

RESET and how it fits into the state's renewable energy goals as called for in the Comprehensive Energy Plan – 90% renewables by 2050.

- Tier 1 — lets the utilities continue to sell all wind and solar RECs out of state, uses H-Q
- Tier 2 — creates a requirement for about 25 MW or 250 acres of solar a year through at least 2032 with a requirement to retire those RECs
- Tier 3 — will result in the use of more electricity, more profits for utilities, impacts on consumers inadequately understood

Tier 1. Unnecessary. Connecticut has ruled that Vermont has no renewable energy goals and there is no issue with selling RECs. Connecticut concluded:

The Authority concludes that the SPEED 2012 goal does not trigger a claim under Conn. Gen. Stat. §16-1(a)(20). The Connecticut provision precludes the eligibility of megawatt hours that are claimed toward another state's renewable energy program goals, and the SPEED 2012 program does not have identifiable numerical goals between 2012 and 2017. The Authority does not discount that voluntary representations made by Vermont retail electricity providers raise concerns. However, the federal consumer protection regime is addressing those concerns. Beginning January 1, 2017, the Vermont SPEED program may trigger a claim under Conn. Gen. Stat. §16-1(a)(20). However, the Authority concludes it is not necessary to make a final determination with respect to post-2017, particularly because legislative efforts are currently underway in Vermont to flesh out the impending post-2017 program. Finally, the Authority determines that Vermont's Standard Offer program does not preclude the use of associated renewable energy certificates for Connecticut compliance.

Recommend repealing SPEED and requiring phase-out and retirement of RECs for all installed renewables through 2017 and into the future. Sheer madness without siting standards and revised regulatory process to protect our communities, environment, property owners, and aesthetics. Adopt Compensation Bond requirement that enables Property Value Guarantee as backstop until siting legislation has been adopted, and fix the Quechee Analysis problem.

Tier 2. Requires building about 250 acres of solar per year, and enables big wind turbines to be net metered. Without siting standards in place, this will result in more destruction of important habitat and more disenfranchised communities.

Recommend excluding big wind and tabling Tier 2 until married with siting legislation.

Tier 3. Overly complicated with numerous benefits to utilities and renewable energy industry. Are consumers adequately protected?

Model depends on on-bill financing. Some questions:

- What is Vermonters' debt capacity?
- How many Vermonters will and will not be unable to participate?
- Does H.40 allow for competition so Vermonters have consumer choice regarding heat pump and Electric Vehicle and weatherization financing and installation?
- What kinds of unintended consequences will occur when homeowners who are financing heat pumps and electric cars through their electric bill need to sell and move away?

Recommend tabling Tier 3 until the model is further refined and consumer/ratepayer issues better understood by including all stakeholders, not just utility/industry/political interests.

TIER 1

**H.40 SHOULD REQUIRE PHASE-OUT AND RETIREMENT OF RECS FOR
INSTALLED RENEWABLE WIND AND SOLAR**

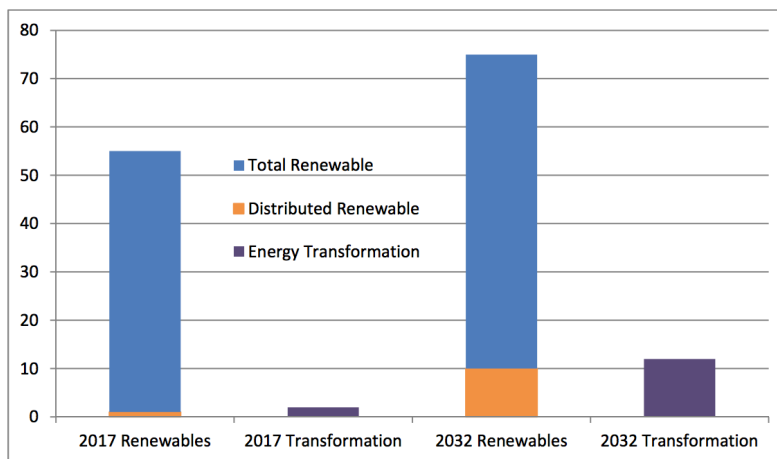
Vermont has installed about
 122 MW of installed wind
 157 MW of installed solar
 Total installed wind and solar about 279 MW.

	kwAC
<u>Wind</u>	122394.68
<u>Solar PV</u>	157508.94
<u>Methane</u>	9738.75
<u>Fuel Cell</u>	0.00
<u>Hydro</u>	338333.77
<u>Bio Mass</u>	72800.00
Total	700776.13

Of that 279 MW, the majority of the RECs are being sold to MA and CT, with no plan for retirement of RECs.

H.40 does not ever require the retirement of the RECs for solar and wind projects, except in Tier 2.

**VERMONT HAS 279 MW IN-STATE RENEWABLES THAT SHOULD BE USED TO
MEET VERMONT'S RENEWABLE ENERGY GOALS.**



How will the installations shown in blue as "Total Renewable" become renewable energy for Vermonters? Do Vermonters understand that with RESET, H-Q will be used to meet Vermont's Renewable Energy Goals if this bill becomes law?

