NEW YORK STATE

PUBLIC SERVICE COMMISSION

Case 15-E-0302 – Proceeding on Motion of the Commission to Implement a Large-Scale Renewable Program and Clean Energy Standard

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COMMENTS BY RICHARD ELLENBOGEN ON

An Addendum to "An INES Type Scale to Rate BESS Incidents"

Confirmation of the necessity for this type of solution due to recent events in Suffolk County

June 7, 2026

ABOUT THE AUTHOR

Richard Ellenbogen is an active party in the case, a resident of the State of New York, the CEO of Allied Converters, and welcomes the opportunity to provide comments as requested by the Commission in the above referenced proceeding, issued in the May 18, 2023 “Order Initiating Process Regarding Zero Target”.

He is a Former Bell Labs Engineer that worked in the Power Systems Laboratory there. He has done work on the Utility System with NYSERDA and Con Ed. He also decarbonized his factory starting in 1999 and those measurements resulted in the Public Service Commissions Case 08-E-0751 to reduce power line losses. He was an invited speaker to a PSC Utility Conference in 2008 for that case on Line Loss Reduction that was initiated by Steven Keller of DPS based upon the author’s work at the factory and a paper written at the request of Con Ed after a factory visit. He was the Keynote Speaker at the 2023 Business Council of New York State’s Renewable Energy Conference and an invited speaker at the Dutchess County Chamber of Commerce meeting on Energy. He was an early adopter of renewable technologies going back to the 1990's and decarbonized both his home and his business two decades ago. Between 2006 and mid-2023, the business recycled or repurposed 100% of its waste and sent nothing to a landfill. From 2023 until the end of 2025, that figure has been 99% recycling/repurposing.

Over the past 20 years, the factory has generated between 60% and 85% of its electrical energy onsite with a carbon footprint approximately 30% - 40% lower than the Con Ed System, even prior to the closing of Indian Point. The total energy costs at the facility were $1.19 per square foot in 2024 and 2025 whereas the average energy costs in the Northeast United States for a facility of that type are between $4.00 and $7.00 per square foot. Despite energy costs increases in NY State and the Con Ed area during that time, the costs there have been flat due to increased investment in energy recovery infrastructure.

Over the past three years, he has explored adding energy storage to the systems at the factory to offset the likelihood of energy failures in the Con Ed service area that have been documented by the NYISO.in the 2025-34 Reliability analysis. He has been expecting that this would be a necessity since the CLCPA was passed in 2019 and has written extensively on the subject so the energy storage project has been on the schedule for over six years. An analysis of the proposed project done by the US DOE has indicated that by storing energy generated overnight by the over 70% efficient generation located on-site at the factory, an additional 24% carbon reduction could be obtained.

Introduction

On February 2, 2026 I filed a document in this case, 15-E-0302, **"The Intrinsic Danger of Siting Utility Scale Lithium Based Energy Storage Systems in Densely Populated Areas"**, that showed the potential harm to local communities of siting large Lithium based Battery Energy Storage Systems (BESS) in their jurisdictions. On Sunday, May 31, I filed a an additional document that expanded on the earlier work titled **"An INES Type Scale to Rate BESS Incidents and a Comparison of 50 Years of US Nuclear Generating Plant Operation with the Past 2-1/2 Years of BESS Operation in the United States".** The following document will explain why an independent rating system is so critical.

Major Issues Apparent in the Current BESS rating Hierarchy

On Friday, May 29 the Suffolk County Water Authority sued the owners of a BESS Facility in East Hampton, NY for the contamination of two water wells as a result of runoff from a BESS Fire on May 31, 2023. The wells were alleged to have been contaminated in the manner described in the February 2 document, "The Intrinsic Dangers ….". A different battery chemical is evident in the water supply, but the same method of contamination is described in the lawsuit. On June 2, Newsday printed an article on the topic. A copy of the article appears in Appendix 1. A copy of the Lawsuit appears in Appendix 2.

The EPRI BESS Fire Database contains a record of all reported BESS Fires. As will become apparent, the database is inadequate. Figure 1, below, has the EPRI record for the East Hampton fire in question. The database event description states that the fire was contained by an internal sprinkler system. *"A 'smoldering battery' was reported, closing down roads and stopping train service for about an hour until the fire was contained. NextEra reported that an internal sprinkler system contained the fire. "*

However, the suit alleges that 2.2 million gallons of water were used to suppress the fire. This quantity was based upon the sprinkler system requirements at the facility and the fact that it ran for 30 hours, not one as is implied by the entry in the EPRI database. The following will put 2.2 million gallons of water into perspective. A DOT 117 Train Tank Car, the largest rail tank car, can hold between 23,600 and 30,600 gallons of liquid, depending on the model. 2.2 million gallons would fill a 72 car long to 93 car long freight train and the water would weigh approximately 18 million pounds.

Coincidentally, I had been scheduled to speak on the evening of June 4 to a group of Suffolk County fire fighters. While no one will go on the record for fear of losing their jobs, according to conversations that I had with several fire fighters, the fire did not take one hour to put out as the EPRI record implies. It took many hours. The EPRI record is apparently a whitewash of the event. Further, the fact that the truth is being suppressed for political purposes presents a huge public safety issue. How many other records in the EPRI database must now be called into question?

Additionally, after three years, many of the fields in the EPRI record are blank and the bottom of the record it states, "*If you have any details or corrections you would like to contribute to the database please reach out to our Storage Safety email*."

The blank fields include "Extent of Damage", "Root Cause", "Failed Element", and the "Description" is at odds with reality. No one wants that information "On the Record" but in the name of public safety, it has to be. The amount of water used to suppress the fire should be an additional entry.

FIGURE 1 – EPRI BESS Database Record of East Hampton Fire

Failure Event - US, NY, East Hampton - 31 May 2023

Overview

Event Details	
Location:	**US, NY, East Hampton**
Capacity (MW):	5
Capacity (MWh):	40
Battery Module:	LG Chem
Integrator:	Haugland Energy Group
Application:	Resiliency, Utility Peak Reduction
Installation:	Substation
Enclosure Type:	Building
Event Date:	31 May 2023
System Age (yr):	4.8
Extent of Damage:	
State During Accident:	Operational
Description:	A 'smoldering battery' was reported, closing down roads and stopping train service for about an hour until the fire was contained. NextEra reported that an internal sprinkler system contained the fire.
Root Cause:	
Failed Element:	
Source:	East Hampton Star
Additional Resources:	[https://www.27east.com/east-hampton-press/fire-shuts-down-east-hampton-energy-storage-batteries-2165549/ 27east Haugland Group NYSERDA Power Technology BESS Permit]

Note: Missing values in this table reflect unknowns.

If you have any details or corrections you would like to contribute to the database please reach out to our Storage Safety email.

Category: Failure Event

Appendix 3 shows the available information that Perplexity AI could find on the event. Perplexity noted the lack of information in many of the fields of the EPRI record in Figure 1. In bold red font in the appendix appears the following, ***"This is effectively the closest thing to a concise "fire report" publicly accessible, but it is a secondary compilation drawing on local reporting, not a primary NFIRS or fire-service investigation document."***

This is an event that has contaminated two wells and there is concern about two others. For an event that has potentially contaminated 7% of the water supply of Suffolk County to have no discernible government record shows a failure of public policy, especially in light of the fact that these systems are being promoted by NY State to offset their failures regarding energy policy. How much environmental damage has to be done before government officials start doing their job of protecting their constituents, instead of trying to put band-aids on the wounds caused by their energy system mismanagement?

In the aftermath, Suffolk County must now find a new source of water at great expense and Suffolk County residents may experience water pressure issues because of the inability to use the contaminated wells.

