform post construction sound monitoring as required by the EFSB and shall promptly forward the results of any required testing directly to the Town Manager. The Town Manager, or his/her designated representative, may witness the post construction operational sound level measurements. Sound levels from the facility will comply with all applicable state requirements.**
-

Q: Recent safety regulations proposed by the EFSB require more robust evidence of safety than is stipulated in the HCA. This is especially true for facilities in residential areas. Incidents involving BESS units in 2025 and 2026 highlight the continued risks such as thermal runaway, toxic gas release, and delayed ignition. For example, Los Angeles County Firefighters recently issued a cease-and-desist notice for a proposed facility, citing unacceptable and foreseeable danger of thermal runaway and cascading battery failure, deflagration and explosive overpressure events, release of highly toxic gases, including hydrogen fluoride, and delayed ignition and re-ignition without warning. Their request is dated January 2 of this year and is in reaction to a proposed new facility utilizing new technology. The safeguards listed in the HCA are standard tests that are generally acceptable for regular operations. How does the HCA protect against the risk listed by the Los Angeles County firefighters?

A: More context is needed to be able to answer this question.

Q: The HCA provides proof that there are safety risks associated with the Hillman facility by acknowledgement of the fact that property values within a half mile of the facility will decrease. If the facility is truly safe, property values should not decline. Furthermore, the loss in value of 18 condos will affect the entire Emerald Court community by lowering the selling price of all units. Rather than relying on precedents from another town such as Medway, the Select Board should have considered that condo community values are very different from individual and separated homes values. For example, the configuration of condos with only one egress ties the condos together in value and safety. Before finalizing the agreement, I urge the Select Board to consult Emerald Court residents to identify their preferred mitigation measures, rather than relying solely on precedents from other towns. Our

Questions Regarding HCA from Tewksbury Residents

community would benefit from enhanced landscaping, chemical monitoring systems, alarm systems, and property improvements such as new roofing—measures that would help protect residents and maintain property values.

A: The addition of the Property Value fund was pursued at the request of your group not as a recognition of loss of property value loss.

From the literature, I have read the biggest potential impacts of these projects are driven by direct visibility or audibility of the project. With the exception of one house within 100 ft no residential properties will be visible from the project as they are not now. I have reached out to Medway they also have a provision for property claims in their HCA. No one has used that provision in that community. I know of no one in Massachusetts that has successfully made a claim for loss of property value. The amount was arrived through negotiations with Hillman.

I have also attached a study that was done out of Penn State, "The Impact of Utility-scale Battery Energy Storage System Projects on Property Values in California, Massachusetts, and New York." The paper finds that houses near an operational utility-scale BESS project do not experience significant price changes compared to houses farther from the same project.

<https://repository.upenn.edu/entities/publication/985ee8b2-3228-4a70-8f6e-0a92d757fc82>

The Town is doing everything it can to ensure, if this is permitted by the EFSB, that it is safe and does not have a negative impact on the surrounding neighborhood.

The Town did meet with representatives of Emerald Court on two occasions. Once on April 3rd with representatives from Emerald Court and June 26th with Emerald Court Trustees. The Select Board also held a meeting open to the public on March 4th where Hillman presented the details of their project and most recently on January 28th where 2 hours of public participation was included. Landscaping and new roofing were never brought up at those meetings. The Incident Command Post required by the HCA and NFPA 855 provides alarm systems and will let the department know if there are gas emissions. The HCA also provides for the purchase of Chemical monitoring devices.

Questions Regarding HCA from Tewksbury Residents

Q: Based on my review of the HCA, which only became available on the evening of January 28, will the ERP mentioned in the HCA document include town safety such as an evacuation plan for nearby residents in the event of a thermal runaway?

A: Yes it will.

Q: What proportion of the insurance fund will be available to residents for property loss and health costs in case of thermal runaway?

A: \$20 Million per event.

Q: Will the third-party fire expert be selected by the Town Manager? If not, then who will be responsible? Will the surrounding community members have an option to choose?

A: The Town Manager

Q: Will the Town be able to issue a termination notice to the Hilman project if the noise emission is greater than 10 decibels above ambient sound? Has the Town ordered an assessment of the ambient sound? The ambient sound at my property was reported as "R3" in "The Sound Level Assessment Report" prepared for East Point Energy by Epsilon Assoc. Since I did not give Epsilon permission to enter my property, I hesitate to accept Epsilon's measurement.

