A COMMUNITY NEGOTIATION HANDBOOK

What to Demand from Data Centers

Leverage, evidence, and enforceable terms for communities facing existing and incoming facilities

EIGHT PARTS · TWO MODEL CONTRACTS · 84-DEMAND MASTER CHECKLIST

Data centers are arriving in communities faster than the planning, the studies, or the public can keep up. This handbook is how residents, local officials, and coalitions negotiate from strength — what to ask for, the evidence behind every demand, and the enforceable contract language that turns a promise into an obligation.

> *"The developer needs your community's yes. That need is the leverage. This is how to spend it well."*
>
> FROM THE CLOSING NOTE

$64B
in projects blocked or delayed by community organizing

268
local opposition groups organizing nationwide

14+
states that have paused data-center approvals

DANGEROUS THOUGHTS

FIGURES, CONTRACT LANGUAGE & BENCHMARKS CURRENT AS OF JUNE 2026 · MODEL/ADVOCACY REFERENCE, NOT LEGAL ADVICE

What's inside

01

PART ONE

Know Before You Negotiate

Understanding the facility, the leverage, and the playbook before any table.

A community's guide to understanding what a data center is, what it actually costs, where your leverage lives, and how to decide whether to fight, pause, or deal.

Why this chapter comes first

The single greatest advantage data center developers hold over communities is **information asymmetry**. They arrive with site selectors, utility consultants, land-use attorneys, and economic impact studies commissioned to their specifications. Most communities get two weeks' notice before a rezoning hearing, a glossy rendering, and a jobs number nobody can verify.

This chapter exists to flip that asymmetry. Before your community demands anything, you need to know four things:

1. **What the facility actually is** — because "data center" describes everything from a 2 MW server room to a 1,000 MW campus that draws more power than a major city.
2. **What it actually consumes and produces** — energy, water, noise, tax revenue, and far fewer jobs than the press release implies.
3. **Where your leverage lives** — the specific legal and procedural veto points where the developer needs *your* yes.
4. **What your real options are** — outright opposition, a moratorium to buy time, or a negotiated agreement with enforceable terms.

A community that understands these four things negotiates from strength. A community that doesn't gets a ribbon-cutting, an NDA, and a utility bill.

1.1 What a data center actually is

A data center is an industrial facility housing computer servers, storage, and networking equipment, plus the electrical and cooling infrastructure required to keep them running 24/7/365. The building itself is mostly empty of people — it is, functionally, a power-conversion and heat-rejection machine wrapped around racks of computers.

The three categories that matter to your negotiation

Hyperscale facilities. Built by cloud and AI giants — Amazon (AWS), Google, Microsoft, Meta, and AI-specialized operators like CoreWeave — to run their *own* workloads. These are the monsters: individual buildings of 100,000–1,000,000+ square feet, campuses drawing 100 MW to over 1,000 MW (a gigawatt — roughly the output of a nuclear reactor), often built in multi-building phases over a decade. The May 2026 Brookings study "Data Centers and Local Labor Markets" (Bahar & Wright) found these are the only category that produces meaningful local tech-sector job growth, because they create demand for local fiber installers, network operations staff, and IT contractors.

Colocation ("colo") facilities. Built by data center landlords — Equinix, Digital Realty, CyrusOne, Vantage, QTS — who lease rack space, cages, or whole suites to remote tenants. A bank in New York renting server space in your county hires nobody in your county. The same Brookings study found colocation counties see construction activity but **no significant information-sector job growth** — and that state incentives represent roughly **62% of total investment** in colocation counties versus only ~2% in hyperscale counties. Translation: the facilities most dependent on your subsidies are the ones that deliver the least.

Edge and enterprise facilities. Smaller installations (1–20 MW) serving local latency needs or a single company. Lower impact, lower stakes — but the definitions in your zoning ordinance should still capture them, because "small" projects have a habit of phasing into large ones.

Key vocabulary for the hearing room

Term	What it means	Why it matters
MW (megawatt)	Unit of power demand. 1 MW ≈ continuous demand of ~750–1,000 homes	The single most important number in any proposal. Always demand it in writing, at full buildout
Critical IT load vs. total load	IT load is the computers; total load includes cooling and overhead	Developers quote the smaller number. Demand total facility load
PUE (Power Usage Effectiveness)	Total facility power ÷ IT power. Industry average ~1.56; best-in-class ~1.09	A contractual efficiency benchmark you can demand
WUE (Water Usage Effectiveness)	Liters of water per kWh of IT load	The water equivalent of PUE — demand disclosure and a contractual cap
Evaporative cooling	Cooling that consumes water by evaporating it (cooling towers, swamp coolers)	The water-intensive option. Cheap for the operator, costly for your aquifer
Closed-loop / air / immersion cooling	Cooling that recirculates fluid or uses outside air; minimal ongoing water draw	The alternative you can demand in water-stressed regions

Term	What it means	Why it matters
Substation / interconnection	The grid connection point; new facilities often require new substations and transmission lines	Where utility costs get socialized onto ratepayers — unless your state or contract says otherwise
Behind-the-meter generation	On-site power (gas turbines, fuel cells, solar) not drawn from the grid	Can mean on-site combustion, emissions, and noise — a permitting hook
Phase 1 / full buildout	Projects are approved in phases; impacts are usually disclosed only for Phase 1	Always negotiate against the *full buildout* number, never the opening phase

The phasing trap

The most common bait-and-switch in data center development: a developer seeks approval for a modest first building, then expands under by-right zoning or administrative approvals that never return to public hearing. Lancaster, Pennsylvania residents and Virginia communities alike have learned that the project you approve is rarely the project you live with. **Rule one of Part 1: every demand, every study, and every mitigation in this handbook must be scoped to full buildout, with re-opener clauses for any expansion.**

1.2 The resource footprint: what the facility consumes

Energy: the defining issue of the decade

The scale is genuinely without precedent in American land-use history:

- Lawrence Berkeley National Laboratory's 2024 report to Congress estimated U.S. data centers consumed about **176 TWh of electricity in 2023** — **roughly 4.4% of all U.S. electricity** — and projected consumption could reach 6.7%–12% of national electricity by 2028.
- A January 2026 Bloom Energy analysis projects U.S. data center power demand nearly doubling from **80 GW to 150 GW between 2025 and 2028** — the equivalent of adding the entire electricity demand of Spain in three years (Consumer Reports, March 2026).
- A single hyperscale campus can exceed the consumption of a large city. Clean Wisconsin noted one proposed campus would use more energy than **one million Wisconsin homes** — more than the city of Milwaukee (WJFW, May 2026).

Why this lands on your electric bill. New large loads require new generation, transmission, and substations. Under traditional utility ratemaking, those capital costs are spread across *all* customers. The results are already measurable:

- In the PJM grid region (65 million people across 13 states), capacity costs jumped from **$2.2 billion to $14.7 billion in a single year**, with data centers responsible for nearly two-thirds of the increase (IEEFA; Brookings, May 2026).
- U.S. residential electricity rates rose roughly **32% between July 2020 and July 2025** (S&P Global), with three PJM states — including Virginia, the densest data center market on earth — seeing rate increases of 11–16% attributed in legislative analyses to data center load (California SB 886 support letters).
- Oregon's regulatory overhaul ended what was estimated at over **$210 million in ratepayer subsidies** flowing to tech companies before the state shifted to a "cost-causer pays" framework (EnkiAI policy analysis, June 2026).

This is why Part 2 of this handbook (Energy & Ratepayer Protection) is the longest: the largest single transfer of wealth from your community to the developer doesn't happen at the negotiating table — it happens silently, on every resident's monthly bill, unless you stop it.

Water: the issue developers least want to discuss

Data centers use water two ways — **directly** (cooling water pumped through and around the equipment, typically evaporated away in cooling towers) and **indirectly** (the water consumed generating their electricity, which is enormous when the power comes from fossil or nuclear steam plants).

The numbers communities should know:

- Lawrence Berkeley National Laboratory estimated U.S. data centers **directly consumed about 17 billion gallons for cooling in 2023**, with projections that this could **double or even quadruple by 2028** (The Conversation, Aug 2025).
- Indirect consumption through electricity generation added an estimated **211 billion gallons in 2023** (The Network Installers compilation of LBNL data, 2026).
- An average facility consumes roughly **300,000 gallons per day**; a medium facility can use **110 million gallons per year** (equivalent to ~1,000 households); a large hyperscale site can draw **up to 5 million gallons per day** — **about 1.8 billion gallons annually**, the consumption of a town of 10,000–50,000 people (EESI; Indiana University OneWater).
- The concentration risk is real: one Google facility in The Dalles, Oregon consumed **29% of the town's entire water supply** in 2022 (The Network Installers, 2026).
- Cooling water is treated with anti-corrosion and anti-bacterial chemicals, making the evaporated and discharged portions **unavailable for drinking or agriculture** — it leaves your local water cycle (Indiana University OneWater fact sheet).

The disclosure problem. Companies rarely tell the public exactly how much water a specific facility uses; a 2016 survey found fewer than one-third of operators even tracked it (EESI). Operators increasingly tout fleet-wide efficiency averages (Amazon cites a 2024 fleet WUE of 0.15 L/kWh and expanding reclaimed-water use) — but a fleet average tells you nothing about *your* site, *your* aquifer, *your* drought year. Industry comparisons to car washes and golf courses are marketing, not hydrology: what matters is your watershed's capacity, your utility's supply contracts, and who gets curtailed first in a shortage. Part 3 of this handbook turns each of these into a specific contractual demand.

Noise, air, light, and land

- **Noise.** Cooling fans, chillers, and backup generators produce a continuous low-frequency hum, 24/7. It is the most common quality-of-life complaint near operating facilities (documented extensively in Loudoun and Prince William Counties, Virginia) and the issue experts flagged when Lancaster's CBA limited residents' ability to sue over it (LancasterOnline, April 2026).
- **Diesel backup generators.** A hyperscale campus may permit dozens to hundreds of diesel generators, tested regularly and run during outages — a regulated air-pollution source and your air district's permitting hook.
- **Behind-the-meter gas generation.** As grid interconnection queues lengthen, developers increasingly propose on-site gas turbines — converting a "data center" into a de facto unregulated power plant. Treat any on-site combustion as a separate, fully-permitted industrial use.
- **Light and visual impact.** Campus lighting, massing, and 60+ foot windowless walls adjacent to homes and farmland.
- **Land.** Hyperscale campuses consume hundreds to thousands of acres, frequently farmland or forest, with impervious-surface and stormwater consequences your county engineer should model before any vote.

1.3 The truth about jobs

This is where developers' numbers are softest and communities most often get sold. The evidence base improved dramatically in May 2026, when Brookings published the first rigorous causal study of data center employment effects (Bahar & Wright, "Data Centers and Local Labor Markets" — ~770 U.S. facilities, 93 treated counties, 2003–2024, synthetic control method). What every community should internalize:

1. Permanent on-site jobs are few. A typical operating data center employs **10–30 permanent staff**; large projects promise "dozens to a few hundred." For comparison, the average paper mill employs around 355 people (BLS, via WJFW/Clean Wisconsin). Construction jobs are real — often 1,000–2,500 at peak — but they are temporary, typically 18–36 months, and frequently filled by traveling specialty crews unless your agreement mandates local hiring.

2. Industry job claims are inflated roughly threefold. Brookings found that naive comparisons of data center counties to other counties — the method used in industry-sponsored economic impact studies — **overstate employment effects by a factor of three**, because data center counties were already growing faster before the facility arrived. When properly measured, counties receiving their first large data center see total private employment rise **4–5% over five to six years** (roughly 2,000–4,000 jobs in a typical 98,000-worker county, including all spillovers).

3. Facility type determines everything. Hyperscale campuses generate real information-sector growth (up to 22%) because they create demand for local fiber, networking, and IT-services firms. **Colocation facilities generate no significant information-sector growth at all** — their tenants are remote. Ask which type yours is before believing any jobs claim.

4. Clusters, not single buildings, create tech ecosystems. Counties with one facility see modest total gains and no significant information-sector growth; counties with four or more see ~23% information-sector growth. A single building will not make your town a tech hub.

5. The subsidies are worst-targeted exactly where they're biggest. Hyperscalers site facilities based on power, land, water, and fiber — incentives are ~2% of their investment and almost certainly not decisive. In colocation counties, incentives are ~62% of investment — meaning your community's money matters most to precisely the facilities that deliver the least.

The negotiating implication: never accept a raw jobs number. Demand: permanent FTE count at full buildout (in writing, with clawbacks); construction job-months; local-hire percentages with verification; and wage floors. Lancaster's CBA was criticized precisely for "vague promises about jobs for locals" (LancasterOnline) — the NAACP's 2026 CBA template counters that "temporary construction contracts or outsourced tech work do not replace stable, living-wage employment."

1.4 The fiscal picture: real revenue, real giveaways

Both things are true: data centers can become a county's largest taxpayer, *and* the subsidy programs attached to them have grown indefensible.

The revenue side. A hyperscale campus generates substantial property tax on land, buildings, and (where taxed) computer equipment — equipment that is refreshed every 3–5 years, renewing the tax base. Northern Virginia counties fund significant portions of their budgets this way. West Des Moines' agreements with Microsoft are projected to generate over $2 billion in tax revenue (Brookings, Jan 2026). This is the genuine prize, and it's why a community with discipline can extract real value.

The giveaway side. Virginia's data center sales-tax exemption alone cost an estimated **$1.6 billion in fiscal year 2025** (Cardinal News) — and Virginia, Georgia, and Oklahoma, the states that competed hardest on incentives, are now all reconsidering those programs (Brookings; MultiState). Good Jobs First and others have documented abatements granted with no clawbacks, no disclosure, and no per-job cost analysis. The 2026 legislative wave — over 300 data center bills filed in 30+ states in the first six weeks of the year (MultiState) — is largely a correction of this era.

The fiscal questions to answer before any hearing: - What is the *net* fiscal impact — revenue minus abatements, minus infrastructure costs (roads, water, fire/EMS capable of handling battery and electrical fires), minus ratepayer cost-shifting? - Who performed the economic impact study, and who paid for it? Demand an independent study at developer expense (the NAACP template includes exactly this provision). - What happens to revenue projections if the facility is decommissioned, sold, or never fully built out? (Stranded-asset risk is real: state policy analyses now explicitly warn of communities holding the bag "if the AI speculation bubble bursts" — Sierra Club, Data Center State Policies 2026.)

1.5 The leverage map: where your community holds power

Developers need things only your community can give. Each one is a veto point — and a negotiating table. In rough order of power:

1. Zoning and rezoning. Most hyperscale sites require rezoning (agricultural/residential → industrial) or a conditional/special use permit. These are *discretionary* acts of your elected board. No rezoning, no project. This is the master leverage point, and it is why developers spend heavily on land-use counsel and why they push counties to make data centers a *by-right* use — the single concession your community should never grant. Conditional use permits let you attach enforceable conditions (noise limits, water caps, setbacks, generator restrictions) that survive in perpetuity.

2. Moratoria. A temporary pause while you write rules is legal in most states, increasingly common, and powerful. As of mid-2026: **more than 100 localities have enacted data center moratoria** (Troutman Pepper; Sanders/AOC bill findings); at least 12 states had moratorium bills filed this cycle (Good Jobs First, April 2026); Reno extended its moratorium into 2027 after approving three facilities (Nevada Independent, June 2026); Prince George's County, MD imposed a 180-day pause after a 20,000-signature petition (TechPolicy.Press); Denver moved toward a pause to rewrite zoning, energy, and water rules (Data Center Watch, Feb 2026). A moratorium is not necessarily opposition — it is the procedural tool that converts developer urgency into community leverage. South Dakota's SB 135 explicitly affirmed local authority to regulate or ban data centers (MultiState, May 2026).

3. Water service. If the facility needs municipal water or a new well permit, your water utility or groundwater authority holds an independent veto. Water service agreements are contracts — negotiate them like contracts.

4. The state Public Utility Commission (PUC/PSC). The biggest ratepayer protections happen here, not at city hall. **As of May 2026, twenty-three states have approved at least one large-load tariff** requiring data centers to bear the incremental grid costs of serving them, with seven more pending (Edison Electric Institute, via Columbia Climate Law Blog, June 2026). Communities can intervene in rate cases, file comments, and demand their utility seek a protective tariff *before* the load arrives. At least 18 states have introduced special rate-class legislation (ArentFox Schiff; MultiState).

5. Local permits and districts. Air quality permits (those diesel generators), stormwater, building, fire code, noise ordinances, dark-sky ordinances. Each is a compliance obligation you can strengthen by ordinance *before* an application lands.

6. Time itself. Developer economics run on speed — interconnection queue positions, customer commitments, financing windows, GPU delivery schedules. Every month of delay costs them real money. This is why credible, organized opposition wins concessions: **in the first six weeks of 2026 alone, at least four projects were cancelled in the face of local opposition** (Uptime Institute), and in Pacific, Missouri a developer withdrew a $16 billion rezoning request minutes before a packed public hearing (Data Center Watch). The Uptime Institute — an industry organization — now warns developers that project approval "will hinge on local benefit guarantees."

7. Public legitimacy. Over 230 advocacy organizations signed a January 2026 letter to Congress urging a national construction moratorium (American Prospect; Uptime Institute), and Senator Sanders and Representative Ocasio-Cortez introduced the AI Data Center Moratorium Act in March 2026 (Brookings). The political environment has shifted decisively: developers know it, which is why they are investing in "trust-focused rebranding" campaigns (Uptime Institute). Your community's organized voice is leverage they now price into every deal.

Know the developer's counter-playbook

Forewarned is forearmed. Document and expect:

- **NDAs and code names.** Projects arrive as "Project Sapphire" with officials sworn to secrecy and end clients never disclosed (American Prospect, Dec 2025). Demand your officials refuse NDAs that survive the application filing; "no secret deals" is now a rallying cry from Michigan to Missouri.
- **The shell LLC.** The applicant is rarely the operator. Demand disclosure of the ultimate parent and end user before any discretionary approval — your enforcement rights are worthless against an empty LLC.
- **Phase 1 framing** (see §1.1) and **fleet-average environmental stats** (see §1.2).
- **Jobs-first messaging** — increasingly met with skepticism the industry itself acknowledges (Uptime Institute).
- **The "we'll go elsewhere" bluff.** Sometimes true, often not: hyperscale siting is constrained by power, fiber, water, and land. If your site has those, you have more leverage than they will ever admit. And per Brookings, if the project *is* incentive-dependent, it's likely a colocation facility delivering minimal benefit anyway — the deal you can most afford to lose.

1.6 The decision framework: oppose, pause, or negotiate

There is no universally correct answer — a data center on a shuttered paper mill site in a town that lost hundreds of jobs is a different proposition than a gigawatt campus on prime farmland beside a subdivision (Maine's experience illustrates exactly this split — MultiState, May 2026). What's universal is the *sequence*:

Step 1 — Buy time. If an application is moving faster than your community's understanding, a moratorium or continuance is the first demand. You cannot negotiate what you haven't studied. Prince George's County's task-force model — pause, then study risks, benefits, and revenue potential — is replicable (TechPolicy.Press).

Step 2 — Decide honestly whether you'd take any version of this project. Good Jobs First states it plainly: communities may want to prevent data centers from being built at all, and a CBA is the compromise when a project cannot be stopped. If the answer is no — wrong site, wrong

watershed, wrong scale — then organize for denial and don't be drawn into negotiating mitigations for an unacceptable project. The 2026 cancellation record proves denial is achievable.

Step 3 — If you negotiate, negotiate as a coalition with legal teeth. A Public/Community Benefit Agreement is "a legally binding agreement negotiated between a developer and local government with meaningful representation and input from a coalition of residents and community organizations" (Connect Humanity, March 2026). The standard arc: public education → community negotiation → contract drafting → implementation and enforcement (Columbia Climate Law Blog). Communities that prepare, take a regional view, and demand enforceable terms "are far more likely to secure durable gains" (Connect Humanity). Those that don't get Lancaster: real money ($20M, renewable commitments) undermined by vague job promises and limits on residents' right to sue.

Step 4 — Check your state's rules before relying on any tool. Local CBA authority varies by state, and some states (Texas among them) statutorily limit how CBAs can be used (Columbia Climate Law Blog). Other states are moving to *preempt* local authority entirely — track your legislature. Where local power is constrained, the PUC route and water authority route become primary.

The negotiation-readiness test

Your community is ready to negotiate when it can answer yes to all of the following:

- [ ] We know the **total MW load and water demand at full buildout**, in writing
- [ ] We know whether this is **hyperscale or colocation**, and who the **ultimate operator and end user** are
- [ ] We have an **independent** fiscal and environmental analysis, paid for by the developer, controlled by us
- [ ] We have a **coalition** (residents, labor, environmental, faith, business) with negotiators at the table — not just the city attorney
- [ ] We know our **state's CBA authority, large-load tariff status, and preemption landscape**
- [ ] We have identified our **veto points** (rezoning? CUP? water service? air permit?) and the **developer's clock**
- [ ] We have agreed internally on **walk-away conditions** — the terms under which we organize for denial instead

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1.7 The first-hearing question checklist

Bring these to the first public meeting. Refusal to answer any of them — or an NDA invoked against any of them — is itself an answer.

Identity & scale 1. Who is the ultimate parent company and intended end user? Will you commit to disclosure before any discretionary approval? 2. What is total facility load (MW) at full buildout — not Phase 1, not IT load? 3. How many buildings, phases, and acres at full buildout? What approvals will each future phase require? 4. Is this hyperscale (own workloads) or colocation (leased to tenants)?

Energy 5. Which utility will serve the facility, and has an interconnection request been filed? For how many MW? 6. What new substations, transmission lines, or generation will be required, and who pays for them? 7. Will you commit, in writing, that no infrastructure or capacity costs will be recovered from other ratepayers? (The March 2026 White House ratepayer pledge committed developers to pay for all new power delivery infrastructure their projects require — Utility Dive. Make them sign *yours*.) 8. Will you support our utility filing a large-load tariff at the PUC? 9. Is any on-site generation planned — gas turbines, fuel cells, diesel beyond backup? What are the run-hour limits?

Water 10. What is the cooling technology, projected daily/annual water consumption, and contractual WUE at full buildout? 11. What is the source — municipal, wells, surface water? Will you accept metering, public disclosure, a hard cap, and drought-curtailment priority below residential users? 12. Will you fund independent aquifer/watershed monitoring?

Jobs & fiscal 13. Exactly how many permanent FTEs at full buildout? Put it in the agreement with clawbacks. 14. What local-hire and prevailing-wage commitments will you make for construction, with third-party verification? 15. What incentives are you seeking, at what total cost, and will you accept clawbacks tied to verified performance? 16. Who will pay for the community's independent technical, legal, and financial experts? (The NAACP template makes this a standard demand.)

Quality of life & enforcement 17. What are the noise levels (dBA and low-frequency) at the property line, modeled at full buildout, and what continuous independent monitoring will you fund? 18. How many diesel generators, with what testing schedule and air permits? 19. What decommissioning bond will you post for end-of-life or abandonment? 20. Will every commitment you've made tonight appear in a legally binding agreement that residents — not just the city — can enforce, with no waiver of residents' right to sue?

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All figures current as of June 2026. State law, tariff status, and pending legislation change monthly — verify your state's status before relying on any tool described here.

02

PART TWO

Energy & Ratepayer Protection

Who pays for the power — the project, or every household on the grid.

The largest transfer of wealth from your community to a data center developer will never appear in the agreement you sign. It happens silently, every month, on every resident's electric bill — unless you stop it. This chapter is how you stop it.

2.0 Why this is the most important chapter in the handbook

Most of what a community negotiates with a data center — jobs, community funds, noise limits, water caps — is visible, local, and bounded. The energy question is none of those things. It is invisible (buried in utility rate cases most residents never hear about), regional (decided at a state commission, not city hall), and effectively unbounded (a single gigawatt campus can reshape an entire utility's capital plan).

It is also where the money is. When power-supply costs in the 13-state PJM grid region jumped from **$2.2 billion to $14.7 billion in a single year** — with data centers responsible for nearly two-thirds of the increase — that cost did not land on the data centers. Under traditional ratemaking, it landed on the 65 million people who share that grid.

FIGURE A

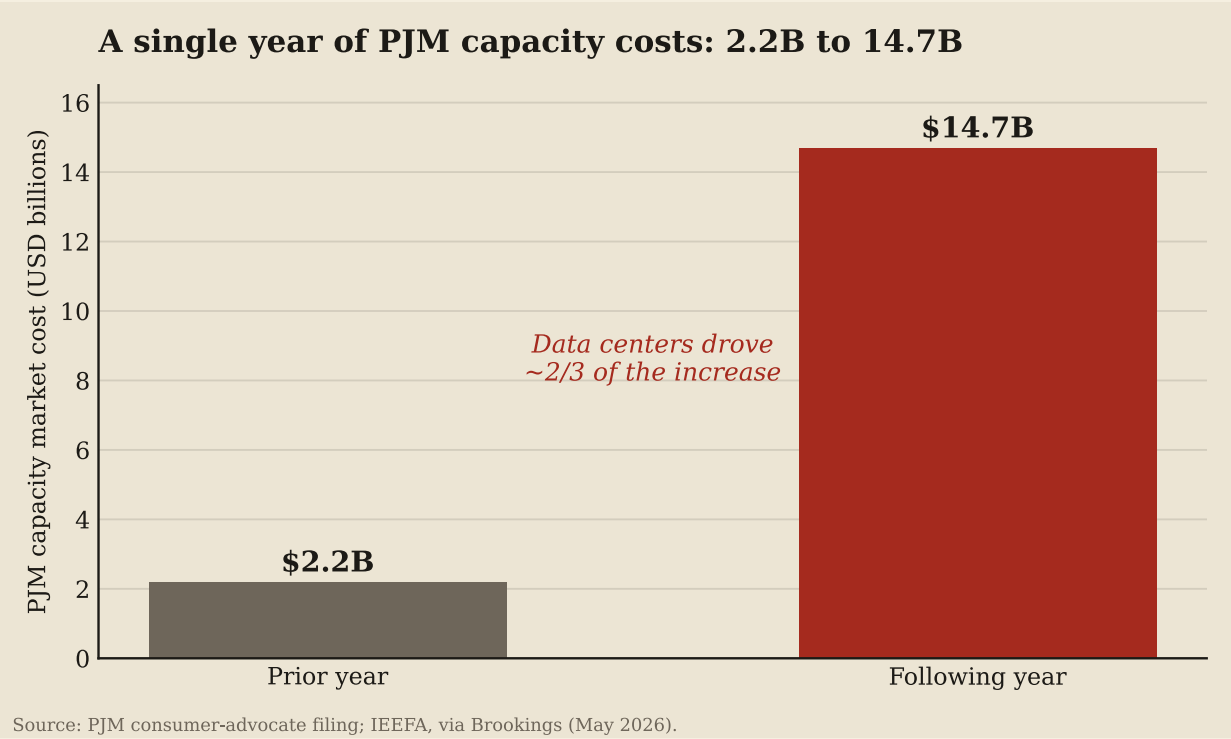

Chart A: PJM capacity costs rose from $2.2B to $14.7B in one year, with data centers driving roughly two-thirds of the increase.

The good news: this is the most rapidly maturing area of data center policy in the country. As of mid-2026, **twenty-three states have approved at least one large-load tariff** and seven more have proposals pending (Edison Electric Institute). A clear "large-load rate archetype" has emerged from 77 utility filings tracked in the DELTa database (SEPA / NC Clean Energy Technology Center). Your community does not have to invent these protections — you have to *demand they apply to your project*, and demand they be strong.

This chapter gives you the mechanism, the precedents with real numbers, and a demand-by-demand checklist with the justification for each.

2.1 How the harm happens: cost causation vs. cost shifting

Regulated utilities recover their costs by spreading them across customer classes through rates approved by a state Public Utility Commission (PUC) or Public Service Commission (PSC). For a century this worked tolerably because new large customers — a factory, a mill — grew roughly in proportion to everyone else.

Data centers break the model. A single campus can demand more power than every other customer in a county combined, and serving it requires new generation, new transmission lines, and new substations costing hundreds of millions to billions of dollars. The central question of energy negotiation is brutally simple:

> *Who pays for the infrastructure built to serve the data center — the data center, or everyone else?*

The default answer, absent intervention, is *everyone else*. This is "cost shifting," and it is already showing up in bills. U.S. residential electricity rates rose roughly **32% between July 2020 and July 2025** (S&P Global). In the PJM states with the heaviest data center concentration, single-year residential increases of **11–16%** have been attributed in legislative analyses to data center load.