Another aspect of this is that the Water Authorities test for PFAS on Long Island because they have the equipment for that and PFAS is a known issue. Sixteen months after the Moss Landing fire, researchers working in the marshes around that facility are still finding the markers for the Heavy Metals that are released during a BESS fire. Quoting one researcher, in italics, "*We are actually finally getting the results from our water sampling in the waterways near the Moss Landing BESS that we did for one year every month after the battery fire and the metal signal is there too.*

We have discovered that the metals dissolved very quickly, in a matter of weeks, in the soils and then the dissolved cathode metal components moved to the waterways and got exported out in the ocean during outgoing tides.

The same mechanism could also work in a different , non coastal setting, that is that the dissolved metals can diffuse to the groundwater and contaminate it."

If you read the environmental analyses from the Moss Landing BESS Fire in the days immediately after the fire, they stated that there was little to no environmental contamination. Similar claims were made about the East Hampton fire in its aftermath. Unfortunately for Vistra Energy, environmental researchers happened to be working in the marshes around the BESS facility in Moss Landing for several months prior to the fire and they had both the equipment to analyze the damage and the expertise to know how to use it. References to their work appear in the February 2 document filed with the PSC. To understand the negative impacts of ingesting heavy metals, the information is included in both prior documents. The major question that remains in East Hampton is how far from the two damaged wells the chemicals will migrate and no one can answer that accurately at the present time.

As the computer analysis in the May 31 document stated, "**A Stage 2–4 BESS fire releases a chemically complex, multi-pathway hazardous plume that would trigger federal reporting requirements under almost any other industrial sector."** Multi-pathway includes airborne, waterborne, and direct contact.

The apparent exemption of the battery industry from regulations that would apply to every other industry is now presenting major complications for the people of NY State.

CONCLUSION

When the May 31 paper was written, I had no knowledge of the lawsuit and the "hazardous plume" was only a highly likely outcome of a BESS Fire. Unfortunately, for the people of Suffolk County, the highly likely outcome is now their reality and government agencies are apparently trying to suppress the truth by silencing first responders that fought the fire while information filed with the EPRI database is essentially useless.

Taking the veracity of the Suffolk County Water Authority's Federally filed court document at face value, the 2.2 million gallons of water used on the fire is not speculative. The Water Authority would be fully aware of how much extra water they had to deliver on the days of the fire.

These BESS events need to be more clearly and thoroughly documented as the May 31 paper suggested, and a better database is needed. Further, the documentation has to be done by an independent agency, not the BESS System owners or the local governments caught in their economic gravity. The local politicians seem to be oblivious to the fact that they will also have to drink the contaminated water and their children will have to wear clothes washed with Forever Chemicals or heavy metal laden water. Further, the same environmental groups that pushed for the PFAS apparel ban in NY State have been silent on PFAS in the drinking water from BESS fires. However, searching their donor list reveals the potential for large donations from the energy industry and Lithium Battery installers. Hypocrisy knows no bounds.

There is plenty of blame to go around and the net combined effect is working against the health and well being of NY State residents. This needs to be fixed, and quickly.

APPENDIX 1- NEWSDAY ARTICLE Suffolk Water Authority Files Lawsuit Alleging Ground Water Contamination from a BESS facility

Suffolk water authority sues battery plant developer over alleged water contamination

The lithium-ion battery storage facility substation on Cove Hollow Road in East Hampton. A fire broke out at the facility on May 31. Credit: James Carbone

By Mark Harrington mark.harrington@newsday.comMHarringtonNewsUpdated June 2, 2026 12:48 pm

The Suffolk County Water Authority has filed a federal lawsuit against the owners of a utility-size battery energy storage facility in East Hampton, charging the energy companies contaminated nearby water wells in their effort to suppress a 2023 thermal-runaway fire at the plant.

Discovery of toxins in nearby water wells allegedly from the battery-fire has forced the authority to shutter two Bridgehampton wells at the height of the summer Hamptons peak season, and will result in millions of dollars in expenses to treat or replace the wells, according to the suit filed in U.S. District Court in Central Islip on Friday.

The water authority shut down the wells after toxic, so-called "forever chemicals" associated with water runoff from the fire suppression effort migrated from the plant, according to the suit. The wells are 2,500 feet south of the Cove Hollow Road battery facility, which has been rebuilt and back in operation since July 2024.

The suit names as defendants the East Hampton Battery Storage Center, which is owned by National Grid and NextEra, and LG Energy Solution, a large South Korean maker of the batteries. LIPA, which buys energy from the plant under a $55 million multiyear contract and hosts the facility on one of its substations, is not a named defendant.

WHAT NEWSDAY FOUND

- **The Suffolk County Water Authority has filed a federal lawsuit** against the owners of a battery energy storage facility in East Hampton, charging the companies contaminated water wells in their effort to suppress a 2023 fire at the plant.
- **Discovery of toxins in nearby water wells allegedly from the battery fire** has forced the authority to shutter two Bridgehampton wells and will result in millions of dollars in expenses to treat or replace the wells, according to the suit.
- **The water authority shut down the wells after toxic forever chemicals** associated with water runoff from the fire suppression effort migrated from the plant, according to the suit.

Spokespersons for the companies didn’t immediately respond to requests for comment.

Tests by the water authority have shown contaminants associated with the battery storage facility in the wells, including PFPrA, a per- and polyfluorinated alkyl substance (PFAS), at levels that exceed the 50 parts per billion New York State standard, according to the suit, which notes that other PFAS constituents also may be found as the authority continues its investigation.

The authority's equipment doesn't currently filter for the specific type of PFAS toxins introduced from the battery storage facility, the suit noted, resulting in the wells' shutdowns. "Any loss of production from the Bridgehampton wells seriously impedes the authority's ability to satisfy peak day demand in that pressure zone and could prevent the authority from meeting the state-mandated minimum water pressure in its distribution system," the suit added.

The water authority's suit stands in contrast to Gov. Kathy Hochul's declaration in 2023 that state investigations of fires at the East Hampton site and two other battery facilities did not introduce toxins of health concern into the environment. "Thankfully, the ... analysis shows no notable lasting impacts on the health or safety of the first responders or the communities they serve," Hochul said in a statement following release of a report.

The Hochul administration on Tuesday issued a statement in response to Newsday questions, saying, "While we cannot comment on pending litigation, immediately upon becoming aware of the situation, the governor reconvened the interagency fire safety working group. In addition, the state Departments of Health and Environmental Conservation are investigating any potential impacts to water quality."

The 29-page water authority complaint alleges that the 2023 fire caused a thermal-runaway event that led battery casings to open and release their contents. The authority is seeking repayment of expenses tied to the contamination and its impacts, plus legal costs.

"Large amounts of water applied to fight the fire ran off of the facility and onto the dirt road and undeveloped area south of [the storage center], conveying chemicals from the batteries along with it," the suit alleged, estimating that 2.2 million gallons were used to put down the fire. "The contaminated fire suppression water percolated into the ground and transported [battery] contaminants to the groundwater, through which [the battery center's] contaminants migrated to wells in the [water] authority's Bridgehampton Road well-field."

The suit charges that the company's fire suppression system presented hazards. "Spraying water directly on burning lithium-ion batteries was known at that time to pose an environmental risk by causing unwanted air and water emissions," the suit charges. The battery cells made by LG contained polyvinylidene fluoride, a "PFAS-based fluoropolymer that is manufactured with and contains carboxylic acid PFAS compounds," the water authority noted in its suit. PFAS are commonly used as electrolyte fluids in rechargeable lithium-ion batteries due to their conductivity, electrochemical stability, low volatility and low flammability. PFAS compounds have been tied to serious health impacts, even in low exposures.