TIER 1

SOLAR PROPOSALS ABOUT WHICH CITIZENS REQUESTED ASSISTANCE FROM VCE *LAST WEEK*

1. Bennington

SunEdison/Encore Redevelopment 500 kW – forest already cut
Allco/Ecos Energy 2.0 MW (Standard Offer) – 15 acres of forest to be cut, contiguous project, neighboring landowner deed restrictions, aesthetic issues
Allco/Ecos Energy 2.0 MW (Standard Offer) – 15 acres of forest to be cut, contiguous project, neighboring landowner deed restrictions, aesthetic issues

2. Pownal

Fire District #2 and Green Lantern, 500 kW – on wellhead source protection area

3. Bondville/Winhall

Vermont Solar Farmers, 2 MW – 15 acres of forest to be cut, access road ownership issues

4. Woodstock

Triland, from Mass. 500 kW – site has Class 3 wetlands, contiguous project issues
Triland, from Mass. 500 kW – site has Class 3 wetlands, contiguous project issues

5. New Haven

New Haven Solar, 350 kW – contiguous project issues

6. Sudbury

Allco/Ecos Energy 2.0 MW (Standard Offer), productive agricultural field, very scenic, no screening possible for neighbors, poles & wires installed prior to issuance of CPG

Total 10.35 MW of problem proposed solar power came to VCE in one week – a small portion of all the proposals in the process or being prepared for submission between now and 2017.

*ALL OF THESE PROJECTS AND ALL NEW PROPOSALS THROUGH JAN 2017
AND AFTER WILL SELL THE RECS TO MA AND CT.*

Last week, VCE also fielded issues regarding installed projects in Barton (1.89 MW - wetlands), Ferrisburgh (150 kW – historic properties) and Sudbury (500 kW – hideously ugly).

VCE Recommends

- Require the phase-out and retirement of all RECs to meet Vermont's renewable energy goals
- Enact siting standards and better public process prior to enactment

TIER 2

Creates the need to address ongoing issues with development on forests, wetlands, agricultural soils, too close to homes, public health problems, noise pollution, aesthetics and impacts to property values.

ENABLES BIG WIND TURBINES TO BE USED IN NET METERED PROJECTS.

Last year, DPS data showed much more cost shifting with wind than solar, and the cost shifting increases as the size and output of the wind turbine increases.

UNRESOLVED ENVIRONMENTAL ISSUES AS NOTED BY AGENCY OF NATURAL RESOURCES:

The Agency of Natural Resources has observed “a disproportionate number of [net metering] projects proposed in sensitive areas, such as in wetlands or near streams or rivers.” – *November 19, 2014 letter of Judith Dillon, Esq., ANR, to Susan Hudson, Clerk, Vermont Public Service Board, Re: Act 99 Net Metering Workshop Process: Response to November 10, 2014 Board Memorandum.*

In that letter the ANR further states:

“The deployment of in-state renewable generation necessary to achieve the State’s policy goals for climate change mitigation should not sacrifice the natural resources that are critical to the State’s ability to adapt and remain resilient to climate change. As the pace of net metering deployment increases, so will the demand for suitable sites. Suitable sites are those that do not compromise the state’s sensitive natural resources including wetlands, wildlife habitat, and river corridors. ...

Recent experience suggests net metered solar facilities are sited on environmentally sensitive land in part because that land appears less expensive than other nearby parcels. Development of these sensitive sites results in environmental costs and compromises our resiliency to climate change. ...

Siting on seemingly inexpensive land may in fact increase overall project costs and undermine the State’s energy and environmental goals. Even if it is more expensive to acquire sites that avoid resource impacts incentives should be structure to support such projects in order to avoid more sensitive and critical areas such as wetlands or river corridors.”

VCE Recommends:

- Solar Only
- Establish siting criteria, prioritization, standards, more fair and effective public process with enforcement prior to enactment

SITING STANDARD PROBLEMS AND SOLUTIONS

1. FIX TO QUECHEE ANALYSIS PROBLEM

Already in statute, to take effect January 1, 2017:

<http://legislature.vermont.gov/statutes/fullchapter/30/089>

(D) with respect to net metering systems that exceed 150 kW in plant capacity, shall apply the so-called "Quechee" test for aesthetic impact as described by the Vermont Supreme Court in the case of *In re Halnon*, 174 Vt. 515 (2002) (mem.). The rules and application form shall state the components of this test.