FIGURE B

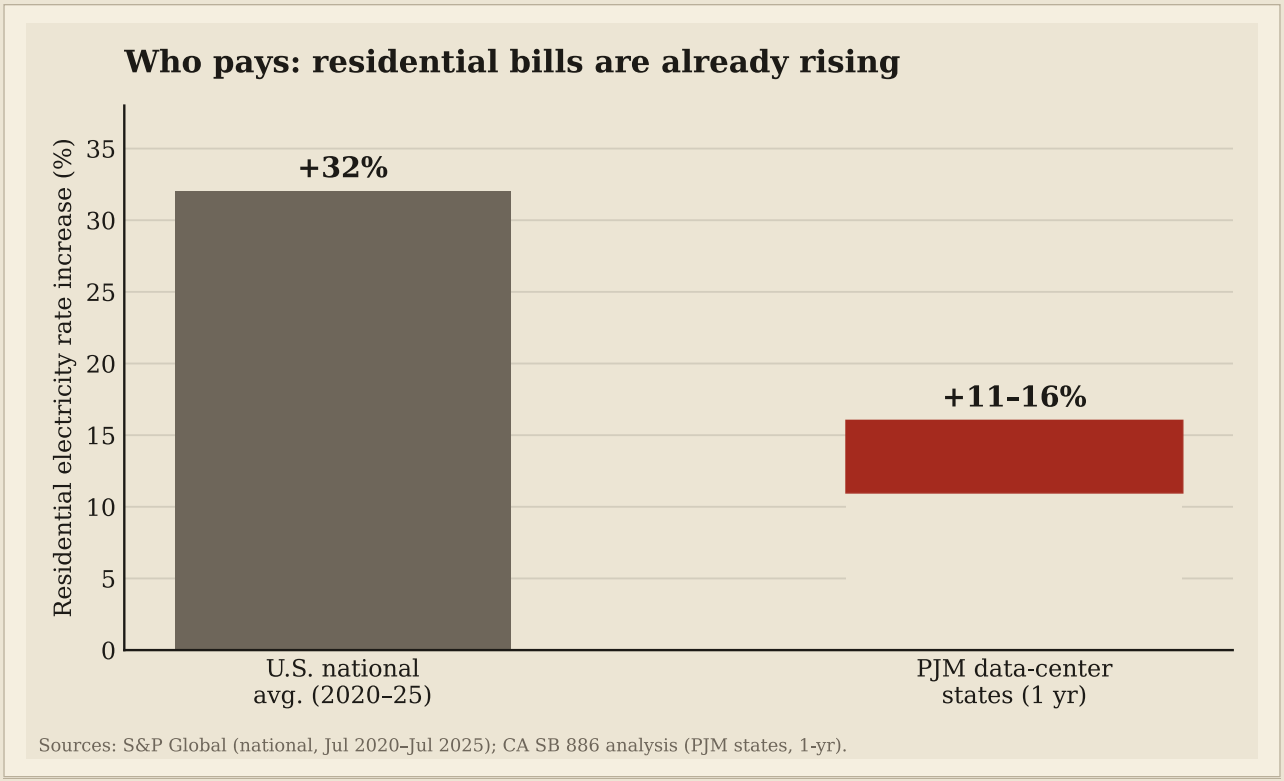

Chart B: U.S. residential rates rose 32% from 2020 to 2025; PJM data-center states saw 11–16% single-year increases.

The principle that fixes this is **cost causation**: the customer that causes a cost should pay it. Every demand in §2.4 is, at bottom, an application of that one principle. Even the data centers' own regulators agree with it — when Dominion Energy testified to Virginia regulators about its large-load tariff, it stated the first goal was to ensure customers pay rates aligned to their cost causation, and the second was to protect against unrecovered costs (DELTa / CoBank).

2.2 The phantom-load problem: speculation on your grid

Before discussing protections, understand a hidden dynamic that *strengthens your hand*: a large and unknowable share of "data center demand" is not real. Developers chasing scarce grid capacity file the same project with multiple utilities simultaneously — "site shopping" — to see who can connect them fastest. The result is wildly inflated forecasts that pressure utilities (and ratepayers) to overbuild.

The evidence:

- Wood Mackenzie tracked **134 GW of proposed data centers** across the U.S. in late 2025, up from 50 GW a year earlier (EUCI).
- ERCOT (Texas) reported a **300% year-over-year increase** in interconnection requests in 2025 (EY).
- When AEP Ohio imposed a real large-load tariff in July 2025 — one that required developers to actually commit financially — its forecast large-load demand **fell by more than half, from 30 GW to about 13 GW**, and connection requests dropped by half. Analysts at Enverus described it bluntly: the tariff "cleared the queue" of speculative positions (EUCI; Independence Institute).

FIGURE C

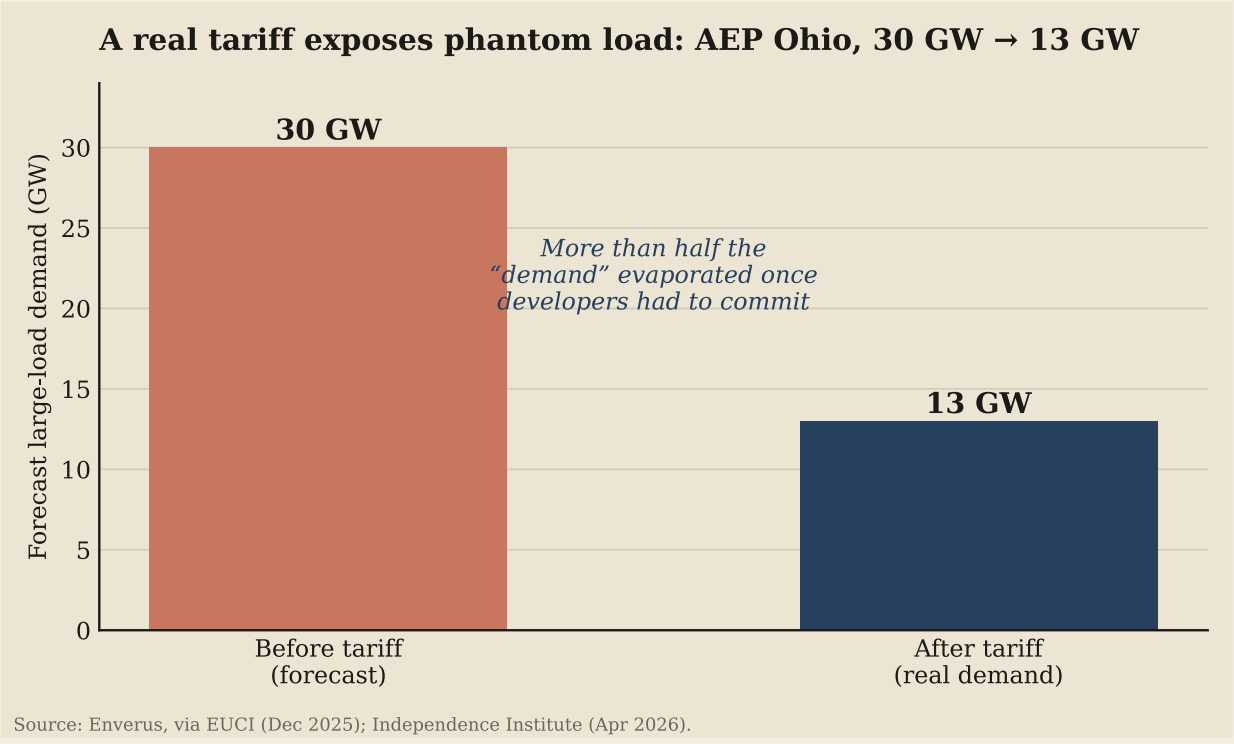

Chart C: After AEP Ohio's large-load tariff took effect, forecast demand fell from 30 GW to 13 GW as speculative projects withdrew.

The lesson for your community: **a strong tariff is not only a shield against cost-shifting — it is a filter that separates real projects from speculation.** A developer unwilling to post collateral and sign a long minimum-take contract may not have a real project. (Note the cautionary flip side: AEP's *forecast* fell to 13 GW, but its **$72 billion capital plan, originally justified by the inflated projection, did not shrink to match.** Demand that utility capital plans be revised downward when speculative load washes out — otherwise ratepayers fund infrastructure for demand that never existed.)

2.3 The solution architecture: the large-load tariff

A large-load tariff is a specialized, legally binding set of rate and service rules for very large customers (the threshold is typically defined in MW — e.g., 25 MW, 50 MW, 75 MW). PUCs have authority to create them; legislatures can direct them to. Across the 77 filings in the DELTa database, the archetype blends three objectives (CoBank):

1. **Assign incremental costs to the requested load** — to prevent cost shifting (the §2.1 principle).
2. **Lock in long contract terms and minimum bills** — to reduce stranded-asset risk if the project shrinks or vanishes.
3. **Require credit, collateral, and clear exit rules** — to make all of the above actually enforceable.

These are not theoretical. Here is what real, approved or proposed tariffs require as of mid-2026:

Provision	Xcel Energy (CO)	AEP Ohio	Dominion (VA, GS-5)	Indiana Michigan Power	PPL / PA model (PUC)
Size threshold	50 MW+	Large load	25 MW+, 75% load factor	Large load	Large load
Minimum contract term	15 years	~8–12 years*	14 years	12 years	Guidance set; ramp + exit rules
Load-ramp period	—	—	4 years	5 years	Addressed
Minimum bill / take	80% of contracted demand	85% of demand charge	80% of contracted demand	80% of contracted demand	Addressed
Exit fee	Sum of remaining minimum monthly bills	Early-exit penalties	If capacity cut >20%	If capacity cut >20%, with approved exit fee	Linked to min-load & security
Study deposit	~$120,000	Up to ~$100,000 (100 MW)	—	—	Deposits required
Collateral / security	~6 months of operations	Security deposit	~$1.5M per MW (or credit rating / parental guarantee)	Required	Sufficient to cover upgrade costs
Pays for own generation & transmission	Yes	Yes	Yes	Yes	Self-construction option allowed
Clean / emerging tech component	Yes (geothermal, long-duration storage)	—	—	—	—
Interconnection transparency	—	—	—	—	Public queue + 6-month studies

*Sources differ on AEP Ohio's term length (reported as both 8 and 12 years); the 85% minimum demand charge is consistent across sources.

Two benchmark data points to keep in your pocket: - A Tri-State Generation analysis of 11 large-load tariffs found the **average security requirement was 7 years of minimum bills**, in cash or letter of credit. - Of the 77 DELTa filings, **44 include additional collateral requirements** — collateral is now mainstream, not aggressive.

The rest of this chapter converts this architecture into a demand list you can take to your utility, your PUC, and your developer.

2.4 The demands: what to ask for, and why

Each demand below follows the same format — **the ask**, the **justification**, and the **benchmark** (a real precedent with numbers, so nobody can call your community's position radical). Together they constitute the energy annex of your community benefits agreement and your testimony at the PUC.

Demand 1 — Full incremental cost allocation ("cost-causer pays")

The ask: Every incremental cost of serving the facility — generation capacity, transmission, substations, distribution upgrades, interconnection studies — is allocated to the data center customer class, not socialized across residential and small-business ratepayers. Put it in the tariff *and* in the development agreement.

Justification: This is the foundational principle from which every other demand flows. Without it, the project is financed in part by an invisible tax on every electric bill in the region — the PJM experience ($2.2B → $14.7B in one year, ~2/3 from data centers) shows the scale. Columbia's Climate Law analysis states it plainly: a well-designed large-load tariff should fully allocate incremental system costs to the new large-load customers.

Benchmark: Oregon's cost-causer-pays overhaul ended an estimated $210M+ in annual ratepayer subsidies. Twenty-three states have approved at least one tariff built on this principle. Dominion's own testimony names cost-causation as goal one.

Demand 2 — Developer-funded grid infrastructure, in writing

The ask: The developer directly funds (or fully reimburses) all new generation, transmission lines, and substations required to serve the facility, with a written commitment that none of these costs will be recovered from other ratepayers — and an indemnification clause if a regulator later allocates them otherwise.

Justification: "We'll pay our fair share" is not a number. The March 2026 White House ratepayer pledge — in which major developers committed to pay for all new power-delivery infrastructure their projects require — establishes that the industry itself accepts this standard. Your community's job is to convert a voluntary pledge into a contract. (Note: analysts warn that outdated FERC transmission-pricing policy can undermine the pledge at the interstate level — Utility Dive — which is exactly why you need the obligation in your local agreement, not just in federal policy.)

Benchmark: Xcel Colorado's proposed tariff: data centers pay for all new generation they require and the transmission to connect, with prorated charges for shared upgrades. Pennsylvania's PUC model framework allows self-construction as an alternative — the customer builds it, the customer owns the cost.

Demand 3 — Minimum contract term (12–15 years)

The ask: A fixed minimum service term of no less than 12 years, ideally 15, between the utility and the data center.

Justification: Utilities finance infrastructure over decades. If the data center can walk away in year five — because the AI market turned, the operator was acquired, or chips made the facility obsolete — the remaining ratepayers inherit the mortgage on infrastructure nobody needs. Long terms convert the developer's confident projections into binding obligations. If they believe their own forecasts, signing should be easy; refusal tells you the project is speculative.

Benchmark: Xcel CO: 15 years. Dominion VA: 14 years. Indiana Michigan Power: 12 years. Colorado PUC guiding principles: minimum 15 years.

Demand 4 — Minimum take / minimum monthly bill (80–85% of contracted demand)

The ask: The customer pays for at least 80–85% of its *contracted* capacity every month, whether or not it uses it ("take-or-pay").

Justification: This is the anti-bluff clause. It makes the developer's own demand forecast financially binding, protects the utility's revenue requirement (so other ratepayers don't backfill shortfalls), and — critically — deflates the inflated MW numbers developers use to justify subsidies and rezonings. A developer who demands 300 MW of capacity but resists paying for 240 MW of it has told you their real number.

Benchmark: Xcel CO and Indiana: 80% of contracted demand. AEP Ohio: 85%. Virginia GS-5 applies to customers with a 75% load factor — i.e., the class is *defined* by high steady usage.

Demand 5 — Exit fees with teeth

The ask: Early termination or material downsizing (e.g., reducing contracted capacity by more than 20%) triggers a fee equal to the remaining minimum bills on the contract — or a comparable formula that makes ratepayers whole.

Justification: Stranded-asset risk is the nightmare scenario: policy analyses now explicitly warn of communities left holding infrastructure debt if the AI investment bubble deflates (Sierra Club, 2026 state policy review). The exit fee is the instrument that transfers that risk back to the party who created it. It also compounds the speculation filter — phantom projects won't sign.

Benchmark: Xcel CO: exit fee equals the sum of all remaining minimum monthly bills on the 15-year term. Colorado PUC principles contemplated 75% of all electricity the facility would have used over the full contract life. Indiana: exit fee on any capacity reduction beyond 20%. PPL (PA): exit fees linked to minimum-load and security provisions.

Demand 6 — Collateral, creditworthiness, and a real counterparty

The ask: (a) Collateral or a letter of credit sufficient to cover the infrastructure built for the project — benchmark $1.5M per MW or several years of minimum bills; (b) where the applicant is a shell LLC, a parental guarantee from the creditworthy ultimate parent; (c) disclosure of that parent as a condition of service.

Justification: Every protection in this chapter is worthless against an empty LLC. Data center projects are routinely developed through single-purpose entities; if the project fails, the LLC dissolves and the obligations dissolve with it. Collateral and parental guarantees are how the industry itself manages counterparty risk — your community should get the same protection Wall Street demands.

Benchmark: Dominion VA: $1.5 million per MW in collateral for the 14-year term, waivable only for an acceptable credit rating or a qualified parental guarantee. Tri-State's analysis of 11 tariffs: average security equal to 7 years of minimum bills, in cash or letter of credit. 44 of the 77 filings in the DELTa database include collateral requirements — this is now the mainstream.

Demand 7 — Non-refundable study deposits

The ask: A substantial non-refundable deposit ($100,000–$250,000+) before the utility performs interconnection and system-impact studies.

Justification: Site-shopping is free for developers and expensive for everyone else — every speculative application consumes utility planning resources and inflates the forecasts used to justify new plants. A real deposit makes filing the same project in five states simultaneously costly. AEP Ohio's experience proves the effect: requiring real financial commitment cut connection requests in half.

Benchmark: Colorado PUC principles: $250,000. Xcel's filed proposal: ~$120,000. AEP Ohio: up to ~$100,000 for a 100 MW facility.

Demand 8 — Defined load-ramp schedules

The ask: A contractual schedule by which the facility ramps to full contracted load (typically 4–5 years), with minimum bills applying along the ramp.

Justification: Without a ramp schedule, the developer enjoys a free option: reserve a gigawatt of capacity, build a tenth of it, and decide later. The reservation itself blocks other economic development and drives utility planning. Ramp schedules with payments attached make capacity reservation a priced commitment rather than a free lottery ticket.

Benchmark: Dominion VA: 4-year ramp inside a 14-year term. Indiana: up to 5 years inside a 12-year term.

Demand 9 — Capital-plan true-down when phantom load evaporates

The ask: When tariffs or attrition cut the utility's large-load forecast, the utility's rate-base capital plan must be revised downward accordingly — and your local government should intervene at the PUC to insist on it.

Justification: This is the lesson of the AEP Ohio cautionary tale: forecast demand fell from 30 GW to 13 GW once the tariff bit, but the **$72 billion capital plan justified by the original 30 GW did not shrink to match** (Independence Institute). If the plan isn't trued down, ratepayers fund infrastructure for demand that never existed — cost-shifting through the back door after you locked the front.

Benchmark: This demand is newer than the others, which is exactly why local intervention matters; Pennsylvania's public-queue transparency requirement (below) creates the data needed to police it.

Demand 10 — No induced fossil generation; clean-energy sourcing

The ask: (a) The facility's load may not be met by new or life-extended fossil generation; (b) a clean transition tariff (CTT) or equivalent requiring the customer to procure new zero-carbon supply (with storage) matched to its load; (c) explicit limits on utility "backsliding" — reviving retiring coal/gas plants to serve the load.

Justification: Columbia's framework names this the second pillar of a well-designed tariff: ensuring load growth does not induce new fossil generation. Beyond climate, this is a *cost* protection — fossil peakers built for data center load become tomorrow's stranded assets on ratepayers' books, and (per Part 3) fossil generation is also the hidden bulk of data center water consumption: roughly 211 billion gallons of indirect water use in 2023 versus 17 billion direct.

Benchmark: Xcel CO's tariff includes a clean transition component targeting geothermal and long-duration storage. CTTs are an established mechanism in PUC practice (Columbia Climate Law Blog, June 2026).

Demand 11 — Demand flexibility and curtailment obligations

The ask: The facility must (a) curtail load on utility instruction during grid emergencies, and (b) enroll a defined share of its load (10–25%) in demand-response programs — with curtailment capability verified annually.

Justification: This is the highest-leverage technical demand in the chapter, and the research behind it is robust. Duke University's Nicholas Institute found the existing U.S. grid could absorb roughly **76 GW of new load if those loads curtailed just 0.25% of annual hours — and ~98–126 GW at 0.5–1%** — average curtailment events of about two hours, well within battery capability. Carbon Direct's ERCOT modeling shows data center demand response can eliminate forced-blackout risk even at 40 GW of buildout, preventing an estimated **$5.5 billion per year in consumer welfare losses**. And it is operationally proven: an Oracle facility in Phoenix cut peak draw 25% in real time without degrading AI

compute; Google runs event-based load reduction with Duke Energy in North Carolina; Emerald AI has demonstrated 25% curtailment without GPU service interruption. A developer who claims curtailment is impossible is several years behind their own industry.

Benchmark: Texas SB 6 (signed June 2025) *requires* new loads above 75 MW connecting to ERCOT to demonstrate curtailment capability during declared emergencies. DOE analysis notes utilities can serve data center load ~350 days a year — it's the ~15 peak days that strain the grid, which is precisely what flexibility solves. Flexibility is also the developer's own carrot: flexible loads get connected faster.

FIGURE D

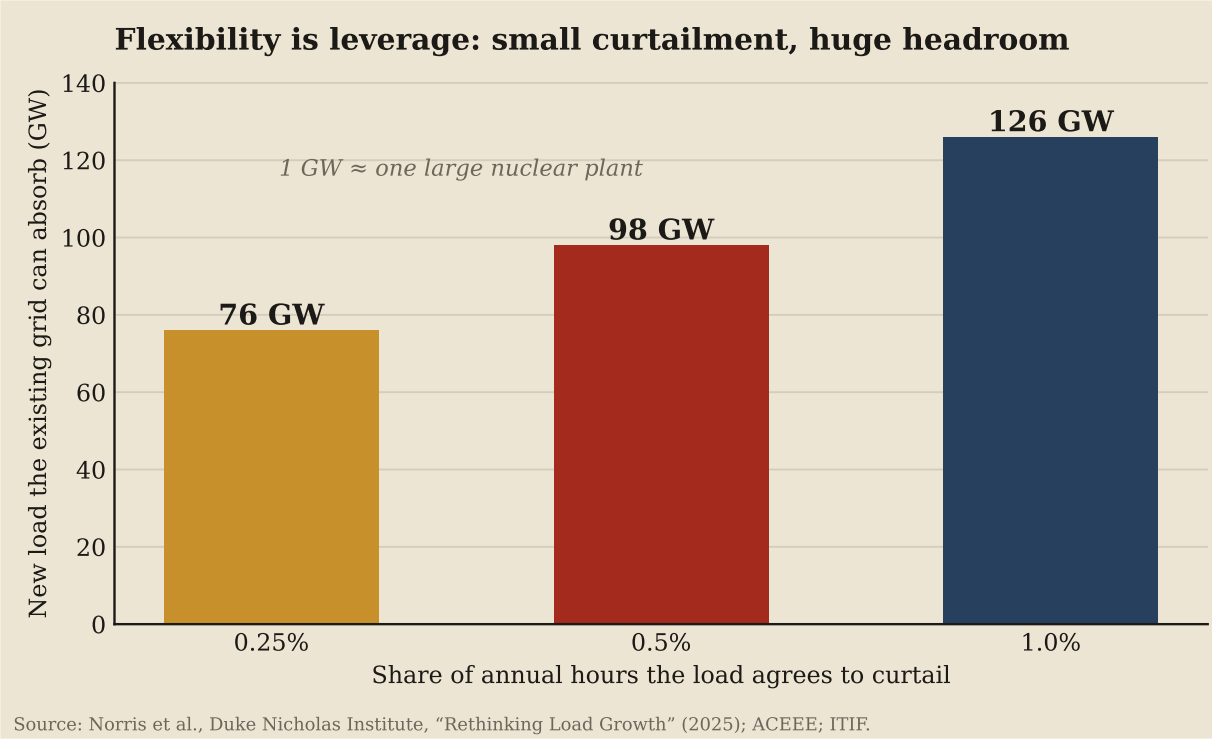

Chart D: Duke University research shows the existing grid can absorb 76–126 GW of new load if facilities curtail just 0.25–1% of annual hours.

Demand 12 — Rules for behind-the-meter and backup generation

The ask: (a) Any on-site generation (gas turbines, fuel cells, diesel beyond emergency backup) is treated as a separately permitted industrial power plant with emissions limits, run-hour caps, and noise conditions; (b) co-located generation does not exempt the facility from tariff obligations for its grid-connected load; (c) backup diesel fleets carry air permits, testing schedules, and public reporting.

Justification: As interconnection queues lengthen, developers increasingly propose on-site gas generation to bypass the grid entirely — converting a "data center" into an unregulated power plant next to your neighborhoods. Hybrid grid-plus-on-site configurations are accelerating industry-wide (EY). Without explicit rules, every protection you negotiated for grid service can be evaded by self-supply. Colorado's PUC explicitly directed its tariff process to address how co-located generation affects cost allocation — your agreement should too.

Benchmark: Maryland's HB 120 ties data center approval to co-location rules for new generation. Air-district permitting of diesel fleets is standard practice in Northern Virginia.

Demand 13 — Interconnection transparency: the public queue

The ask: The serving utility maintains a public-facing list of all large-load interconnection applications — date, location (zip), requested MW, and study stage — and completes interconnection studies on a defined timeline (six months).

Justification: Secrecy is the developer's structural advantage (Part 1, §1.5). A public queue lets your community see the *real* pipeline of projects targeting your grid before any one of them reaches a hearing — and lets you detect site-shopping and phantom load directly. It also disciplines the utility's forecasting (Demand 9).

Benchmark: Pennsylvania's first-of-its-kind PUC model tariff framework (final order, May 13, 2026) requires exactly this: a dedicated public website at each utility listing large-load applications by date, zip code, MW, and interconnection stage, plus six-month study timelines.

Demand 14 — Efficiency standards, reporting, and audit rights

The ask: (a) A contractual maximum PUE at full buildout (e.g., ≤1.3, against an industry average of 1.56 and best-in-class ~1.09); (b) annual public reporting of energy consumption, peak demand, PUE, curtailment performance, and on-site generation run-hours; (c) community audit rights at developer expense.

Justification: What isn't measured isn't enforceable, and what isn't public isn't accountable. Efficiency requirements directly shrink every other impact in this handbook — energy, water (cooling is 30–40% of facility load), emissions, and noise. ACEEE's policy review identifies efficiency and flexibility targets — voluntary, mandatory, or rate-linked — as the lowest-cost tools states have barely begun to use.

Benchmark: EU regulation already mandates data center energy reporting; several U.S. states' 2026 bills include consumption disclosure. The NAACP CBA template's independent-expert and monitoring provisions supply the audit architecture.

Demand 15 — Standing: your seat at the PUC

The ask: (a) Your local government formally intervenes in every rate case and tariff proceeding affecting service to the facility; (b) the development agreement requires the developer to *support* (or at minimum not oppose) application of the state's large-load tariff to the project; (c) where no tariff exists, the agreement requires the developer to take service under terms no weaker than the benchmarks in this chapter.

Justification: The PUC is where the real money moves, and PUC proceedings are decided by who shows up. Communities have full legal standing to intervene — and almost never do. A developer's willingness to accept this clause is the single fastest test of good faith: a company that intends to pay its own costs loses nothing by agreeing.

Benchmark: At least 18 states have introduced large-load rate-class legislation (ArentFox Schiff); 23 states have approved tariffs with 7 pending (EEI). The tools exist. Standing is how your community picks them up.

2.5 Where each fight happens: the jurisdiction map

Venue	What's decided there	Your tools
City / county board	Rezoning, CUP conditions, development agreement, CBA	Demands 2, 6, 10, 11, 12, 14, 15 as contract terms; deny or condition approval
State PUC / PSC	Large-load tariffs, rate cases, cost allocation, CTTs	Formal intervention; testimony; Demands 1, 3–9, 13
State legislature	Tariff mandates, moratoria, disclosure laws, incentive reform	Support model bills (18+ states active); oppose preemption of local authority
Water & air districts	Generation permits, diesel fleets	Demand 12
FERC / RTO (PJM, ERCOT, MISO…)	Interstate transmission cost allocation, capacity markets	Comment through coalitions; the venue where the White House pledge can be undermined or enforced

Sequencing matters. The development agreement is your only leverage over the *developer*; the PUC is your only leverage over the *utility*. Get the developer's tariff-support and ratepayer-indemnity commitments into the agreement *before* approval — afterward, your leverage at city hall is gone and only the PUC route remains.

2.6 The asks at a glance

#	Demand	Benchmark figure	Primary venue
1	Full incremental cost allocation	23 states' tariffs; OR ended $210M+/yr subsidy	PUC + agreement
2	Developer-funded grid infrastructure	Xcel CO; White House pledge as floor	Agreement
3	Minimum contract term	12–15 yrs (IN/VA/CO)	PUC tariff
4	Minimum take / minimum bill	80–85% of contracted demand	PUC tariff
5	Exit fees	Sum of remaining minimum bills (Xcel CO)	PUC tariff
6	Collateral + parental guarantee	$1.5M/MW (Dominion); avg 7 yrs of min bills	Tariff + agreement
7	Study deposits	$100k–$250k	PUC tariff
8	Load-ramp schedule	4–5 years	PUC tariff
9	Capital-plan true-down	AEP: 30→13 GW but $72B plan unchanged	PUC intervention
10	No induced fossil; clean transition tariff	Xcel CO clean component	PUC + agreement
11	Curtailment & demand response	TX SB 6 (75 MW+); Duke 76–126 GW headroom	Tariff + agreement
12	Behind-the-meter generation rules	MD HB 120; air-district permits	Agreement + districts
13	Public interconnection queue, 6-mo studies	PA PUC model framework (May 2026)	PUC
14	PUE cap + public reporting + audit	PUE ≤1.3 vs 1.56 industry avg	Agreement
15	PUC intervention + developer tariff support	18 states' bills; 23 approved tariffs	All venues

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All tariff terms current as of June 2026 and drawn from filed or approved proceedings; terms are modified in litigation and settlement constantly — pull the current tariff sheet from your utility's PUC docket before citing numbers in testimony.

03

PART THREE

Water

Whose water the facility draws, and who is left dry in a drought.

Energy costs arrive on a bill. Water losses arrive in your tap, your well, and your watershed — and unlike money, an emptied aquifer doesn't come back when the company leaves. This chapter covers how data centers consume water, why operators fight so hard to hide the numbers, and the twelve demands that protect your community's supply.

3.0 Why water is different

Three things distinguish the water fight from every other chapter in this handbook:

It is irreversibly local. Ratepayer costs are spread across a region; water comes out of *your* basin. When a hyperscale facility draws from your aquifer or your municipal system, no one in the next county shares the burden. The Newton County, Georgia water authority director put it in one sentence: the data centers are taking up the community's wealth, and the county simply doesn't have the water (New York Times, July 2025).

Peak demand is cruelly timed. Evaporative cooling consumes the most water on the hottest days — exactly when your reservoirs are lowest, your residents' demand is highest, and the electric grid (and its own water-hungry generation) is most strained (ELI, Jan 2026). A water commitment that looks comfortable on an average day can be a crisis on the fifteen days a year that matter.

It is the most heavily concealed number in the industry. Operators routinely classify facility water use as a trade secret, wrap host governments in NDAs, and report only fleet-wide averages. Estimates of average consumption vary widely precisely because developers often won't disclose actual figures (E&E News, Dec 2025). You cannot negotiate caps on a number you're not allowed to see — which is why **disclosure is Demand 1**, and everything else depends on it.

The encouraging news mirrors Part 2: the policy landscape is moving fast in communities' favor. Water-usage legislation is gaining momentum across statehouses in 2026; Minnesota established a dedicated water-permitting requirement for data centers in 2025, Utah passed first-in-the-nation disclosure amendments in 2026, and more states are following (MultiState, May 2026). Your community doesn't need to invent these tools — it needs to demand them, and demand they be stronger than the watered-down versions industry lobbies for.

3.1 How a data center actually uses water

Direct use: cooling

Servers convert nearly all their electricity into heat, and that heat must go somewhere. The dominant technologies, in order of water intensity:

Cooling approach	How it works	Water profile	Energy profile
Evaporative (cooling towers)	Heat is rejected by evaporating water to the atmosphere	**High consumption** — water leaves the local cycle permanently; the industry's cheap default	Low energy
Once-through / open loop	Water drawn from a source, warmed, discharged back	High *withdrawal*, lower consumption; thermal discharge issues	Low energy
Closed-loop liquid / direct-to-chip	Coolant circulates to the chips in a sealed loop; one initial fill, minimal makeup water	**Minimal ongoing draw** — Microsoft's latest designs advertise zero evaporated water	Moderate
Air cooling / dry coolers	Outside air carries heat away	Near-zero water	**Higher energy** — fans and chillers raise PUE
Immersion cooling	Servers submerged in dielectric fluid	Near-zero water	Efficient at high densities

Two facts matter for negotiation. First, **low-water designs are proven, commercial, and increasingly standard for AI workloads** — closed-loop systems are spreading because high-density GPU racks favor liquid cooling anyway, and major operators (Microsoft's zero-evaporation direct-to-chip designs; Vantage's closed-loop campuses) market them publicly (Data Centre Magazine, Feb 2026; Microsoft, 2026). A developer who tells your drought-prone county that evaporative cooling is the only option is describing their *cost preference*, not a technical constraint.