Newsday in 2023 reported that the state investigation and report of the fires at three battery storage plants across the state and their aftermath raised more questions for local municipalities than they answered. Local officials pointed to delays in testing of soil samples in East Hampton and a testing company's initial inability to test for lithium-ion constituents as points of criticism. The state Department of Environmental Conservation didn't test groundwater samples, because soil samples were inconclusive.

As a result, NextEra declared it is "apparent that there are no adverse impacts to the soils as a result of the battery fire discharge water," and both National Grid and NextEra "recommend no further

investigation or remedial activities." They requested the state change the status of the spill to "closed," which it has been since 2024.

The lawsuit comes as New York State prepares to announce the latest round of battery-energy storage contracts for dozens of facilities across the state, Newsday has reported, including 11 proposed for Suffolk County alone. All the Suffolk proposals would use lithium ion technology.

State officials and battery industry advocates say that battery energy storage facilities have greatly reduced the likelihood of fires with containerized designs that can limit exposure and new state standards that require peer-reviewed studies of each new facility.

The water authority in the suit noted it’s investigating two options to replace water normally generated from the contaminated wells, "both of which come at considerable expense."

It is investigating installing and operating treatment equipment to remove battery contaminants from water pumped from the Bridgehampton wells or installing replacement wells of "comparable capacity in an area close enough to Bridgehampton to maintain pressure and supply in the distribution system and far enough away to avoid contamination" from the battery center plume.

APPENDIX 2 – SUFFOLK COUNTY WATER LAWSUIT COURT DOCUMENT APPEARS ON THE FOLLOWING PAGES

Filed May 29, 2026.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

SUFFOLK COUNTY WATER AUTHORITY,

Plaintiff,

-against-

EAST HAMPTON ENERGY STORAGE CENTER, LLC; LG CHEM, LTD.; and LG ENERGY SOLUTION, LTD.,

Defendants.

Complaint for a Civil Case

Case No.

Jury Trial Demanded

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I. INTRODUCTION

1. Plaintiff Suffolk County Water Authority ("the Authority," or "Plaintiff") is a public drinking water provider serving approximately 1.2 million residents and businesses in Suffolk County, New York. The Authority brings this action to recover the substantial costs necessary to protect the public and restore its damaged drinking water supply wells, which are contaminated with the chemical perfluoropropionic acid ("PFPrA"), among potentially other chemicals, which were released during a fire at the East Hampton Energy Storage Center ("EHESC").

2. EHESC is a lithium-ion battery energy storage system ("BESS") that provides energy supply to the Long Island Power Authority ("LIPA"). On May 31, 2023, a thermal runaway event in battery cells at EHESC caused a fire (the "EHESC Fire"). During the EHESC Fire, battery casings opened and released their contents. Large amounts of water applied to fight the EHESC Fire ran off of the facility and onto the dirt road and undeveloped area south of EHESC, conveying chemicals from the batteries ("EHESC Contaminants") along with it. The contaminated fire suppression water percolated into the ground and transported EHESC Contaminants to the groundwater, through which EHESC Contaminants migrated to wells in the Authority's Bridgehampton Road wellfield ("Bridgehampton").

3. The Authority has detected EHESC Contaminants in its Bridgehampton wells, including PFPrA, an ultrashort-chain per- and polyfluorinated alkyl substance ("PFAS"), at levels that exceed the 50 parts per billion ("ppb") New York State maximum contaminant level ("MCL") for unspecified organic contaminants ("UOC MCL").[1] An MCL is the maximum level of a

[1] The UOC MCL is denominated in micrograms per liter (µg/L); this unit is equivalent to parts per billion. *See, e.g.*, Washington Dept. of Ecology, EIM Help Center: Valid Value - Unit

contaminant allowed in public drinking water which, once established, creates a standard that requires water systems to monitor contaminant levels, keep contaminant levels below the MCL, and report exceedances to customers.

4. The EHESC Contaminants include ultrashort-chain PFAS, which are known components of lithium-ion battery cells and/or environmental breakdown products of such components. "Ultrashort-chain PFAS" refers to PFAS molecules with two or three carbon atoms. There is a growing body of evidence of the toxicity of ultrashort-chain PFAS, including those detected in the Bridgehampton wells.

5. Additional EHESC Contaminants may have already or will soon arrive at the Bridgehampton wells. The Authority's sampling, monitoring, and testing for EHESC Fire impacts is ongoing.

6. To prevent exposing its customers to elevated levels of EHESC Contaminants, and in response to the exceedances of the UOC MCL, the Authority has removed two Bridgehampton wells from service and restricted its use of the two other Bridgehampton wells. Additionally, the Authority has expended staff and financial resources developing sampling methods, sampling for EHESC Contaminants, and investigating options to recover water supply impacted by those contaminants.

7. The Defendants in this action are (1) East Hampton Energy Storage Center, LLC, the developer, owner, and operator of EHESC, which negligently and/or recklessly designed or built the EHESC in a manner that resulted in the EHESC Fire, operated EHESC in a manner that caused the EHESC Fire, and/or failed to prevent runoff and recharge from EHESC such that

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Conversions, https://apps.ecology.wa.gov/eim/help/ValidValues/UOMConversions (accessed May 20, 2026).

EHESC Fire contaminants were released to the environment; and (2) LG Chem, Ltd., the manufacturer and seller of the batteries that started the EHESC Fire (and its successor-in-interest, LG Energy Solution, Ltd.), which sold, marketed, and promoted its batteries despite manufacturing and/or design defects in those products.

8. The Authority brings this action to recover compensatory damages and all other remedies, including but not limited to all necessary funds to compensate the Authority for the costs of treating contaminated water to remove EHESC Contaminants from its drinking water wells that have been, and continued to be, contaminated by EHESC Contaminants, and all associated costs, and to ensure that the parties responsible for the drinking water contamination bear this expense, rather than the Authority and its ratepayers.

II. PARTIES

9. **Plaintiff Suffolk County Water Authority** is a public drinking water provider under the New York Public Authorities Law, Article 5, Title 4 (Sections 1074–1092). Operating as a public benefit corporation since 1951, the Authority has grown to become one of the largest groundwater suppliers in the nation, serving approximately 1.2 million customers. The Public Authorities Law provides that the Authority, in carrying out its powers, purposes, and duties, acts in all respects for the benefit of the people of the County of Suffolk and State of New York, for the improvement of their health, welfare, and prosperity.

10. **Defendant East Hampton Energy Storage Center, LLC**, is a limited liability company incorporated in Delaware and with its principal place of business in Juno Beach, Florida. Defendant East Hampton Energy Storage Center, LLC is the developer, owner, operator, manager, and maintainer of EHESC. Defendant East Hampton Energy Storage Center, LLC leases the real property on which EHESC is located. Defendant East Hampton Energy Storage Center, LLC is a

joint venture between subsidiaries of the energy companies NextEra Energy, Inc. and National Grid plc.

11. **Defendant LG Chem, Ltd.** is incorporated in Korea and maintains its headquarters and principal offices in Seoul, South Korea. Defendant LG Chem, Ltd. has designed and manufactured lithium-ion battery cells sold, supplied, and/or used in New York, including those that were used at EHESC.

12. **Defendant LG Energy Solution, Ltd.** is incorporated in Korea and maintains its headquarters and principal offices in Seoul, South Korea. Defendant LG Energy Solution, Ltd. is the successor-in-interest to LG Chem, Ltd.'s lithium-ion battery liabilities. Defendant LG Energy Solution, Ltd. was formed on December 1, 2020, in a spin-off of LG Chem, Ltd.'s battery division.