Revise:

- apply to all renewable energy facilities (not just net metering)
- size should be 100kW and above
- take effect upon passage

2. SHORT TERM STOP-GAP TO ENACT, IF H.40 IS ENACTED, TO BE REPEALED UPON PASSAGE OF RENEWABLE ENERGY SITING LEGISLATION

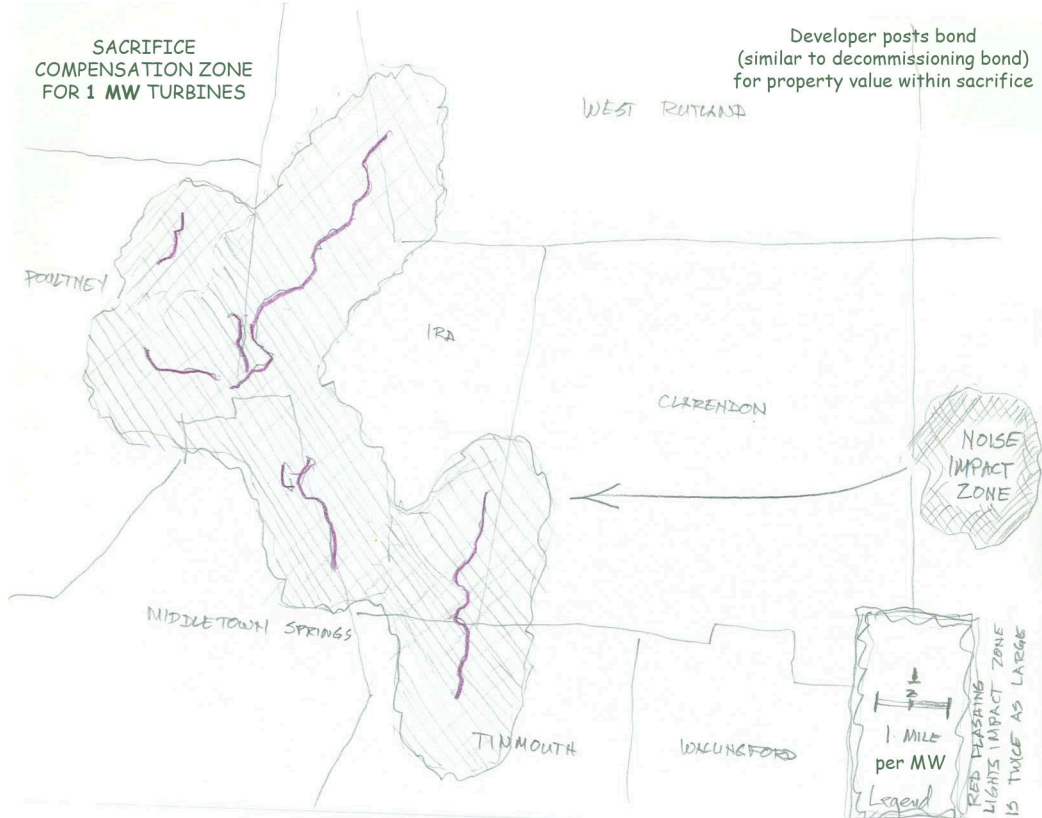
1. Identify sacrifice zone.
 - a. 1 mile per MW for wind
 - b. landowners with views of project for solar
2. Total property value within sacrifice zone.
3. Developer posts Compensation Bond equal to value of properties within sacrifice zone
4. Landowners and developers follow guidelines of Property Value Guarantee to compensate landowners

Attached:

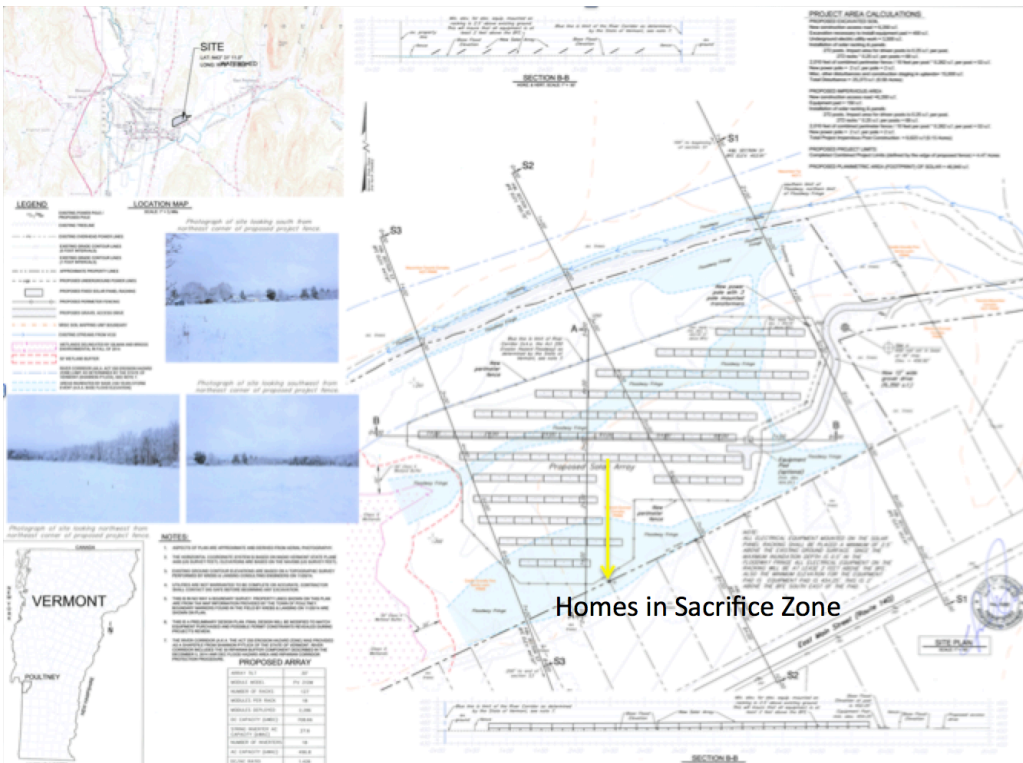
Sample sacrifice zone for wind

Sample property value guarantee

WIND -- SACRIFICE ZONE



SOLAR – SACRIFICE ZONE



Property Value Guarantee Agreement

This Property Value Guarantee Agreement (“Agreement”) made and entered into on this ____ day of _____, _____, by and between *(Insert Developer Corp. Name)* _____, having its principal offices at _____ (“Guarantor”) and _____, residing at (insert address) _____, IL (zip) _____, (“Property Owners”).

RECITALS

WHEREAS, Property Owners own eligible Property as described herein (“Property”), that Property having the legal description as follows:

_____ Livingston County,
Illinois.

WHEREAS, Guarantor has been granted approvals by Livingston County Ordinance No. _____ for the construction and operation of a wind energy center consisting of up to # _____ turbines on properties located in unincorporated _____ Townships in Livingston County, Illinois (“Wind Energy Center”);

WHEREAS, Guarantor desires to alleviate concerns and guarantee preservation of Property values of all Property located in proximity to the Wind Energy Center, specifically within two (2) miles of any wind turbine (measured from furthest reach of turbine blades to the Property); and

WHEREAS, Guarantor desires to provide for either continued occupancy of existing residences by Property Owners or otherwise not financially impacting neighboring Property Owners as a result of the Wind Energy Center project; and

WHEREAS Property Owners are desirous of preserving equity in the Property, by ensuring that if the Property described herein is either diminished in value or sold at a price less than the ASKING PRICE as a result of proximity to the Wind Energy Center, as determined by the procedures contained herein, the Guarantor will guarantee payment to the Property Owners of such difference; or if Property Owners are unable to sell the Property following a reasonable marketing period, as defined herein, the Guarantor will guarantee payment to the Property Owners of the full Appraised value and purchase the Property, as defined herein.

IT IS HEREBY AGREED AS FOLLOWS:

1. EFFECTIVE DATE OF AGREEMENT. This Agreement shall become effective and binding on Guarantor when signed by both parties. Notwithstanding the foregoing, if an

administrative agency or court of competent jurisdiction rules or holds that the approvals or permits issued by Livingston County for the Wind Energy Center has been in excess of or in violation of said governmental body's authority or otherwise unlawful, and Guarantor has not constructed any of the wind turbines, then Guarantor's obligations under this Agreement shall be null and void. However, the construction of any or all of the proposed turbines shall render this Agreement in full force and effect, and constitute the requirement of Guarantor to fulfill all obligations to the Property Owners, as defined herein.

2. ELIGIBILITY: EXERCISE OF GUARANTEE. (a) Property that is within two (2) miles of the tip of a turbine blade that is part of the Wind Energy Center is covered by this guarantee, to the extent the Property is developed or approved for development on _____, the date Livingston County voted to approve Ordinance No. _____ approving the Wind Energy Center ("Ordinance Date"). Property Owners who were owners of record as of the Ordinance Date ("Property Owners"), or their legitimate heirs or assigns as described in Paragraph 14, are eligible to exercise this guarantee. In the event that the Property Owners wish to sell their eligible Property and exercise the guarantee set out in this Agreement, they shall notify Guarantor of same in writing by certified mail and thereafter they shall make a good faith effort to sell said Property by entering into a listing contract with a licensed real estate broker pursuant to the terms herein. (b) Property Owners shall have a period of ten (10) years to execute this Agreement from the Ordinance Date cited in Paragraph 2.

3. QUALIFIED PROFESSIONAL APPRAISER. For the purposes of this Agreement, a "qualified professional appraiser" shall mean a person who is licensed by the State of Illinois as a Certified General Appraiser or Licensed Residential Appraiser who (a) holds a valid Illinois license; (b) has not been subject to any suspension or revocation of license for any prior disciplinary action regarding their Illinois license by Illinois licensing authorities or from any professional association to which appraiser is a member or affiliated with; (c) has not been previously retained by either the wind energy industry or any citizens or citizens groups to opine in writing or in testimony as to wind energy projects' effects on property values, hereafter deemed a "Qualified Professional Appraiser" ("Appraiser"); (d) is not related to the Property Owners, is not an employee or prior contractor of Guarantor or its affiliates and does not otherwise have a business relationship with Guarantor or Property Owners; (e) is a member of at least one (1) national appraisal association that subscribes to the requirements of USPAP; and (f) has at least five (5) years' experience in appraising and has worked with Livingston County and/or any surrounding Counties during that period. All appraisal reports shall conform to the Uniform Standards of Professional Appraisal Practice (USPAP), as required by current Illinois law. The appraisal fee shall be paid in advance by the Guarantor to Livingston County, for retention of the Appraiser by the County Attorney, who shall include a copy of this Agreement to the Appraiser with the required fee, and a retention letter advising the Appraiser that the County, as a neutral party, is retaining the Appraiser and they are instructed to be independent of any influence from either party to this Agreement. Guarantor agrees to reimburse the County for any services required of the Appraiser subsequent to delivery of the Appraisal Report, including but not limited to time expended responding to subpoena for testimony at deposition or trial.