Second, **water and energy trade off.** Air cooling and water-recycling systems (like RO treatment of cooling-tower blowdown) consume more electricity, worsening PUE (DOE FEMP). This is not a reason to accept evaporative cooling — it is the reason your water demands (this chapter) and energy demands (Part 2) must be negotiated *together*, so the developer can't play one against the other.

Indirect use: the electricity multiplier

The larger share of a data center's water footprint never touches the facility. Thermoelectric power plants — coal, gas, nuclear — evaporate enormous volumes of cooling water generating the electricity data centers consume. In 2023, U.S. data centers consumed roughly **17 billion gallons directly** for cooling — and an estimated **211 billion gallons indirectly** through electricity generation (LBNL data via The Network

Installers, 2026). Wind and solar require essentially none. This is why Part 2's Demand 10 (clean-energy sourcing) is secretly the largest water demand in this handbook.

FIGURE E

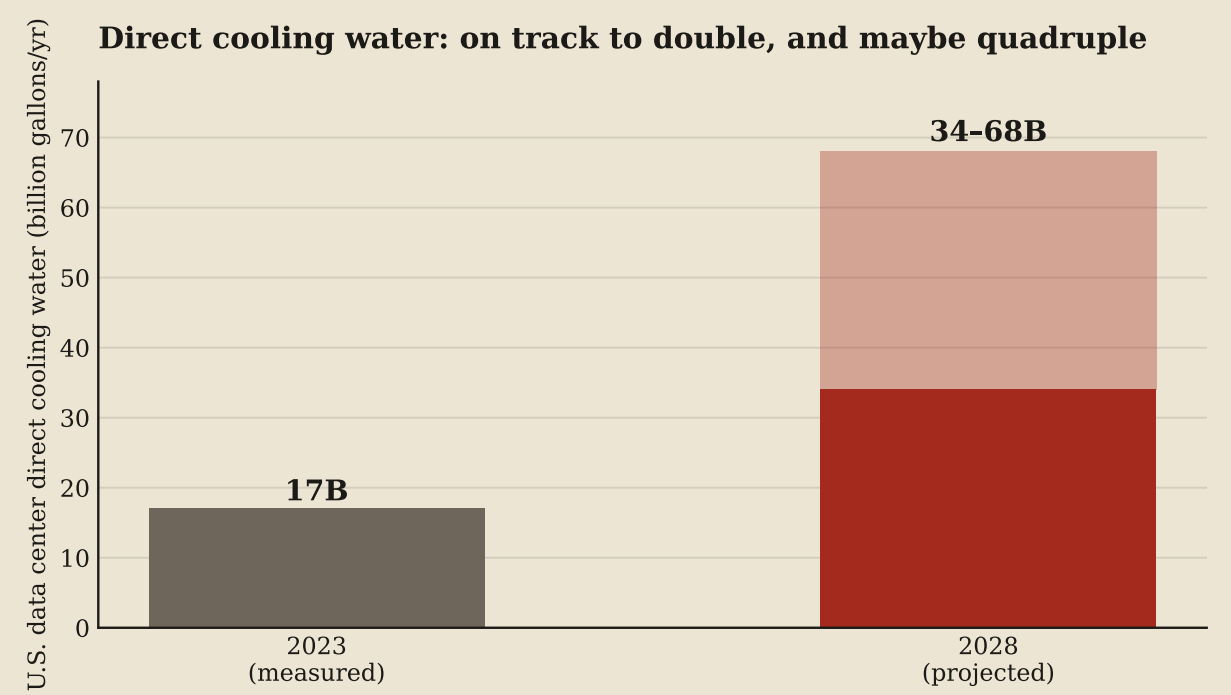

Chart F: In 2023, U.S. data centers consumed about 17 billion gallons directly for cooling versus roughly 211 billion gallons indirectly through electricity generation.

Definitions that win or lose your cap

- **Withdrawal vs. consumption.** Withdrawal is water taken in; consumption is water *not returned* (mostly evaporation). EESI defines data center consumption as withdrawals minus discharge. Operators prefer to report whichever number flatters them. **Your agreement must cap and meter both.**
- **Potable vs. non-potable.** Most facilities still run on drinking water; alternative sources average under 5% of typical facility supply (Project Finance Law, 2025). That gap is your negotiating space (Demand 4).
- **Chemical treatment.** Cooling water is dosed with anti-corrosion and biocide chemicals, making blowdown discharge an industrial wastewater stream — and making the evaporated share unavailable to people or agriculture (Indiana University OneWater).
- **Fleet average vs. facility actual.** Corporate sustainability pages cite global WUE averages and "water positive by 2030" pledges. None of it binds the facility in *your* watershed unless your agreement says so.

3.2 The numbers

The scale, as established in Part 1 and extended here:

- U.S. data centers directly consumed about **17 billion gallons** for cooling in 2023; LBNL projects this could **double or even quadruple by 2028** (The Conversation, Aug 2025).
- An average facility uses roughly **300,000 gallons per day**; a large hyperscale site can draw **up to 5 million gallons daily — about 1.8 billion gallons a year**, the usage of a town of 10,000–50,000 people (EESI; Indiana University OneWater).
- Utah's Rivers Council put it in terms any council member understands: **two data centers can use as much water as a city of 100,000 people** (Wyoming Public Media, April 2026).
- Concentration in real places: Google's facility in The Dalles, Oregon consumed **29% of the entire town's water supply** in 2022; Meta's Newton County, Georgia campus draws about **500,000 gallons daily — 10% of the county's total water use** — in a county now projecting a water deficit by 2030 (PPC Land; NYT, 2025).

FIGURE F

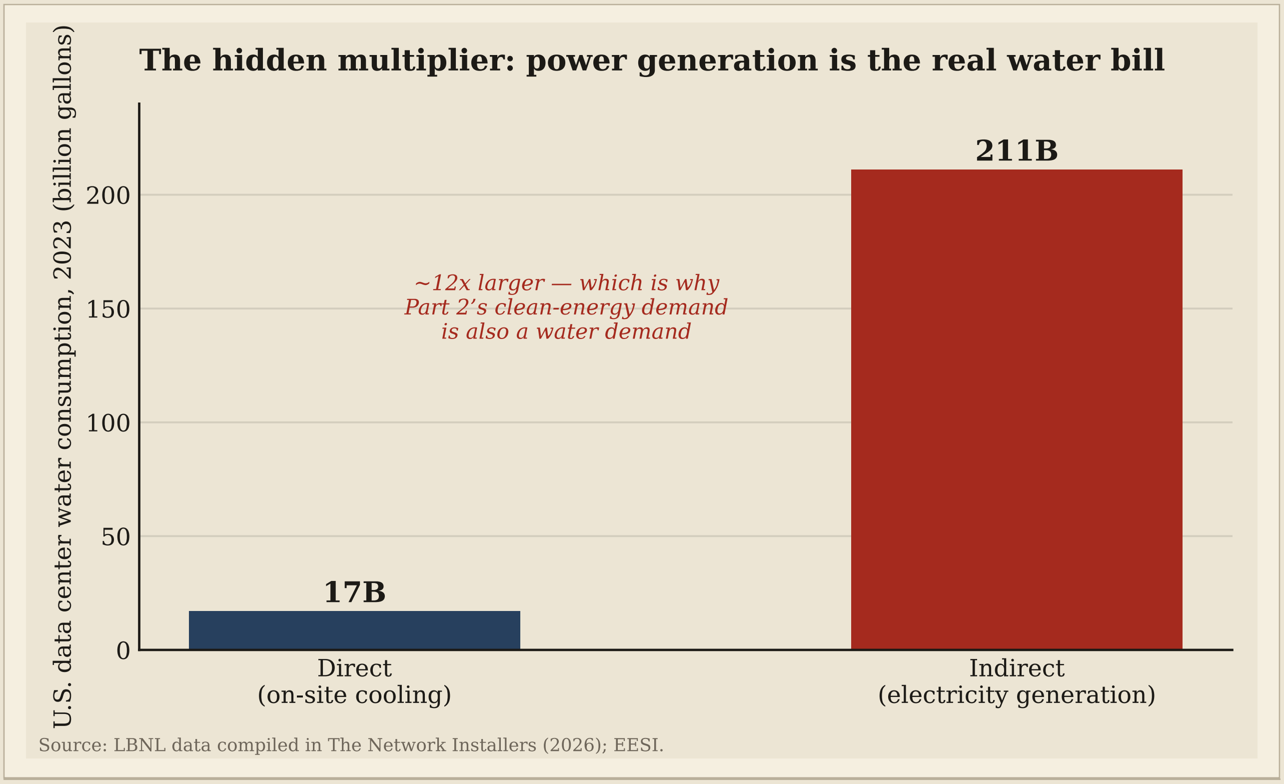

Chart E: U.S. data center direct cooling water consumption of 17 billion gallons in 2023 is projected to double or quadruple by 2028.

FIGURE G

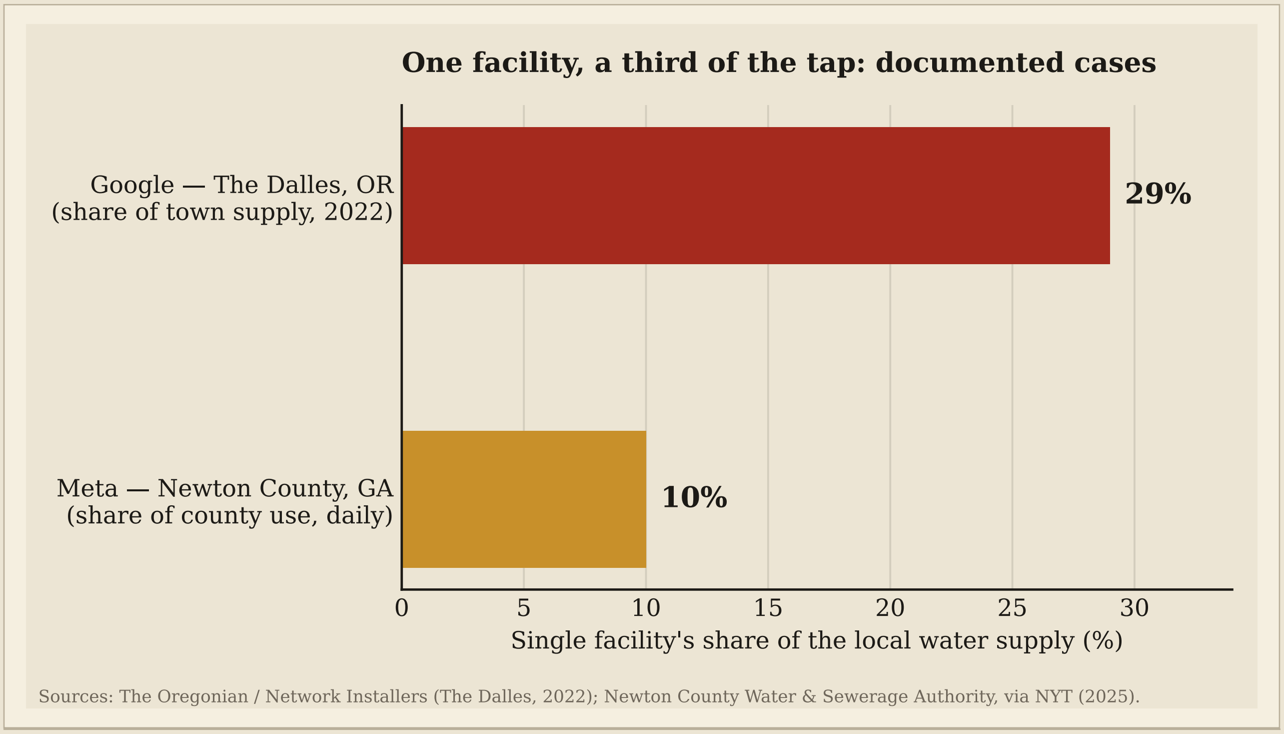

Chart G: Documented cases — Google's facility consumed 29% of The Dalles' town water supply in 2022; Meta's facility draws 10% of Newton County's daily use.

3.3 The secrecy machine

No other impact in this handbook is hidden as aggressively as water. The documented playbook:

Trade-secret claims. In Wisconsin, Microsoft argued to state officials that documents covering its use of Lake Michigan water should be treated as trade secrets — a status normally reserved for things like the Coca-Cola formula. The claim failed only after Midwest Environmental Advocates *sued the city of Racine* for withholding water records (The Progressive, Oct 2025). In South Carolina, a county redacted Google's projected water and sewer usage from a Freedom of Information Act response, claiming trade-secret protection — and got sued by a resident (Post and Courier, 2024). The industry's stated rationale is that water data lets competitors infer facility design (E&E News).

NDAs binding your own officials. At least four Michigan communities signed non-disclosure agreements covering data center projects — including one where the *city providing the water* signed an NDA a year before Microsoft revealed itself as the developer (Detroit News, Feb 2026). In

Virginia, the densest data center market on earth, NDAs are the tool of choice for concealing water and energy use (The Progressive; WVTF, Feb 2026). The Dalles itself went to court trying to keep Google's water use secret from a newspaper — while 98% of the surrounding county was in extreme drought (The Register, 2021).

A regulatory patchwork with holes. The federal Clean Water Act governs pollution discharge, not water *quantity* — there is no federal backstop on consumption (MultiState, April 2026). In Louisiana, home to Meta's largest-ever data center, groundwater pumping requires no permit at all (E&E News). Virginia's governor vetoed a data center water-use bill in 2025. Even Utah's pioneering 2026 Data Center Water Transparency Amendments require only an *estimate* of future use — actual consumption records can stay secret (Wyoming Public Media).

Why this matters strategically: every hour your community spends fighting for basic numbers is an hour not spent negotiating terms — which is the point. The counter is structural: make disclosure a *precondition* of every approval (Demand 1), and treat any invocation of secrecy as itself disqualifying. Note the asymmetry the Great Lakes Compact demonstrates: where strong regional water law exists, the trade-secret gambit fails; where it doesn't, the gambit becomes the norm.

3.4 What's at stake on the ground: the Newton County file

One case study, because it contains nearly every lesson in this chapter. After Meta broke ground on a $750 million data center in Newton County, Georgia in 2018:

- Beverly and Jeff Morris, living 1,000 feet from the site on well water, watched their taps slow to a trickle and fill with sediment; appliances failed repeatedly; they spent roughly $5,000 and replaced equipment in 2019, 2021, and 2024, and still haul water — afraid to drink from the tap (NYT via San Juan Daily Star; BBC via Yahoo, 2025).
- **No baseline existed.** The Joint Development Authority conducted no well-water study before construction, so causation can be argued forever — the timing "could be a coincidence," its spokesman offered (Moneywise, 2026). Meta later commissioned its own study, which — unsurprisingly — found its operations were "unlikely" to be responsible.
- Hydrologists note that construction at this scale often involves **"dewatering"** — pumping out the surrounding groundwater — with effects on neighboring wells that are entirely foreseeable (NYT, via Moneywise).
- The county's water rates are set to rise **33% within two years** (annual increases were typically ~2%), and the county projects a **water deficit by 2030** (Moneywise; PPC Land).
- By mid-2026, residents in adjacent Morgan County were bringing jars of brown well water to an EPA hearing; the EPA noted that private wells are not regulated under the Safe Drinking Water Act, and Georgia doesn't regulate private well quality either — there was no agency whose job it was to protect these families (CBS Atlanta, May 2026).

The lessons, demand by demand: no baseline study means no accountability (→ Demand 6); residents bore the burden of proving harm against a $1.8-trillion company's hired experts (→ Demand 7); construction impacts arrived years before "operations" did (→ Demand 8); and the costs landed on ratepayers and well owners while the facility's own supply was contractually secured (→ Demands 5 and 10). Every one of those failures was preventable — *in the agreement, before approval.*

3.5 The demands: what to ask for, and why

Same format as Part 2: **the ask**, the **justification**, and the **benchmark**.

Demand 1 — Full, metered, public disclosure — actual use, no trade-secret shield

The ask: (a) Dedicated metering of all water sources (municipal, wells, surface, reclaimed); (b) monthly public reporting of withdrawals, consumption, and discharge, by source; (c) a contractual waiver of trade-secret and confidentiality claims over water quantity data; (d) no NDAs binding public officials that survive the application filing.

Justification: Every other demand in this chapter is unenforceable without measured, public numbers. The industry's own conduct proves the point: trade-secret claims in Wisconsin and South Carolina, NDAs in Michigan and Virginia, a city suing to keep usage secret in Oregon. A 2016 survey found fewer than a third of operators even tracked water consumption (EESI). Quantity data reveals no protectable technology — what it reveals is impact.

Benchmark: The Racine trade-secret claim *failed* when challenged in court — public water records are public. Utah's 2026 Transparency Amendments establish disclosure as state policy (demand actuals, not just the estimates Utah settled for). Minnesota requires a dedicated water permit. ELI's January 2026 fact sheet names public reporting of water use and cooling technology as essential to planning.

Demand 2 — A hard cap at full buildout, with penalties and a re-opener

The ask: Enforceable maximum daily and annual consumption *and* withdrawal limits at full buildout, with per-gallon liquidated damages for exceedance and a mandatory renegotiation trigger for any expansion, change of cooling technology, or change of operator.

Justification: Without a cap, every disclosed number is trivia. The phasing trap (Part 1, §1.1) applies with full force to water: a Phase 1 commitment means nothing if Phases 2–4 arrive under administrative approvals. Newton County's deficit projection shows what uncapped growth does to a county's water math.

Benchmark: Water-service agreements are ordinary contracts — municipal utilities cap large industrial users routinely. ELI: governments must plan for average *and peak* demand and incorporate data center cooling profiles into long-term supply planning.

Demand 3 — Cooling technology and a contractual WUE

The ask: (a) In water-stressed basins, prohibit evaporative cooling as the primary heat-rejection method — require closed-loop, direct-to-chip, air, or immersion designs; (b) everywhere, a binding facility WUE ceiling at full buildout, reported against meter data.

Justification: Low-water cooling is commercially standard — the AI hardware transition is pushing the industry to liquid closed-loop designs anyway (Data Centre Magazine, Feb 2026), and Microsoft now advertises zero-evaporation direct-to-chip systems. A developer claiming evaporative towers are unavoidable is negotiating their capex, not stating physics. Pair this demand with Part 2's efficiency demand so the energy penalty of dry cooling is managed rather than weaponized.

Benchmark: Amazon's own fleet WUE of 0.15 L/kWh (vs. an industry average several times higher) proves what's achievable — hold every operator to the standard their marketing departments already claim.

Demand 4 — Reclaimed and non-potable water first

The ask: Maximum feasible use of reclaimed/recycled water, with a contractual floor (e.g., 50%+ of cooling demand where infrastructure exists or can be built at developer expense), and developer funding of purple-pipe extensions where it doesn't.

Justification: Most data centers still run on drinking water — alternative sources average under 5% of typical supply (Project Finance Law) — yet the model is proven at scale: Loudoun Water operates a reclaimed-water service for data center customers in the densest data center market on earth; Google runs over 25% of its campuses on reclaimed or non-potable water, including Douglas County, Georgia entirely on recycled municipal wastewater; AWS reports 20+ facilities cooling with purified wastewater; Phoenix operates a dedicated recycled-water distribution system serving multiple data centers (FWPCOA; Genesis Water Technologies, 2025). Treated wastewater even costs operators 30–50% less than potable supply — you are demanding something that saves them money.

Benchmark: Loudoun County, VA; Douglas County, GA; Phoenix, AZ; Santa Clara, CA (Vantage). If those markets can, yours can.

Demand 5 — Drought priority: the facility curtails before residents do

The ask: Mandatory consumption reductions tied to your jurisdiction's official drought stages — with the data center cutting *first and deepest*, junior in priority to residential, agricultural, and ecological uses; verified by the Demand 1 meters.

Justification: Evaporative demand peaks exactly when supply is scarcest. The Dalles was asked for more Google water while 98% of its county sat in extreme drought. Without contractual priority, the entity with the long-term supply contract — the data center — is functionally *senior* to the residents whose council signed it. Operators can engineer for this: on-site storage, pre-cooling, workload shifting, and temporary dry-mode operation are the water analogues of the demand-response capability they already acknowledge on the energy side (Part 2, Demand 11).

Benchmark: Drought-stage curtailment schedules are standard in municipal codes for car washes and golf courses; extending them to the largest user in the system is not radical — exempting it is.

Demand 6 — Baseline hydrogeology and independent monitoring, at developer expense

The ask: Before any ground is broken: an independent (community-selected, developer-funded) baseline study of the aquifer, neighboring wells, surface waters, and recharge areas — then permanent monitoring wells with public, continuous data, for the life of the facility.

Justification: This is the Newton County lesson in one line: *no baseline, no accountability.* Because the JDA did no pre-construction well study, every harmed family argues causation against the company's hired hydrologists, forever. A $200,000 study is rounding error on a $750 million project and the difference between enforceable rights and a decade of he-said-she-said.

Benchmark: Project-finance counsel already advise developers that water-availability assessments and drought-mitigation plans are standard diligence (Project Finance Law, 2025) — your community should simply require that the study be independent, public, and pre-construction.

Demand 7 — The well-protection presumption and compensation fund

The ask: A rebuttable presumption that degradation of wells within a defined radius (commonly 1–2 miles) occurring after construction begins is attributable to the project — entitling owners to immediate interim water supply, and permanent remedy (well deepening, replacement, or municipal hookup) at developer expense, administered through a pre-funded escrow with a neighborhood claims process.

Justification: Beverly Morris spent $5,000, replaced her appliances three times, hauls buckets to flush her toilet, and cannot afford a new well — while the company's commissioned study found itself not responsible and the EPA explained that no agency regulates her well at all. The presumption flips the burden of proof from the retiree to the trillion-dollar company, which is where engineering knowledge, hydrological data (Demand 6), and financial capacity actually reside. Oil, gas, and mining law uses exactly this structure for the same reason.

Benchmark: Pre-drilling water-supply replacement presumptions in Pennsylvania's oil and gas law (within a distance/time window of drilling) are the established template; apply it to dewatering and blasting.

Demand 8 — Construction-phase water rules

The ask: Permits and limits for construction dewatering (volumes, discharge points, duration), blasting plans with seismic and well-impact monitoring, and enforceable sediment/stormwater controls — all subject to the Demand 6 monitoring network and Demand 7 presumption.

Justification: The Morris family's taps failed during *construction*, years before "operations" began — the phase most agreements ignore entirely. Hydrologists confirm large-site dewatering foreseeably affects neighboring wells (NYT). If your agreement's water provisions begin at commissioning, the worst damage may already be done.

Benchmark: Dewatering permits are routine in heavy construction; the demand is simply that they be conditioned, monitored, and tied to the compensation mechanism.

Demand 9 — Discharge: chemistry, temperature, and pretreatment

The ask: Full disclosure of cooling-water treatment chemicals; a pretreatment agreement with your wastewater utility sized to actual blowdown volumes; temperature and chemistry limits on any surface discharge; and developer-funded monitoring of receiving waters — with data public.

Justification: Cooling water is dosed with corrosion inhibitors and biocides; blowdown is industrial wastewater. St. Charles, Missouri adopted a moratorium amid resident concern over potential links between data center wastewater discharge and drinking-water contaminants — an open scientific question that *your* utility should not answer by experiment (TechPolicy.Press, Nov 2025). Open-loop designs add thermal pollution to the list.

Benchmark: Clean Water Act pretreatment programs exist precisely for this; the demand is to apply them at the right scale and make the data public.

Demand 10 — Full-cost pricing and infrastructure: no subsidized water, no rate shock

The ask: (a) The facility pays the full marginal cost of supplying it — including its share of new treatment, storage, and conveyance capacity — via a large-user rate class or capacity charges; (b) a contractual commitment, with indemnity, that no system expansion costs attributable to the facility appear in residential rates; (c) take-or-pay minimums mirroring Part 2's Demand 4, so reserved water capacity is paid for whether used or not.

Justification: This is Part 2's cost-causation principle in water form. Mansfield's mayor reports water rates rising 33% in two years against a historical norm of ~2% annually — residents subsidizing the infrastructure strain a single industrial user created. Newton County's authority is candid that new data center requests exceed available supply; whoever funds the expansion owns the politics of the next rate case.

Benchmark: Large-industrial water rate classes and capacity charges are standard utility practice; the West Des Moines/Microsoft agreements show infrastructure cost-sharing can be negotiated explicitly rather than absorbed silently.

Demand 11 — Groundwater accounting and no water grabs

The ask: (a) All facility groundwater pumping is metered, permitted, and counted against basin-level budgets even where state law doesn't require it; (b) prohibition (or community right of first refusal) on the developer acquiring agricultural water rights, neighboring wells, or land primarily for its water; (c) cumulative-impact review covering *all* proposed facilities in the basin, not each in isolation.

Justification: In Louisiana, groundwater pumping for the largest data center ever built requires no permit at all; in much of the country, the facility next door legally drinks from the same straw as your town with no accounting (E&E News). Meanwhile site-shopping means your basin may be evaluating one project while five are quietly queued — the water version of Part 2's phantom-load problem. ELI flags water-rights acquisition by data centers as a rising legal-equity issue in constrained regions.

Benchmark: Minnesota's dedicated permitting requirement; the Great Lakes Compact's demonstration that strong regional water law defeats secrecy and overdraft alike.

Demand 12 — Standing, enforcement, and the water authority's seat

The ask: (a) The water-service agreement names residents as third-party beneficiaries with direct enforcement rights; (b) service is contractually conditioned on compliance with Demands 1–11, with suspension as the remedy of last resort; (c) your water authority — not just the city attorney — sits at the negotiation table from day one; (d) annual public true-up of all metered data against caps, with the burden on the operator.

Justification: Part 1's enforcement rule applies doubly here: benefits without teeth are PR, and water promises without meters, penalties, and standing are marketing. Lancaster's CBA was faulted for limiting residents' ability to sue; your water agreement must do the opposite. The utility that controls the valve holds the most concrete enforcement power in this entire handbook — write the agreement so it may lawfully use it.

Benchmark: Third-party beneficiary clauses are standard contract drafting; the NAACP CBA template's independent-monitoring and community-oversight provisions supply the governance architecture.

3.6 Where each fight happens: the water jurisdiction map

Venue	What's decided there	Your tools
Municipal water utility / authority	Service agreements, caps, rates, drought rules, pretreatment	Demands 1, 2, 5, 9, 10, 12 — the contract is the law here
City / county board	Rezoning & CUP conditions, construction permits, CBA	Demands 3, 6, 7, 8 as conditions of approval
Groundwater / basin authority	Well permits, basin budgets, cumulative impacts	Demand 11; intervene in permit proceedings
State legislature & agencies	Disclosure laws, dedicated permitting (MN model), drought law	Push actual-use disclosure (beyond Utah's estimates); oppose preemption
State environmental agency / EPA	Discharge permits (NPDES), pretreatment oversight	Demand 9; comment periods and permit appeals

Venue	What's decided there	Your tools
Courts / FOIA	Trade-secret and records fights	The Racine precedent: sue, and win

Sequencing matters here too. The water utility's leverage is greatest *before* the service agreement is signed — and your board's leverage is greatest before rezoning. Demands 6–8 (baseline, presumption, construction rules) are worthless retroactively; they exist only if they're in writing before the first shovel.

3.7 The asks at a glance

#	Demand	Benchmark	Primary venue
1	Metered public disclosure, no trade secrets	Racine FOIA win; Utah & MN statutes	Utility + agreement
2	Hard caps + penalties + re-opener	Standard large-user contracting	Utility agreement
3	Cooling tech mandate + binding WUE	Microsoft zero-evaporation; 0.15 L/kWh fleet WUE	CUP + agreement
4	Reclaimed water first	Loudoun, Douglas Co., Phoenix, Santa Clara	Utility + agreement
5	Drought curtailment priority	Municipal drought-stage codes	Utility agreement
6	Baseline study + permanent monitoring	Standard developer diligence, made public	CUP condition
7	Well-impact presumption + fund	PA oil & gas replacement presumption	CUP + agreement
8	Construction dewatering/blasting rules	Routine heavy-construction permitting	CUP condition
9	Discharge chemistry + pretreatment	CWA pretreatment; St. Charles caution	Utility + state agency
10	Full-cost pricing; no rate shock	Newton Co. 33% hike as the cautionary tale	Utility rate class
11	Groundwater accounting; no water grabs	MN permitting; Great Lakes Compact	Basin authority
12	Standing + valve-backed enforcement	NAACP template governance	Agreement

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Figures current as of June 2026. Basin conditions, drought stages, and state disclosure law change rapidly — verify your state's current statute and your basin's status before testimony.

04

PART FOUR

Environmental & Quality of Life

Noise, air, light, and the people who live and breathe closest.

This is the chapter that turns quiet residents into organizers. Energy and water are abstractions until the bill or the drought arrives; a 24-hour hum through the bedroom wall, a diesel haze on still mornings, and a sixty-foot blank wall where the tree line used to be are immediate, daily, and personal. This chapter covers noise, air, light, massing, setbacks, construction, and the environmental-justice pattern that ties them together — plus the thirteen demands that protect the people who live closest.

4.0 Why quality of life is the fight that mobilizes communities

The impacts in this chapter share three features that make them politically decisive:

They are sensory and constant. A data center runs every hour of every day. Its cooling fans never stop; on still nights the low-frequency hum carries hundreds of feet. Residents near operating facilities report sleep disruption, windows kept shut year-round, the inability to use their own yards, and a persistent sensation of vibration inside their homes (Windham Law, April 2026). You cannot habituate to a tone the way you tune out traffic — the brain keeps flagging it (INVC).