13. The Authority is informed and believes, and thereon alleges, that Defendant LG Chem, Ltd. transferred its liabilities associated with its design, manufacture, and sale of lithium-ion battery cells, including those that were used at EHESC, to Defendant LG Energy Solution, Ltd., in the December 1, 2020 spin-off of Defendant LG Chem, Ltd.'s battery division.

14. Defendants LG Chem, Ltd. and LG Energy Solution, Ltd. are referred to herein as the "Manufacturer Defendants."

III. JURISDICTION AND VENUE

15. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(a) because the parties are diverse and the amount in controversy exceeds $75,000.

16. This Court has jurisdiction over Defendants because each is, or is the successor-in-interest to, a corporation or other business that has sufficient minimum contacts in New York or otherwise intentionally avails itself of the New York market, so as to render the exercise of jurisdiction over it by this Court consistent with traditional notions of fair play and substantial justice.

17. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because the events, omissions, and harms that are the basis of Plaintiff's claims occurred in substantial part in this judicial district.

IV. FACTUAL ALLEGATIONS

A. The Authority's Bridgehampton Wells

18. The Authority's Bridgehampton Road wellfield ("Bridgehampton") is a 13.9-acre site located in the Town of East Hampton, New York, approximately 2,500 feet south of EHESC.

19. The Authority is authorized to pump up to 3,220 gallons per minute ("gpm") from four wells at Bridgehampton. The Authority refers to these wells as Bridgehampton Road Wells 2B, 3A, 4, and 5A.

20. All four Bridgehampton wells extract water from the Upper Glacial aquifer, from depths between 125 and 150 feet.

21. Groundwater in the vicinity of Bridgehampton and EHESC flows approximately from north to south.

22. Wells 3A and 5 are each equipped with granulated activated carbon ("GAC") treatment to remove volatile organic compounds and long-chain PFAS. Water from all four wells is treated in an iron removal treatment plant before entering the Authority's distribution system.

23. The existing treatment on the Bridgehampton wells is not capable of effectively removing EHESC Contaminants, including ultrashort-chain PFAS.

24. Bridgehampton contributes more than seven percent of the water to the Authority's Zone 23 pressure zone.

25. Any loss of production from the Bridgehampton wells seriously impedes the Authority's ability to satisfy peak day demand in that pressure zone and could prevent the Authority from meeting the state-mandated minimum water pressure in its distribution system.

26. The Authority owns the drinking water production wells at Bridgehampton, as well as the associated treatment facilities and distribution system.

27. The Authority has never consented to the introduction of any EHESC Contaminants or any PFAS into its wells, treatment plants, or distribution system.

B. The EHESC Facility

28. EHESC is a 4,100 square-foot battery energy storage facility located at 3 Cove Hollow Road in East Hampton, New York. EHESC has storage capacity of 40,000 kilowatt hours ("kWh") of electricity in its lithium-ion battery array.

29. The facility was constructed in 2017 and/or 2018. EHESC began commercial operations in or around August 2018.

30. Defendant East Hampton Energy Storage Center, LLC sells energy storage and generation capacity at EHESC and related services to the Long Island Power Authority ("LIPA") pursuant to a power purchase agreement executed in or about May 2017. LIPA does not own or operate EHESC.

31. EHESC provides "peak-smoothing" services to LIPA. That is, the facility draws power from the electrical grid during periods of low demand; stores that power in its lithium-ion battery array; and releases the power back into the grid during high demand, to "smooth" the demand on energy generation facilities.

32. At the time of the EHESC Fire, EHESC was equipped with a water-based heat and fire suppression system. Spraying water directly on burning lithium-ion batteries was known at that time to pose an environmental risk by causing unwanted air and water emissions.

33. EHESC consisted of an array of LGCHEM JH3 lithium-ion battery cells manufactured and supplied by the Manufacturer Defendants.

34. LGCHEM JH3 batteries use a nickel-manganese-cobalt ("NMC") mixture as the primary cathode material.

35. According to a Safety Data Sheet for the LGCHEM JH3 prepared by LG Chem Ltd. ("JH3 SDS"), LGCHEM JH3 battery cells contain polyvinylidene fluoride, a PFAS-based fluoropolymer that is manufactured with and contains carboxylic acid PFAS compounds.[2]

36. PFPrA is a carboxylic acid.

37. According to the JH3 SDS, LGCHEM JH3 battery cells contain a proprietary electrolyte mixture of undisclosed ingredients.[3]

38. PFAS are commonly used as electrolyte fluids in rechargeable lithium-ion batteries due to their conductivity, electrochemical stability, low volatility, and low flammability.

39. The Authority is informed and believes, and thereon alleges, that the electrolyte mixture in the EHESC battery cells contained PFAS compounds, including, but not limited to, PFPrA and/or other PFAS that can transform or degrade into PFPrA.

40. The JH3 SDS warns that, in the event of an accidental release of a JH3 battery and/or its contents, environmental precautions should include prevention of "runoff and contact

[2] LG Chem., Ltd., Safety Data Sheet: LGCHEM JH3 Lithium-Ion Battery Cell (2015) at 2, https://evwest.com/support/JH3-Cell_SDS_LGChem_for_RESU-Gen2-Products_R1.5-1.pdf?srsltid=AfmBOoprgFZWyNp_KoV8VezhSh7Muy0M51ZBUOrfn-Eq1b4n1B5oC5ZY (accessed May 20, 2026).

[3] Id.

with waterways, drains or sewers;" and that any "containment" should be "prevent[ed], by any means available . . . from entering drains or water course."[4]

C. BESS Fires

41. There have been over 30 BESS fires in the United States since 2012 and over 100 such events globally since 2011.

42. BESS fires, their causes, and their impacts, are well studied. Defendants were or should have been aware of the extensive body of knowledge on those subjects, and taken precautionary steps in response thereto, at the time the batteries used in EHESC were designed, manufactured, and sold; and at the time EHESC was designed, installed, integrated, operated, and when the EHESC Fire occurred.

43. BESS fires can cause extensive physical, environmental, and public health injuries. Impacts of BESS fires have included explosions that injured fire fighters responding to a fire; releases of toxic gases generated within lithium-ion battery cells; releases of large amounts of battery cell contents, including PFAS and metals, to the environment; and generation of smoke plumes containing levels of particulate matter that may impact public health; among others.

44. Lithium-ion batteries are "inherently fragile, and any electrical, thermal, or mechanical abuse, along with internal defects, can potentially initiate cell failure and thermal runaway."[5]

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[4] Id. at 4.

[5] DNV-GL, McMicken Battery Energy Storage System Event Technical Analysis and Recommendations (July 18, 2020) at 20, https://www.aps.com/-/media/APS/APSCOM-PDFs/About/Our-Company/Newsroom/McMickenFinalTechnicalReport.pdf?la=en&sc_lang=en&hash=5447FA391CD988DD24226FA485F81F23 (accessed May 20, 2026).

45. "Thermal runaway" refers to a phenomenon in which lithium-ion batteries enter an uncontrollable, self-heating state. Once a battery enters thermal runaway, the heat and pressure build-up within the cell may lead to the catastrophic structural failure of the battery casing, and the risk of additional combustion as a result of exposure to outside air.