4. AGREED TO ASKING PRICE. The ASKING PRICE is the value of the Property at the time the Property Owners decide to sell, with Property Owners' discretion to

either increase or decrease the ASKING PRICE by no more than Five Percent (5%) difference with the Appraised Value. The ASKING PRICE of the Property may, however, be mutually agreed to by the Property Owners and the Guarantor. The ASKING PRICE may be mutually amended by agreement of the Property Owners and Guarantor at any time, subject to agreement.

5. DETERMINATION OF ASKING PRICE BY APPRAISAL. If the parties are unable to agree on the ASKING PRICE of the Property prior to the Property Owners listing the Property for sale, then the Guarantor shall hire, at its expense, a second Appraiser and shall notify Property Owners of such Appraiser in writing with a resume or qualification summary for the Appraiser for review by the Property Owners. If the Property Owners object to the Guarantor's choice of appraisers, they shall state those objections to Guarantor in writing within thirty (30) days of the notification of the choice of Appraiser. In the event Property Owners reasonably object, the Guarantor shall choose another appraiser, and proceed as described below. When a qualified professional appraiser is hired pursuant to Paragraph 5, he or she shall be instructed to determine the fair market value which will become the ASKING PRICE, subject to Property Owners' Five Percent (5%) discretion, of the Property as follows:

a. Assume that no wind energy center(s) or utility scale wind turbine(s) are located within two (2) miles of the Property;

b. Utilize comparable sales data of property, developed as the Property was developed as of the Ordinance Date and located a minimum of two (2) miles distance away from the Wind Energy Center, or further so that in the opinion of the Appraiser the selling price of that comparable property was not influenced by the presence of the Wind Energy Center or any other wind energy project;

c. Utilize a minimum of three (3) comparable sales properties, located approximately the same distance from major population centers (such as _____) so that in the opinion of the Appraiser the selling price of the comparable property was not influenced by its closer or more distant proximity to new or existing population or employment centers;

d. Establish the fair market value which is based upon the Property as developed on the appraisal inspection date, with consideration of any normal or typical maintenance, repairs or additions made during the effective term of this Agreement;

e. Prepare a written narrative appraisal or residential form report supplemented as needed with written descriptions, analysis or comments, and which conforms to the requirements of USPAP;

f. Prepare the appraisal in full compliance with any and all state standards and state regulations which pertain to the preparation of an appraisal of the Property except those standards and regulations which conflict with these instructions; and

g. The Appraiser shall note the condition of the Property, both interior and exterior, at the time of the appraisal.

If Property Owners and Guarantor accept the appraised value, then such value shall constitute the ASKING PRICE, and the Property Owners shall offer the above-described Property for sale at no less or more than a Five Percent (5%) difference with that price. If either the Property Owners or the Guarantor does not accept the appraised value, the non-accepting party may retain a second qualified professional appraiser, of its choice, who shall not be made aware of the first appraised value and who shall determine the fair market value of the above-described Property on the basis of Paragraph 5(a) through (g) above. If both parties do not accept the original appraisal, they shall agree to the second qualified professional Appraiser and Guarantor shall pay the costs. In the event a second appraisal is obtained pursuant to this Paragraph and is within Ten Percent (10%) of the first appraisal, the ASKING PRICE shall be the arithmetic average of the original appraised value and the second appraised value, unless the Guarantor or the Property Owners are unsatisfied with such appraisal with specific reason(s) given in writing for disagreement with the appraised value. In such event, the first two (2) appraisers shall be instructed to agree on a third qualified professional Appraiser, at the sole expense of the Guarantor or the Property Owner, whichever is unsatisfied, unless both parties are unsatisfied in which case the expense shall be equally shared, and who shall not be made aware of either the first or second appraised values, and who shall determine the fair market value of the Property on the basis of Paragraph 5(a) through (g) above. The ASKING PRICE will then be the arithmetic average of the three (3) appraised values if the lowest value is no more than Fifteen Percent (15%) lower than the highest appraised value. If the Fifteen Percent (15%) range is exceeded, the third appraisal shall conclusively determine the ASKING PRICE for the purpose of this Agreement.