They land on identifiable people, not statistics. Cost-shifting is spread across millions; the hum lands on the Morris family equivalent three lots over. That concreteness is why quality-of-life impacts produce the petitions, the packed hearings, and the lawsuits — and why they are the impacts most likely to stop or shrink a project.

They fall hardest on those with the least power. The flagship case of this chapter — xAI's gas turbines in South Memphis (§4.3) — sits beside predominantly Black neighborhoods already carrying an oil refinery, a steel mill, and a gas plant, where the closest neighborhood faces a cancer risk four times the national average (NAACP, 2025). Siting follows the path of least resistance. A handbook that took the other chapters seriously and skipped this one would be protecting wallets while leaving lungs and sleep to chance.

The encouraging pattern holds here too: noise lawsuits are succeeding, ordinances are being rewritten in real time (Marshall and Dowagiac, Michigan; Prince William County, Virginia), and the federal "nonroad engine" loophole that let Memphis turbines run unpermitted is under direct legal and regulatory attack. The tools are arriving. This chapter is how you demand them before the equipment is energized rather than after.

4.1 Noise: the hum that never stops

Where it comes from

A data center produces two kinds of noise (LSARS; Ramboll):

Continuous — cooling fans and evaporative towers, transformers and electrical switchgear, and HVAC ventilation. This is the 24/7 baseline, typically **60–80 dBA at the property line** — comparable to a busy street, running all night.

Intermittent — backup generators on monthly load tests and during actual outages, plus service traffic. Generator testing produces **80–100 dBA at the property line**, comparable to a leaf blower or motorcycle; some sources report peaks above 105 dB (LSARS; LegalMatch).

For context, residential noise ordinances commonly cap nighttime sound at **45–55 dBA** at the property boundary, and the World Health Organization's night-noise guideline is around **40 dBA**. A facility running at 60–80 dBA continuously sits well above the ceiling its neighbors are legally entitled to.

FIGURE H

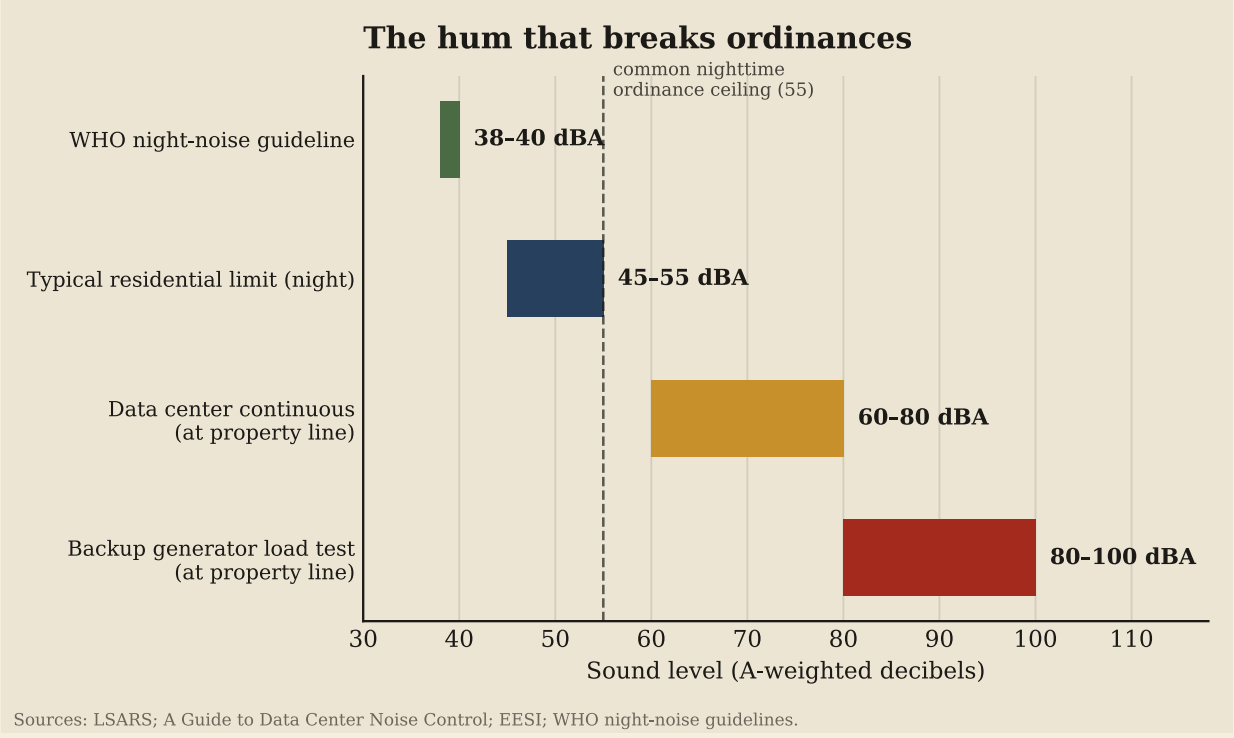

Chart H: Data center continuous noise (60–80 dBA) and generator load tests (80–100 dBA) at the property line sit far above typical residential nighttime ordinance limits (45–55 dBA) and the WHO night-noise guideline (~40 dBA).

The enforcement gap that sinks weak ordinances

Here is the trap most communities fall into: they pass a simple dBA limit, the developer's model shows technical compliance, and residents are miserable anyway. Two reasons:

Tonality and low frequency. Data center noise is *tonal* — a steady hum concentrated in low-frequency bands. The human brain cannot filter tonal noise the way it filters broadband background sound, so it causes disproportionate annoyance and physiological stress *even at decibel levels within the limit* (Windham Law; INVC). And low-frequency sound is notoriously hard to capture with a standard A-weighted meter, which makes a plain dBA ordinance difficult to enforce for the very noise residents actually hear (EESI, quoting the National Parks Conservation Association).

Modeling games. Compliance is predicted with software (CadnaA, SoundPLAN) under the ISO 9613-2 standard. The fight is rarely the software — it's the *assumptions*: which receptors, what weather, whether generator load tests are modeled, and whether the baseline ambient was measured honestly (Ramboll).

The fix is well established and cheap: require a tonal/low-frequency analysis and apply a **6 dBA penalty** to the limit unless the developer proves the noise is not tonal — an approach simple enough that adequate tonal analysis runs on a free smartphone app (INVC). This single provision (Demand 2) does more than any number alone.

Health, and the courts

A February 2026 study in *Frontiers in Climate* found short-term data center noise causes sleep disturbance and annoyance, with long-term exposure associated with cardiovascular, cognitive, and mental-health effects (via Windham Law). Residents report headaches, vertigo, nausea, ear pain, and hypertension (EESI). The litigation is following: residents sued the Hyperscale facility in Dowagiac, Michigan over "unreasonable, excessive noise" measured at 60–70 dBA (WWMT, 2026); a nuisance suit was filed against a Colleton County, South Carolina facility in January 2026 (Duquesne *JOULE*). Courts can order quieter equipment, sound barriers, or restricted operating hours — but a nuisance suit after the fact is a poor substitute for an enforceable condition before approval.

4.2 Air: backup generators and the gas-turbine loophole

The two air-quality threats

Backup diesel generators. A hyperscale campus may permit dozens to hundreds of diesel generators for outage protection. They are tested regularly (a noise source, §4.1) and run during grid failures, emitting NOx, particulate matter, and air toxics. Each is a regulated stationary source — or should be.

Behind-the-meter gas generation. As grid interconnection queues lengthen (Part 2), developers increasingly build their own on-site power — gas turbines — to bypass the grid. This converts a "data center" into a de facto power plant next to homes, and it is the fastest-growing air-quality threat in the sector. The defining abuse is the **"nonroad engine" loophole**: classifying large stationary turbines as "temporary" or "nonroad" engines to claim they are exempt from Clean Air Act permitting, public notice, and best-available pollution controls (Tennessee Lookout; SELC). That loophole is exactly how 35 turbines ran unpermitted in Memphis — the subject of §4.3.

FIGURE I

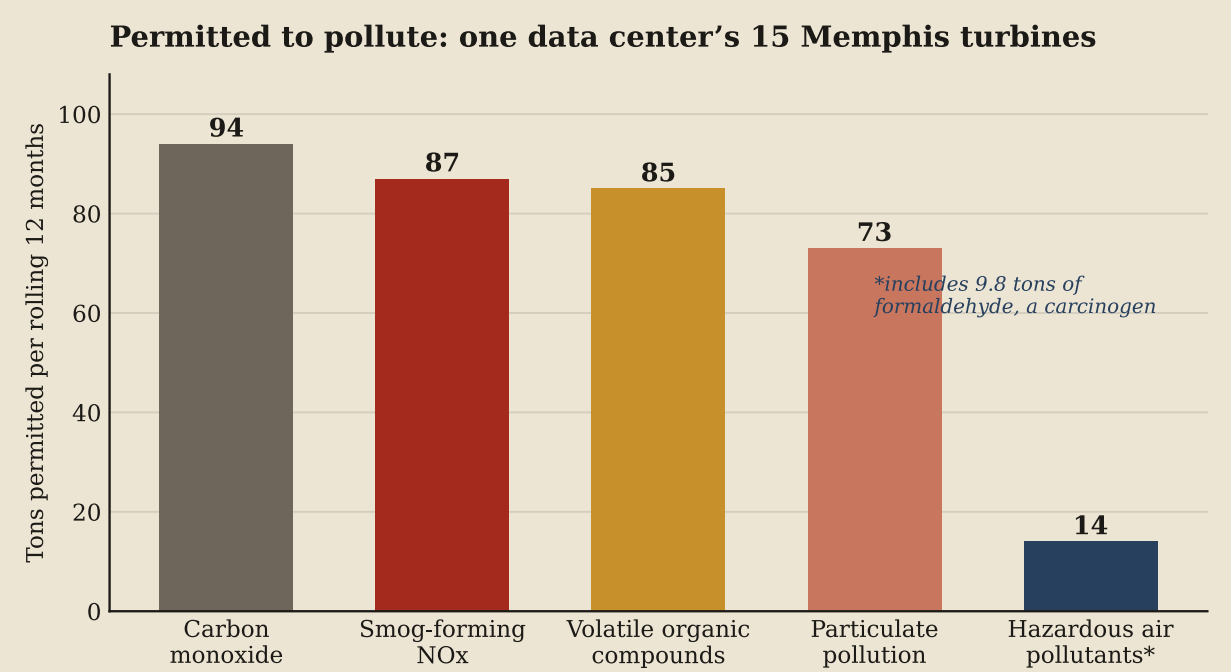

Chart I: The 15 gas turbines permitted at xAI's Memphis data center are allowed to emit, per rolling 12 months, 94 tons of carbon monoxide, 87 tons of smog-forming NOx, 85 tons of VOCs, 73 tons of particulate pollution, and roughly 14 tons of hazardous air pollutants — including 9.8 tons of formaldehyde, a carcinogen.

This is the air-quality counterpart to Part 2's Demand 12 (behind-the-meter generation rules). The energy chapter cares that on-site gas evades tariff obligations; this chapter cares that it poisons the air your neighbors breathe. Both demands must be made together, because developers present on-site generation as a *solution* (faster power, grid relief) precisely to slip past the harm.

4.3 The Memphis file: xAI's Colossus

One case study, because it is the clearest illustration in the country of how the quality-of-life and environmental-justice failures compound.

Elon Musk's xAI began operating its Colossus 1 supercomputer in South Memphis in June 2024, using **as many as 35 gas turbines with no permits** at all (SELC, April 2026). The site sits in the 38109 zip code, beside the majority-Black neighborhood of Boxtown — a community already carrying an oil refinery, a steel mill, and a TVA gas plant, where studies put the cancer risk at **four times the national average** (NAACP, June 2025).

The sequence every community should study:

- **The loophole.** Rather than permit the turbines as the major pollution source they plainly are, the Shelby County Health Department accepted that they were "temporary," "nonroad" engines — exempt from permitting, public notice, and pollution controls (Tennessee Lookout, July 2025). The appeal by the NAACP's Memphis chapter and Young, Gifted & Green argued this reading would let any operator install any number of polluting turbines, anywhere, anytime, with no public process.
- **The permit that legalized the pollution.** In July 2025 the county issued a permit for 15 turbines — while xAI had already been running far more without one. The permit *allows* annual emissions of 87 tons of NOx, 94 of carbon monoxide, 85 of VOCs, 73 of particulates, and ~14 tons of hazardous air pollutants including 9.8 tons of formaldehyde — and lets the company **keep its own emissions records** (TechCrunch, July 2025).
- **The contested "all clear."** City-commissioned testing reported no dangerous pollutant levels; SELC noted the testing did not even measure ozone — the pollutant Memphis already fails federal standards for (Tennessee Lookout; CNBC). Independent University of Tennessee research found the turbines added measurably to the region's pollution (CNBC, Jan 2026).
- **The escalation.** xAI then built a second turbine fleet in Southaven, Mississippi to power Colossus 2 — 27 turbines, expanded to add six more, again challenged as unpermitted — prompting the NAACP, SELC, and Earthjustice to seek a preliminary injunction in 2026 (Earthjustice).

The lessons map directly onto the demands: the loophole must be closed by contract and permit (Demand 4); emissions must be independently monitored, not self-reported (Demand 6); air studies must measure the right pollutants and be community-controlled (Demand 6); cumulative burden on an already-overloaded airshed must be assessed before approval (Demand 7); and none of it works without enforceable standing for the people of Boxtown (Demand 13). Memphis is what happens when a community gets none of these. The point of this handbook is to get all of them — in writing, before the turbines arrive.

4.4 Light, massing, setbacks, traffic — the rest of the footprint

Setbacks are the cheapest, most reliable mitigation in this entire chapter: sound and light dissipate with distance more predictably than any engineering control can promise, and distance costs the developer land, not technology. Yet by-right industrial zoning often requires only **100–200 feet** from a residential line, while negotiated conditional-use setbacks run **500–1,500 feet** (LSARS). The gap between those numbers is pure negotiating space — and the stakes are concrete: Virginia's 2024 JLARC review found nearly **one-third of the state's data centers sit within 200 feet of residentially zoned land**, a consequence of zoning codes that file data centers alongside offices rather than heavy industry (EESI).

FIGURE J

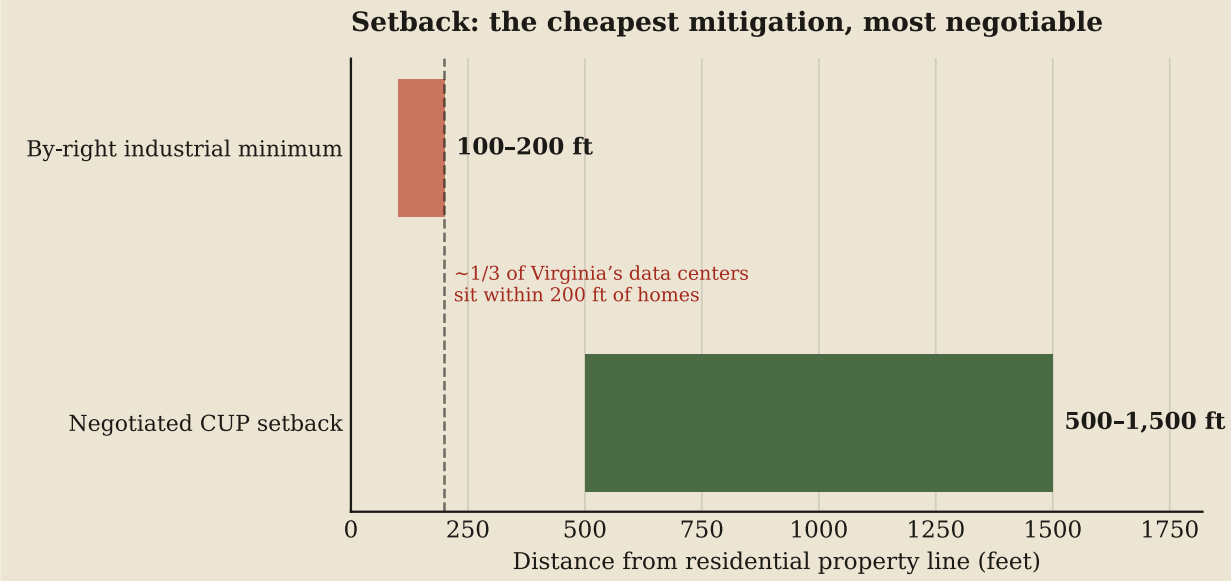

Chart J: By-right industrial zoning often requires only 100–200 feet of setback from homes, while negotiated conditional-use permits secure 500–1,500 feet — and roughly a third of Virginia's data centers sit within 200 feet of residential land.

Light pollution. Campus and security lighting runs all night, often beside rural or residential areas with previously dark skies. Shielded, downcast, motion-activated, warm-temperature fixtures are standard dark-sky practice and trivial to require.

Massing and viewshed. A hyperscale building is a windowless box that can exceed 60 feet in height and cover hundreds of thousands of square feet. Height caps, architectural treatment, generous vegetative buffers, and preservation of existing tree lines are ordinary land-use conditions — they simply have to be demanded.

Construction. The Newton County water damage (Part 3) began during *construction*, not operation. Multi-year buildouts bring blasting, dewatering, dust, heavy truck traffic, and noise. Residents near one proposed Georgia site face an estimated decade of construction along a creek corridor (Windham Law). A construction-management plan — hours, haul routes, dust control, blasting limits and monitoring — belongs in the agreement.

Property values. Homeowners beside an industrial neighbor with 24-hour noise and light face real value loss. Some jurisdictions negotiate property-value protection (assessment guarantees or buy-out options for the nearest parcels), the way airport-noise programs do.

4.5 Environmental justice and cumulative impact

The Memphis pattern is not an accident; it is the model. Heavy industrial uses are sited where opposition is expected to be weakest — lower-income and minority communities already carrying legacy pollution. The structural defenses are two:

Cumulative-impact assessment. Agencies and developers assess each facility's emissions in isolation, as if the refinery, the steel mill, and the gas plant next door did not exist. A community should demand that noise, air, and traffic impacts be evaluated *additively*, against the total existing burden of the airshed and the neighborhood — and that an environmental-justice screen (using EPA EJScreen or a state equivalent) be part of the application.

Equity in siting and benefit. Where a facility is proposed in an already-overburdened community, the burden of proof should shift to the developer to show it will not worsen existing disparities — and the community-benefit terms (later chapters) should be commensurate with the elevated risk being asked of the residents. The NAACP's 2026 community-benefits framework is built precisely around this principle.

4.6 The demands: what to ask for, and why

Same format: **the ask**, the **justification**, the **benchmark**.

Demand 1 — Independent baseline + predictive noise study, before approval

The ask: A developer-funded, community-selected acoustician (a) measures baseline ambient noise at the site day and night, and (b) models predicted operational noise at every sensitive receptor within one mile — under both continuous operation *and* generator load-test scenarios — using ISO 9613-2, with explicit identification of where the local nighttime limit would be exceeded.

Justification: A noise objection survives a hearing only with specific data; vague worry does not (LSARS). Without a pre-approval baseline you can never prove the facility caused the change — the Newton County water lesson (Part 3) applied to sound. Modeling that omits generator load tests or sensitive receptors is the most common way real impacts get approved on paper.

Benchmark: LSARS's defensible-review standard (baseline day/night + receptor modeling + exceedance analysis) is the template; ISO 9613-2 (updated 2024) is the accepted North American model.

Demand 2 — A real nighttime limit with a tonal penalty and teeth

The ask: A binding limit at the nearest residential property line — **45–55 dBA at night** — *plus* a 6 dBA penalty applied unless the developer proves via narrowband analysis that the noise is not tonal; continuous, public, independent monitoring; and escalating per-violation liquidated damages with curtailment as the final remedy.

Justification: A plain dBA cap fails because the harm is tonal and low-frequency — disproportionately annoying and physiologically stressful even "within limits," and hard to capture on an A-weighted meter (INVC; EESI; Windham Law). The tonal penalty shifts the burden onto the developer to design quietly, which is cheapest at the design stage anyway (Ramboll).

Benchmark: The INVC 6 dBA tonal-penalty approach; municipal nighttime caps of 45–55 dBA; Dowagiac and Marshall, Michigan rewriting ordinances specifically for this.

Demand 3 — Engineering controls and equipment selection as conditions

The ask: Require low-noise coolers, acoustic enclosures and barriers, and equipment chosen for minimal tonal/low-frequency emission — specified in the conditional-use permit, not left to good intentions.

Justification: None of these are typically included voluntarily; they appear when councils require them as CUP conditions (LSARS). Addressing tonality through equipment selection at design time is the most cost-effective path and avoids the multi-million-dollar retrofits that follow community complaints (Ramboll; INVC).

Benchmark: Low-noise industrial coolers are commercially standard (EESI); "quiet places" zoning that prohibits loud uses near homes is an established tool.

Demand 4 — Close the "nonroad/temporary" loophole: permit all generation as stationary sources

The ask: Every on-site generator and turbine — backup or primary — is treated as a stationary source subject to full Clean Air Act permitting, public notice, and Best Available Control Technology. No "temporary" or "nonroad engine" classification. Behind-the-meter gas generation as *primary* power is prohibited or separately permitted as the power plant it is.

Justification: The nonroad-engine loophole is the single largest air-quality abuse in the sector — it is exactly how 35 turbines ran unpermitted in Memphis, and the legal theory that, unchallenged, would let any operator install unlimited turbines with no public process (Tennessee Lookout; SELC). BACT and public notice are the entire point of the permitting system.

Benchmark: The NAACP/SELC/Earthjustice Clean Air Act actions against xAI; the EPA rule update tightening turbine treatment (CNBC, Jan 2026); Maryland HB 120's co-location/generation conditions (Part 2).

Demand 5 — Generator caps, run-hour limits, daytime-only testing, Tier 4 emissions

The ask: Contractual caps on generator count and aggregate capacity; annual run-hour limits; testing confined to defined daytime windows; and Tier 4 (or best-available) emissions standards on all diesel units.

Justification: Generator fleets are both an air source (run hours = emissions) and a noise source (load tests = 80–100 dBA). Confining tests to daytime and capping run hours directly limits both. Self-reported, uncapped emissions — as in the Memphis permit, which lets the operator keep its own records — are unverifiable by design (TechCrunch).

Benchmark: Tier 4 standards are routine for new stationary diesel; daytime-only test windows are common nuisance-ordinance practice.

Demand 6 — Independent, continuous, public air monitoring + community study funding

The ask: Fenceline air monitoring (continuous, third-party, publicly reported) for NOx, PM2.5, ozone precursors, VOCs, and formaldehyde; plus developer funding for an independent community air-quality study — scoped and controlled by the community, measuring the right pollutants.

Justification: Self-reported emissions are not oversight. The Memphis "all-clear" testing failed to measure ozone — the one pollutant the region already violates — which is why independent University of Tennessee research, not the official test, surfaced the real impact (CNBC; Tennessee Lookout). A Memphis community group had raised $250,000 for its own study precisely because it could not trust the official one; build that funding into the agreement so residents don't have to crowdfund their own air data.

Benchmark: Fenceline monitoring is standard at refineries and chemical plants; the $250,000 community-study figure from Memphis is a real-world benchmark for adequate independent testing.

Demand 7 — Cumulative-impact and environmental-justice assessment

The ask: Noise, air, and traffic impacts assessed *additively* against the total existing burden of the airshed and neighborhood — not in isolation — with an EPA EJScreen (or state-equivalent) environmental-justice analysis required as part of the application, and a burden-shift to the developer in already-overburdened communities.

Justification: Isolated, per-facility review is how concentrated harm becomes invisible: Boxtown already hosts a refinery, a steel mill, and a gas plant, and each new source is waved through as if alone (NAACP; SELC). Cumulative assessment is the only honest way to evaluate a marginal addition to a saturated airshed.

Benchmark: EPA EJScreen; New Jersey's environmental-justice law (cumulative-impact permitting in overburdened communities) is the leading statutory model.

Demand 8 — Setbacks and buffers sized to the modeling

The ask: Minimum setbacks of 500–1,500 feet from residential property lines (scaled to the Demand 1 noise modeling so the nighttime limit is met at the nearest home), with vegetative and berm buffers maintained for the life of the facility.

Justification: Distance is the cheapest, most reliable mitigation and the most negotiable term in the chapter (LSARS). By-right zoning's 100–200 feet is an artifact of miscategorizing data centers as offices — the Virginia JLARC finding that a third sit within 200 feet of homes is the cautionary statistic.

Benchmark: Negotiated CUP setbacks of 500–1,500 feet (LSARS); reclassifying data centers as the heavy-industrial use they are.

Demand 9 — Dark-sky lighting standards

The ask: Shielded, downcast, motion-activated, warm-color-temperature lighting; no uplight; limits on after-hours illumination beyond security minimums.

Justification: All-night campus lighting degrades rural and residential night skies and compounds the sense of an industrial intrusion. Dark-sky standards are well-defined, inexpensive, and routinely adopted.

Benchmark: International Dark-Sky Association model ordinance language.

Demand 10 — Massing, height, and viewshed treatment

The ask: Height caps, architectural treatment of long blank façades, deep perimeter landscaping, and preservation of existing tree lines and natural screening — with maintenance obligations that run with the facility.

Justification: A windowless 60-foot box across hundreds of thousands of square feet is a permanent visual imposition on neighbors and rural character; screening and massing controls are ordinary land-use conditions that cost the developer little and protect property and place.

Benchmark: Standard industrial-design and buffer conditions in conditional-use permitting.

Demand 11 — A binding construction-management plan

The ask: Enforceable limits on construction hours; haul-route and traffic-management plans; dust and stormwater controls; and blasting and dewatering limits with seismic and well monitoring (coordinated with Part 3, Demands 6–8).

Justification: The worst damage often arrives during the multi-year build, before any operational condition applies — Newton County's wells failed during construction. Communities face a decade of construction traffic, noise, and dust where buildouts are phased (Windham Law).

Benchmark: Construction-management plans are standard for large projects; the demand is simply that they be enforceable conditions tied to penalties.

Demand 12 — Property-value protection for the nearest neighbors

The ask: For homes within a defined radius, an assessment guarantee or buy-out option funded by the developer, compensating measurable value loss attributable to the facility.

Justification: The residents who bear the noise, light, and traffic should not also silently absorb the property-value loss while the facility becomes the county's largest taxpayer. The mechanism is borrowed from airport-noise programs, where it is well established.

Benchmark: Airport noise-mitigation buy-out and sound-insulation programs.

Demand 13 — Standing, enforcement, and an advisory board with teeth

The ask: (a) Residents named as third-party beneficiaries with a preserved right to sue — explicitly *not* waived; (b) a community advisory board meeting at least quarterly with independent technical experts at developer expense; (c) annual public compliance reporting against every condition in this chapter; (d) a remedy ladder ending in curtailment or suspension for persistent violation.

Justification: This is Part 1's enforcement rule, sharpened by this chapter's stakes. Lancaster's CBA was faulted for limiting residents' ability to sue over noise — the exact opposite of what's needed (Part 1). Nuisance suits in Dowagiac and Colleton County show residents will litigate; an advisory board and preserved standing convert that energy into ongoing oversight rather than years of after-the-fact court fights.

Benchmark: The NAACP CBA template's quarterly advisory board and independent-expert provisions; the preserved private right of action that weak CBAs strip out.

4.7 Where each fight happens

Venue	What's decided there	Your tools
City / county board (zoning, CUP)	Setbacks, noise limits, lighting, massing, construction rules, advisory board	Demands 1–3, 8–13 as conditions of approval
Air pollution control board / health dept.	Generator and turbine permits, BACT, the nonroad loophole	Demands 4–6; appeal permits (the Memphis model)
State environmental agency / EPA	Major-source determinations, EJ review, ozone attainment	Demands 4, 6, 7; comment and appeal
Noise authority / code enforcement	Ordinance limits, monitoring, violations	Demand 2; rewrite the ordinance before the application
Courts	Nuisance, Clean Air Act citizen suits	Demand 13; the Dowagiac, Colleton, and Memphis suits
State legislature	EJ cumulative-impact law, noise/siting standards	Support NJ-style EJ permitting; reclassify data centers as industrial

Sequencing: rewrite the noise and lighting ordinances and reclassify data centers out of the office category *before* an application lands — afterward you are litigating, not legislating. Air permits are appealable, but the public-process leverage is greatest before issuance.

4.8 The asks at a glance

#	Demand	Benchmark	Primary venue
1	Independent baseline + predictive noise study	LSARS standard; ISO 9613-2	CUP condition
2	Nighttime dBA limit + 6 dBA tonal penalty + monitoring	INVC; 45–55 dBA municipal caps	Noise ordinance + CUP
3	Engineering controls / quiet equipment	Low-noise coolers (EESI)	CUP condition
4	Permit all generation; close nonroad loophole	xAI CAA actions; EPA rule update	Air board + agreement
5	Generator caps, run-hours, daytime tests, Tier 4	Standard stationary-diesel rules	Air permit + CUP
6	Independent fenceline monitoring + study funding	Refinery fenceline norms; $250k Memphis study	Air board + agreement
7	Cumulative-impact + EJ assessment	EPA EJScreen; NJ EJ law	State agency + board
8	Setbacks 500–1,500 ft, sized to modeling	LSARS; VA JLARC cautionary stat	CUP condition
9	Dark-sky lighting	IDA model ordinance	CUP condition
10	Massing, height, viewshed treatment	Standard industrial buffers	CUP condition
11	Construction-management plan	Standard large-project practice	CUP condition
12	Property-value protection	Airport noise buy-out programs	Agreement
13	Standing + advisory board + curtailment remedy	NAACP template; anti-Lancaster	Agreement

4.9 References

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Decibel ranges, ordinance limits, and permit terms vary by facility design and jurisdiction. Verify your local noise ordinance, your airshed's attainment status, and your state's EJ law before testimony.

05

PART FIVE

Fiscal Terms

Whether the deal actually nets positive once the giveaways are counted.

A hyperscale campus can become a county's largest single taxpayer — and it can also be the worst subsidy deal that county ever signs. Both are routinely true of the same project. This chapter is about telling them apart: how to measure what a data center actually nets your community after the abatements and infrastructure costs, and the twelve demands that keep the revenue real and the giveaways out.