46. Thermal runaway in lithium-ion batteries commonly leads to explosion and/or fire.

47. Thermal runaway and fire in one battery cell can propagate to adjacent cells.

48. "Tightly packed batteries [as in a BESS array] trap and hold heat between them. If a thermal barrier is absent or ineffective, or if there is no physical separation of the cells to prevent the trapping of heat, or if there is no mechanism to dissipate this heat, it will remain there as a thermal hazard that can reintroduce thermal runaway to any unburned cells and/or potentially ignite any flammable gases that continue to smolder."[6]

49. Root cause analyses are often performed on BESS fires. EPRI, a renewable energy industry group, categorizes the most common root causes of BESS fires as follows:

a. **Design**: "A failure due to planned architecture, layout, or functioning of the individual components or the energy storage system as a whole. Design failures include those due to a fundamental product flaw or lack of safeguards against reasonably foreseen misuse."[7]

b. **Manufacturing**: "A failure due to a defect in an element of an energy storage system introduced in the manufacturing process, including but not limited to,

[6] Id. at 55.

[7] EPRI, Insights from EPRI's Battery Energy Storage Systems (BESS) Failure Incident Database (Analysis of Failure Root Cause) (May 2024) at 4, https://www.epri.com/research/products/000000003002030360 (accessed May 14, 2026).

the introduction of foreign material into cells, forming to incorrect physical tolerances, or missing or misassembled parts."[8]

c. **Integration, Assembly & Construction**: "A failure due to poor integration, component incompatibility, incorrect installation of elements of an energy storage system or due to inadequate commissioning procedures."[9]

d. **Operation**: "A failure due to the charge, discharge, and rest behavior of the energy storage system exceeding the design tolerances of an element of an energy storage system or the system as a whole. Operational failures include, but are not limited to, incorrect sensing of voltage, current, temperature, and other set point values, or operation above designed temperature, C-rate, state of charge, or voltage limits of the energy storage system."[10]

50. Approximately 35% of identified BESS failure root causes are Design and/or Manufacturing flaws in the battery cells used in the BESS.[11]

51. Approximately 65% of identified BESS failure root causes are Integration, Assembly & Construction; and/or Operational failures at the BESS.[12]

52. Alternative lithium-ion battery designs were available to the Manufacturer Defendants, adoption of which could have prevented or mitigated the Authority's injuries. Such alternative designs include, but are not limited to, use of cathode materials, such as lithium-iron-

[8] Id.

[9] Id.

[10] Id.

[11] *See* id. at 7.

[12] *See* id.

phosphate, that have much greater temperature tolerance than NMC-based batteries; and PFAS-free battery designs.

53. Internal battery cell defects that can cause an internal short circuit, leading to thermal runaway, include abnormal lithium metal deposition and dendritic growth within the cell.[13]

54. Manufacturing Defendants provided lithium-ion battery cells to a BESS in Surprise, Arizona that caught fire in April 2019. A root cause analysis of that fire evaluated several randomly selected battery cells supplied by the Manufacturer Defendants to that facility and a separate BESS, all of which exhibited abnormal lithium metal deposition and abnormal dendritic growth. The investigators concluded that these internal cell defects caused the cell failure that initiated that fire.[14]

55. Manufacturer Defendants have supplied batteries to at least 21 BESS facilities that have experienced a failure event, which in the case of lithium-ion BESS, generally means a fire or explosion.[15]

56. Underwriters' Laboratory, a global authority on industrial safety, has observed that "most lithium-ion battery safety standards and testing protocols do not specifically include testing for internal short circuits."[16]

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[13] DNV-GL, McMicken Battery Energy Storage System Event Technical Analysis and Recommendations (July 18, 2020) at 24, https://www.aps.com/-/media/APS/APSCOM-PDFs/About/Our-Company/Newsroom/McMickenFinalTechnicalReport.pdf?la=en&sc_lang=en&hash=5447FA391CD988DD24226FA485F81F23 (accessed May 20, 2026).

[14] Id.

[15] EPRI, BESS Failure Incident Database, https://storagewiki.epri.com/resources/assets/BESS_Failure_Database/Failure_DB_List.csv (accessed May 14, 2026).

[16] Underwriters Laboratory, Safety Issues for Lithium-Ion Batteries (2013) at 9, https://code-authorities.ul.com/wp-content/uploads/2016/02/Safety_Issues_for_Lithium_Ion_Batteries1.pdf (accessed May 20, 2026).

D. The EHESC Fire

57. On May 31, 2023, a fire occurred at EHESC, impacting the lithium-ion battery system in the building.

58. The Authority is not aware that Defendants or any governmental entity or investigator has identified or disclosed an initiating event or root cause of the EHESC Fire.

59. The Manufacturer Defendants, as designers, manufacturers, sellers, and suppliers of the battery cells used at EHESC, supplied EHESC with battery cells containing design and/or manufacturing flaws, such as abnormal deposition of lithium and/or conditions facilitating dendritic growth, which resulted in a thermal runaway event at EHESC, and which in turn ignited the EHESC Fire.

60. Defendant East Hampton Energy Storage Center, LLC, as developer, operator, manager, and maintainer of EHESC, caused, allowed to be caused, or failed to prevent Integration, Assembly, and Construction failure, such as failure to properly design and space battery cell arrays; and/or Operational failure in its BESS system, such as failure to control charging protocols and failure to provide adequate downtime for battery cells, which resulted in a thermal runaway event at EHESC, and which in turn ignited the EHESC Fire.

61. Once the EHESC Fire ignited, EHESC's automatic fire suppression system started operating. That system ran for approximately 30 hours to make sure the battery fire had been fully extinguished.

62. Assuming EHESC complied with New York State regulations requiring the fire suppression system to deliver water at a rate of 0.3 gpm per square foot, and assuming the sprinkler system was deployed over the entire 4,100-square foot facility, the sprinkler system would have discharged over 2.2 million gallons of water over 30 hours.

63. EHESC was not equipped with facilities capable of containing the fire suppression water and preventing it from running off onto the permeable surfaces adjacent to EHESC. EHESC had no facilities capable of preventing the release of EHESC Contaminants in fire suppression water to the environment.

64. A large quantity of fire suppression water from the EHESC Fire did, in fact, run off to permeable surfaces adjacent to EHESC, where it percolated into the ground and eventually migrated to groundwater.

65. EHESC Contaminants, including PFAS, are known constituents of lithium-ion batteries and are known to dissolve in and migrate with fire extinguishing water deployed at battery fires.

66. Fire suppression water from the EHESC Fire transported EHESC Contaminants from batteries at EHESC to the groundwater aquifer, whereby those EHESC Contaminants, including, but not limited to, PFPrA and/or PFAS that ultimately transformed or degraded into PFPrA, were transported to and contaminated the Bridgehampton wells.

E. EHESC Contaminants: Characteristics and Risks

67. PFPrA is a species of ultrashort-chained PFAS.

68. PFAS are organic chemicals characterized by a carbon-fluorine bond that is one of the strongest chemical bonds that occurs. PFAS are extremely persistent in the environment and have the potential to bioaccumulate and biomagnify.

69. PFAS have unique characteristics that cause extensive and persistent environmental contamination. Specifically, they are (1) mobile—that is, because they do not adsorb (stick) to soil particles, they are readily transported through the soil and into groundwater where they can migrate long distances; and (2) persistent—that is, they do not readily biodegrade or chemically degrade

in the environment or in conventional treatment systems for drinking water. In short, once PFAS are applied, discharged, disposed of, or otherwise released onto land, those compounds migrate through the subsurface and into groundwater, resist natural degradation, and are difficult and costly to remove from water.

70. Ultrashort-chain PFAS, such as PFPrA, tend to be even less likely to adsorb to organic carbon in the environment. While they are relatively less bio-accumulative than longer-chain PFAS, they are relatively more susceptible to dissolving in water and more mobile in the environment.

71. PFPrA can appear in the environment as an environmental breakdown product of other PFAS compounds. That is, other PFAS compounds that are released to the environment can degrade and/or transform, through chemical and physical processes, into PFPrA.

