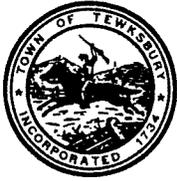


**SELECT BOARD  
MEETING**

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**JANUARY 28, 2026**

**SELECT BOARD OFFICE**



**SELECT BOARD**  
**TOWN OF TEWKSBURY**  
TOWN HALL  
1009 MAIN STREET  
TEWKSBURY, MASSACHUSETTS 01876

MARK KRATMAN, CHAIR  
ERIC RYDER, VICE CHAIR  
RICHARD RUSSO, JR., CLERK  
JAMES F. MACKEY, III, MEMBER  
PATRICK HOLLAND, MEMBER

(978)-640-4300  
FAX (978) 640-4302

**Notice of Joint Meeting**  
**Board of Health and Select Board**  
**Wednesday, January 28, 2026, at 7:00 p.m.**  
Meeting Place: Town Hall, 1009 Main Street, Tewksbury, MA  
Main Hall  
Mark Kratman, Chair  
**Agenda**

**Scheduled Items:**

7:00 p.m. Review of Hillman Energy Center, LLC Host Community Agreement

**Residents**

**Adjourn**

**Next Select Board Meeting Date:**  
**February 10, 2026**  
**Meetings are televised on Comcast Channel 99 and Verizon Channel 33**  
**Meetings can be streamed at [Youtube.com/TewksburyTV](https://www.youtube.com/TewksburyTV)**

**REVIEW OF  
HILLMAN ENERGY CENTER,  
LLC. HOST COMMUNITY  
AGREEMENT**

## Appendix Bullet Points:

1. Hillman Energy Center, LLC proposes to construct a BESS project on two parcels of land, i.e., Parcel 35-6-MAIN and Parcel 35-7, at 73 and 75 Hillman Street in Tewksbury (the “BESS site”) The BESS site is bounded by Hillman Street to the south, high voltage powerlines to the west, railroad tracks to the north, and Clinton Street to the east. Generally, land uses surrounding the BESS site include existing electric transmission corridors and related infrastructure, residential, extensive wetland areas to the north and west, and commercial/industrial development to the east and south. The Project proposes installation of 169 BESS modules – consisting of lithium-ion batteries housed in above-ground storage cabinets and transformers on concrete slabs – on approximately 4.3 acres of land.
2. Hillman Energy Center shall be responsible for the payment of all permitting and inspection fees in effect at the time of application for each. *(Including AHJ Witness testing of Critical Life Safety Systems prior to Hot Commissioning of the batteries)*
3. Hillman Energy Center agrees to on-site inspections as reasonably required for approval of applicable local permits during construction or operation of the Project. *(Including 3<sup>rd</sup> party UL9540 Field Audit of National Electric Code requirements)*
4. *Hillman Energy Center agrees to cover the cost of a 3<sup>rd</sup> party reviewer for the City for the total submission package.* Hillman Energy Center shall provide Tewksbury with a onetime payment to reimburse it for costs incurred by the Town to retain independent consultants and counsel necessary for the Town to review and participate in any proceeding(s) regarding permits for the Project.
5. Hillman Energy Center shall provide annual public safety & emergency management training for responding to, and community preparedness for, BESS and electrical systems incidents.
6. 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 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.*
7. Hillman Energy Center shall ensure that the design, construction and operation of the Project conform to and comply with Applicable Laws (as defined below) including, but not limited to, *National and State Fire Codes* and NFPA 855 2026 Standard for the Installation of Stationary Energy Storage Systems, UL9540/9540A, and NFPA1.
8. *Per NFPA 855, via NFPA 1142, available fire water for the BESS project site will be a minimum of 30,000 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 75% of tank’s capacity.*
9. *Per NFPA 855, the selected battery technology will require a Large-Scale Fire Test representative to the layout to be used on site. The data from this test will be incorporated into the HMA and provide evidential validation for the project layout regarding spacing between enclosures, to ensure non propagation between enclosures during an incident.*
10. *Site access will need to include multiple entry/egress points. A dedicated fire access road, from these access points, will encircle the BESS yard with a minimum width of 20’ and surfaced to support a 75,000 lb. fire apparatus in inclement weather conditions.*
11. *A First Responder’s Station or Incident Command Post (ICP) will be required near the main entrance and spaced a minimum of 100’ from the nearest BESS enclosure. The ICP should be located upwind of the BESS yard, and the fire access to the site should be upwind as well. The*