5.0 Both things are true

The fiscal debate is usually conducted as a shouting match between two half-truths. Boosters say data centers are economic gold — among the largest taxpayers a rural county will ever host. Critics say they're subsidy sinkholes that buy almost nothing. The honest answer is that *both* describe real deals, and which one your community gets depends entirely on the terms.

The revenue is real: a hyperscale campus pays property tax on land, buildings, and — where it's taxed — computer equipment that is replaced every few years, renewing the base. West Des Moines's agreements with Microsoft are projected to generate over $2 billion in tax revenue (Brookings, Jan 2026).

The giveaways are also real, and have grown indefensible. Virginia's data center sales-tax exemption alone cost an estimated **$1.6 billion in fiscal year 2025** — now the state's single largest incentive (Cardinal News). And the structure of these deals means a community can sign away most of the revenue while keeping all of the impact.

The 2026 reckoning is well underway. At least 37 states offer data center incentives (NCSL), but the states that competed hardest — Virginia, Georgia, Oklahoma, Indiana, Ohio, Illinois — are now reconsidering, capping, or clawing back their programs (Stateline; Brookings; Policy Matters Ohio). Your community is negotiating at the exact moment the consensus is shifting from "give whatever it takes" to "prove it's worth it." This chapter arms you to demand the proof.

5.1 The incentive landscape

Three instruments do most of the work, usually stacked:

Sales-and-use tax exemptions — the most common incentive, waiving sales tax on the servers, networking gear, and electrical equipment that make up most of a facility's cost (Stateline). Because that equipment is replaced every few years, the exemption renews indefinitely — Amazon's Ohio agreement, for instance, runs through **2055** (Policy Matters Ohio).

Property-tax abatements — partial or full forgiveness of property tax on land, buildings, and sometimes equipment, for a fixed term. Nevada's statute, a typical example, abates 75% of personal-property tax for 10–20 years and cuts the sales-tax rate to 2%, in exchange for job, wage, and investment thresholds (Nevada GOED).

Payments in lieu of taxes (**PILOTs**) — a negotiated alternative to property tax, where the facility makes fixed annual payments instead. A PILOT can be a *good* tool (it can guarantee revenue to schools and municipalities) or a giveaway dressed up as a payment — the difference is in the number (see §5.5).

The critical structural facts for your negotiation: these incentives are usually **stacked** (state sales-tax exemption *plus* local property abatement *plus* sometimes discounted power), they often **lack clawbacks**, and the details are frequently hidden behind NDAs and trade-secret claims (Part 4's secrecy problem, applied to money). Good Jobs First's model reforms target exactly this: requiring a public MOU with clawbacks, notifying affected municipalities, conditioning state exemptions on local approval, and prohibiting incentive stacking — Georgia's law already bars companies claiming the sales-tax exemption from also taking other incentives.

5.2 The cost-per-job problem

Because data centers are among the least labor-intensive structures in the economy (Part 1: typically 10–30 permanent jobs), incentives measured *per job* reach figures that would be laughed out of any other economic-development meeting:

- **Ohio:** 13 approved agreements covering $5.1 billion in investment generated just **356 jobs** — a state revenue loss of $281.9 million, or **$343 million with local sales tax included: nearly $1 million per job** (Policy Matters Ohio). Amazon's exemption, against $13.87 billion in investment, also pencils out to well over $1 million per job.

- **Rockland County, New York:** a JPMorgan data center received roughly **$77 million in tax breaks** while reporting 25 workers (up from the 5 originally promised) — well over $1 million per job, with an expansion deal "in another league" (NY Focus, April 2026).
- **STAMP, New York:** the proposed $11.2 billion Stream Data project carries a subsidy package that works out to **$6.4 million per job** — ranked by Good Jobs First among the largest data center subsidy packages ever proposed in the United States (Investigative Post, Feb 2026).

FIGURE K

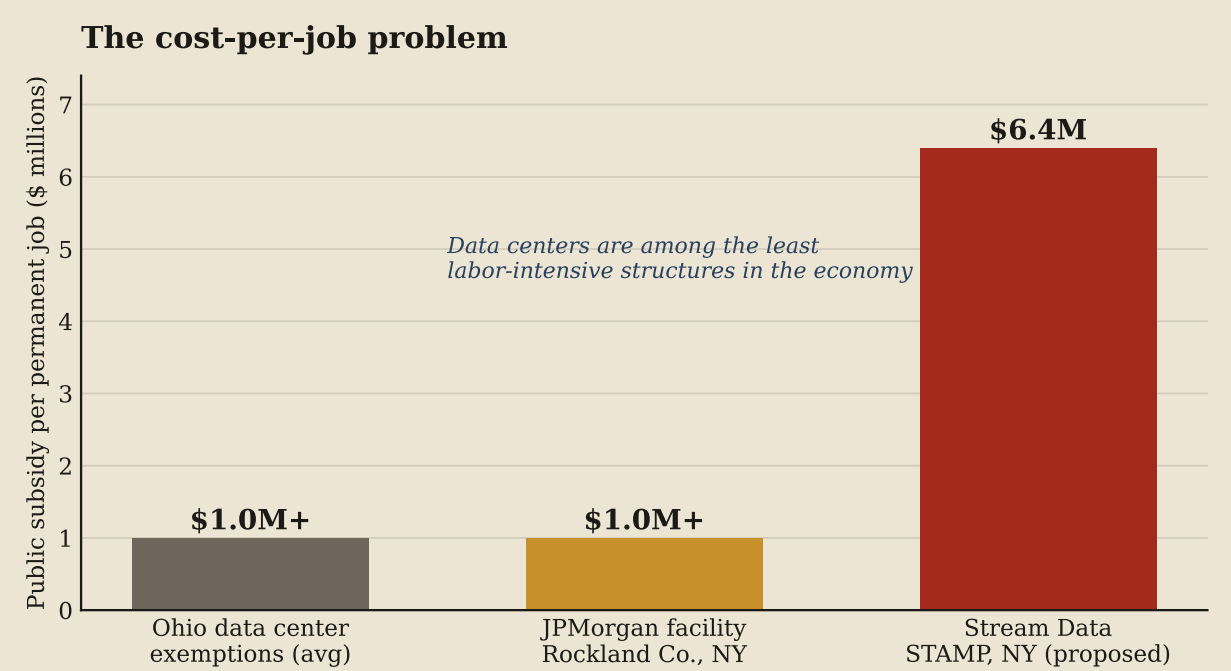

Chart K: Public subsidy per permanent job runs to roughly $1 million in Ohio's data center exemptions and the JPMorgan Rockland County facility, and an estimated $6.4 million per job for the proposed Stream Data project at STAMP, New York.

The negotiating implication is not "jobs don't matter" — it's that **jobs are the wrong metric to price an incentive on.** A deal justified by employment is a deal justified by the weakest thing a data center produces. Tie any incentive to verified investment and operating years, not headcount (Demand 3), and measure the whole deal by net fiscal benefit, not job count (Demand 1).

5.3 The deal you don't have to give

Here is the single most valuable fact in this chapter: **for the largest facilities, the incentive is rarely what decides the deal.** Brookings's 2026 study found that in hyperscale counties, public incentives amount to only about **2% of total construction investment** — and hyperscale siting is driven by power availability, land, and fiber, not tax breaks. In colocation counties, by contrast, incentives represent about **62% of total investment** — meaning your community's money is decisive precisely for the facilities that deliver the *fewest* jobs and the *least* economic spillover (Part 1).

FIGURE L

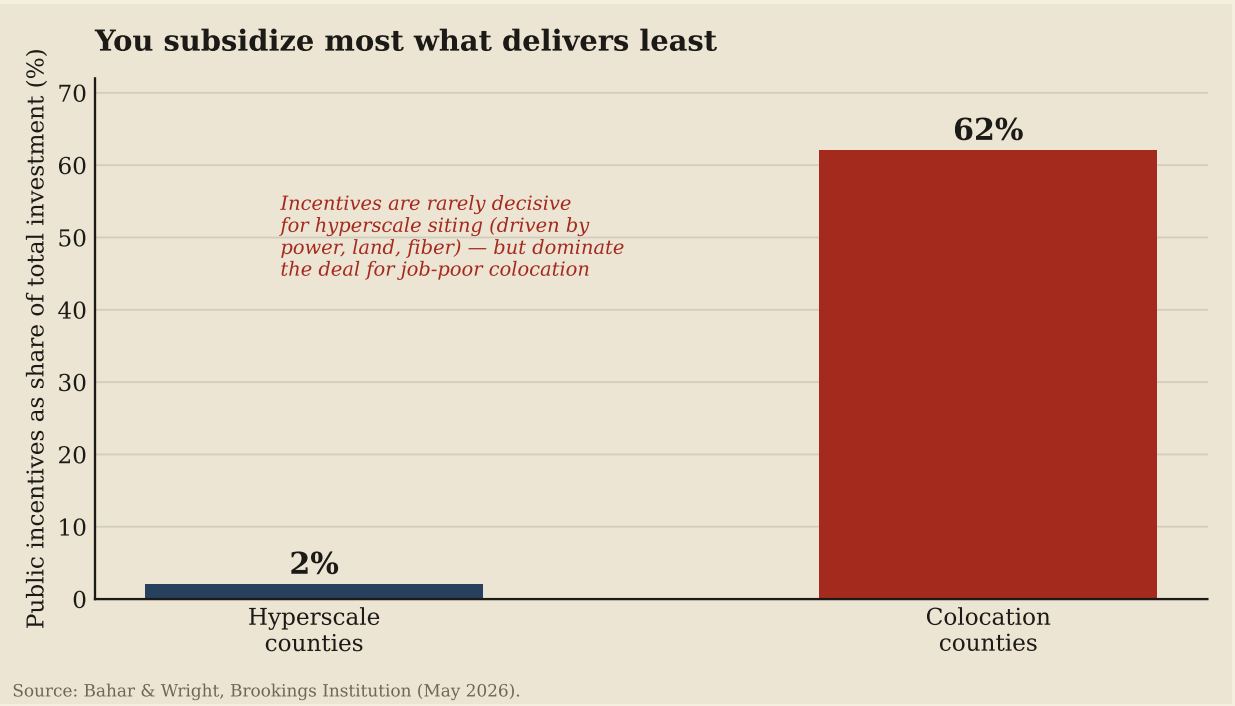

Chart L: Public incentives represent about 2% of total investment in hyperscale counties versus 62% in colocation counties — your subsidy matters most for the facilities that deliver least.

Read those two numbers together and a strategy emerges:

- When a **hyperscale** developer says it will walk without the abatement, that is usually a bluff — they're choosing your site for the power and fiber, and a 2% incentive is not the swing factor. You can negotiate hard, or decline to abate, and still get the project.
- When a **colocation** developer makes the same threat, it may be true — but per Brookings that's the facility least worth subsidizing, so it's the deal you can most afford to lose.

Either way, the "we'll go elsewhere" threat (Part 1's developer playbook) loses its power once you know which side of this chart your project sits on. Always establish facility type before discussing a single dollar of incentive.

5.4 Phantom revenue and the obsolescence trap

Revenue projections presented at the approval hearing are best-case, full-buildout, full-operation numbers. Several forces erode them:

The phasing gap. Projections assume the whole campus gets built; many projects build a fraction of what they entitle (Part 1, §1.1). Revenue scoped to full buildout is revenue you may never see.

Equipment obsolescence. AI hardware refresh cycles have compressed to roughly **18–36 months** (Invrecovery; Maxxum) — yet tax abatements commonly run **10–20 years**. A community can lock in a two-decade tax holiday for equipment that's scrap before the third year. If the value of the equipment (the renewing tax base) is abated, the renewal benefit evaporates.

FIGURE M

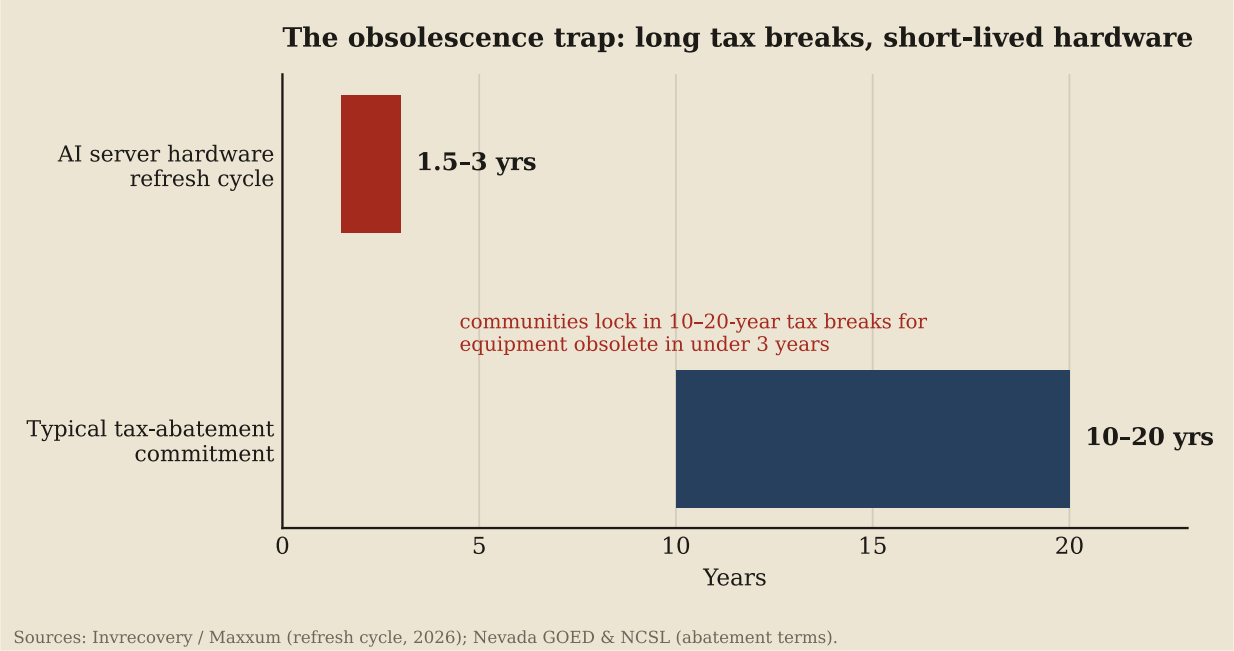

Chart M: AI server hardware now refreshes every 1.5–3 years, while typical tax-abatement commitments run 10–20 years — communities lock in long tax breaks for short-lived equipment.

Stranding. Facilities that can't secure additional power or that fall behind the hardware curve are increasingly abandoned as operators consolidate into newer campuses (Maxxum, April 2026). A stranded data center is a specialized, hard-to-repurpose shell — and if the operator was a single-purpose LLC that dissolves, the *community* inherits the end-of-life problem (Taft Law). This is the fiscal cousin of Part 2's energy stranded-asset risk, and it is why Demand 8 (decommissioning security) exists.

The honest counterpoint, which a credible handbook should state: a "powered shell" with strong floor loading and utility connections *can* sometimes be converted to logistics or light industrial use, so the stranding risk is real but not absolute (Taft Law). That nuance is an argument for *right-sizing* the decommissioning bond to realistic net removal cost — not for skipping it.

5.5 PILOTs: the same tool, used well or badly

A PILOT is neither good nor bad in itself; it's a container for a number. The Stream Data STAMP proposal shows a relatively strong structure: a 30-year PILOT under which the company pays its full property-tax-equivalent **plus more** — averaging $9.5 million annually, with no reduction to county, municipal, or school revenue, on top of an estimated $18 million in annual sales tax on electricity (Investigative Post). Whatever one thinks of the per-job math, the *property-tax* side of that deal protects schools.

A bad PILOT does the opposite: it sets payments far below what full taxation would yield, freezes them flat for decades (so inflation erodes them), and is sold to the public as "new revenue" because the land previously generated little. The tests of a good PILOT:

- Payments at least equal to, and ideally above, what full property taxation would yield;
- Escalation clauses so the payment grows with inflation and assessed value;
- A guaranteed floor to schools and emergency services (the entities that bear the service costs);
- No bundling that quietly waives the sales-tax base on top.

If a developer proposes a PILOT, the right response is not yes or no — it's "show me the number against full taxation, escalated, over the full term," and Demand 1's independent fiscal study to check their math.

5.6 The demands: what to ask for, and why

Same format: **the ask**, the **justification**, the **benchmark**.

Demand 1 — An independent net-fiscal study, developer-funded, community-controlled

The ask: Before any vote, an independent analyst (selected by the community, paid by the developer) produces a full net-fiscal model: gross tax revenue *minus* every abatement and exemption, *minus* the public cost of infrastructure (roads, water, fire/EMS capacity for electrical and battery fires), *minus* any ratepayer cost-shift (Part 2), at realistic — not full-buildout — assumptions, over the full term.

Justification: Every fiscal claim at the hearing comes from a study the developer commissioned to its own specifications. A net figure — revenue after costs — is the only number that answers the only question that matters: does this make the community better or worse off? Boosters cite gross revenue; the gap between gross and net is where the giveaway hides.

Benchmark: Good Jobs First and Brookings both call for independent net analysis; the NAACP CBA template requires developer-funded independent studies controlled by the community.

Demand 2 — No blank-check abatement; scale any incentive to verified net benefit

The ask: Default to full taxation. Grant abatements only where the Demand 1 study shows a positive net benefit, capped at the minimum needed, with a defined dollar ceiling and a per-job and per-dollar-of-net-benefit disclosure attached to the public vote.

Justification: The cost-per-job figures (§5.2) are what happens when incentives are granted by reflex rather than analysis. Brookings's 2% finding (§5.3) shows most hyperscale abatements aren't even decisive. Good Jobs First's first-listed reform is the bluntest: eliminate data center tax abatements entirely. Short of that, every dollar abated should be a dollar the study proves is necessary.

Benchmark: Good Jobs First model reforms (2025); the Virginia/Georgia/Ohio rollbacks now underway; Georgia's anti-stacking statute.

Demand 3 — Performance-based clawbacks, tied to investment and operating years

The ask: Every incentive is contingent on verified milestones — capital invested, facility operating, years in service — with automatic, retroactive recoupment of abated taxes if the project underdelivers, downsizes, or leaves early. Tie clawbacks to investment and longevity, not headcount.

Justification: Incentives are awarded on promises; clawbacks are what make the promises real. States already do this — Nevada cancels and recoups when thresholds aren't met (Nevada GOED). The JPMorgan facility that promised 5 jobs and the data center that delivered a fraction of projections (§5.2) are why "trust us" is not a term. Tie to jobs and you reward the weakest metric; tie to investment and operating years and you protect the tax base that actually matters.

Benchmark: Nevada's statutory clawback; Good Jobs First's required clawback provisions in every recipient MOU.

Demand 4 — No incentive stacking; condition state breaks on local consent

The ask: Prohibit a facility from combining the state sales-tax exemption with local property abatements, utility rate preferences, and other credits; and condition any state exemption on approval by every affected local government.

Justification: Stacking is how the headline incentive multiplies into the real giveaway, and how state officials end up handing away local revenue the locality never voted on (NY Focus quotes a reform advocate: giving local IDAs power over state sales tax "doesn't make a lot of sense"). Conditioning state breaks on local consent puts the decision where the impact lands.

Benchmark: Georgia's law barring exemption-claimers from other incentives; Connecticut's bill requiring municipal notification and local approval (Good Jobs First).

Demand 5 — Tax the equipment; protect the renewing base

The ask: Resist exemptions on computer and electrical equipment. Where equipment is the abated item, ensure the abatement sunsets so the renewing equipment base eventually returns to the rolls.

Justification: Equipment refreshed every 18–36 months is, in principle, a *renewing* tax base — the genuine fiscal upside of a data center. Exempt it (as the most common incentive does) and you've waived the one revenue stream that regenerates. The obsolescence trap (§5.4) cuts both ways: short hardware life is a liability if you abate the equipment and an asset if you tax it.

Benchmark: The contrast between sales-tax-exemption states (equipment untaxed) and property-tax jurisdictions that assess equipment; Ohio's exemption-through-2055 as the cautionary case.

Demand 6 — Full public disclosure of every incentive

The ask: All incentives, the signed MOU/agreement, and the net-fiscal study posted on a public webpage before the vote; no NDA may conceal the value or terms of public subsidies.

Justification: Subsidies are public money; concealing them behind the NDAs and trade-secret claims documented in Parts 1 and 4 is indefensible when the public is the one paying. Disclosure is also the only way clawbacks and net-benefit caps can be enforced — you can't audit what you can't see.

Benchmark: Good Jobs First's public-posting requirement; the broader anti-NDA principle from Part 1, §1.5.

Demand 7 — A decommissioning bond and end-of-life security

The ask: A financial assurance instrument (surety bond, escrow, or letter of credit) sized to the realistic net cost of equipment removal, demolition or repurposing, and site restoration — with the amount periodically re-estimated, and the obligation surviving any change of ownership.

Justification: AI-driven obsolescence and consolidation are already stranding facilities (§5.4); a single-purpose LLC can dissolve and leave the community holding a specialized, hard-to-reuse shell (Taft Law). Telecom learned this with cell-tower decommissioning bonds, which now must follow the asset through ownership changes (United Casualty). Size the bond to *net* cost (crediting residual value of a convertible powered shell) so it's defensible, but require it.

Benchmark: Lake County, Indiana's data center decommissioning ordinance; the Chester/Montgomery County, Pennsylvania model ordinance guide (2026), which includes decommissioning and a CBA appendix; established telecom tower-decommissioning bonds.

Demand 8 — Sunset clauses and periodic review on every abatement

The ask: Any abatement carries a firm sunset date and a scheduled public review (e.g., every 5 years) testing actual performance against the projections that justified it, with authority to modify or terminate.

Justification: Open-ended exemptions like Amazon's through-2055 deal commit communities for decades on the basis of forecasts that were never revisited. The whole 2026 reform wave exists because programs granted in the 2010s were never reviewed against results. Build the review in from the start.

Benchmark: The state-level reviews now driving rollbacks in Virginia, Ohio, Georgia, Indiana, and Illinois.

Demand 9 — Full recovery of public-service costs

The ask: The facility funds its marginal demand on public services — road wear from construction and operations, water/sewer capacity (Part 3), and specialized fire/EMS capability for high-voltage electrical and lithium-battery fires — quantified in the Demand 1 study and recovered through fees, the PILOT, or direct contribution.

Justification: Data centers impose unusual emergency-service costs (battery-storage and electrical fires require specialized response) that small jurisdictions rarely budget for. If these costs aren't recovered, they're a hidden subsidy on top of the visible one, paid by every other taxpayer.

Benchmark: Standard municipal cost-of-service analysis; the fire/EMS capability gap documented in rural data center host communities.

Demand 10 — A community benefit contribution commensurate with impact

The ask: Direct payments to a community fund or to schools and services, with governance defined, scaled to the burden the facility imposes — and, in already-overburdened communities (Part 4), commensurate with the elevated risk being accepted.

Justification: Where a facility nets positive, the community that hosts the impact should share the upside through a defined, governed mechanism — not vague "good neighbor" gestures. Meta's $4.5 million to Newton-area schools and nonprofits (Part 3) shows such payments happen; the demand is to make them contractual, governed, and proportional rather than discretionary PR.

Benchmark: West Des Moines/Microsoft revenue structures; the NAACP CBA template's community-fund governance provisions.

Demand 11 — Anti-shell-LLC: parental guarantee on all fiscal obligations

The ask: Where the applicant is a single-purpose entity, a guarantee from the creditworthy ultimate parent backing every fiscal obligation — clawbacks, the decommissioning bond, service-cost recovery, and PILOT payments.

Justification: This is Part 2's collateral principle applied to the fiscal annex. Clawbacks and bonds are worthless against an LLC that can dissolve; the parent guarantee ensures the entity that captured the benefit stands behind the obligations. The same shell structures that conceal water and energy use (Parts 1, 3, 4) also limit fiscal recourse.

Benchmark: Dominion's parental-guarantee option in its energy tariff (Part 2); standard practice in project finance.

Demand 12 — Standing, audit rights, and annual public true-up

The ask: The agreement names residents as third-party beneficiaries; the community has annual audit rights (developer-funded) to verify investment, employment, and payments against commitments; and an annual public true-up reconciles incentives received against benefits delivered, triggering clawbacks where they fall short.

Justification: Part 1's enforcement rule, in fiscal form: an incentive without verification is a gift. Self-reported compliance (the Memphis emissions model, Part 4) is no more trustworthy for tax benefits than for pollution. The annual true-up turns clawbacks from theoretical to automatic.

Benchmark: Good Jobs First's reporting-and-recapture framework; the NAACP template's independent-audit provisions.

5.7 Where each fight happens

Venue	What's decided there	Your tools
State legislature	Sales-tax exemptions, statewide programs, clawback law, anti-stacking	Support reform/rollback bills; oppose blank-check exemptions
State econ-dev agency / IDA	Exemption approvals, PILOTs, statutory clawbacks	Demands 3, 4, 6; condition approval on local consent
County / city board	Property abatements, PILOTs, CBA, decommissioning, service-cost recovery	Demands 1–2, 5, 7–12 as conditions of approval
Local assessor / finance	Assessment, equipment taxation, PILOT structure	Demands 5, 9; the net-fiscal model
Schools & emergency districts	Revenue floors, service-cost recovery	Demands 9, 10 — get them at the table

Sequencing: the net-fiscal study (Demand 1) must come *before* the incentive vote, not after — once an abatement is granted, the leverage to attach clawbacks, bonds, and disclosure is gone. And because incentives are often stacked across state and local venues, coordinate: a local board that grants nothing means little if the state hands over a sales-tax exemption the locality never reviewed.

5.8 The asks at a glance

#	Demand	Benchmark	Primary venue
1	Independent net-fiscal study	Good Jobs First; NAACP template	Board (pre-vote)
2	No blank-check abatement; scale to net benefit	GJF reforms; 2026 rollbacks	Board + legislature
3	Performance clawbacks (investment/years)	Nevada statutory clawback	Agency + agreement
4	No stacking; local consent for state breaks	Georgia anti-stacking; CT bill	Legislature + agency
5	Tax the equipment; protect renewing base	Property-tax vs exemption states	Assessor + agreement
6	Full public disclosure of incentives	GJF public-posting	All venues
7	Decommissioning bond (net cost)	Lake County IN; PA model ordinance	Board condition
8	Sunset + periodic review	2026 state program reviews	Board + legislature
9	Full public-service cost recovery	Cost-of-service analysis	Board + districts
10	Community benefit commensurate with impact	West Des Moines; NAACP template	Agreement
11	Parental guarantee on fiscal obligations	Dominion guarantee (Part 2)	Agreement
12	Standing + audit + annual true-up	GJF recapture framework	Agreement

5.9 References

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Incentive statutes, abatement terms, and state reform efforts are changing month to month in 2026. Verify your state's current program and your locality's authority before relying on any figure here.

06

PART SIX

Jobs & Economic Justice

Whether local people get the work — or watch it leave with the crews.

"Jobs" is the word that wins data center approvals — and the promise most often inflated, most rarely verified, and most easily captured by workers who live three states away. The work is real and well-paid; the question is whether your community gets it. This chapter separates the honest jobs story from the marketing, and lays out the twelve demands that turn a headline number into paychecks for local people.

6.0 The jobs question, honestly

Every data center proposal leads with jobs, and a handbook that simply waved the number away would be as dishonest as the brochures. The work is genuine: data center construction pays roughly **32% more** than other construction, and a completed electrician apprenticeship can clear **$106,000 a year** (The Agency Recruiting; InsideNoVA). These are real, life-changing wages.

But two failure modes turn that promise hollow, and this chapter is built around defeating both:

1. **Overcounting.** Temporary construction jobs get presented as permanent; rigorous estimates of the lasting employment effect are roughly *one-third* of what industry studies claim (Brookings, May 2026; Part 1). A community that prices an incentive on an inflated number (Part 5) overpays for jobs that never materialize.
2. **Leakage.** Even real jobs can be captured by traveling specialty crews and remote contractors, leaving the host community with the impacts and someone else with the paychecks. The single largest determinant of local benefit is not how many jobs exist but **how many go to local people** — and that is a contractual choice, not an accident.

The good news is that the national labor shortage hands communities unusual leverage. Operators cite workforce shortages as the top risk to expansion (JLL: 68% of operators), which means a community offering an organized local pipeline is giving the developer something it badly needs — and can demand real commitments in return.

6.1 The two job streams

A data center produces two completely different kinds of employment, and conflating them is the root of most jobs deception.

Construction jobs: many, brief, well-paid. A large hyperscale build employs **1,000–2,500 workers at peak**, for roughly **two to three years**. The pay is excellent — data center construction workers average about $81,800 versus $62,000 on other builds, and electricians in hot markets like Northern Virginia and Texas report $120,000–$280,000 (The Agency Recruiting; iRecruit). Electrical work alone is 45–70% of construction cost (IBEW). This is a genuine economic event — but a temporary one.

Operations jobs: few, permanent, specialized. Once built, the facility runs on a skeleton crew — typically **10–50 permanent staff** for a large site (Part 1). These last for decades, but there are very few of them.