72. The EPA Office of Research and Development has published a human health toxicity value for PFPrA with a calculated non-cancer chronic reference dose of 0.0005 mg/kg per day.

73. The PFPrA chronic reference dose is 100 times lower than the 50-ppb UOC MCL.

74. In animal studies, PFPrA has been associated with altered liver function. PFPrA has not been tested for carcinogenicity.

75. There is growing evidence of the toxicity of ultrashort-chain PFAS. The acute toxicity of PFPrA on freshwater invertebrates has been found to be higher than that of the longer-chain PFAS.

76. PFPrA is regulated in drinking water pursuant to the New York State UOC MCL.

77. There may be additional EHESC Contaminants that have reached the Bridgehampton wells. The Authority's investigation into the impacts of the EHESC Fire remains ongoing.

F. The Authority Is Injured Because of the EHESC Fire.

78. Since it began sampling for ultrashort-chain PFAS in January 2026, the Authority has detected PFPrA in all four Bridgehampton wells. Detections in two Bridgehampton wells have exceeded New York State's 50-ppb UOC MCL, NYCRR Title 10 Part 5, subpart 5-1 Table 3.

79. The Authority has removed from service both Bridgehampton wells in which PFPrA levels have exceeded the UOC MCL, in response to those exceedances.

80. The Authority has reduced its use of and reliance on the other two Bridgehampton wells in response to the presence of EHESC Contaminants.

81. The Authority must replace or recover the water supply impacted by the EHESC Fire to ensure it has sufficient supply to meet demand. It is investigating two options for doing so, both of which come at considerable expense: (1) installing and operating treatment to remove EHESC Contaminants from water pumped from the Bridgehampton wells; and (2) installing replacement wells of comparable capacity in an area close enough to Bridgehampton to maintain pressure and supply in the distribution system and far enough away to avoid contamination from the EHESC Fire.

82. Either option for replacing the lost supply (treatment or replacement wells) will cost millions of dollars.

83. The Authority has incurred other expenses responding to contamination from the EHESC Fire, including, but not limited to, in sampling and monitoring of the Bridgehampton and other nearby wells; in developing and conducting laboratory analytical methods to measure the

levels of EHESC Contaminants in its wells; and in the staff costs associated with investigating options for a permanent response to EHESC Fire contamination.

G. The EHESC Fire Caused Contamination in the Bridgehampton Wells.

84. Contaminants originating at the EHESC Fire have migrated to the Bridgehampton wellfield and entered the Authority's wells and distribution system.

85. PFAS sampling at monitoring wells between EHESC and Bridgehampton has produced even higher detections of PFPrA upgradient of the Bridgehampton wells. Because contaminant concentrations in groundwater tend to be higher nearer to where the contaminant was released, this is evidence that EHESC is a source of PFPrA in the Bridgehampton wells.

86. Modeling performed for the Authority's Source Water Assessment Program ("SWAP") indicates that EHESC is located in or adjacent to the Bridgehampton wells' estimated zones of contribution (i.e., the land surface and subsurface area that contributes groundwater to a pumping well). This means that water, and contaminants therein, that enter the ground at or near EHESC will eventually be captured by the Bridgehampton wells under the modeled pumping conditions.

87. Outside of Bridgehampton, the Authority has detected PFPrA in only five of its approximately 600 active supply wells. The levels of PFPrA in the Bridgehampton wells are several orders of magnitude higher than any other PFPrA detection in SCWA's system.

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION
Negligence
(Against Defendant East Hampton Energy Storage Center, LLC)

88. The Authority realleges each of the preceding paragraphs and incorporates each such paragraph as if fully stated herein.

89. Defendant East Hampton Energy Storage Center, LLC and/or its predecessors-in-interest, as the owners and operators of EHESC, managed, stored, used, transported, disposed of, and/or released EHESC Contaminants, and owed a non-delegable duty of care to the Authority to conduct their operations in a safe manner, including a duty to design, integrate, assemble, construct, maintain, and operate EHESC safely, in a manner that protected the public, including Plaintiff, from chemical exposure and environmental hazards.

90. Defendant East Hampton Energy Storage Center, LLC and/or its predecessors-in-interest's duties included but were not limited to a duty to ensure proper safety protocols, fire prevention measures, and storage and handling procedures; and to mitigate the risk of thermal runaway, chemical reactions, explosions, fires, and harmful releases of chemicals associated with their BESS operations.

91. Defendant East Hampton Energy Storage Center, LLC and/or its predecessors-in-interest knew or reasonably should have known that lithium-ion batteries can overheat, creating thermal runaway, can cause fire and explosions, and can cause releases of hazardous materials.

92. Defendant East Hampton Energy Storage Center, LLC and/or its predecessors-in-interest knew or reasonably should have known that lithium-ion batteries are prone to fires, and that storing lithium-ion batteries in enclosed spaces is dangerous.

93. Defendant East Hampton Energy Storage Center, LLC and/or its predecessors-in-interest knew or reasonably should have known that water used to suppress battery fires may contain harmful contaminants released from the batteries, including PFAS, that readily migrate through groundwater when introduced to the environment.

94. Defendant East Hampton Energy Storage Center, LLC and/or its predecessors-in-interest breached its duties owed to Plaintiff by, among other things:

a. Failing to design, integrate, assemble, construct, maintain, and operate EHESC in such a way as to ensure its safe and proper operation;

b. Failing to monitor and mitigate risks associated with the storage and use of lithium-ion batteries;

c. Failing to maintain adequate safety protocols and fire suppression systems to prevent and/or control fires and thermal runaway;

d. Failing to act reasonably to protect against, remediate, contain, and eliminate spills and/or discharges of EHESC Contaminants before they injured the Authority;

e. Failing to act reasonably to minimize the damage to the Authority's property; and

f. Any other negligent acts and/or omissions which may be discovered and proven at trial in this matter.

95. Defendant East Hampton Energy Storage Center, LLC and/or its predecessors-in-interest's conduct is a substantial factor in bringing about the contamination of the Authority's wells.

96. As a direct and proximate result of Defendant East Hampton Energy Storage Center, LLC and/or its predecessors-in-interest's acts and omissions as alleged herein, the Authority has incurred, is incurring, and will continue to incur injuries and damages related to the contamination of its wells with EHESC Contaminants in an amount to be proved at trial.

97. Defendant East Hampton Energy Storage Center, LLC and/or its predecessor-in-interest, acting through its directors, managers, and/or officers, knew it was substantially certain that its acts and omissions described above would cause injury and damage, including contamination of the Authority's wells with EHESC Contaminants. Defendant East Hampton Energy Storage Center, LLC and or its predecessor-in-interest, acting through its directors,

managers, and/or officers, committed each of the above-described acts and omissions knowingly, willfully, and with oppression, fraud, and/or malice. Such conduct was performed in conscious disregard to the probable dangerous consequences of that conduct and its reasonably foreseeable impacts on public health and welfare. Therefore, the Authority requests an award of punitive damages in an amount sufficient to punish Defendant East Hampton Energy Storage Center, LLC and that fairly reflects the aggravating circumstances alleged herein.

98. Defendants are jointly and severally liable for all such damages, and the Authority is entitled to recover all such damages and other relief as set forth below.

SECOND CAUSE OF ACTION
Public Nuisance
(Against All Defendants)

99. The Authority realleges each of the preceding paragraphs and incorporates each such paragraph as if fully stated herein.

100. The Authority provides drinking water from its wells to residents and businesses for drinking, bathing, cleaning, washing, fire protection, and other uses.

101. Because the Authority is a public entity, the water it provides to those residents and businesses is a public or commonly held resource. Members of the public have a right to have their water remain clean, potable, and free of contamination by toxic, manmade compounds.