A: These are the provisions on noise regulation included in the HCA

10. Noise and Visual Mitigation

The Parties agree that there are abutting landowners to the Project that may have visual and noise impacts as a result of the Project. Hillman Energy Center agrees to use reasonable efforts to mitigate these impacts as follows during construction and operation of the Project and as further provided in Hillman Energy Center's Construction Management Plan:

- 1. Hillman Energy Center's active construction of the Project will be conducted in accordance with Tewksbury General Bylaw Section 8.12 and other applicable Laws but in no case, except as set forth below, shall be outside of the following hours: Monday – Friday, 7:00 a.m. to 5:00 p.m. No construction shall be conducted on legal holidays. Under no circumstances shall these hours be altered without the written approval of the Town Manager in his/her sole discretion.**

Questions Regarding HCA from Tewksbury Residents

- 2. Hillman Energy Center shall use best efforts to respond to complaints received by the Town about noise from construction and/or operation of the Project and Hillman Energy Center shall undertake any and all commercially reasonable actions to address such complaints. Hillman Energy Center shall assign one representative to handle all complaints from the public and or the Town and shall notify the Town of the name and contact information for such person.**
- 3. Hillman Energy Center shall use commercially reasonable efforts through final design and construction of the Project to shield abutting properties from increases in noise and visual impacts. Hillman Energy Center shall accomplish this in part through plantings, landscaping, buffering walls, berm development, and/or fencing that shall be properly maintained throughout the course of the Term of the Agreement. Hillman Energy Center shall, in this regard, comply with all requirements and conditions mandated by the EFSB.**
- 4. Hillman Energy Center shall establish a post-construction sound monitoring protocol for the Town with the Massachusetts Department of Environmental Protection and the Town Manager, or his/her designated representative. Hillman Energy Center shall perform post construction sound monitoring as required by the EFSB and shall promptly forward the results of any required testing directly to the Town Manager. The Town Manager, or his/her designated representative, may witness the post construction operational sound level measurements. Sound levels from the facility will comply with all applicable state requirements.**

Q: I have read this plant would not be allowed under new regulations ,a question was asked about this and would this project be grandfathered in I believe the town attorney said it would not be .

A: I do not have the answer to this question. I do believe the new standards are more rigorous.

Q: Recitals Section States:
“WHEREAS, Hillman Energy Center has acknowledged that the Project is willing to provide tax payments to the Town, including, without limitation, community preservation funds equal to one percent (1%) annually of payments due pursuant to any PILOT or Tax Agreement, over the twenty-year life of the anticipated Tax Agreement, of not less than \$2,000,000 (assuming the Project built is a 4 hour duration) and is committed to negotiating in good faith with the Town for a tax

Questions Regarding HCA from Tewksbury Residents

agreement to memorialize this commitment;”

How does this relate to the Pilot agreement under negotiation?

A: This establishes a minimum expectation. The Pilot still has to be negotiated. It is based on the value of the project, which has not been determined yet. The calculation to get to \$2 Million was based loosely on a value of \$109 Million. I would expect the value to be much higher this, in turn, would drive up the final annual payment in the Pilot agreement.

Q: Exhibit E Questions:

1. When will it be completed and available?
2. 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)?

A: This cannot be determined yet because we do not know the value of the project. Permit fees are based on construction value. It can be assumed that it would be much higher than \$1.35 Million. Other communities have ended up in court because these fees were claimed to be disproportionate to the level of inspection work that is done. Also, the project will be paying directly for third party review.

Q: Section 6.H: Stormwater Enhancements does not specify the amount to be contributed, while Exhibit D mentions \$70,000. Please confirm the amount.

A: Yes it is \$70,000

Q: Section 11.C: Road Repair only mentions Hillman Street, Clinton Street, Court Street, and Washington Street.

Why were Main Street, Old Boston Road, Archstone Avenue, Dock Street, and Rockland Street not included?

A: The streets mentioned in Section C of the Traffic Section are streets where construction traffic is going.

Q: Section 17.C: Insurance and Indemnification does not have dollar amounts listed in Section C.

Please provide the dollar amounts.guaranteewould

Questions Regarding HCA from Tewksbury Residents

A: This is essentially bond amount to guarantee that Hillman will honor the agreement. If they do not the Town would seek restitution through this guarantee. It gets smaller as the agreement ages. The amounts will be finalized at a later date when the value of the HCA is finalized.

Q: Please explain in detail how the \$3.8 million dollars in payments to the Town through the HCA was calculated.