FIGURE N

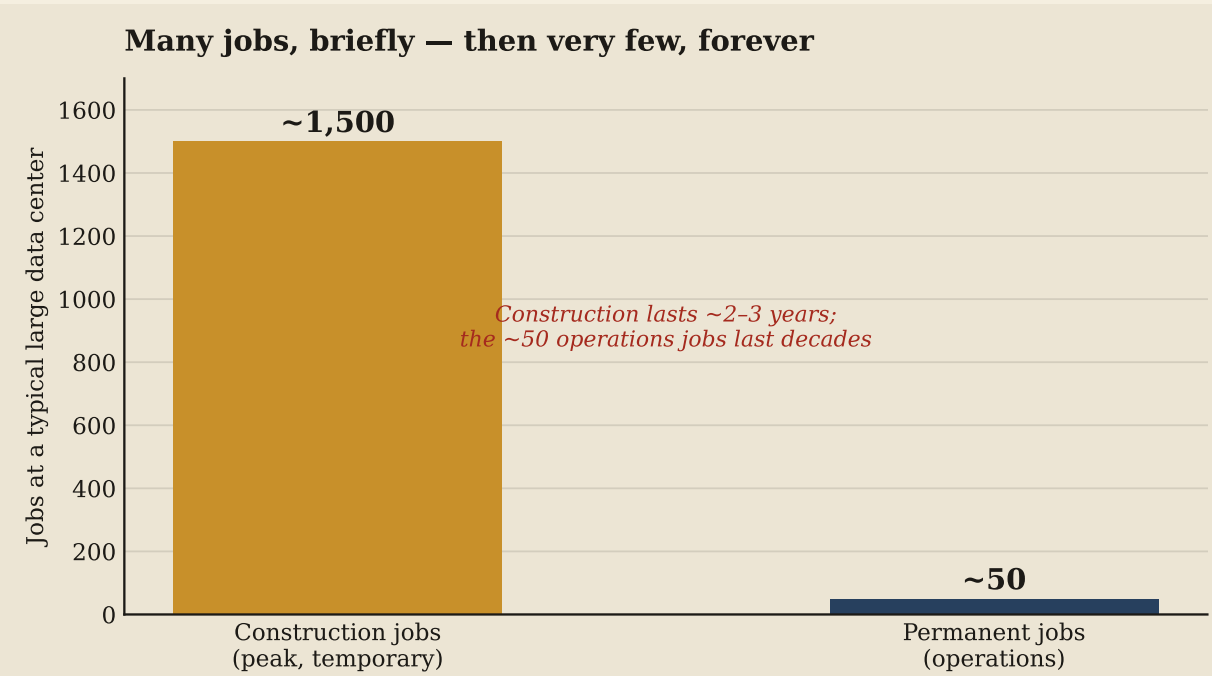

Chart N: A typical large data center employs roughly 1,500 construction workers at peak for two to three years, then about 50 permanent operations staff for the life of the facility.

Plotted over time, the asymmetry becomes a cliff: a multi-year construction spike, then a collapse to a thin permanent line that runs for the life of the facility.

FIGURE O

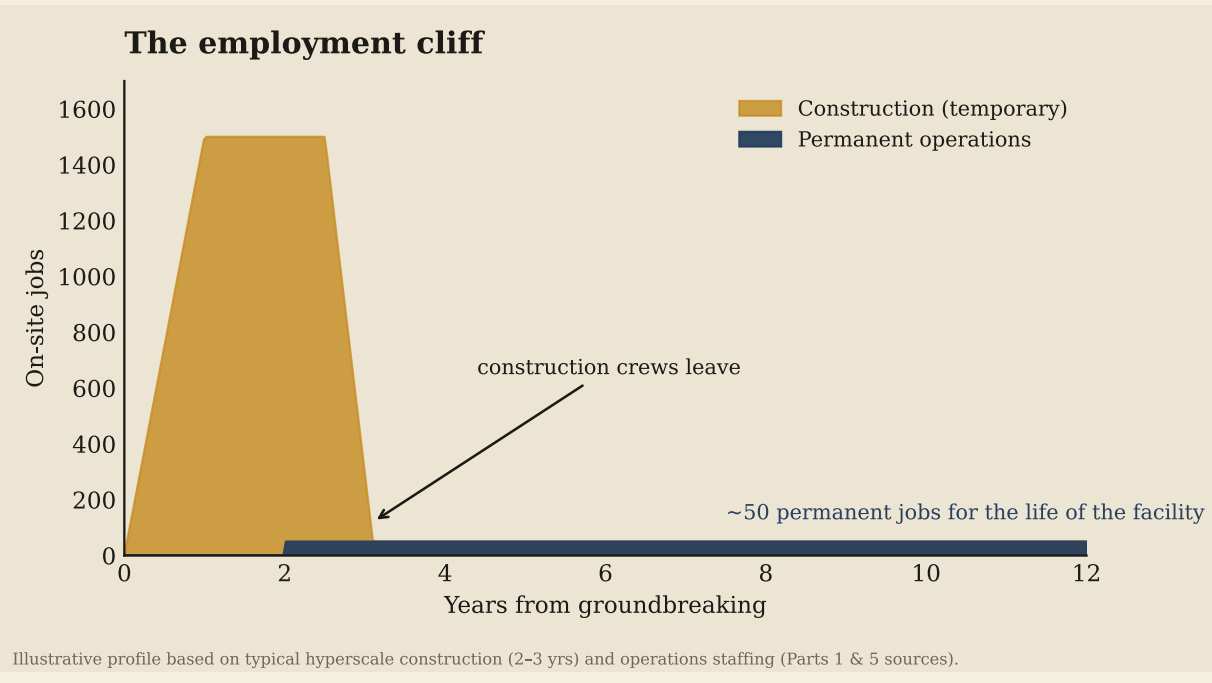

Chart O: On-site employment spikes to roughly 1,500 during the two-to-three-year construction period, then drops to about 50 permanent operations jobs that persist for the life of the facility.

Neither stream is bad. But they require completely different demands: construction jobs are protected by prevailing wage, project labor agreements, and local-hire targets (Demands 3–5); permanent jobs are protected by FTE commitments with clawbacks and quality floors (Demands 2, 8). A proposal that blurs the two is hiding the cliff.

6.2 The honest-accounting problem

The most common jobs deception is arithmetic: counting the construction spike as if it were permanent employment, or citing "job-years" and "supported jobs" that quietly fold in temporary and indirect figures.

The rigorous corrective is the Brookings 2026 synthetic-control study (Part 1): counties receiving their first large data center see total private employment rise **4–5% over five to six years**, with wages up 3–4% — but **naive estimates overstate the effect by a factor of three**, because data center counties were already growing faster than their peers before the facility arrived. Industry-sponsored impact studies use exactly that naive method.

This connects directly to Part 5's cost-per-job math. When the jobs number is inflated threefold and the incentive is priced against it, the community overpays threefold. The defense is definitional: require that construction and permanent jobs be reported as **separate, clearly defined quantities** — construction in job-months at peak and total, permanent in full-time-equivalents at full buildout — with no "supported," "induced," or "job-year" figures substituted for headcount in any public document (Demand 1). Honest accounting is not hostile to the project; it simply prices the deal correctly.

6.3 Who actually gets the jobs

A real job in your county that goes to a worker from another state is, for your community, not a benefit — it's traffic. Specialty trades on compressed data center timelines are routinely staffed by traveling crews unless an agreement requires otherwise. The wages are the prize worth fighting to keep local.

FIGURE P

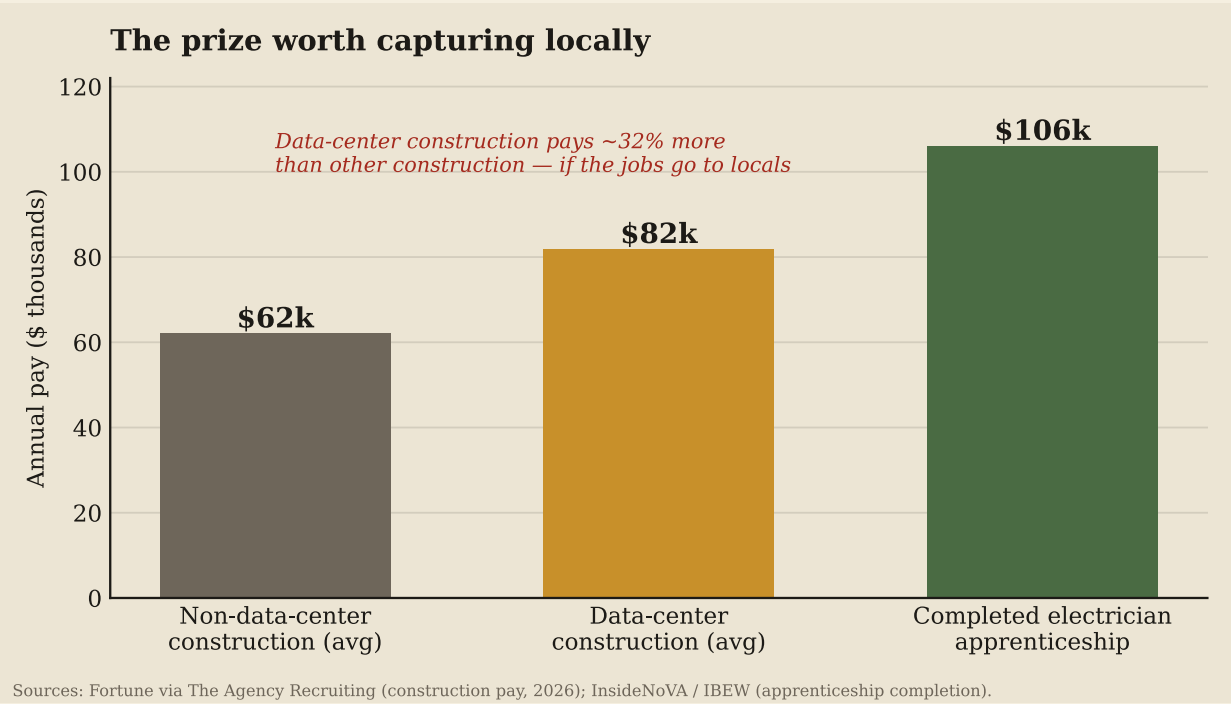

Chart P: Data center construction pays about 32% more than other construction ($81,800 vs $62,000), and a completed electrician apprenticeship reaches roughly $106,000 — wages worth capturing for local workers.

Two facts make local capture achievable rather than aspirational:

The shortage is real and structural. The industry needs up to **499,000 additional construction workers in 2026**, with 41% of the current workforce retiring by 2031, and the U.S. needs roughly 300,000 new electricians this decade on top of 200,000 retirements (iRecruit; IBEW). Operators are desperate for labor — which is precisely why a community that builds a pipeline holds leverage.

The pipeline model is proven. In Prince William County, IBEW Local 26's registered apprenticeship has put nearly 1,000 members onto data center projects, and the DMV-area electricians' union doubled its membership to 14,700 between 2018 and early 2026 to meet demand — apprentices starting around $26/hour and reaching $106,000 on completion (InsideNoVA). Registered apprentices nationally start near $77,000 and are retained by their sponsor 93% of the time (DOL via Data Center Geeks). The mechanism for turning the construction spike into local careers already exists; the community's job is to require its use (Demands 4–6).

6.4 The pipeline that works

The successful models share a structure communities can demand and replicate:

Registered apprenticeship and PLAs. A project labor agreement requires all contractors — union and non-union — to pay prevailing wage, hire locally, fund training, and support apprenticeship, with dispute resolution and no-strike terms that also protect the developer's schedule (Metropolitan Water District PLA). Prevailing-wage law (Davis-Bacon federally; state "little Davis-Bacon" acts) prevents contractors from underbidding by cutting local wages, with debarment for violators (DOL).

Community-college academies. The operators themselves have built the template: Microsoft's Datacenter Academy spans 50+ community colleges across 15+ states; AWS partners with Columbus State Community College (with scholarships) and Per Scholas; Google's Data Center Academy and STAR skilled-trades pathway operate across Virginia and Ohio; Oracle runs apprenticeships through its Columbus campus. Google's Lithia Springs, Georgia site has hired directly from Chattahoochee Technical College for over a decade (Data Center Geeks; Columbus State; Google). These are not favors — they are workforce pipelines the operators need. A community should require that the academy be built *with local institutions, for local residents*, not imported.

Pre-apprenticeship and first-source hiring. The gap between a displaced or entry-level local worker and an apprenticeship slot is bridged by pre-apprenticeship programs and "first-source" hiring agreements that route openings to local job centers first (New America; DOL career pathways). This is where economic-justice goals become concrete.

6.5 Economic justice: capturing the benefit where the burden lands

The communities asked to host data center impacts — and disproportionately, as Part 4 showed, lower-income and minority communities — should be the communities that capture the jobs. Three mechanisms:

Targeted hiring. Local-hire targets sharpened with priority for residents of the most affected neighborhoods, returning citizens, veterans, and workers from disadvantaged backgrounds — backed by the pre-apprenticeship pipeline that makes the targets reachable.

Local business and supply chain. Construction spends hundreds of millions; a local-business utilization target (a share of contracts to local small, minority-, and women-owned firms) keeps that spending in the community. Community-benefit programs elsewhere track exactly this — work awarded to local small and medium enterprises, apprenticeship weeks, training hours — as auditable metrics (Fife CB case study).

Benefit commensurate with burden. Where a facility sits in an already-overburdened community (Part 4) or receives public subsidy (Part 5), the workforce commitments should be proportionally stronger — because the community is accepting more and should receive more. This is the jobs expression of the equity principle that runs through the whole handbook.

6.6 The demands: what to ask for, and why

Same format: **the ask**, the **justification**, the **benchmark**.

Demand 1 — Honest, separated job accounting

The ask: All public materials report construction and permanent jobs as distinct, defined quantities — construction as peak and total job-months, permanent as full-time-equivalents at full buildout — with no "supported," "induced," or "job-year" figures substituted for actual headcount, and all definitions written into the agreement.

Justification: Conflating temporary construction with permanent operations is the foundational jobs deception, and it directly inflates the cost-per-job math that prices incentives (Part 5). Brookings found industry methods overstate employment effects threefold. Honest definitions don't kill the project; they price it correctly.

Benchmark: The Brookings synthetic-control methodology as the standard for honest estimation; Good Jobs First's insistence on verified job definitions in subsidy MOUs.

Demand 2 — A permanent FTE commitment with clawbacks

The ask: A binding minimum permanent full-time-equivalent count at full buildout, with wage and benefit floors, and automatic recoupment of incentives if the facility underdelivers — tied to the Part 5 clawback structure.

Justification: Permanent jobs are few, so each promised one should be guaranteed. The JPMorgan facility that promised 5 jobs, and data centers that delivered fractions of projections (Part 5), are why "trust us" is not a commitment. A number without a clawback is a wish.

Benchmark: Nevada's statutory clawback tied to job thresholds; Good Jobs First's required clawback provisions.

Demand 3 — Local-hire targets for construction and operations

The ask: Percentage local-hire targets for both construction (by trade) and permanent positions, defined by a real labor-market radius, with a good-faith implementation plan, first-source referral to local job centers, and verification by residency — not just a vague "we'll prioritize locals."

Justification: A job that goes to an out-of-state traveling crew is not a local benefit. Local capture is a contractual choice; the labor shortage gives communities the leverage to require it. Without residency verification, "local hiring" is unmeasurable and therefore unenforceable.

Benchmark: PLA local-hire requirements (Metropolitan Water District); first-source hiring agreements routing openings to local one-stops (New America/DOL).

Demand 4 — Prevailing wage and a project labor agreement

The ask: Prevailing-wage requirements on all construction, and a project labor agreement covering the build — requiring local hire, training, apprenticeship, dispute resolution, and no-strike terms.

Justification: Prevailing wage prevents contractors from underbidding by cutting local pay and importing cheaper crews (DOL); a PLA bundles wage, local-hire, training, and apprenticeship protections while *also* giving the developer schedule certainty through no-strike and dispute-resolution clauses — a genuine mutual benefit on the compressed timelines data centers run.

Benchmark: Davis-Bacon and state "little Davis-Bacon" acts; the Metropolitan Water District PLA model (prevailing wage + local hire + apprenticeship + dispute resolution).

Demand 5 — Registered-apprenticeship utilization

The ask: A minimum share of construction hours performed by registered apprentices, with defined apprentice-to-journeyworker ratios and sponsorship commitments that outlast the single project.

Justification: Apprenticeship is the mechanism that converts a temporary construction spike into permanent local careers — IBEW Local 26 put ~1,000 members onto data center work this way, with apprentices reaching $106,000 on completion and 93% retained nationally (InsideNoVA; DOL). Apprentice utilization requirements ensure the build trains the next generation of local tradespeople, not just out-of-town veterans.

Benchmark: IBEW Local 26 / Prince William County; registered DOL apprenticeship standards; PLA apprenticeship clauses.

Demand 6 — Fund a local workforce pipeline

The ask: Developer funding for a workforce-training pipeline built *with local institutions for local residents* — a community-college data center academy, pre-apprenticeship programs, and scholarships — with enrollment and placement targets, not a one-time donation.

Justification: The operators have already proven this model works (Microsoft Datacenter Academy across 50+ colleges; AWS/Columbus State; Google STAR; Lithia Springs hiring from Chattahoochee Technical College). The demand is simply that the pipeline be local and durable rather than imported or symbolic — turning the developer's own workforce need into a community asset.

Benchmark: Microsoft Datacenter Academy; AWS–Columbus State; Google Data Center Academy/STAR; Oracle Pathways.

Demand 7 — Targeted and equitable hiring

The ask: Within the local-hire targets, priority for residents of the most affected neighborhoods, returning citizens, veterans, and workers from disadvantaged backgrounds, supported by pre-apprenticeship on-ramps and removal of unnecessary barriers (e.g., overbroad background screens).

Justification: The communities that bear the impacts — disproportionately lower-income and minority (Part 4) — should capture the jobs. Targets without on-ramps are empty; pre-apprenticeship is what makes equitable hiring reachable rather than rhetorical.

Benchmark: DOL career-pathway models; first-source and targeted-hire provisions in major-project community-benefit agreements.

Demand 8 — Job-quality floors and anti-evasion

The ask: Wage and benefit floors for permanent positions; full-time, directly-employed status for core operations roles; safety standards; and prohibition on misclassifying or contracting-out permanent jobs to evade the FTE commitment and quality floors.

Justification: A permanent-jobs commitment is meaningless if the jobs are subcontracted, part-time, or stripped of benefits. Quality floors and anti-evasion language ensure the few permanent jobs are good ones — and that the headcount commitment can't be gamed through outsourcing.

Benchmark: Prevailing-compensation standards; community-benefit job-quality provisions.

Demand 9 — Local business and supply-chain utilization

The ask: Targets for the share of construction and operations contracts awarded to local small, minority-, women-, and veteran-owned businesses, with reporting on dollars awarded.

Justification: Construction spends hundreds of millions; keeping a defined share in local firms multiplies the community benefit well beyond direct wages. Community-benefit programs routinely track local-SME contract value as an auditable metric (Fife CB case study).

Benchmark: Local-business utilization targets in public-works community-benefit agreements.

Demand 10 — Transparent workforce reporting and audit

The ask: Annual public reporting of actual hires by residency, trade, wage, apprenticeship status, demographic category, and local-business contract dollars — with community audit rights at developer expense.

Justification: Every target in this chapter is unenforceable without verified data. Self-reported, unaudited numbers are the workforce equivalent of the self-reported emissions in Part 4 — not oversight. Public reporting also lets the community course-correct mid-build rather than discovering shortfalls after completion.

Benchmark: Good Jobs First's reporting framework; the auditable community-benefit metrics in established CBA reporting.

Demand 11 — No public subsidy without enforceable job conditions

The ask: Any incentive (Part 5) is contingent on the workforce commitments in this chapter — local-hire, wage, apprenticeship, and FTE targets — with the same clawbacks attached.

Justification: This is the hinge between Parts 5 and 6: subsidies are justified publicly *by jobs*, so the jobs must be guaranteed in exchange for the money. Granting incentives on the promise of employment, with no enforceable condition, is how communities end up at $1–6 million per job (Part 5).

Benchmark: Good Jobs First model subsidy reforms conditioning exemptions on jobs, wages, benefits, and clawbacks.

Demand 12 — Standing, a workforce board, and shortfall remedies

The ask: Residents named as third-party beneficiaries of the workforce commitments; a standing labor/workforce oversight board (with local trades, educators, and community representatives) meeting at least annually; and defined remedies — fees, clawbacks, or accelerated local-hire obligations — for missed targets.

Justification: Part 1's enforcement rule, applied to jobs: targets without teeth are press releases. A standing board converts a one-time promise into ongoing accountability and gives the community a seat at the table for the life of the project.

Benchmark: Community-workforce-agreement oversight boards; the NAACP CBA template's community-oversight provisions.

6.7 Where each fight happens

Venue	What's decided there	Your tools
City / county board (zoning, CUP, CBA)	Local-hire, apprenticeship, training, business targets, FTE commitment	Demands 1–3, 5–10, 12 as conditions of approval
State econ-dev agency / IDA	Incentive-linked job and wage conditions, clawbacks	Demands 2, 11
Labor / contracting (PLA negotiation)	Prevailing wage, PLA terms, apprenticeship ratios	Demands 4, 5 — bring the building trades to the table
Community college / workforce board	Training academy, pre-apprenticeship, first-source hiring	Demand 6, 7
State legislature	Prevailing-wage law, apprenticeship standards, subsidy-job conditions	Support wage and disclosure law

Sequencing: workforce terms must be set *before* approval and *before* incentives are granted — once the rezoning passes and the abatement is signed, the developer has no reason to accept local-hire or apprenticeship conditions. Bring the building trades and the community college into the negotiation from the start; they are allies with both expertise and leverage.

6.8 The asks at a glance

#	Demand	Benchmark	Primary venue
1	Honest, separated job accounting	Brookings methodology; GJF	Board (pre-vote)
2	Permanent FTE commitment + clawbacks	Nevada clawback; GJF	Agency + agreement
3	Local-hire targets (construction + ops)	PLA local hire; first-source	Board + PLA
4	Prevailing wage + project labor agreement	Davis-Bacon; MWD PLA	PLA + agreement
5	Registered-apprenticeship utilization	IBEW Local 26; DOL standards	PLA + agreement
6	Fund a local workforce pipeline	Microsoft/AWS/Google academies	College + agreement
7	Targeted and equitable hiring	DOL pathways; CBA targeted hire	Board + workforce board
8	Job-quality floors + anti-evasion	Prevailing compensation; CBA quality terms	Agreement
9	Local business / supply-chain targets	Public-works LBE targets	Agreement
10	Transparent reporting + audit	GJF reporting; CBA metrics	Agreement
11	No subsidy without job conditions	GJF subsidy reforms	Agency + legislature
12	Standing + workforce board + remedies	NAACP template; CWA boards	Agreement

6.9 References

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Construction labor, wages, and shortage - The Agency Recruiting, "2026 Construction Pay Trends: Data Center Wage Growth" (32% premium; $81,800 vs $62,000; electrician $140k–$280k). https://www.theagencyrecruiting.com/insights/2026-construction-pay-growth - iRecruit, "Data Center Construction Labor Report" (up to 499,000 workers needed 2026; 41% retiring by 2031; DMV union doubling to 14,700). https://www.irecruit.co/insights/data-center-construction-labor-market-report - The Birm Group, "Data Center Construction Hiring 2026" (compressed timelines; specialized-role pressure). https://thebirmgroup.com/data-center-construction-boom-2026/ - International Brotherhood of Electrical Workers (electrical = 45–70% of construction cost; electrician demand), via The Agency Recruiting (above).

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Community-benefit metrics - Fife Council, "Community Benefits Summary / Case Study" (auditable CB metrics: local SME contract value, apprenticeship weeks, training hours). https://www.fife.gov.uk/__data/assets/pdf_file/0034/648592/CB-Case-Study.pdf

Wage figures, shortage projections, and program rosters change quickly. Verify current prevailing-wage determinations for your locality and the apprenticeship programs active in your region before relying on figures here.

07

PART SEVEN

Enforcement

The machinery that turns every promise into a binding obligation.

Every demand in the first six chapters is worthless without this one. A community can win a 45-decibel noise limit, a hard water cap, a clawback, and a local-hire target — and get none of them, if the agreement can't be monitored, can't be enforced, and carries no consequence for breach. This chapter is the machinery that turns the other six into binding obligations: the language that makes a promise a contract, the people who watch, and the remedies that bite.

7.0 Why this is the chapter that matters most

The pattern is depressingly common: a community celebrates a "$20 million community benefits agreement," the developer cuts a ribbon, and three years later the noise exceeds the limit, the jobs never materialized, and residents discover they have no standing to do anything about it. Lancaster, Pennsylvania's much-publicized data center agreement drew exactly this critique — it limited residents' ability to sue over the quality-of-life issues that mattered most to them (Part 1).

The lesson runs through this entire handbook: **benefits without teeth are public relations.** A commitment becomes real only when three things are true at once:

1. **Binding language** — it's a contract, not a press release or an MOU.
2. **Independent monitoring** — someone the developer doesn't control measures compliance.
3. **A real remedy** — breach triggers a consequence the developer will pay to avoid.

Miss any one and the other two collapse: a binding contract no one monitors is unenforced; perfect monitoring with no remedy is a spectator sport; a remedy with no standing to invoke it is theater. This chapter builds all three, then arms them with the standing, funding, and durability that let a community actually use them — for the decades the facility will operate.

A note on leverage and timing that governs everything below: **all of this must be secured before approval.** Once the rezoning passes and the incentives are signed (Parts 5–6), the developer has no reason to accept monitoring, penalties, or standing it could have avoided. Enforcement is not a clause you add at the end — it is the spine you build the agreement around from the first draft.

7.1 The enforceability ladder

Not all "agreements" are equal. Commitments live on a ladder from worthless to self-executing, and a community's first job is to know which rung it's standing on.

FIGURE Q

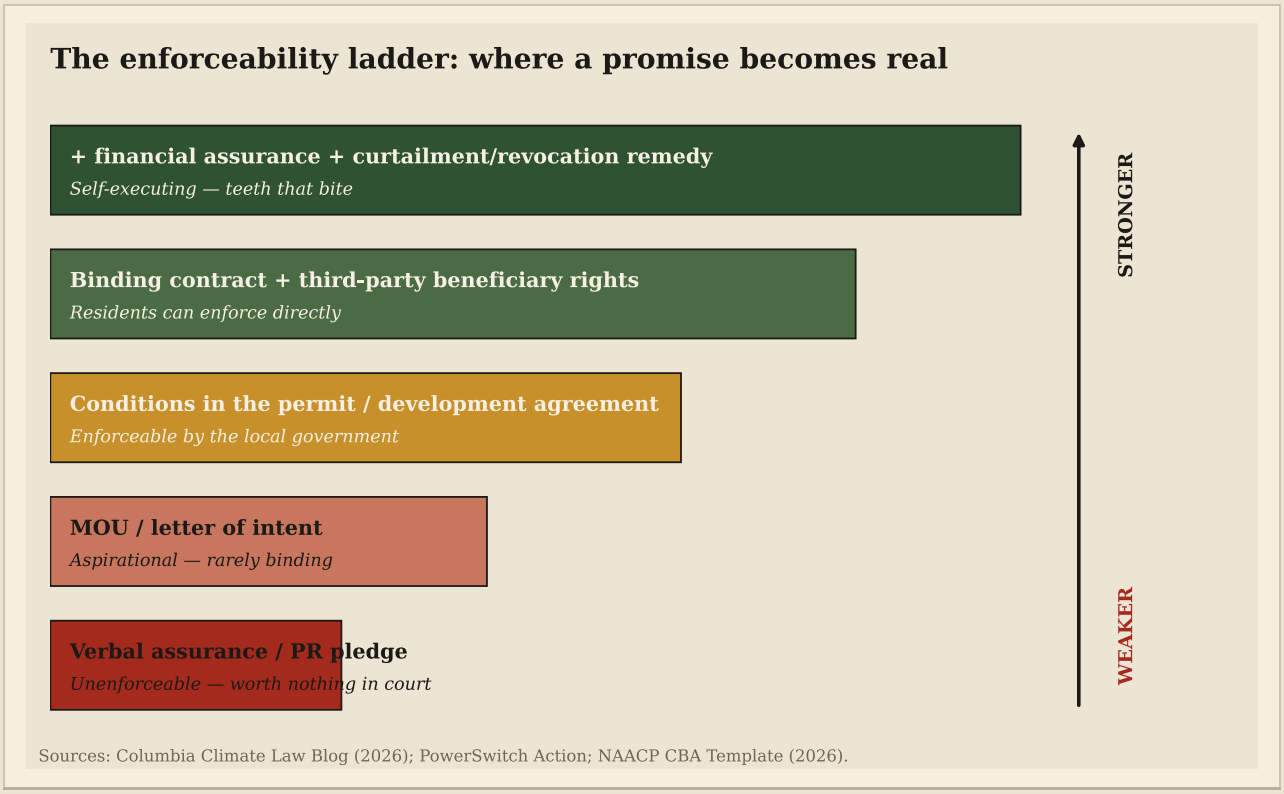

Figure Q: The enforceability ladder rises from verbal assurances and MOUs (unenforceable or aspirational), to permit conditions (enforceable by local government), to binding contracts with third-party beneficiary rights (residents can enforce directly), to agreements backed by financial assurance and curtailment or revocation remedies (self-executing).

- **Verbal assurances and PR pledges** ("we'll be a good neighbor," "water positive by 2030") are worth nothing in a dispute. The White House ratepayer pledge (Part 2) is exactly this tier — a voluntary commitment with no legal enforcement method (Part 2).
- **MOUs and letters of intent** feel official but are usually aspirational and rarely binding.
- **Conditions written into the permit or development agreement** are genuinely enforceable — by the *local government*. This is a real rung: incorporating community-benefit terms into the development agreement or lease gives the municipality the power to enforce them (PowerSwitch Action).
- **A binding contract with third-party beneficiary rights** adds the crucial layer: *residents themselves* can enforce, not just officials who may lack the will or budget (see §7.3).
- **The top rung** adds financial assurance (so the money to fix a breach already exists) and curtailment or revocation remedies (so the ultimate consequence is the facility stops operating). At this rung the agreement is self-executing.

A community benefits agreement, done properly, is a legally binding contract between the developer and the host government and/or a community coalition: the developer provides specified benefits, and in return the community agrees to support or not oppose the project (Columbia Climate Law Blog, 2026). The goal of this chapter is to get every demand from Parts 2–6 onto the top two rungs.

7.2 Binding language: contract, not MOU

The threshold question for every commitment is whether it is legally binding. The tests:

- **It's a contract or a permit condition**, executed with consideration (the community's non-opposition is the consideration), not a side letter or a "framework."
- **Terms are specific and measurable** — a number, a date, a defined standard — not "best efforts" or "where feasible." Clear terms, penalties, and timelines are what make a CBA enforceable; vague aspirations are what make it decorative (We Build Progress; Clean Energy Transition).
- **It's incorporated where a court can reach it.** The strongest structure attaches the community-benefit commitments as a binding exhibit to the development agreement or lease, so they carry the same force as every other term the local government can enforce (PowerSwitch Action).
- **A non-waiver clause** ensures that the community's failure to enforce one breach doesn't forfeit the right to enforce the next — a standard but essential protection the NAACP template includes explicitly.