6. LISTING WITH BROKER. Property Owners shall utilize the services of a real estate broker/agent who shall be licensed in Illinois, is not financially affiliated with or related to the Appraiser, shall not be immediately related to the Property Owners or Guarantor as determined by being related or no closer than second cousins and/or any history of sharing the same residence, and shall be a member of the Board of Realtors Multiple Listing Service or Exchange ("Broker"), unless these requirements are waived by the Guarantor upon the request of a Property Owner. Property Owners shall give Guarantor notice of the Broker with whom they wish to contract and shall obtain Guarantor's approval of said Broker within five (5) business days of written notice to Guarantor that Broker meets the no-relation requirement. Guarantor will not reasonably withhold such approval and will confirm no relationship with Broker to the Property Owners. If the Guarantor objects to the Property Owners' choice of Broker, Guarantor shall state those objections, in writing to Property Owners. In the event Guarantor reasonably objects, the Property Owners shall choose another Broker, and proceed as described above. As sellers of the Property, Property Owners shall be responsible for the brokerage commission or fee UNLESS the Property is purchased by Guarantor pursuant to Guarantor's purchase of the Property after one hundred eighty (180) days as provided for herein. Nothing herein shall prevent the Property Owners from selling the Property at a value higher than the ASKING PRICE as determined herein.

7. TERM OF LISTING. Property Owners shall list the Property, at the ASKING PRICE as determined in Paragraphs 4, 5 and 6, or at a higher value if agreed by Guarantor. During the listing term, Property Owners shall accept any offer to purchase for the ASKING PRICE that is a bona-fide offer to purchase by a qualified buyer with a valid loan commitment or

buyer otherwise acceptable to the Guarantor, provided that normal mortgage contingencies have been met or satisfied by buyer or waived by Property Owners and any home inspection contingency has been satisfied or waived by Property Owners. Said listing contract shall provide: (a) that the Broker shall list the Property in the multiple listing exchange; (b) that the Property will be so listed until the occurrence of either the (i) closed sale of the Property, or (ii) expiration of a period of one hundred eighty (180) days; and (c) that the Broker shall not be entitled to any commission after the expiration of the listing contract. The Property Owners shall cooperate with the Broker in obtaining a purchaser pursuant to the terms set forth in the listing agreement and shall make, in good faith, all reasonable efforts necessary to conclude a sale pursuant to the said terms. However, this shall not be construed as a requirement that Property Owners conceal their own experience with living in the Property, inclusive of any audible or inaudible noise effect emanating from the wind turbines.

8. OFFERS TO PURCHASE. Property Owners shall provide the Guarantor with written notification of every written contract or offer to purchase that they receive for the Property and agree, for a period of one hundred eight (180) days, not to accept any offer below the ASKING PRICE without the express and written approval of the Guarantor, provided that Guarantor responds within twenty-four (24) hours of Notice from Property Owners. In no event shall the Property Owners entertain anything other than good faith, bona-fide offers of purchase.

9. GUARANTOR'S CONSENT TO PURCHASE. Guarantor shall have the right to make non-contingent counteroffer(s) on any offers of purchase which are more than Five Percent (5%) below the ASKING PRICE, said counteroffer to be tendered to the purchaser within twenty-four (24) hours of notification by the Property Owner of the offer of purchase. In the event the purchaser accepts or meets any such counteroffer made or requested by the Guarantor, or in the event the Guarantor otherwise consents to a sale of the Property more than Five Percent (5%) below the ASKING PRICE, the Guarantor shall pay the Property Owners, at closing, the difference between the ASKING PRICE and the sale price so established.

10. SALE WITHOUT GUARANTOR CONSENT. If the Property Owners have not received an offer of purchase at the ASKING PRICE within one hundred eighty (180) days of listing the Property for sale, or the Guarantor has not consented to the sale of the Property below the ASKING PRICE, the Property Owners may sell the Property at the highest offer of purchase still pending or at the next good faith bona-fide offer to purchase. Property Owners shall notify the Guarantor, in writing, of their intention to accept such offer.

11. PROPERTY OWNERS' CLAIM.

(a) If the Property has sold for less than the ASKING PRICE, as determined herein, and Property Owners believe that the reason for such lowered value is because of the Wind Energy Center's proximity to the Property, Property Owners shall make a claim to the Guarantor, requesting payment for the difference between the ASKING PRICE and the sales price. Within thirty (30) days of such request, Guarantee shall pay the Property Owners the difference unless Guarantee, within that time, has demonstrated that the sale is not a bona-fide transaction.

