

COMMONWEALTH OF MASSACHUSETTS
ENERGY FACILITIES SITING BOARD

Petition of Hingham Municipal Lighting Plant	)	
Pursuant to G.L. c. 164, § 69J for Approval t to	)	
Construct a New Underground 115 kV Electric	)	
Transmission Line in Weymouth and Hingham,	)	EFSB 24-01
a New Substation in Hingham, and a New Tap	)	
Station in Weymouth, Massachusetts	)	

Joint Petition of Hingham Municipal Lighting	)	
Plant and NSTAR Electric Company d/b/a	)	
Eversource Energy Pursuant to G.L. c. 40A, § 3	)	
for Individual and Comprehensive Exemptions	)	D.P.U. 24-135
from the Zoning By-law of the Town of	)	
Hingham and the Zoning Ordinance of the Town	)	
of Weymouth, Massachusetts	)	

**RESPONSE OF HINGHAM MUNICIPAL LIGHTING PLANT TO THE REPLY BRIEF
FILED BY THE TOWN OF WEYMOUTH**

I. INTRODUCTION

On December 12, 2025, the Town of Weymouth (“Weymouth” or the “Town”), an intervenor in the above-captioned proceedings, filed a Reply Brief with the Energy Facilities Siting Board (“Siting Board” or “EFSB”). Because Weymouth’s Reply Brief included arguments and positions which should have been included in an initial brief, on December 15, 2025, Hingham Municipal Lighting Plant (“HMLP”) filed a Motion seeking the opportunity to file a response to Weymouth’s Reply Brief. On December 16, 2025, the Hearing Officer granted HMLP’s Motion.

In its Reply Brief, while Weymouth confirms that (1) it agrees that the additional energy resources associated with HMLP’s Project are needed to meet reliability objectives, and (2) it

favors the Preferred Route over the Noticed Alternative Route (Weymouth Reply Brief at 2, 5), the Town raises other unfounded concerns regarding the Project which warrant a response, as set out in the following section.

II. ARGUMENT

A. **The Siting Board Should Reject the Town's Proposal to Stay its Final Decision in this Matter Pending Submission of an Agreement Between HMLP and Weymouth.**

As an initial matter, HMLP states that it fully expects to reach an agreement with Weymouth regarding mitigation associated with the temporary disruption and impacts from construction of the proposed Project. HMLP and the Town have been in discussions regarding an agreement for months, and upon execution, HMLP plans to submit the agreement to the Siting Board.

However, it is important to note that the Siting Board has held that a Host Community Agreement (“HCA”) is a private agreement between two parties. *NSTAR Electric Company, d/b/a Eversource Energy*, EFSB 15-04/D.P.U. 15-140/15-141, at 94 (2018). While the HCA (or other similar agreement) can be entered into the record of a proceeding and can be the basis for conditions imposed by the Siting Board, ultimately “the HCA is a private agreement and it is not appropriate to incorporate the HCA into a decision.” *See Medway Grid LLC*, D.P.U. 22-18/22-19, at 16 (2023).

In its Reply Brief, the Town argues that the Siting Board should “stay any decision in this matter until the parties enter into a written Memorandum of Agreement/Community Benefit Agreement that would protect and refurbish the Towns infrastructure, environmental areas and the Jackson Square Development....” Weymouth Reply Brief at 7. Again, while HMLP fully expects to reach an agreement with the Town of Weymouth, and to submit that agreement to the Siting Board in advance of any Final Decision in these proceedings, given the Siting Board’s

clear precedent on HCAs, under current law it is not appropriate for the Siting Board to “stay” or otherwise delay its Final Decision in this matter until such time as the executed agreement is filed.

B. HMLP has Comprehensively Analyzed a Wide Range of Transmission and Non-Transmission Alternatives to the Proposed Project.

In its Reply Brief, the Town indicates that it has concerns as to whether HMLP has met its burden to present alternatives to its proposed Project, including (a) other methods of transmitting or storing energy; (b) other sources of electrical power or natural gas; or (c) a reduction of requirements through load management. Weymouth Reply Brief at 2. The Town goes on to state that “HMLP did not recommend any non-transmission alternatives (“NTA”) sources of energy such as Wind Resources, Solar Power with Battery Storage, or Emergency Generation.” Weymouth Reply Brief at 3.