The single most consequential drafting choice is to avoid the MOU trap. Developers often propose an MOU precisely because it *looks* like a commitment while remaining, legally, a wish. If a developer resists converting an MOU into binding contract language, that resistance is itself the answer about how seriously it intends to keep the promise.

7.3 Standing: who can actually enforce

A binding contract is only as good as the parties willing to enforce it. If the only enforcer is a local government — one that wanted the project, may fear the developer leaving, and has limited legal budget — enforcement can quietly lapse. Two mechanisms fix this:

Third-party beneficiary rights. The community coalition and individual residents are named in the contract as third-party beneficiaries, giving them independent legal standing to sue for breach even though they didn't sign as principals. This is the mechanism that has made landmark CBAs real: the Los Angeles agreements of the early 2000s made community benefit commitments "explicitly enforceable by the Coalition under the legal status of a designated third-party beneficiary" (PowerSwitch Action). Without it, residents are spectators to their own agreement.

Preserved right to sue — no waiver. The agreement must explicitly *not* waive residents' rights to pursue nuisance, Clean Air Act citizen suits (Part 4), or other claims. This is the precise failure of weak agreements: Lancaster's limited residents' ability to sue over noise. The NAACP template goes the other way, preserving litigation and injunctive relief and providing that arbitration "shall not preclude injunctive relief where necessary to prevent ongoing or irreparable harm."

Two structural cautions from earlier chapters apply directly. First, know your counterparty: a contract is only as collectible as the entity that signs it, so the shell-LLC problem (Parts 1, 5) means standing must run against a creditworthy parent via guarantee (Part 5, Demand 11). Second, local authority to enter CBAs varies by state, and some states limit them (Part 1) — where that's true, lean on permit conditions and the utility/water-service agreements, which rest on independent municipal authority.

7.4 Monitoring: you can't enforce what you don't measure

Every standard in this handbook implies a measurement, and the recurring failure mode is **self-reporting**. The Memphis turbines kept their own emissions records (Part 4); data center water use is concealed as trade secret (Part 3); job numbers are reported by the people who promised them (Part 6). Self-reported compliance is not oversight — it is the fox auditing the henhouse.

The fix is independent, funded, public monitoring:

- **Independent.** Monitors and technical experts are selected by the community (or a neutral process), not the developer.
- **Developer-funded.** The cost of monitoring, audits, and the community's technical and legal experts is borne by the developer and not offset against other community benefits — exactly as the NAACP template requires. This neutralizes the power and resource imbalance that otherwise guarantees the community loses on the technical merits.
- **Continuous and public.** Fenceline air monitors (Part 4), water meters (Part 3), and annual workforce and fiscal reports (Parts 5–6) report on a public schedule, so the community can detect drift mid-stream rather than discovering it years later.
- **Protected.** An anti-retaliation clause shields any resident, worker, or organization that participates in good-faith monitoring or reporting — another NAACP template provision, and a necessary one where the developer is the region's largest employer or taxpayer.

Monitoring is also where a **community advisory board** earns its place (§7.6): a standing body that receives the data, interprets the standards, and is the first venue for resolving compliance questions before they become disputes.

7.5 The remedy ladder: every standard needs a consequence

A standard with no consequence for breach is a suggestion. Effective agreements pair each obligation with a graduated set of remedies that escalate until compliance returns.

FIGURE R

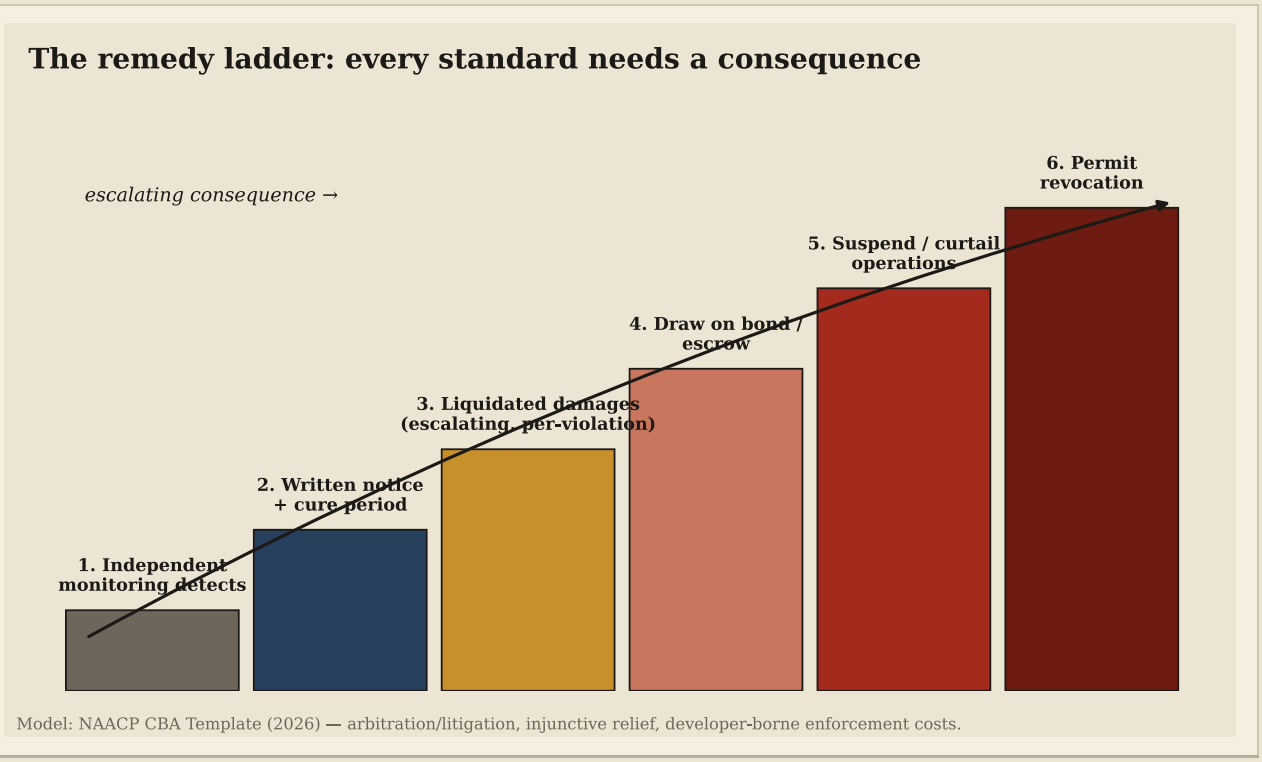

Figure R: The remedy ladder escalates from independent monitoring detecting a violation, to written notice with a cure period, to escalating per-violation liquidated damages, to drawing on the bond or escrow, to suspension or curtailment of operations, to permit revocation.

- **Notice and cure.** A defined window to fix a violation — fair, and it filters honest mistakes from willful breach.
- **Liquidated damages.** Pre-agreed, escalating, per-violation penalties, so the community needn't prove damages from scratch each time and the developer faces rising cost for repeated breach.
- **Draw on financial assurance.** The bond or escrow (Parts 3, 5) means the money to remediate — or to make the community whole — already exists and doesn't depend on the developer's cooperation or solvency.
- **Curtailment or suspension.** For persistent or serious breach, the facility's operations are curtailed — the water-side and energy-side analogue to the curtailment capability the facility already has (Parts 2–3), now pointed at compliance.
- **Permit revocation.** The ultimate remedy, available for the gravest or most persistent violations.

Two features make the ladder usable rather than ornamental. **Injunctive relief must remain available** — the power to make the facility *stop* doing the harmful thing, not merely pay for it, which the NAACP template preserves even alongside arbitration. And **dispute resolution should be specified** — binding arbitration or litigation — with the developer bearing enforcement and arbitration costs so the community is not priced out of its own remedies.

7.6 The community advisory board and ongoing accountability

A CBA is not finished when it's signed — ongoing communication and enforcement are what ensure the promised benefits actually arrive (Clean Energy Transition). The institution that carries that responsibility is a standing **Community Advisory Board** (**CAB**):

- **Composition** that reflects the affected community — residents, the building trades and workforce partners (Part 6), environmental and public-health representatives, and the most-impacted neighborhoods (Part 4).
- **A defined role**: receiving monitoring data, interpreting the agreement's standards, serving as the first forum for compliance questions, and triggering the remedy ladder when needed — the interpretation, compliance-monitoring, and good-faith-resolution function the NAACP template assigns its CAB.
- **Funding for capacity**: developer-provided support for the legal and technical assistance the board needs to engage as an equal, not an underbriefed volunteer panel.
- **A regular cadence** — at least quarterly for active facilities — and public reporting, so accountability is continuous across the decades the facility operates.

The board is what converts a one-time negotiation into a standing relationship with teeth. It is also where the whole handbook's enforcement architecture lives day to day: the meters report to it, the standards are interpreted by it, and the remedy ladder is climbed through it.

7.7 Weak vs. strong: the difference in one view

The gap between an agreement that protects a community and one that merely reassures it comes down to a checklist of enforcement features. A weak agreement may be "binding" in name while missing every mechanism that makes binding meaningful; a strong agreement carries all of them.

FIGURE S

Figure S: A weak "Lancaster-style" agreement may be a binding contract in name but lacks third-party beneficiary rights, independent monitoring, public reporting, liquidated damages, financial assurance, an advisory board, a preserved right to sue, developer-funded enforcement, and curtailment remedies — all of which a strong agreement includes.

This figure is, in effect, the chapter's checklist — and a community can hold any proposed agreement up against it. Every ✗ in the left column is a place a developer's "commitment" can quietly fail. The demands in §7.8 turn every box green.

7.8 The demands: what to ask for, and why

Same format: **the ask**, the **justification**, the **benchmark**.

Demand 1 — Binding contract, not an MOU

The ask: Every commitment from Parts 2–6 is captured in a legally binding contract or permit condition — executed with consideration, with specific and measurable terms (numbers, dates, defined standards), and a non-waiver clause. No MOUs, letters of intent, or "frameworks" substitute for binding language.

Justification: This is the floor on which everything else rests. An MOU looks like a commitment while remaining legally a wish; developers propose them for exactly that reason. Vague "best efforts" terms are unenforceable even inside a binding document — clear terms, penalties, and timelines are what make a CBA real (We Build Progress; Clean Energy Transition).

Benchmark: Columbia Climate Law Blog's definition of a CBA as a legally binding contract; the NAACP template's specific-and-measurable obligations and non-waiver clause.

Demand 2 — Incorporate the agreement where a court can reach it

The ask: The community-benefit commitments are attached as a binding exhibit to the development agreement, lease, or permit, so they carry the same enforceability as every other term — and so the local government holds independent enforcement power alongside the community.

Justification: A free-floating "agreement" can be harder to enforce than terms embedded in the instrument that authorizes the project. Incorporation into the development agreement gives the municipality direct enforcement authority and ties the benefits to the entitlement itself (PowerSwitch Action).

Benchmark: The Los Angeles CBAs incorporated as binding attachments to development agreements (PowerSwitch Action).

Demand 3 — Third-party beneficiary rights for residents

The ask: The community coalition and individual residents are named as third-party beneficiaries with independent standing to enforce the agreement, even though they are not principal signatories.

Justification: If only the local government can enforce, enforcement depends on the will and budget of the body that wanted the project. Third-party beneficiary status is the mechanism that has made landmark CBAs genuinely enforceable by the community itself (PowerSwitch Action). Without it, residents are spectators to their own agreement.

Benchmark: The early-2000s Los Angeles CBAs, "explicitly enforceable by the Coalition under the legal status of a designated third-party beneficiary."

Demand 4 — Preserved right to sue; no waiver of claims

The ask: The agreement explicitly preserves residents' rights to pursue nuisance, citizen-suit (e.g., Clean Air Act), and other legal claims, and provides that any arbitration clause does not preclude injunctive relief to prevent ongoing or irreparable harm.

Justification: Weak agreements strip the right to sue — Lancaster's limited residents' ability to litigate the quality-of-life harms they cared about most (Part 1). The point of an agreement is to *add* protections, never to trade away the baseline legal rights residents already have. Injunctive relief — the power to make the harm stop — must survive.

Benchmark: The NAACP template's preservation of litigation and injunctive relief alongside arbitration; the Lancaster critique as the cautionary case.

Demand 5 — Independent, developer-funded, public monitoring

The ask: Compliance with every standard is verified by independent monitors and technical experts selected by the community (or a neutral process), funded by the developer (not offset against other benefits), reporting continuously and publicly, with an anti-retaliation clause protecting participants.

Justification: Self-reporting is not oversight — the Memphis self-kept emissions records (Part 4), trade-secret water concealment (Part 3), and developer-reported job counts (Part 6) all show why. Developer funding neutralizes the resource imbalance that otherwise guarantees the community loses on technical merits; anti-retaliation protects residents from a developer that may be the region's largest employer.

Benchmark: The NAACP template's developer-borne monitoring/audit/expert costs and anti-retaliation provisions; refinery-style fenceline monitoring (Part 4).

Demand 6 — A graduated remedy ladder with liquidated damages

The ask: Each obligation carries a defined remedy sequence: notice and cure, then escalating per-violation liquidated damages, then a draw on the financial assurance, then curtailment or suspension of operations, then permit revocation for the gravest or most persistent breaches.

Justification: A standard with no consequence is a suggestion. Pre-agreed liquidated damages spare the community from proving damages anew each time; escalation makes repeated breach progressively expensive; curtailment and revocation give the ultimate standards real force. The ladder filters honest mistakes (cured in the notice window) from willful breach.

Benchmark: Standard liquidated-damages and cure-period drafting; the NAACP template's tiered enforcement with arbitration/litigation and injunctive relief.

Demand 7 — Financial assurance behind the remedies

The ask: Bonds, escrows, or letters of credit (the decommissioning bond of Part 5, the collateral of Part 2, the well-protection fund of Part 3) are sized to their obligations and drawable by the community or government on defined breach — so the money to remediate already exists.

Justification: A remedy that depends on the developer voluntarily paying, or on its continued solvency, is no remedy against a shell LLC that can dissolve (Parts 1, 5). Pre-funded assurance makes the remedy self-executing and survives the operator's exit or bankruptcy.

Benchmark: Telecom decommissioning bonds drawable on default (Part 5); Dominion's collateral requirements (Part 2); the well-replacement escrow model (Part 3).

Demand 8 — A standing community advisory board with capacity funding

The ask: A Community Advisory Board representative of the affected community — residents, workforce partners, environmental and public-health voices, most-impacted neighborhoods — meeting at least quarterly, receiving all monitoring data, empowered to interpret standards and trigger the remedy ladder, with developer-funded legal and technical assistance.

Justification: A CBA is not complete when signed; ongoing enforcement is what delivers the benefits (Clean Energy Transition). The board converts a one-time deal into a standing relationship and gives the community an institutional home for the meters, standards, and remedies across the decades the facility runs. Capacity funding ensures it engages as an equal, not an underbriefed volunteer panel.

Benchmark: The NAACP template's Community Advisory Board (interpretation, compliance monitoring, good-faith resolution) with developer-funded technical/legal assistance.

Demand 9 — Developer bears enforcement and dispute costs

The ask: All costs of reporting, audits, monitoring, arbitration, and enforcement are borne by the developer and not offset against other community benefits; dispute resolution (binding arbitration or litigation) is specified, with fees allocated so the community is not priced out of its remedies.

Justification: Enforcement that the community must self-fund is enforcement the community will ration and ultimately abandon — exactly the outcome a developer's lawyers count on. Shifting these costs to the developer is what makes the remedy ladder usable in practice rather than on paper.

Benchmark: The NAACP template's provision that enforcement, audit, and arbitration costs are developer-borne and non-offsettable.

Demand 10 — Parental guarantee and binding successors

The ask: A creditworthy ultimate parent guarantees all obligations and remedies; the agreement binds successors and assigns, so its terms — and the bonds, standing, and remedies — survive any sale, refinancing, or change of operator.

Justification: Every enforcement mechanism is worthless against a dissolved shell or an unbound new owner. Clarity about the counterparty is essential to enforcement (Connect Humanity); the parent guarantee (Part 5, Demand 11) and a successors-and-assigns clause ensure the obligations follow the asset, the way telecom decommissioning bonds must follow ownership changes (Part 5).

Benchmark: Connect Humanity's counterparty-diligence guidance; standard successors-and-assigns and parental-guarantee drafting.

Demand 11 — Durability, review, and a living agreement

The ask: Terms run for the life of the facility, with scheduled public reviews (e.g., every 3–5 years) and a defined amendment process so standards can be updated as conditions, technology, or impacts change — without reopening the developer's core obligations downward.

Justification: Facilities operate for decades; an agreement frozen at signing will be obsolete long before the facility is. The strongest CBAs are flexible and updatable over time (Clean Energy Transition). Scheduled review pairs with the sunset/review logic of Parts 2 and 5 to keep the agreement matched to reality.

Benchmark: Clean Energy Transition's "flexible, updatable" best practice; the periodic-review structures in Parts 2 and 5.

Demand 12 — Community legal and technical assistance, funded up front

The ask: The developer funds the community's independent legal counsel and technical experts for the negotiation itself — not only for ongoing monitoring — so the agreement is drafted on a level field.

Justification: The power imbalance that undermines enforcement begins at the negotiating table: developers arrive with specialized counsel; communities often have none. Developer-funded community counsel during negotiation is an established way to address that imbalance and produce an agreement that is actually enforceable rather than merely signed (Clean Energy Transition). An agreement drafted without community legal expertise is where the unenforceable loopholes get written in.

Benchmark: Clean Energy Transition's recommendation that developers fund community legal/technical assistance for negotiation; the NAACP template's funding for legal and technical assistance.

7.9 Where each fight happens

Venue	What's decided there	Your tools
City / county board (development agreement, CUP, CBA)	Binding incorporation, standing, remedies, advisory board	Demands 1–8, 11 as conditions of approval
The negotiating table (coalition + developer)	Contract language, third-party rights, cost-shifting, counsel funding	Demands 3, 4, 9, 10, 12
Courts / arbitration	Breach, injunctive relief, damages	Demands 4, 6 — the preserved right to sue
Community advisory board	Ongoing monitoring, interpretation, remedy triggers	Demands 5, 8
State legislature	CBA authority, disclosure, anti-NDA, model enforcement standards	Where local CBA authority is limited, strengthen it

Sequencing: enforcement is the spine, not the afterthought. Draft the monitoring, standing, and remedy architecture *first*, then hang the substantive standards (Parts 2–6) on it — because a developer that has already won approval will never agree to be watched, penalized, or sued. And secure community counsel funding (Demand 12) before negotiating anything else, so the rest of the agreement is drafted by someone on the community's side.

7.10 The asks at a glance

#	Demand	Benchmark	Primary venue
1	Binding contract, not MOU	Columbia Climate Law; NAACP template	Board (pre-vote)
2	Incorporate into development agreement	LA CBAs (PowerSwitch)	Board
3	Third-party beneficiary rights	LA CBA coalition standing	Agreement

#	Demand	Benchmark	Primary venue
4	Preserved right to sue; injunctive relief	NAACP template; anti-Lancaster	Agreement
5	Independent, funded, public monitoring	NAACP template; fenceline norms	Agreement + CAB
6	Graduated remedy ladder + liquidated damages	Standard drafting; NAACP tiers	Agreement
7	Financial assurance behind remedies	Decommissioning/collateral bonds	Agreement
8	Community advisory board + capacity funding	NAACP CAB	Agreement + CAB
9	Developer bears enforcement costs	NAACP cost-shifting clause	Agreement
10	Parental guarantee + successors bound	Connect Humanity; project finance	Agreement
11	Durability + periodic review	Clean Energy Transition	Agreement
12	Funded community counsel for negotiation	Clean Energy Transition	Negotiating table

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Contract enforceability and the authority of local governments to enter CBAs vary by state. Engage qualified local counsel before relying on any structure described here; this chapter is a negotiating guide, not legal advice.

08

PART EIGHT

Process & Organizing

How a community gets in the room with the power to be answered.

Everything in the first seven chapters is a list of what to ask for. This chapter is about how you get into the room with the power to ask — and the leverage to be answered. The best-drafted demands in the world fail if they arrive after the rezoning vote, from a divided community, with no one funded to negotiate. This is the chapter that makes the other seven usable: how to build the coalition, time the fight, defeat the secrecy, and turn a proposal into a binding agreement — or a denial.

8.0 Process is not the afterthought — it's the whole game

A community can be completely right on the merits and still lose. It can know the water math, the noise thresholds, the cost-per-job figures, and the enforcement architecture cold — and watch a project sail through anyway, because the proposal surfaced two weeks before a vote, the community spoke in scattered individual voices, and the only people in the negotiating room worked for the developer or wanted the deal.

It can also win from a weaker substantive position, because it organized. The evidence is overwhelming and recent: communities have blocked or delayed an estimated **$64 billion** in data center projects through local organizing; **25 projects were canceled by local opposition in 2025**, 21 of them in the second half of the year as groups learned from one another and built regional coalitions; at least **14 states** have enacted pauses; and the Data Center Opposition Report documented **268 local opposition groups** organizing across the country (Introl; datacenterresponsibility.com). Seattle — a tech-industry capital — moved to a one-year moratorium in June 2026 (Tom's Hardware). The people's playbook, as Food & Water Watch puts it, is winning.

This chapter distills how. Three principles run through it: **organize early and broadly**, **act inside the leverage window**, and **convert energy into binding terms** — never settling for the "vague recommendations shaped by corporations and lobbyists" that the Denver coalition warned a moratorium can become if it isn't pushed into enforceable protections.

8.1 The negotiation arc

Data center fights follow a recognizable sequence, and knowing the stages lets a community see where it is and what comes next. The established CBA process has four phases — public education, community negotiation, contract drafting, and implementation/enforcement (Columbia Climate Law Blog) — which expand, in practice, into a seven-stage arc:

FIGURE T

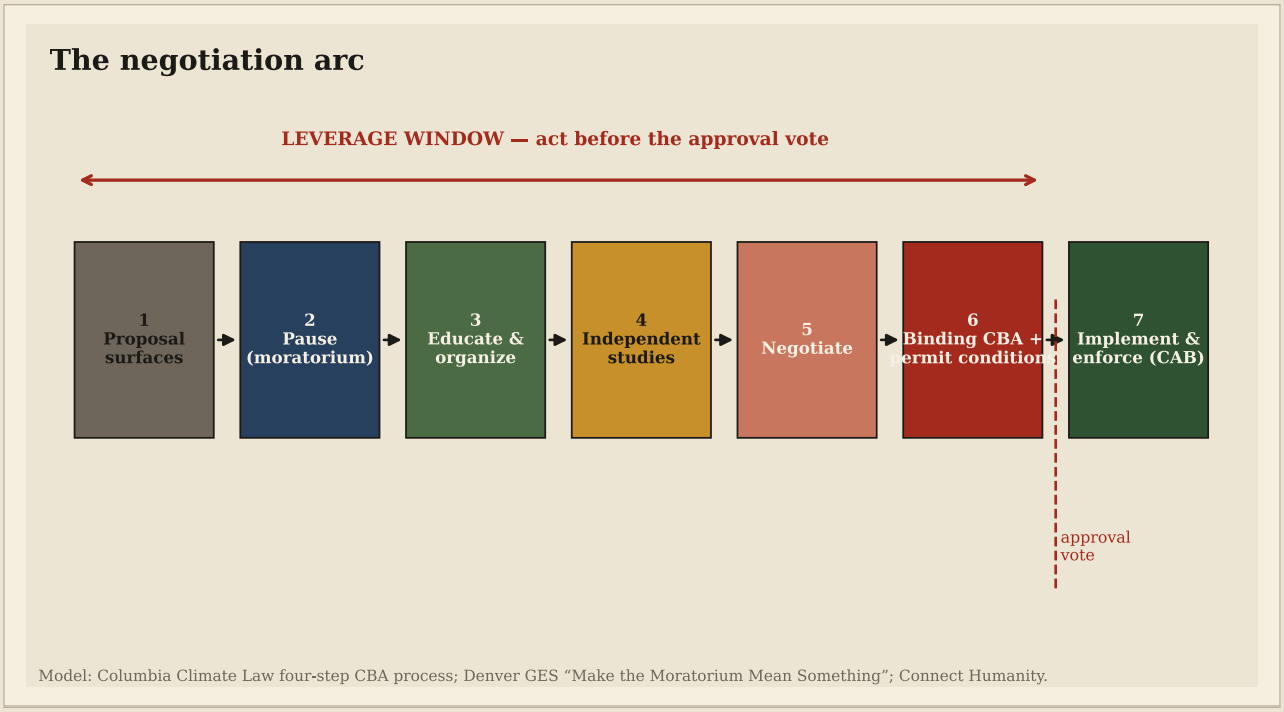

Figure T: The negotiation arc runs from a proposal surfacing, to a moratorium pause, to community education and organizing, to independent studies, to negotiation, to a binding CBA with permit conditions to implementation and enforcement through a community advisory board — with the leverage window falling before the approval vote.

The single most important feature of this arc is *where the leverage lives*: in stages 1 through 6, **before the approval vote**. Once the rezoning passes and incentives are signed, the developer has everything it came for and no reason to concede anything further. Every demand in Parts 2–7 — the tariff support, the water caps, the noise limits, the clawbacks, the local-hire targets, the enforcement machinery — has to be won inside that window.

8.2 The leverage clock

Make this curve the mental model for the entire campaign. Community leverage is high while the project still needs the community's "yes," holds roughly steady through the organizing and negotiation phases, then **collapses at the approval vote** and approaches zero once incentives are signed.

FIGURE U

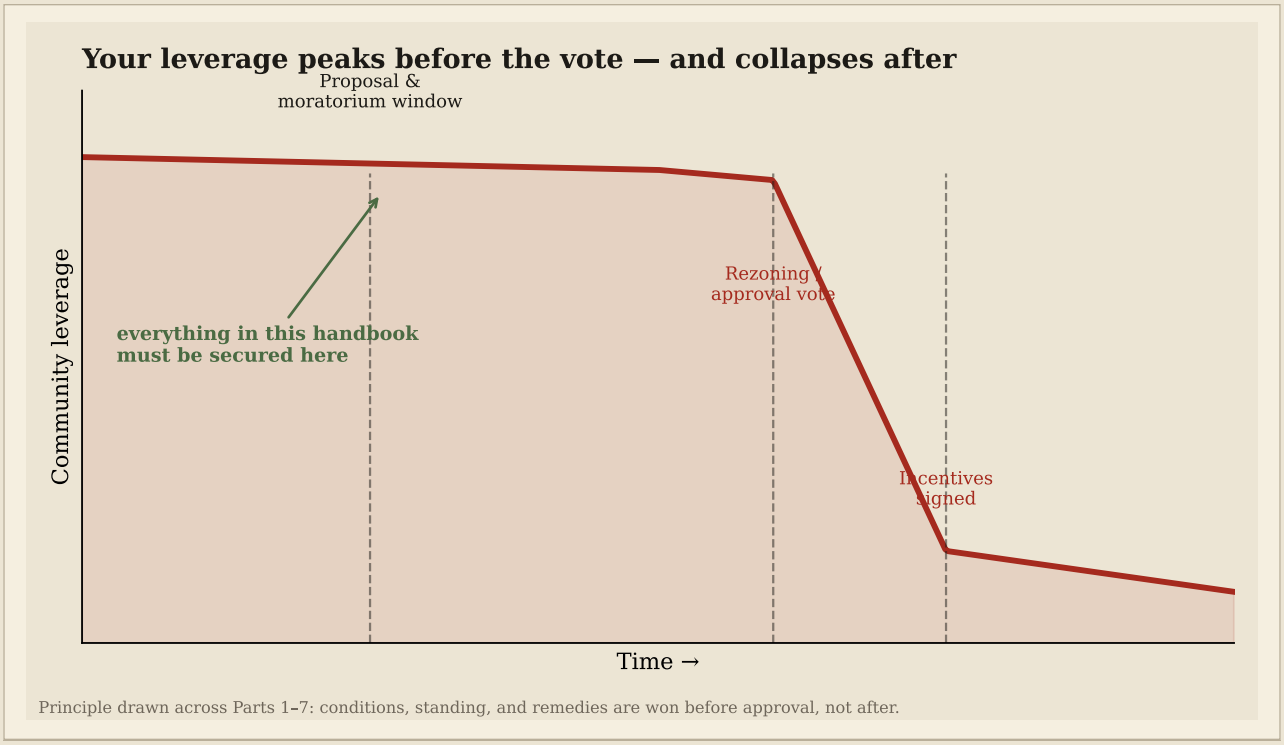

Figure U: Community leverage stays high through the proposal, moratorium, and negotiation phases, then drops sharply at the rezoning or approval vote and collapses further once incentives are signed — everything in the handbook must be secured before that point.

Three implications govern timing:

- **The "done deal" problem is a manufactured one.** Developers have historically surfaced projects late and quietly — sometimes the mayor learns of a five-data-center plan from the newspaper (Seattle). The antidote is early detection: the interconnection-queue transparency of Part 2 and the disclosure demands throughout exist partly to surface projects while leverage is still high. (Notably, even developers now concede the point — Meta shifted to community outreach 12–18 months *before* land acquisition specifically to defuse the "done deal" backlash.)
- **The moratorium is the leverage-extending tool.** A pause stops the clock before the vote, creating the time to organize, study, and write enforceable rules. But — the Denver lesson — a moratorium only matters if it's used to produce binding protections, not vague recommendations. "Pause to protect" (Wisconsin) is the framing: the pause is for writing the ordinance and the agreement, not for waiting.
- **Sequencing is everything.** Secure the enforcement spine (Part 7) and community counsel funding *first*, then negotiate substance, then approve — never the reverse.

8.3 Build the coalition: the united front

A community that speaks in scattered individual voices at public comment is easy to wave through. A broad, organized coalition is a genuine negotiating counterparty — and a stronger negotiator the more united it is (We Build Progress). The successful campaigns share a wide tent.