(b) If the Property Owners have not received an offer to purchase at the ASKING PRICE after one hundred eighty (180) days of listing the Property for sale, Guarantor shall, within thirty (30) days of notification in writing, purchase the Property for the ASKING PRICE, unless Guarantor, within that time, has demonstrated conclusively that Property Owners did not reasonably cooperate with the terms of a bona-fide sales contract.

c) If the Property has not sold within one hundred eighty (180) days of the listing agreement and Guarantor provides Multiple Listing Service statistics that demonstrate a median Marketing Time for all unincorporated Livingston County residential properties is in excess of one hundred eighty (180) days, as of the original listing date, than Guarantor has the option of notifying the Property Owners that they must extend the listing or enter into a separate listing agreement with a new Broker for a period of one hundred eighty (180) days. If the extended listing option pursuant to Paragraph 11(c) does not result in a bona-fide sales agreement within the second (2nd) one-hundred-eighty (180) day listing term, then Guarantor must abide by the terms of Paragraph 11(b) and buy the Property for an increased price as determined by the Appraised Value plus the most recent Consumer Price Index (CPI) multiplied by Fifty Percent (50%).

12. AGRICULTURAL LAND. This Agreement requires payment by Guarantor to any non-participating agricultural land owners with Property located within two (2) miles of the Wind Turbines ("AG Property Owners"), on the basis of increased costs, if any, resulting from AG Property Owners' loss of aerial spraying services, provided that: (a) AG Property Owners have utilized aerial spraying services for at least one (1) of the last three (3) years during crop seasons; (b) aerial spraying services either decline to continue service to the AG Property in question as a direct result of pilot safety concerns from wind turbine structures or increase the cost of services to the AG Property in question; (c) lower lease rates are agreed between AG Property Owners and tenant farmer as a result of tenant farmer's increased costs described in Paragraph 12(a) and/or (b). Cost increases and AG Property Owners' compensation shall be based on either the actual cost increase for continued use of aerial spraying services active in Livingston County or the actual contracted third (3rd) party cost of alternative application of agricultural chemicals minus the last-documented cost for aerial application of agricultural chemicals. Guarantor shall be provided documented cost differences as soon as practical after costs are incurred by the AG Property Owners, and shall submit payment to AG Property Owners within sixty (60) days of notice by AG Property Owners. However, Guarantor shall have the right to have cost information reviewed by an independent auditor during the sixty (60) day period, and if payment due the AG Property Owners is disputed by Guarantor, they shall have the right to submit the payment claims to arbitration in Livingston County, Illinois.

13. TERMINATION OF GUARANTOR'S OBLIGATIONS. This Agreement shall terminate and Guarantor shall have no obligation to guarantee the Property value or purchase price once any wind turbines located within two (2) miles of the Property are decommissioned and demolished and operations at the Wind Energy Center have been permanently terminated as a result of any corporate decision, order, judgment, or decree issued by a federal, state, or local agency, court, or unit of government having jurisdiction under administrative code, statute, law, or ordinances.

14. PROPERTY OWNERS' OPTION AND ALTERNATIVE TO RELOCATION. In the event that any Property Owners elect to remain in their home and not relocate pursuant to the preceding terms and conditions of the Property Value Guarantee, Property Owners located in the footprint or within one (1) mile of the perimeter of the footprint shall notify Guarantor within three (3) years of commencement of operations of the Wind Energy Project that they are exercising their option under Paragraph 14, and shall be compensated by the developer in a cash amount equal to Twenty-Five Percent (25%) of the Appraised Value, as set forth in Paragraph 5 of this Agreement. Property Owners located between one (1) mile and two (2) miles of said footprint perimeter shall have two (2) years to exercise the Paragraph 14 option, and compensation shall be equal to Five Percent (5%) of the Appraised Value, as set forth in Paragraph 5 of this Agreement. Any exercise of the Paragraph 14 Property Owners' Option and payment to Property Owners by Guarantor shall constitute a full waiver and release of any future property value diminution claim or right to sell to the Guarantor as otherwise provided for in this Agreement.

15. ASSIGNMENT OR TRANSFER. Neither this Agreement nor the rights under it may be assigned, conveyed, or otherwise transferred by Property Owners. The guarantee given by Guarantor to guarantee the Property value and to purchase the Property is personal, and does not run with the land; however, said Agreement shall inure to the benefit of the Property Owners, their personal representatives, trustees, guardians, custodians or their heirs; but, in all events, shall terminate after any closed sale of the Property.

16. APPLICATION OF LAW DISPUTES. This Agreement shall be construed consistent with law in the State of Illinois. Disputes concerning the application or terms of this Agreement shall be subject to the Circuit Court jurisdiction of Livingston County.

GUARANTOR:

By: _____
Name Title Date

PROPERTY OWNERS:

Name Title Date

Name Title Date

RESET great name. Time to RESET our renewable energy programs.

Renewable energy costs more. SPEED effectively hid the real cost of renewable energy from Vermonters. Time for an honest energy policy for Vermonters.

Recommend repealing SPEED and taking time to establish new policies that include a new process for siting, with new standards.

At a minimum, the passage of this bill make it clear to Vermonters what bargain they are being asked to accept to keep their electric bills down. Sheffield, Lowell, Georgia Mountain and many solar installations throughout the state including SunCommon Community Solar Arrays are providing “renewable energy” to Massachusetts and Connecticut, not Vermonters. If Vermonters want the power from projects already built, they will have to pay more for it.

