

PROPOSAL

Community Benefit Agreement Technical Assistance

For the Vermont Yankee Site, Vernon, Vermont

Prepared for: The Vernon Selectboard

Prepared by: Brattleboro Development Credit Corporation

Presented: September 1, 2026

Members of the Selectboard: what follows is a proposal for a specific, bounded piece of work. It does not touch the legal question of what Vernon's site control documents actually guarantee; that work is already underway with your own board leadership and counsel. It addresses something else: making sure the town has, in hand, the same working knowledge of community benefit agreements and related tools that other communities have used when negotiating with large energy and industrial developers, so that whatever legal position Vernon secures can be put to use effectively when the time comes to negotiate.

Purpose and Context

NorthStar continues to complete its decommissioning work at the former Vermont Yankee site. Separately, Vernon, NorthStar, and PowerTransitions are currently working through the existing site control documents and agreements that establish the extent of Vernon's participation in, and approval of, any future use of the site. That work is already underway with Selectboard leadership and legal counsel, and this proposal is not a substitute for it and does not attempt to answer the legal questions it is meant to resolve.

PowerTransitions, the site's current leaseholder, has told BDCC it is now evaluating a grid-scale battery storage system of approximately 110 megawatts as the leading near-term use of the site. Whatever legal position Vernon ultimately secures, translating that position into an actual, enforceable agreement with whoever develops the site is separate work, one that draws on tools many other communities have used in comparable negotiations: community benefit agreements, host community agreements, and related frameworks. BDCC is proposing to help build Vernon's working knowledge of those tools now, ahead of any formal state filing, so the town is prepared to use them when the time comes.

Why BDCC Is Offering This

The starting reason is broader than the PowerTransitions conversation. Brattleboro Development Credit Corporation conducts the activities of the Regional Development Corporation (RDC), for the Windham Region, which includes Vernon. Vermont has twelve RDCs statewide, each funded in part through a grant from the Agency of Commerce and Community Development, and each serves as the primary point of contact within its region for businesses, municipalities, and communities seeking economic development and technical assistance, workforce development support, and connections to state and regional resources. Helping a member town build its own capacity to negotiate with a large industrial developer sits squarely within that mandate.

BDCC understands that Vernon's past experience with agreements, and with the follow-through behind them, gives the town good reason to be cautious about outside organizations offering to help. We are not asking

Vernon to take BDCC's role in this on faith. This proposal is written to be specific about what BDCC would and would not do, and why, so the Selectboard can hold us to it.

What BDCC Is Proposing to Do, and What It Will Not Do

What BDCC Will Do

Build and deliver, in plain language, an overview of the tools other communities use when negotiating with large energy and industrial developers, community benefit agreements, host community agreements, project labor agreements, good neighbor agreements, and community benefits plans, translated specifically to what a grid-scale battery storage project raises: fire safety and site-specific safety planning, decommissioning at the end of the system's service life, noise, visual screening, construction-period road use, and capacity-based payments.

Research and bring Vernon a set of comparable examples from other communities that have negotiated with battery storage or similar grid-scale energy developers, including benchmark data from a national study of solar, wind, and storage community benefit agreements (see the next section).

Research the actual cost of hiring the professionals Vernon would need to negotiate on its own behalf, land use and energy counsel, and, if warranted, an independent technical reviewer, and bring Vernon a proposed budget together with funding source options.

Prepare a written framework document Vernon's own hired counsel can use as a starting reference. This would not be a proposed agreement, and it would not be BDCC's recommendation of what Vernon should ask for.

What BDCC Will Not Do

BDCC will not identify, prioritize, or recommend the specific commitments or requests Vernon should seek from a future site user. Those decisions belong to Vernon's Selectboard, its committees, and its residents.

BDCC will not negotiate with NorthStar, PowerTransitions, or any future site user on Vernon's behalf, and will not represent to any of those parties that it speaks for Vernon, unless the Selectboard directs BDCC to do so in writing for a specific, defined purpose.

BDCC is not Vernon's attorney, and nothing in this engagement is legal advice. Any framework or research BDCC provides should be reviewed by Vernon's own counsel before it is relied on in a negotiation.

A Preview: What a 110 Megawatt Battery Storage Project Raises

To give the Selectboard a concrete sense of what this technical assistance would actually cover, a few points are worth knowing now, ahead of any deeper Phase 1 work.