102. The intentional, negligent, and/or reckless activities of Defendants and/or their predecessors-in-interest which resulted in the releases of EHESC Contaminants from EHESC, as alleged herein, have contaminated Plaintiff's wells with hazardous chemicals, necessitating the Authority's closure of and/or reduced reliance on those wells, thereby interfering with the public's right to access and use that water.

103. Consequently, Defendants and/or their predecessors-in-interest substantially and unreasonably interfered with and caused damage to a public or common resource that endangered public property, as well as the health, safety, and/or comfort of a considerable number of persons. Such action creates, contributes to, or maintains a public nuisance.

104. Each Defendants' and/or their predecessors-in-interest's conduct is a substantial factor in bringing about the contamination of the Authority's wells.

105. As a direct and proximate result of Defendants' and/or their predecessors-in-interest's acts and omissions as alleged herein, the Authority has incurred, is incurring, and will continue to incur injuries and damages related to the contamination of its wells with EHESC Contaminants in an amount to be proved at trial.

106. As an owner of water production wells and purveyor of drinking water, the Authority suffers injuries different in kind from the community at large because it relies entirely upon its groundwater production wells for its public service functions; it is the sole entity responsible for achieving compliance with the UOC MCL as to water pumped from the Bridgehampton wells; and it is responsible for constructing, operating, and maintaining replacement wells and/or treatment facilities to address EHESC Contaminants in the Bridgehampton wells.

107. Defendants are jointly and severally liable for all such damages, and the Authority is entitled to recover all such damages and other relief as set forth below.

108. Defendants and/or their predecessors-in-interest, acting through their directors, managers, and/or officers, knew it was substantially certain that their acts and omissions described above would cause injury and damage, including contamination of the Authority's wells with EHESC Contaminants. Defendants and/or their predecessors-in-interest, acting through their

directors, managers, and/or officers, committed each of the above-described acts and omissions knowingly, willfully, and with oppression, fraud, and/or malice. Such conduct was performed in conscious disregard to the probable dangerous consequences of that conduct and its reasonably foreseeable impacts on public health and welfare. Therefore, Plaintiff requests an award of punitive damages in an amount sufficient to punish Defendants and that fairly reflects the aggravating circumstances alleged herein.

THIRD CAUSE OF ACTION
Trespass
(Against All Defendants)

109. The Authority realleges each of the preceding paragraphs and incorporates each such paragraph as if fully stated herein.

110. The Authority owns and possesses its drinking water production system, including drinking water production wells that extract groundwater in its service area in Suffolk County, New York.

111. The Authority actually and actively exercises its rights to appropriate and use groundwater drawn from the Long Island aquifer system into its wells and water system.

112. The Authority did not give Defendants and/or their predecessors-in-interest permission to cause EHESC Contaminants to enter its groundwater wells or water system. Defendants and/or their predecessors-in-interest knew or reasonably should have known that the Authority would not consent to this trespass.

113. Defendants and/or their predecessors-in-interest negligently and/or recklessly failed to properly use, control, and/or dispose of EHESC Contaminants, such that Defendants and/or their predecessors-in-interest proximately caused EHESC Contaminants to enter, invade, intrude upon, and injure Plaintiff's possession of property.

114. Defendants and/or their predecessors-in-interest engaged in intentional, affirmative conduct that caused the trespass alleged herein, including by selling and/or manufacturing batteries containing the EHESC Contaminants; selecting a water-based fire suppression system for EHESC; using the water-based fire suppression system to extinguish the EHESC fire; designing EHESC without adequate fire suppression water containment capacity; failing to maintain adequate safety protocols and fire suppression systems designed to prevent, control and/or mitigate fires at EHESC; failing to design, implement, and/or maintain systems to prevent, mitigate, and/or remediate releases of EHESC Contaminants into the environment; and releasing fire suppression water containing EHESC Contaminants into the ground despite the fact that they knew or reasonably should have known that the fire suppression water would contain the EHESC Contaminants, that the EHESC site was in close proximity to drinking wells, and that the EHESC Contaminants have the propensity to infiltrate groundwater aquifers when released into the environment, are mobile and persistent groundwater contaminants capable of moving substantial distances within aquifers, are toxic to human health, and are therefore hazardous to drinking water systems and human health.

115. Defendants' and/or their predecessors-in-interest's conduct constitutes a continuing unauthorized intrusion and a continuing trespass on the Authority's property.

116. Each Defendants' and/or their predecessors-in-interest's conduct is a substantial factor in bringing about the invasion of the Authority's property, and specifically, the contamination of the Authority's wells.

117. As a direct and proximate result of Defendants' and/or their predecessors-in-interest's acts and omissions as alleged herein, the Authority has incurred, is incurring, and will

continue to incur injuries and damages related to the contamination of its wells with EHESC Contaminants in an amount to be proved at trial.

118. Defendants are jointly and severally liable for all such damages, and the Authority is entitled to recover all such damages and other relief as set forth below.

119. Defendants and/or their predecessors-in-interest, acting through their directors, managers, and/or officers, knew it was substantially certain that their acts and omissions described above would cause injury and damage, including contamination of the Authority's wells with EHESC Contaminants. Defendants and/or their predecessors-in-interest, acting through their directors, managers, and/or officers, committed each of the above-described acts and omissions knowingly, willfully, and with oppression, fraud, and/or malice. Such conduct was performed in conscious disregard to the probable dangerous consequences of that conduct and its reasonably foreseeable impacts on public health and welfare. Therefore, Plaintiff requests an award of punitive damages in an amount sufficient to punish Defendants and that fairly reflects the aggravating circumstances alleged herein.

FOURTH CAUSE OF ACTION
Strict Product Liability for Defective Design
(Against Manufacturer Defendants)

120. The Authority realleges each of the preceding paragraphs and incorporates each such paragraph as if fully stated herein.

121. Manufacturer Defendants and/or their predecessors-in-interest, as manufacturers, distributors, suppliers, sellers, and/or marketers of products containing hazardous materials, owed a strict duty to the Authority to market products that are not unreasonably dangerous for their intended use.

122. Manufacturer Defendants and/or their predecessors-in-interest breached that duty by designing and selling defectively designed lithium-ion batteries which they knew or reasonably should have known were prone to catching fire, experiencing thermal runaway, and releasing harmful chemicals into the environment.

123. The Authority was injured by the defective design of the lithium-ion batteries when the batteries caught fire, as they were prone to do, releasing harmful chemicals contained within those batteries into the surrounding environment.

124. The lithium-ion batteries at EHESC were used in a reasonably foreseeable manner and without substantial change in the condition of such products.

125. Manufacturer Defendants' and/or their predecessors-in-interest's conduct is a substantial factor in bringing about the contamination of the Authority's wells.

126. As a direct and proximate result of Manufacturer Defendants' and/or their predecessors-in-interest's acts and omissions as alleged herein, the Authority has incurred, is incurring, and will continue to incur injuries and damages related to the contamination of its wells with EHESC Contaminants in an amount to be proved at trial.

127. Defendants are jointly and severally liable for all such damages, and the Authority is entitled to recover all such damages and other relief as set forth below.

128. Manufacturer Defendants and/or their predecessors-in-interest, acting through their directors, managers, and/or officers, knew it was substantially certain that their acts and omissions described above would cause injury and damage, including contamination of the Authority's wells with EHESC Contaminants. Manufacturer Defendants and/or their predecessors-in-interest, acting through their directors, managers, and/or officers, committed each of the above-described acts and omissions knowingly, willfully, and with oppression, fraud, and/or malice. Such conduct was

performed in conscious disregard to the probable dangerous consequences of that conduct and its reasonably foreseeable impacts on public health and welfare. Therefore, Plaintiff requests an award of punitive damages in an amount sufficient to punish Manufacturer Defendants and that fairly reflects the aggravating circumstances alleged herein.