Recommend adding language requiring utilities to create programs that enable Vermonters to voluntarily pay more for renewable energy, similar to CVPS cow power, to encourage the retirement of high value RECs. Vermonters want renewable power, why not give them the opportunity to pay more and retire the RECs so people get real renewable energy?

Recommend adding language requiring full disclosure of ownership of Renewable Energy Credits in all promotional materials, applications for CPGs, and CPG approvals, and any signs at project sites.

Recommend adding language that creates vastly more transparency with the public. This transparency can be achieved by real time web-based dashboards such as Northern Power System has for some of its NPS 100s. SCADA data should be required to be available at all times for all utility scale renewables.

½ a bill. Utilities, developers, renewable energy advocates. Other half communities and the people who live with the results.

This bill is more of the same. Perpetuates the disconnect between utilities/rates and consumers. Old school model. Parental – utilities will do what’s best for ratepayers.

Distributed generation creates new opportunities to connect consumers directly to generation.

Squandering that opportunity, resulting in imbalance that benefits utilities and developers at the expense of our communities and state’s aesthetics. Unsustainable.

Focus on (“obsession” with) low cost. Like fossil fuel industry, renewable industry is externalizing costs. Need to look at the whole picture. Devalued properties,

divided communities (wind), degraded aesthetics (wind and solar) reduced quality of life and health. Environmental degradation.

Over time, expect reduced grand lists as property values decline. Already seeing it around wind projects, with sales below listed and town assessed value in Albany and Sutton, and numerous properties that have been on the market with no sales. Do not be blind to this, because the dollars will add up over time. Solar has resulted in litigation already (Suncommon/New Haven). First thing people who are hit with a solar project plunked down in their neighborhood say is "I am concerned about my property values." These policies come with real costs that have not been evaluated or taken into consideration.

Wind energy's negative impacts must be evaluated and addressed before any more big wind turbines are erected. There is ongoing harm. Deal with the sacrifice zones.

Vermont's reputation for strong communities and protection of aesthetics has taken a huge hit under the SPEED/Standard Offer program.

Standard Offer not working for our communities. Site selected, locked in, PSB process becomes a rubber stamp.

Nothing innovative about solar development in Vermont with few exceptions.

PSB continues to have its authority usurped by the legislature - 3 sections of bill, recommend deleting them

pp. 41-42

16 (1) Notwithstanding any other provision of law, an electric distribution
17 utility subject to rate regulation under this chapter shall be entitled to recover
18 in rates its prudently incurred costs in applying for and seeking any certificate,
19 permit, or other regulatory approval issued or to be issued by federal, State, or
20 local government for the construction of new renewable energy to be sited in

VT LEG #303053 v.7

BILL AS INTRODUCED
2015

H.40
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1 Vermont, regardless of whether the certificate, permit, or other regulatory
2 approval ultimately is granted.

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7 (3) To encourage joint efforts on the part of electric distribution utilities
8 to support renewable energy and to secure stable, long-term contracts
9 beneficial to Vermonters, the Board may establish standards for preapproving
10 the recovery of costs incurred on a renewable energy plant that is the subject of
11 that joint effort, if the construction of the plant requires a certificate of public
12 good under section 248 of this title and all or part of the electricity generated
13 by the plant will be under contract to the utilities involved in that joint effort.

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7 (r) The Board may provide that in any proceeding under subdivision
8 (a)(2)(A) of this section for the construction of a renewable energy plant, a
9 demonstration of compliance with subdivision (b)(2) of this section, relating to
10 establishing need for the plant, shall not be required if all or part of the
11 electricity to be generated by the plant is under contract to one or more
12 Vermont electric distribution companies and if no part of the plant is financed
13 directly or indirectly through investments, other than power contracts, backed
14 by Vermont electricity ratepayers. In this subsection, “plant” and “renewable
15 energy” shall be as defined in section 8002 of this title.

This type of provision takes discretion from PSB and limits what intervenors can impact. We need provisions beyond this since even if there is a need for the resource it should be developed consistent with local and regional plans that are intended to promote development in the right locations. Legislature should give low impact solar a leg up so that developers are encouraged to do more roof top and low

impact projects and not just develop the first green field they can get their hands on and we should not promote clearing forested land for solar.

At the same time, too much has been given to the PSB that is not their area of expertise and which they are doing badly (Quechee Analysis). No enforcement.

Better process to let the PSB do what it is intended to do, rates, need, reliability, interconnection.

Act 250 for land use, utilize infrastructure,

- district coordinator,
- database,
- stakeholder identification,
- enforcement

create new process within that infrastructure that enables people to sit down together and work on developing renewable energy in a positive way.

New energy demands new process with new standards. "Siting" has two steps

- 1 process
- 2 standards

Too much fighting, more opposition developing all the time, will continue to be contentious and that is totally unnecessary. Vermonters want renewable energy, they want it in their communities, they want to be able to buy into it, and right now feel completely left out, except to have to deal with the negative impacts of poor sites and aggressive developers.