*ICP will serve as the muster point and contain a fire alarm annunciator panel to provide necessary incident data to first responders at site. If a fire water tank is included in the site layout, it should be collocated with the fire alarm annunciator at the ICP. The fire alarm will need to be monitored at a UL Listed Central Station per NFPA 72. If there is a secondary entrance to the site then an annunciator shall be placed there for first responder convenience.*

- 12. 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.*
- 13. A full functional test of the Critical Life Safety System will need to be conducted by project personnel and then separately witnessed by the local Fire Officials. This will be completed satisfactorily prior to any hot commissioning taking place. This functional test will need to include confirmation of the exhaust system's performance, demonstrating that it meets the minimum CFM output listed in the HMA as well as manufacturer's documentation.*
- 14. A full set of documents in accordance with NFPA 855 (2026 Edition) shall be supplied to the fire department as well as their third-party reviewers which includes but is not limited to (all references per NFPA 855 (2026 Edition)):*
  - a. Construction documentation for both the site and battery unit per Section 4.2.1.*
  - b. Manuals per Section 4.2.3*
  - c. Commissioning plan in accordance with Chapter 6*
  - d. Decommissioning plan and information in accordance with Chapter 8*
  - e. Emergency Planning and training per the HCA and Section 4.3 to include:*
    - i. Emergency Response Plan/Emergency Operations Procedures for all phases of the project (ie preconstruction, construction phase, commissioning phase, operational phases)*
  - f. A hazard Mitigation Analysis that covers both the battery enclosure and the site level per Section 4.4 to include.*
    - i. Fire Risk Analysis for both the battery and the site level*
    - ii. Plume analysis and modeling*
  - g. Combustible Storage near the battery enclosures shall be in accordance with Section 4.5 to include all MSDS.*
  - h. Equipment on site shall be in accordance with Section 4.6 and 9.3*
  - i. Designs and documentation that the Installation is in accordance with Section 4.7 and 9.5*
  - j. Smoke and fire detection shall be in accordance with Section 4.8*
  - k. Water Supply and documentation shall be in accordance with Section 4.9.5*
  - l. Emergency Power Supply and documentation shall be in accordance with Section 4.10 as well as based on the LSFT reports findings.*
  - m. Critical Safety System Control and Power and documentation shall be in accordance with Section 4.11*
  - n. System Interconnections to include disconnection means as well as proof of documentation to be in accordance with Chapter 5*
  - o. Fire and Explosion testing documentation and data in accordance with Section 9.2*
  - p. Calculations and modeling data to determine compliance with explosion control and prevention in accordance with Section 9.7.6.7.3*



accordance with the decommissioning plan as provided by Hillman Energy Center to the Town and in accord with all Applicable Laws and Good Industry Practice in place during time of decommissioning.

24. This Agreement shall be binding upon Hillman Energy Center and Tewksbury and each of Hillman Energy Center's successors and permitted assigns and inure to the benefit of and be enforceable by Hillman Energy Center, Tewksbury and each of Hillman Energy Center's successors and permitted assigns, as the case may be.
25. The Parties acknowledge that nothing in this Agreement shall be deemed to be an agreement by Tewksbury to issue or cause the issuance of any permit or approval, or to limit or otherwise affect the ability of Tewksbury or the Commonwealth of Massachusetts to fulfill its regulatory mandate or execute its regulatory powers consistent with Applicable Laws.