FIFTH CAUSE OF ACTION
Strict Product Liability for Manufacturing Defect
(Against Manufacturer Defendants)

129. The Authority realleges each of the preceding paragraphs and incorporates each such paragraph as if fully stated herein.

130. Manufacturer Defendants and/or their predecessors-in-interest, as manufacturers, distributors, suppliers, sellers, and/or marketers of products containing hazardous materials, owed a strict duty to the Authority to manufacture products without a defect that rendered those products unreasonably dangerous for their intended use.

131. Manufacturer Defendants and/or their predecessors-in-interest breached that duty by defectively manufacturing lithium-ion batteries, which lead to the EHESC Fire.

132. The Authority was injured by the defective manufacture of the lithium-ion batteries when, as a result of the manufacturing defect, the batteries caught fire, releasing harmful chemicals contained within those batteries into the surrounding environment.

133. The Authority is informed and believes and thereon alleges that the lithium-ion batteries were used in a reasonably foreseeable manner and without substantial change in the condition of such products.

134. Manufacturer Defendants' and/or their predecessors-in-interest's conduct is a substantial factor in bringing about the contamination of the Authority's wells.

135. As a direct and proximate result of Manufacturer Defendants' and/or their predecessors-in-interest's acts and omissions as alleged herein, the Authority has incurred, is incurring, and will continue to incur injuries and damages related to the contamination of its wells with EHESC Contaminants in an amount to be proved at trial.

136. Defendants are jointly and severally liable for all such damages, and the Authority is entitled to recover all such damages and other relief as set forth below.

137. Manufacturer Defendants and/or their predecessors-in-interest, acting through their directors, managers, and/or officers, knew it was substantially certain that their acts and omissions described above would cause injury and damage, including contamination of the Authority's wells with EHESC Contaminants. Manufacturer Defendants and/or their predecessors-in-interest, acting through their directors, managers, and/or officers, committed each of the above-described acts and omissions knowingly, willfully, and with oppression, fraud, and/or malice. Such conduct was performed in conscious disregard to the probable dangerous consequences of that conduct and its reasonably foreseeable impacts on public health and welfare. Therefore, Plaintiff requests an award of punitive damages in an amount sufficient to punish Manufacturer Defendants and that fairly reflects the aggravating circumstances alleged herein.

VI. PRAYER FOR RELIEF

Plaintiff Suffolk County Water Authority prays for judgment against Defendants, jointly and severally, awarding Plaintiff:

a. Compensatory damages in an amount according to proof.

b. Punitive damages in an amount to be determined at trial;

c. Injunctive and equitable relief, including in the form of a fund to abate the nuisance and trespass;

d. All appropriate declaratory relief;

e. Plaintiff's costs in prosecuting this action, including reasonable attorneys' fees, court costs, expert fees, and other expenses of litigation;

f. Pre-judgment and post-judgment interest; and

g. All other relief this Court deems just, proper, and equitable.

VII. DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff requests a trial by jury of all claims asserted in this Complaint.

Dated: May 29, 2026

Respectfully submitted,

/s/ Matthew K. Edling

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APPENDIX 3 – PUBLICLY AVAILABLE INFORMATION REGARDING THE EAST HAMPTON BESS FIRE EVENT AS SCRAPED FROM RESOURCES BY PERPLEXITY AI

Display the May 31 2023 Fire Report for the BESS Fire in East Hampton, NY

The May 31, 2023 East Hampton BESS fire is documented primarily through press coverage and technical incident summaries; there does not appear to be a single publicly released "May 31, 2023 Fire Report" document you can display verbatim, but the key facts of the incident are well summarized by EPRI's StorageWiki event record and local reporting.

Core incident details (May 31, 2023)

- Location: 5 MW / 40 MWh lithium-ion battery energy storage system at the Cove Hollow Road substation in East Hampton, NY, jointly developed by National Grid and NextEra (East Hampton Energy Storage Center, online since 2018).
- Technology: LG Chem lithium-ion battery modules; system integrator identified as Haugland Energy Group; application listed as resiliency and utility peak reduction.
- Event date and state: Event occurred on May 31, 2023, while the system was operational, with approximate system age of 4.8 years.

Description of the fire event

- A "smoldering battery" condition was reported, leading to road closures and disruption of Long Island Rail Road service on the Montauk Branch for roughly an hour while the fire was contained.
- NextEra reported that a water-based internal sprinkler/fire suppression system activated and contained the fire within the facility footprint; local accounts describe the fire as self-contained with no injuries and no need for external firefighting intervention beyond the suppression system.
- PSEG Long Island and LIPA indicated that system operations could manage peak load without the East Hampton battery, and the facility was expected to remain out of service pending repair and investigation.

EPRI StorageWiki "Failure Event" entry

EPRI's StorageWiki provides a structured "Failure Event – US, NY, East Hampton – 31 May 2023" table that functions as a concise technical incident summary. Key fields:

- Capacity: 5 MW, 40 MWh.
- Battery module: LG Chem; integrator: Haugland Energy Group; installation type: substation, within a building enclosure.
- Extent of damage, root cause, and failed element fields are left blank, indicating that those specifics were not publicly available at the time of compilation.

- Narrative description: a “smoldering battery” incident, with roads and train service closed for about an hour until the fire was contained; NextEra reported that the internal sprinkler system contained the fire.

This is effectively the closest thing to a concise “fire report” publicly accessible, but it is a secondary compilation drawing on local reporting, not a primary NFIRS or fire-service investigation document.

Subsequent regulatory and safety context

- The East Hampton event was cited by Governor Hochul in 2023 alongside fires in Warwick (June 26) and Lyme (July 27) when announcing a New York State inter-agency working group on BESS fire safety (DHS&ES OFPC, NYSERDA, DEC, DPS, DOS).
- The working group was tasked with inspecting BESS sites, assessing causes and community impacts of fires, and developing best practices for first responders and facility operators.

PFAS / PFPrA groundwater contamination and later findings

While not part of a day-of “fire report,” later documents describe contamination attributed to fire-suppression water:

- Suffolk County Water Authority filed a federal lawsuit (2026) alleging that the May 31, 2023 fire and subsequent suppression caused PFAS (specifically PFPrA) contamination in nearby public drinking water wells, roughly 2,500 feet south of the facility.
- The lawsuit alleges that battery casings “opened and released their contents,” and that the suppression system may have discharged more than 2.2 million gallons of water over ~30 hours, with runoff migrating offsite into an undeveloped area and then into wells.
- An advocacy site summarizes “Fire & Toxic Water at East Hampton Battery Energy Storage” and links to the New York State Inter-Agency Fire Safety Working Group’s air, soil, and water data findings (December 2023), which NYSERDA reportedly produced in response to a FOIL request; these documents are downloadable from that site.

Limitations on obtaining the actual fire report

- No primary “May 31, 2023 Fire Report” (e.g., from East Hampton Fire Department, Suffolk County Fire Marshal, or NYS OFPC) appears to be posted online in a way that can be directly displayed; publicly visible artifacts instead are:
    - Local news coverage (East Hampton Star, others).
    - EPRI StorageWiki incident summary.
    - NYS announcements and working group materials, and later PFAS-related documents and litigation filings.
- To obtain the actual fire service report (NFIRS or equivalent), you would likely need to use FOIL with the Town of East Hampton, Suffolk County, or NYS OFPC, referencing the May 31, 2023 incident at the Cove Hollow Road substation.