While it is not entirely clear what point the Town is trying to make here, it is abundantly clear that HMLP fully and comprehensively identified and analyzed a wide range of transmission alternatives and NTAs. Specifically, HMLP has demonstrated that it analyzed the following transmission alternatives and NTAs in this matter:

- (1) Seven transmission alternatives, including the proposed Project – two of which would involve no construction in Weymouth. HMLP Initial Brief at 31-39; Exhs. HE-1, at 3-2 to 3-28; EFSB-PA-1(R). Indeed, HMLP looked closely at Option 3, an underground transmission line from National Grid’s North Abington Substation to South Hingham Industrial Park, and determined that Option 3, which would not involve any construction Weymouth, would be significantly more expensive, impose far greater environmental impacts and would be less reliable than the proposed Project. HMLP Initial Brief at 35-38, *citing* Exhs. HE-1, at 3-12 to 3-17; EFSB-PA-1(R), at 1.
- (2) Wind resources, which were rejected as a solution given the prohibitive equipment costs and the inability to acquire the land necessary to site this number of wind generation units as well as the concomitant battery storage capacity. HMLP Initial Brief at 40-41; Exh. HE-1, at 3-29.

- (3) Solar facilities, including a pairing of solar and battery storage, were determined by HMLP to be cost prohibitive, impractical due to significant land requirements, and not capable of meeting the identified need given battery storage capability and the potential duration of outages. HMLP Initial Brief at 41; Exhs. HE-1, at 3-30, EFSB-PA-5.
- (4) Emergency generators were fully addressed in response to Siting Board discovery and questioning at evidentiary hearings. HMLP determined that the emergency generators would need to be available 365 days per year, 24 hours per day to address the identified need and would be prohibitively costly at over \$300 Million over a thirty-year lifetime, not including the significant costs associated with interconnecting utility-scale generation to HMLP's distribution system, which was estimated to exceed \$20 Million. HMLP Initial Brief at 41-42; Exhs. EFSB-PA-10, EFSB-PA-5. Moreover, HMLP determined that the air quality and noise impacts associated with running such units would raise significant concerns. Exh. EFSB-PA-5.
- (5) Battery storage facilities on their own were considered and rejected by HMLP due to cost, space limitations and infrastructure connection issues associated with the siting of multiple mobile battery storage units. Moreover, because battery storage units need to be re-charged once depleted, HMLP determined that they would not be available during the entirety of an outage event, and as such, failed to meet the identified need. HMLP Initial Brief at 42; Exh. EFSB-PA-11.
- (6) Conservation and interruption of load both failed to meet HMLP's identified need for additional energy resources. While HMLP demonstrated that it aggressively pursues energy efficiency, load management, demand response, and electrification programs (Exh. EFSB-N-4), these programs – or interruption of load – do not meet the identified need because residents and businesses in Hingham would be without power when both lines currently serving Hingham are lost. HMLP Initial Brief at 39-40; Exh. HE-1, at 3-29.
- (7) Use of distribution ties were considered by HMLP. HMLP Initial Brief at 43-44. HMLP looked at five potential tie points with NGRID and determined that together, the excess capacity on these lines represented approximately 35% of HMLP's load and thus, was insufficient to meet HMLP's needs in the event of a N-1 or N-1-1 contingency. Exh. EFSB-PA-7(R).

HMLP's extensive analysis of both transmission and non-transmission alternatives demonstrates that the proposed Project is the only option that meets HMLP's identified need consistent with the Siting Board's cost, environmental and reliability goals. As such, HMLP has fully met its burden to both present and analyze alternatives to its proposed facility, despite the Town's unfounded and unclear concerns.

C. HMLP Has Demonstrated That it has Plans to Cross the Herring Run in a Manner That Fully Minimizes Environmental Impacts.

In its Reply Brief, the Town asserted that there is a “major risk” that HMLP could cause substantial damage to the Herring Run Brook, and that HMLP “did not provide any evidence to support its position that it would have the ability to cross the Bridge and Herring Brook without impacting these structures.” Weymouth Reply Brief at 6. However, nothing in the record supports these assertions.