A project of this scale is not small. Industry rule-of-thumb figures put battery storage vary based on the specific technology and layout PowerTransitions eventually proposes.

Fire safety is typically the first concern communities raise about battery storage, tied to a failure mode called thermal runaway. Industry-reported failure rates have dropped sharply in recent years, but this remains the area where an independent technical review, separate from whatever the developer provides, is most often worth the cost. Other communities have required a detailed, site-specific safety plan as a condition of approval, the CPG process likely captures much of these elements, this report will detail that process.

Decommissioning of the installed battery system is worth addressing early rather than at the end of the project's life. These systems are typically designed to operate for 20 years or more, and other communities have required a decommissioning bond or similar financial instrument, funded by the developer, to guarantee the site is restored once the batteries are retired, rather than leaving that cost to the town or the state.

BDCC will research national benchmarking studies of solar, wind, and storage community benefit agreements to identify how benefits are calculated and structured. These figures will likely come from a national sample, not from Vermont projects, and should be treated as a reference point for what other communities have negotiated, not a number to anchor to before Vernon has decided what it actually wants.

This is the kind of information Phase 1 of this engagement would compile into something the Selectboard, its committees, and Vernon residents can use directly.

Proposed Scope of Work

Phase 1: Education and Landscape

BDCC delivers a plain-language written overview of community benefit agreements, host community agreements, project labor agreements, good neighbor agreements, and community benefits plans, and how each applies to a battery storage project specifically. BDCC compiles comparable examples from other communities, including the benchmark data referenced above, and presents this material to the Selectboard and to any committee or resident group Vernon wants included.

Phase 2: Cost and Funding Research

BDCC researches actual costs of hiring independent technical consultants to support a community benefit program should Vernon elect to proceed with negotiations. BDCC brings Vernon a proposed budget and a menu of possible funding sources for the town's own decision.

The final report will include recommendations for implementation and identify if areas of consideration for extended collaboration between BDCC and Vernon and potential additional partners.

Cost

BDCC's own time on Phases 1 & 2, research, drafting, and meeting facilitation, is provided to Vernon at no cost.

The cost that matters is what it takes to hire the professionals who would actually negotiate on Vernon's behalf once the town has decided what it wants. That typically means the coordination with Vernon's existing counsel for in Vermont's Section 248 and Act 250 processes, and it may mean an independent technical consultant if Vernon's priorities include an independent review of the battery system's safety plan, separate from whatever PowerTransitions provides. We do not yet have firm figures for either, and we do not want to guess at a number here. Bringing Vernon current estimates is the specific work of Phase 2.

Funding Sources BDCC Will Research

A few candidate sources are worth naming now, though none should be treated as confirmed or committed. BDCC will bring Vernon a fuller assessment as part of Phase 2. Possible sources worth checking include state economic development or brownfield redevelopment grant programs, technical assistance available through the Windham Regional Commission, BDCC, and Vernon's own municipal budget. BDCC will research eligibility and

availability for each as part of future Phase 3 implementation and bring Vernon a recommendation rather than assume any one of these in advance.

Timeline

If the Selectboard authorizes moving forward on September 1, BDCC proposes to complete the project within eight weeks.

Decision Requested of the Selectboard

To move forward, BDCC is asking the Selectboard for three things: authorization to begin this work at no cost to Vernon; a designated point of contact on the board or staff for BDCC to work through; and confirmation that Vernon's own legal counsel will be kept informed throughout, so nothing BDCC produces conflicts with or duplicates the work already underway on the site control documents themselves.

We are glad to answer questions about any part of this proposal at Tuesday's meeting, or in writing beforehand if that is more useful.

Sincerely,

Adam Grinold
Executive Director
Brattleboro Development Credit Corporation

Sources

We encourage reviewing these directly.

[Finding the Balance: Benchmarking Solar, Wind and Energy Storage Community Benefits Agreements, Clean Coalition](#)

[Energy Technologies and Siting Considerations: Battery Energy Storage System \(BESS\), National Association of Counties](#)

[Key Reforms: Community Benefits Agreements, Good Jobs First](#)

[Why community benefit agreements are necessary for data centers, Brookings Institution](#)

[What's with all the secret data center agreements?, Federation of American Scientists](#)

[Community Benefits Agreement Template \(data centers\), NAACP / Columbia Law School Sabin Center](#)

[About BDCC and Community Corp.'s Regional Development Corporation role, Brattleboro Development Credit Corporation](#)

[Regional Development Corporations of Vermont](#)