Breakdown + Notes	When Received/Annual vs. Fixed	Amount	Annual Multiplier	
Reimbursement (EFSB Review)	Effective Date Fixed	\$250,000	1	\$ 250,000
Energy Study	Construction (One time) Fixed	\$50,000	1	50,000
Muni EHV program	Construction (One time) Fixed	\$150,000	1	150,000
Peer Review	Construction (One Time) Fixed	\$100,000	1	100,000
FD training	Construction (Annual)	\$50,000	20	1,000,000
FD equipment	Construction (Annual)	\$10,000	20	200,000
Property Value Fund (18 units)	replenishing	\$50,000	1	50,000
Food Bank	COD (Fixed)	\$50,000	1	50,000
FD technical equipment	COD (Fixed)	\$80,000	1	80,000
Youth Sports	COD (Fixed)	\$50,000	1	50,000
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Stormwater	COD (Annual)	\$70,000	20	1,400,000
MUNI facilities	1st year of operation Fixed	\$150,000	1	150,000
Construction Fire Training	2 Years during Construction	\$60,000	2	120,000
				\$ 3,750,000

The annual at construction, \$130,000 is paid to the Town for 20 years. Therefore, the real value is \$2.6 Million.

Questions Regarding HCA from Tewksbury Residents

Q: First, I am concerned about how community benefit funding is being discussed. At a recent meeting, “sports” were referenced without any clarity as to what programs are being funded. Are these school-based sports or Town-run programs? Parks & Recreation has already received \$50,000, so it is unclear why additional funding would again be directed toward sports. This approach benefits only some children in town and excludes many residents. Community benefits should be distributed in a way that serves the entire town, not a limited group.

A: **The Town must consider these social payments from a global perspective. It was therefore decided that each social discipline would receive the same amount in the interest of equity. Youth Sports has the flexibility to address infrastructure needs of Youth Sports Programs**

Q: Second, I am deeply concerned about the financial exposure to the Town. Homes near this facility, particularly senior and over-55 housing, are likely to be assessed at lower values, resulting in a loss of tax revenue. What is the plan to replace that lost revenue? Will taxes be raised on other residents to offset it? This issue has not been addressed publicly.

A: **The addition of the Property Value fund was pursued at the request of your group not as a recognition of loss of property value loss.**

From the literature, I have read the biggest potential impacts of these projects are driven by direct visibility or audibility of the project. With the exception of one house within 100 ft no residential properties will be visible from the project as they are not now. I have reached out to Medway they also have a provision for property claims in their HCA. No one has used that provision in that community. I know of no one in Massachusetts that has successfully made a claim for loss of property value. The amount was arrived through negotiations with Hillman.

I have also attached a study that was done out of Penn State, "The Impact of Utility-scale Battery Energy Storage System Projects on Property Values in California, Massachusetts, and New York." The paper finds that houses near an operational utility-scale BESS project do not experience significant price changes compared to houses farther from the same project.

<https://repository.upenn.edu/entities/publication/985ee8b2-3228-4a70-8f6e-0a92d757fc82>

Questions Regarding HCA from Tewksbury Residents

The Town is doing everything it can to ensure, if this is permitted by the EFSB, that it is safe and does not have a negative impact on the surrounding neighborhood.

The Town has no plan or expectation to have to raise taxes for lost revenue.

Q: I have submitted questions, yet significant gaps remain. The Host Community Agreement, as discussed, does not clearly establish that the developer is financially responsible for all impacts. If there is a major incident, injury, or disaster, the Town could face enormous costs, including legal, environmental, and emergency response related expenses. The developer must be fully responsible for all such costs.

I am also concerned that the developer is structured as an LLC. This raises important questions about liability and long-term accountability. I would like confirmation that adequate insurance coverage is in place, that it has been independently verified, and that coverage is guaranteed for the full operational life of the project. East Point Energy is known for selling properties, which further raises concerns about who remains responsible if ownership changes. The fact that the owner's residence is also held in an LLC underscores the importance of ensuring that liability does not disappear through corporate restructuring.

A: **The insurance provisions in the HCA cover these issues including if the property is transferred.**

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.**

Questions Regarding HCA from Tewksbury Residents

- 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.

EXHIBIT B: INSURANCE MINIMUM COVERAGES

Questions Regarding HCA from Tewksbury Residents

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

- 3. 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.**
 - 4. 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.**
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Q: Myself and many others have submitted questions over the past few days. Will these questions be reviewed and considered before any approval or signing of the Host Community Agreement? I hope the Select Board ensures that residents receive clear and complete answers before moving forward.

A: Yes

Q: Third, there are serious unanswered questions about emergency response. Residents in other towns watching this process have raised concerns about whether mutual aid fire departments would be required to assist in a battery incident, whether specialized equipment or protective gear would be needed, and who would pay for that equipment, training, and overtime. If firefighters from surrounding towns respond, who is compensating them for their time and resources? These questions have been raised repeatedly and remain unanswered.

A: The Town is receiving training money of \$50,000 annually.

The Town is receiving \$10,000 annually for supplies needed to respond to this facility.

The Town is receiving a one-time payment of \$80,000 for technical rescue equipment needed to respond to this facility.

The District 6 HAZMAT team is equipped to respond to events like this and would be called during a major event at this facility as well as mutual aid.