While it is the case that both HMLP’s Preferred Route and Noticed Alternative Route cross the Herring Run Brook in Weymouth, it is also the case that there is extensive evidence in this proceeding detailing the methods HMLP will use to avoid or minimize impacts in crossing Herring Run Brook. HMLP has indicated that it will utilize trenchless crossing methods – either pipejacking or Horizontal Directional Drilling (“HDD”) – to install the New Line beneath the Herring Run Brook to avoid and minimize impacts. HMLP Initial Brief at 69, 70.

If pipe jacking is used, there is no risk of an inadvertent return of drilling fluids. If HDD methodology is used, precautions will be taken to avoid inadvertent releases into Herring Run Brook. Specifically, HMLP has indicated that its Contractor will evaluate the potential for inadvertent releases during the selection of the final bore alignment and in consideration of the specific equipment, materials and methods proposed by the Contractor. Exh. EFSB-W-1. Notably, the Contractor will be required to include specific methods of monitoring and reporting inadvertent releases, including response actions to be taken, in a Monitoring and Operations Plan and an Inadvertent Release Contingency Plan. Moreover, any site-specific conditions issued by the EFSB or other regulators will be incorporated into the HDD contract. Exh. EFSB-W-1. Finally, HMLP’s plans for crossing Herring Run Brook will be reviewed by the Weymouth Conservation Commission.

In sum, HMLP has demonstrated that it is aware of the issues associated with crossing Herring Run Brook and has proposed installing the underground transmission line below the Herring Run Brook using either pipe jacking or HDD technology to minimize or avoid entirely any environmental impacts. As such, HMLP has demonstrated that it has plans to cross the Herring Run Brook in a manner that minimizes environmental impacts.

D. HMLP Has Plans to Cross the Broad Street Bridge in a Manner that Protects the Integrity of the Bridge.

The Town also argues that it is not clear from HMLP's exhibits how HMLP intends to "cross" the Broad Street Bridge without causing substantial impacts to the bridge. Weymouth Reply Brief at 6.

As a preliminary matter, there is no evidence in the record of this proceeding relative to the Broad Street Bridge, its age, or condition. Moreover, there is little evidence in the record relating to the specific Town plans to replace the Broad Street Bridge. Of course, as a full party in the case, the Town had ample opportunity to provide evidence or issue discovery regarding these issues – but did not.

Notwithstanding the foregoing, HMLP notes that it is aware of Weymouth's plans to upgrade the Broad Street Bridge. Because neither the bridge design nor the design for HMLP's crossing has been finalized, HMLP is committed to working collaboratively with Weymouth throughout the design process to ensure that both projects are fully coordinated and that the proposed duct bank installation does not conflict with the future bridge substructure. To minimize potential construction-related impacts—such as vibration to the existing structure—should the HMLP project advance to construction prior to the Town's bridge replacement, HMLP is evaluating trenchless installation methods, including pipe jacking and HDD, as previously noted. HMLP anticipates that multiple coordination meetings among HMLP, Weymouth, and

their respective engineering teams will be held to develop an acceptable, mutually compatible design for both projects. *See* Exh. EFSB-G-4.

III. CONCLUSION

For the foregoing reasons, as well as for the reasons provided in HMLP's Initial Brief, the Siting Board should reject the arguments addressed herein as presented in Weymouth's Reply Brief.

Moreover, HMLP continues to work with Weymouth toward the execution of an HCA (or other similar agreement). These negotiations are ongoing and HMLP fully expects all matters to be resolved in the near term, at which point the agreement will be submitted to the Siting Board. This response to Weymouth's Reply Brief is submitted to ensure that the record is clear on the issues raised by the Town.

Accordingly, HMLP respectfully requests that the Siting Board approve its request under G.L. c. 164, § 69J and G.L. c. 40A, § 3.

Respectfully Submitted,

Hingham Municipal Lighting Plant

By its attorneys,

/s/ Robert D. Shapiro
Robert D. Shapiro
Diedre T. Lawrence
Duncan & Allen NE, LLC
25 Braintree Hill Office Park, Suite 200
Braintree, MA 02184
(617) 817-9365 (Shapiro)
(617) 435-2546 (Lawrence)
rds@duncanallen.com
dtl@duncanallen.com

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