FIGURE V

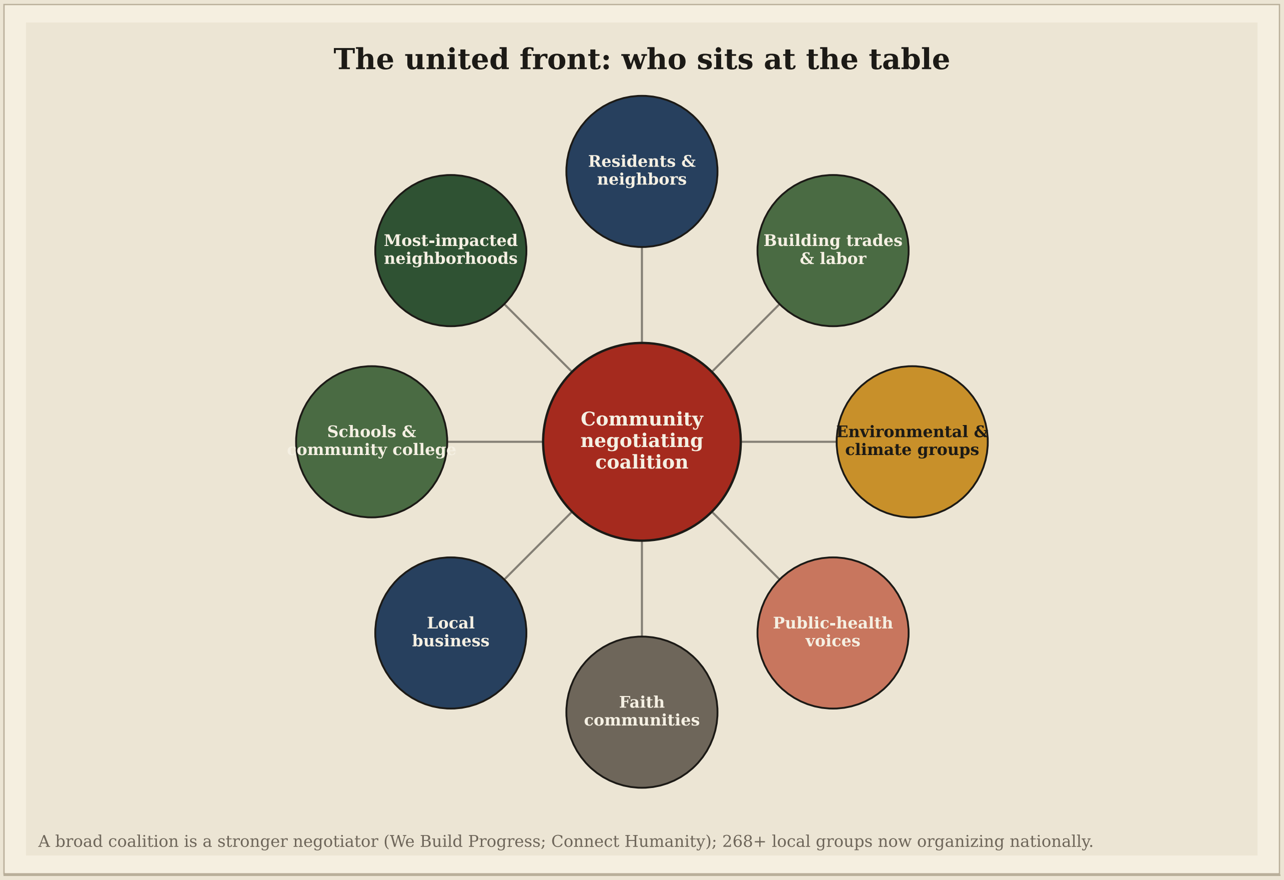

Figure V: An effective coalition unites residents and neighbors, building trades and labor, environmental and climate groups, public-health voices, faith communities, local business, schools and community colleges, and the most-impacted neighborhoods around a single community negotiating coalition.

Why each seat matters:

- **Residents and neighbors** supply legitimacy, turnout, and the lived testimony that moves councils (the jars of brown well water at the EPA hearing, Part 4).
- **Building trades and labor** are not opponents of the project but allies for *good* terms — they want the prevailing-wage, local-hire, and apprenticeship commitments of Part 6, and they bring technical credibility on construction.
- **Environmental, climate, and public-health groups** supply the technical analysis that wins hearings — Howell Township, New Jersey defeated a $1 billion data center after a 200-person panel where FracTracker and other experts presented grid and generator analysis, and the developer withdrew (FracTracker).
- **Faith communities and local business** broaden the base beyond the usual advocates and signal that opposition isn't fringe.
- **Schools and the community college** are both impact-bearers (Part 5's service costs) and partners in the workforce pipeline (Part 6).
- **The most-impacted neighborhoods** — disproportionately lower-income and communities of color (Part 4) — must be centered, not consulted late; the Denver coalition organized in English and Spanish from Globeville and Elyria-Swansea precisely because the burden falls there first.

Two force-multipliers: **go regional** — opposition groups that shared legal strategies and built regional coalitions drove the 2025 cancellation wave, because a developer that can play one town against the next loses leverage when the towns coordinate (Introl; Connect Humanity). And **use the toolkits** — communities no longer start from scratch: Wisconsin's "Big Tech Unchecked Toolkit," Food & Water Watch's organizing guides, the NAACP CBA template, and 268+ peer groups mean the playbook is shared infrastructure now.

8.4 Defeat the secrecy

Secrecy is the developer's structural advantage and the recurring villain of this handbook — the NDAs binding officials (Parts 1, 4), the trade-secret water claims (Part 3), the self-reported emissions and jobs (Parts 4, 6), the concealed incentive terms (Part 5). Process-level transparency is how a coalition neutralizes it:

- **Demand no NDAs**, and make any official's NDA a public issue — "no secret deals" is now a bipartisan rallying cry from Michigan to Wisconsin, where a Republican legislator introduced a bill to ban data center NDAs outright.
- **Use public-records law** — the Racine FOIA suit (Part 3) shows trade-secret claims over public information lose when challenged.
- **Force the project into daylight early** — public interconnection queues (Part 2), application notification to affected municipalities (Part 5), and the disclosure demands throughout exist to beat the "done deal."
- **Identify the real counterparty** — pierce the shell LLC to the hyperscaler behind it (Parts 1, 5, 7), because both negotiation and enforcement depend on knowing who you're dealing with.

Transparency is not a courtesy you request; it is leverage you take.

8.5 Oppose, pause, or negotiate — and the discipline to walk

Part 1 introduced the decision framework; here is where it governs the campaign. The three paths are not mutually exclusive — most successful campaigns *pause first*, then decide between negotiating and opposing from a position of knowledge.

- **Pause** whenever the project is moving faster than the community's understanding. The moratorium buys the time to do everything else in this handbook.
- **Negotiate** if the community would accept some version of the project on strong terms — using the coalition, the funded counsel, and the enforcement spine to drive a binding agreement.
- **Oppose** outright if the project is wrong on the merits — wrong site, wrong watershed, wrong scale, an already-overburdened community — and organize for denial. The 2025–26 cancellation record proves denial is achievable; it is not a fantasy fallback.

The discipline that ties them together is the **walk-away position**: decide in advance, as a coalition, the terms below which you will organize for denial rather than sign. A community that cannot say no cannot really negotiate — the developer knows it, and prices its concessions accordingly. The walk-away is what converts the leverage on the curve into actual bargaining power.

8.6 Putting the whole handbook together

The eight parts are not eight separate negotiations — they are one, conducted across several venues at once. This is how they fit:

Part	The core question	Where it's mainly won
1 — Know Before You Negotiate	What is this, and where's our leverage?	Understanding, before any table
2 — Energy & Ratepayer Protection	Who pays for the power?	State PUC + agreement
3 — Water	Whose water, and who's left dry?	Water utility + permit
4 — Environment & Quality of Life	Who breathes and sleeps next to it?	Zoning/air board + permit
5 — Fiscal Terms	Does this net out positive?	Board + state incentive process
6 — Jobs & Economic Justice	Do locals actually get the work?	Board + PLA + workforce board
7 — Enforcement	Is any of it real?	The agreement itself
8 — Process & Organizing	How do we get in the room with power?	The coalition and the clock

The integration points are where the leverage compounds:

- **The independent study** (Parts 5, 6, 7) is one study, developer-funded and community-controlled, covering net fiscal, employment, energy, water, and environmental impact — demanded once, used everywhere.
- **The shell-LLC problem** surfaces in Parts 1, 3, 5, and 7 and is answered once, by the parental guarantee plus successors-bound clause (Part 7, Demand 10).
- **Curtailment capability** appears as a grid tool (Part 2), a drought tool (Part 3), and an enforcement remedy (Part 7) — the same physical capability, pointed at three goals.
- **The community advisory board** (Part 7) is where the meters (Parts 3, 4), the reports (Parts 5, 6), and the remedies all converge for the life of the facility.
- **Clean-energy sourcing** (Part 2, Demand 10) is also the largest water demand (Part 3) and an air-quality demand (Part 4) — one ask, three payoffs.

Negotiate them as a package, in one binding agreement incorporated into the development approval, enforced by one advisory board, backed by one set of bonds and one parental guarantee. That package, won inside the leverage window by an organized coalition, is the whole point of the handbook.

8.7 The demands: what to ask for, and why

Same format: **the ask**, the **justification**, the **benchmark**.

Demand 1 — A moratorium or pause used to write binding rules

The ask: Where a proposal outpaces the community's readiness, a moratorium of sufficient length (commonly 6–12 months) — explicitly directed at producing an enforceable ordinance and agreement, not a study that gathers dust.

Justification: The pause is the leverage-extending tool; it stops the clock before the irreversible approval vote. But a moratorium that yields only "vague recommendations shaped by corporations and lobbyists" wastes the leverage it bought (Denver GES). "Pause to protect" — the pause exists to write the rules.

Benchmark: 14+ states and 100+ localities with pauses; Seattle's one-year moratorium; Denver's "Make the Moratorium Mean Something" platform; Howell Township's six-month pause after a successful campaign.

Demand 2 — Early notification and a real public process

The ask: Mandatory notification to affected residents and municipalities when an application is filed (Part 5), public posting of project details, and a genuine public-comment process before any vote — with no NDAs binding officials past the filing.

Justification: The "done deal" surfacing late is the developer's oldest tactic; even Meta now concedes early engagement is necessary. Early notice is what lets the community organize while leverage is still high. Officials sworn to secrecy cannot represent residents they can't inform.

Benchmark: Connecticut's municipal-notification bill (Part 5); the Wisconsin NDA-ban bill; Meta's shift to 12–18-month pre-acquisition outreach.

Demand 3 — A broad, regional coalition at the table

The ask: Negotiation conducted by an organized coalition — residents, labor, environmental, public-health, faith, business, schools, and the most-impacted neighborhoods — coordinated regionally with neighboring jurisdictions, not by the city attorney alone.

Justification: A united front is a stronger negotiator (We Build Progress); scattered individual comment is easy to dismiss. Regional coordination denies the developer the ability to play towns against each other and was the engine of the 2025 cancellation wave (Introl). Centering impacted neighborhoods is both just and strategically essential.

Benchmark: The 268+ organized local groups; Denver GES Coalition; regional opposition networks; the building-trades alliance model.

Demand 4 — Developer-funded community counsel and technical experts

The ask: The developer funds the community's independent legal and technical experts for the negotiation itself (Part 7, Demand 12), so the agreement is drafted on a level field.

Justification: The power imbalance that produces unenforceable agreements begins at the table — developers bring specialized counsel; communities often bring none. Howell Township's win turned on bringing in technical experts; the difference between a strong and a hollow agreement is whether the community had its own experts when it was written (Clean Energy Transition).

Benchmark: Clean Energy Transition's developer-funded-counsel best practice; the NAACP template's funded legal/technical assistance; FracTracker's role at Howell Township.

Demand 5 — Full transparency; defeat the secrecy

The ask: No NDAs binding officials, public disclosure of all project terms and incentives, use of public-records law to compel disclosure, and identification of the ultimate parent behind any shell LLC.

Justification: Secrecy is the developer's structural advantage across every chapter; transparency is the leverage a coalition takes back. "No secret deals" is now bipartisan; trade-secret claims over public information lose when challenged (Racine, Part 3).

Benchmark: The Wisconsin NDA-ban bill; the Racine FOIA suit; the public-queue and notification demands of Parts 2 and 5.

Demand 6 — An agreed walk-away position

The ask: The coalition defines, in advance and internally, the terms below which it will organize for denial rather than sign — and communicates credibly that denial is on the table.

Justification: A community that cannot say no cannot negotiate; the developer prices concessions to the community's willingness to walk. The 2025–26 cancellation record makes the walk-away credible — denial is demonstrably achievable, which is exactly what gives the negotiating path its power.

Benchmark: The 25 projects canceled in 2025; the $64 billion blocked or delayed; the Pacific, Missouri withdrawal minutes before a hearing (Part 1).

Demand 7 — One integrated, binding agreement

The ask: All commitments from Parts 2–7 consolidated into a single legally binding agreement, incorporated into the development approval, enforced by one community advisory board, backed by one set of financial assurances and a parental guarantee.

Justification: Fragmented promises across venues are easy to lose; an integrated package incorporated into the entitlement carries the full force of the approval and lets the enforcement spine (Part 7) cover everything at once. Negotiating it as a package also lets the community trade across issues rather than conceding on each in isolation.

Benchmark: The CBA-incorporated-into-development-agreement structure (Part 7; PowerSwitch Action); the NAACP template's consolidated, enforceable articles.

Demand 8 — Durable engagement for the life of the facility

The ask: The coalition and advisory board persist after signing, with the funding, standing, and review rights (Part 7) to monitor and enforce across the decades the facility operates.

Justification: A CBA is not finished when signed — ongoing enforcement is what delivers the benefits (Part 7; Clean Energy Transition). The organizing energy that won the agreement must become a durable institution, or the hard-won terms erode unwatched.

Benchmark: The community advisory board (Part 7); the peer-support networks (Wisconsin coalition helping other towns) that sustain engagement over time.

8.8 Where each fight happens

Venue	What's decided there	Your tools
The community itself	Coalition, walk-away, regional coordination	Demands 3, 6; the toolkits and peer networks
City / county board	Moratorium, notification, public process, the integrated agreement	Demands 1, 2, 7
The negotiating table	Counsel funding, the package, transparency	Demands 4, 5, 7
State legislature	Moratorium authority, NDA bans, notification law	Demands 1, 2, 5
The advisory board (ongoing)	Monitoring, enforcement, durable engagement	Demand 8

Sequencing — the whole handbook in one line: detect early, pause, organize broadly, fund your own experts, study independently, negotiate one integrated and enforceable package inside the leverage window, and keep the coalition alive to enforce it — or, if the terms fall below your walk-away, organize for denial.

8.9 The asks at a glance

#	Demand	Benchmark	Primary venue
1	Moratorium used to write binding rules	Seattle; Denver GES; Howell Twp	Board + legislature
2	Early notification + real public process	CT notification bill; Meta's shift	Board + legislature
3	Broad, regional coalition at the table	268+ groups; regional networks	The community
4	Developer-funded community counsel	Clean Energy Transition; FracTracker	Negotiating table
5	Full transparency; defeat secrecy	WI NDA ban; Racine FOIA	All venues
6	An agreed walk-away position	25 cancellations; $64B blocked	The community
7	One integrated, binding agreement	PowerSwitch; NAACP template	Board + table
8	Durable engagement for the facility's life	Advisory board; peer networks	Advisory board

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8.10 A closing note

Five years ago a data center was a ribbon-cutting; today it is one of the most contested land uses in America, and the reason is not that the technology changed but that communities learned to organize. The figures in this handbook — the $14.7 billion capacity spike, the 17 billion gallons of cooling water, the gas turbines beside Boxtown, the $6.4-million-per-job subsidy, the employment cliff — are not arguments for despair. They are the receipts that, in the hands of an organized coalition acting inside the leverage window, have already blocked $64 billion in projects and won enforceable protections where communities insisted on them.

The asymmetry this handbook opened with — the developer's lawyers, consultants, and information against a community's two weeks' notice — is real, but it is not destiny. It is reversed by exactly the things these eight chapters describe: knowing what the facility is, demanding the right terms with the evidence to justify them, building them into one enforceable agreement, and organizing the coalition with the discipline to walk away. The developer needs the community's yes. That need is the leverage. This handbook is how a community spends it well.

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Organizing conditions, moratorium status, and live campaigns change weekly. Connect with the peer networks and toolkits above for current, local support before and during a campaign.

A

APPENDIX A

Two Contracts, One Data Center

The same facility under the company's draft and the community's draft — clause by clause.

Every difference between the columns is a choice about who bears the risk — the company, or your community. Model language for negotiation and public education; not legal advice.

Article 1 — Parties & Counterparty

INDUSTRY DRAFT — WHAT THEY'LL OFFER

This Memorandum is entered into by **ProjectCo LLC**, a single-purpose limited liability company (the "Company"), and the County. The Company's affiliates and parent entities are not parties to, and bear no obligation under, this Memorandum. The identity of the Company's tenants or end users is confidential and need not be disclosed.

COMMUNITY DRAFT — WHAT TO DEMAND

This Agreement is entered into by **ProjectCo LLC** (the "Company") and its ultimate parent [**Hyperscaler**], **Inc.** (the "Guarantor"), jointly and severally, together with the County and the Community Coalition. As a condition precedent, the Company shall disclose its ultimate beneficial owner and the Facility's end user. The Guarantor unconditionally and irrevocably guarantees every obligation in this Agreement.

WHY IT MATTERS *A promise is only as collectible as the entity that signs it. A single-purpose LLC can dissolve and take every obligation with it; the parent guaranty makes the commitments real. (Parts 1, 5, 7)*

Article 2 — Nature, Term & Incorporation

INDUSTRY DRAFT — WHAT THEY'LL OFFER

This **Memorandum of Understanding** reflects the parties' good-faith intentions and is **non-binding**. It expresses aspirations only and creates no enforceable obligations. It remains in effect for five (5) years and may be amended or terminated by the Company upon notice.

COMMUNITY DRAFT — WHAT TO DEMAND

This is a **binding contract**, incorporated by reference as an exhibit to the Development Agreement and the conditional-use permit, and enforceable as a condition of every project approval. It runs for the operational life of the Facility, with mandatory public review every five (5) years. No failure to enforce any provision at any time shall waive the right to enforce it.

WHY IT MATTERS *An MOU looks like a commitment while remaining, legally, a wish — which is exactly why developers propose one. Incorporation into the permit gives every term the force of the approval itself. (Part 7)*

Article 3 — Energy & Ratepayer Protection

INDUSTRY DRAFT — WHAT THEY'LL OFFER

The Company will **work collaboratively** with the serving utility regarding its power requirements and supports efforts to manage energy costs for the community. The Company intends to pursue clean energy **where commercially reasonable** and to be a responsible energy citizen.

COMMUNITY DRAFT — WHAT TO DEMAND

The Company shall bear all incremental costs of generation, transmission, and substations serving the Facility and shall indemnify ratepayers against any such cost recovered from other customers. It shall take service under the State's large-load tariff (minimum 12-year term; 80% minimum take; exit fees; collateral of $1.5M/MW or Guarantor guaranty), enroll at least 10% of load in demand response and curtail on emergency instruction, procure new zero-carbon supply matched to its load, and support the utility's protective-tariff filing.

WHY IT MATTERS *Without cost-causation language, the project is financed in part by an invisible surcharge on every neighbor's electric bill. "Collaborate" and "where commercially reasonable" commit to nothing. (Part 2)*

Article 4 — Water

INDUSTRY DRAFT — WHAT THEY'LL OFFER

The Company is committed to **responsible water stewardship** and to a corporate goal of being "water positive" by 2030. Facility-specific water-use figures are proprietary and shall be treated as confidential commercial information.

COMMUNITY DRAFT — WHAT TO DEMAND

The Company shall meter every water source and publicly report withdrawal, consumption, and discharge monthly, waiving any trade-secret claim over water quantity. Consumption shall not exceed [X] gallons/day at full buildout (liquidated damages of $[Y] per gallon over). In this water-stressed basin, evaporative cooling as primary heat rejection is prohibited; the Facility shall use closed-loop, air, or immersion cooling and source ≥ 50% reclaimed/non-potable water. The Facility curtails first and deepest in every declared drought stage, junior to residential and agricultural use. The Company funds an independent pre-construction hydrogeologic baseline and permanent monitoring; degradation of any well within 1.5 miles after construction begins is presumed the Company's responsibility and remedied at its expense from a pre-funded escrow.

WHY IT MATTERS *A fleet-wide "water positive" pledge binds nothing in your watershed in a drought year. Metered caps, drought priority, and the rebuttable well-impact presumption do. (Part 3)*

Article 5 — Environment, Noise & Air

INDUSTRY DRAFT — WHAT THEY'LL OFFER

The Company will design the Facility to **comply with all applicable laws** and to be a good neighbor, and will address noise and air-quality concerns **as appropriate**. Backup generators will be operated consistent with applicable permits.

COMMUNITY DRAFT — WHAT TO DEMAND

Noise at the nearest residential property line shall not exceed 50 dBA at night, with a 6 dBA penalty applied to any tonal noise unless disproven by narrowband analysis; compliance verified by continuous, public, independent monitoring with escalating per-violation damages. All on-site generation — backup or primary — shall be permitted as stationary sources with Best Available Control Technology; no "temporary" or "nonroad engine" classification; generator testing is daytime-only with run-hour caps and Tier 4 emissions; fenceline air monitoring (NOx, PM2.5, ozone, VOCs, formaldehyde) is public. Minimum 750-ft setback from residential property lines; dark-sky lighting; maintained vegetative buffers; and a binding construction-management plan.

WHY IT MATTERS *"Comply with applicable law" is what permitted 35 unpermitted turbines beside Boxtown and the 60–80 dBA hum through bedroom walls. Specific limits and closing the nonroad-engine loophole protect lungs and sleep. (Part 4)*

Article 6 — Fiscal Terms

INDUSTRY DRAFT — WHAT THEY'LL OFFER

The County will **support the Company's applications** for available tax exemptions and abatements. The Company anticipates significant tax revenue, capital investment, and economic activity. **No clawback or repayment obligation** shall apply to any incentive granted.

COMMUNITY DRAFT — WHAT TO DEMAND

An independent, Company-funded net-fiscal study (gross revenue less abatements, infrastructure, public-service, and ratepayer costs) shall precede any incentive vote. Any abatement is capped, carries a firm sunset and periodic review, and is performance-based, with retroactive clawback if investment, operating-year, or job milestones are missed. The Company shall not stack incentives, shall fund full public-service cost recovery (including fire/EMS capability for electrical and battery fires), and shall post a decommissioning bond sized to net removal and restoration cost that survives any change of ownership.

WHY IT MATTERS *Blank-check abatements with no clawback are how communities reach $1–6 million per job and inherit a stranded, specialized shell when the operator leaves. (Part 5)*

Article 7 — Workforce

INDUSTRY DRAFT — WHAT THEY'LL OFFER

The Project is expected to create approximately [N] **jobs** and generate substantial economic activity for the region. The Company will **encourage its contractors to consider local workers** where feasible.

COMMUNITY DRAFT — WHAT TO DEMAND

Construction and permanent jobs shall be reported as separate, defined quantities — construction in job-months, permanent in full-time-equivalents at full buildout — with no "supported" or "induced" figures substituted for headcount. A minimum of [Z] permanent FTEs at full buildout, with wage and benefit floors and clawbacks. Construction shall proceed under a project labor agreement with prevailing wage, [%] local-hire targets verified by residency, and registered-apprentice utilization. The Company shall fund a local community-college training pipeline, prioritize hiring from the most-impacted neighborhoods, and report workforce data publicly with audit rights.

WHY IT MATTERS *"Encourage contractors to consider local workers" captures nothing; the jobs leave with the traveling crews. PLAs, residency-verified local hire, apprenticeship, and FTE clawbacks keep the work and wages local. (Part 6)*

Article 8 — Monitoring & Reporting

INDUSTRY DRAFT — WHAT THEY'LL OFFER

The Company will provide **periodic updates** to the County and will **self-report** relevant operating metrics on a reasonable basis, subject to its confidentiality interests.

COMMUNITY DRAFT — WHAT TO DEMAND

Compliance with every standard is verified by independent monitors selected by the Coalition and funded by the Company (and not offset against other benefits), reporting continuously and publicly. An anti-retaliation clause protects any resident, worker, or organization that participates in good-faith monitoring. Company self-reporting does not satisfy any monitoring obligation.

WHY IT MATTERS *Self-reporting is the fox auditing the henhouse — the Memphis emissions, the concealed water, the developer-counted jobs all show why independent, funded, public monitoring is non-negotiable. (Parts 4, 7)*

Article 9 — Remedies & Enforcement

INDUSTRY DRAFT — WHAT THEY'LL OFFER

In the event of a disagreement, the parties will **meet and confer in good faith**. The County's sole and exclusive remedy shall be termination of this Memorandum. The Company shall not be liable for consequential, punitive, or liquidated damages.

COMMUNITY DRAFT — WHAT TO DEMAND

Each obligation carries a graduated remedy ladder: written notice and cure period, then escalating per-violation liquidated damages, then a draw on the financial assurance, then curtailment or suspension of operations, then permit revocation for the gravest or most persistent breaches. Injunctive relief remains available at all times. All enforcement, audit, and arbitration costs are borne by the Company.

WHY IT MATTERS *A "meet and confer" whose only backstop is tearing up the (non-binding) memo is no remedy at all. The ladder gives every standard a consequence the Company will pay to avoid. (Part 7)*

Article 10 — Standing & Dispute Resolution

INDUSTRY DRAFT — WHAT THEY'LL OFFER

Only the signatory parties may enforce this Memorandum; residents and other third parties are **not intended beneficiaries**. Any dispute shall be resolved by **confidential binding arbitration**, and the parties **waive any right to litigate** or to seek injunctive relief.

COMMUNITY DRAFT — WHAT TO DEMAND

Residents and the Coalition are named **third-party beneficiaries** with independent standing to enforce this Agreement. No provision waives residents' rights to pursue nuisance, citizen-suit, or other claims, or to seek injunctive relief. Any arbitration shall not preclude injunctive relief necessary to prevent ongoing or irreparable harm, and proceedings affecting public health or the public fisc shall be public.

WHY IT MATTERS *Strip third-party rights and waive litigation, and residents become spectators to their own agreement — the precise failure that drew fire at Lancaster. (Part 7)*

Article 11 — Transparency

INDUSTRY DRAFT — WHAT THEY'LL OFFER

The parties acknowledge that project information is commercially sensitive. The County shall keep confidential all information the Company designates as such, and County officials shall execute a **non-disclosure agreement** as a condition of negotiation.

COMMUNITY DRAFT — WHAT TO DEMAND

No public official shall be bound by any non-disclosure agreement surviving the application filing. All project terms, incentive values, and this Agreement shall be posted publicly before any vote. The Company waives any trade-secret claim over water and energy quantities, emissions data, and subsidy values.

WHY IT MATTERS *NDAs binding your own officials and trade-secret claims over public money and public resources are how the impacts stay hidden. Transparency is not a courtesy requested; it is leverage taken. (Parts 1, 3, 8)*

Article 12 — Guaranty, Successors & Oversight

INDUSTRY DRAFT — WHAT THEY'LL OFFER

This Memorandum is **personal to the Company** and shall not bind its successors or assigns. The Company may assign its interests or terminate this Memorandum upon notice to the County.

COMMUNITY DRAFT — WHAT TO DEMAND

The Guarantor's guaranty is unconditional and continuing. This Agreement binds all successors and assigns; the bonds, standing, and remedies follow the asset through any sale, refinancing, or change of operator. A standing Community Advisory Board — representative of affected residents, labor, public-health, and the most-impacted neighborhoods, and funded for independent legal and technical capacity — meets at least quarterly to monitor and enforce for the life of the Facility.

WHY IT MATTERS *Obligations that don't bind successors evaporate at the first sale. The guaranty, the successors clause, and a funded advisory board make the agreement durable across the decades the Facility runs. (Parts 5, 7)*

B

APPENDIX B

Master Demand Checklist

All 84 numbered demands across Parts 2–8, plus the Part 1 readiness check — the page to bring to the table.

Part 1 — Negotiation-Readiness Check

- [ ] Know total MW load and water demand at full buildout, in writing
- [ ] Identify hyperscale vs colocation, and the ultimate operator and end user
- [ ] Commission an independent fiscal and environmental analysis, developer-funded, community-controlled
- [ ] Assemble a coalition with negotiators at the table — not just the city attorney
- [ ] Know your state's CBA authority, large-load-tariff status, and preemption landscape
- [ ] Map your veto points (rezoning? CUP? water service? air permit?) and the developer's clock
- [ ] Agree internally on walk-away conditions before negotiating

Part 2 — Energy & Ratepayer Protection

- [ ] **1.** Full incremental cost allocation (the cost-causer pays)
- [ ] **2.** Developer-funded grid infrastructure, with ratepayer indemnity
- [ ] **3.** Minimum contract term (12–15 years)
- [ ] **4.** Minimum take / minimum monthly bill (80–85%)
- [ ] **5.** Exit fees with teeth
- [ ] **6.** Collateral, creditworthiness, and a parental guaranty ($1.5M/MW)
- [ ] **7.** Non-refundable study deposits ($100k–$250k)
- [ ] **8.** Defined load-ramp schedules (4–5 years)
- [ ] **9.** Capital-plan true-down when phantom load evaporates
- [ ] **10.** No induced fossil generation; clean-energy sourcing
- [ ] **11.** Demand flexibility and curtailment obligations
- [ ] **12.** Rules for behind-the-meter and backup generation
- [ ] **13.** Interconnection transparency: the public queue + 6-month studies
- [ ] **14.** Efficiency standards (PUE cap), public reporting, audit rights
- [ ] **15.** Standing: PUC intervention + developer tariff support

Part 3 — Water

- [ ] **1.** Metered, public disclosure of actual use — no trade-secret shield
- [ ] **2.** A hard cap at full buildout, with penalties and a re-opener
- [ ] **3.** Cooling-technology mandate + binding WUE
- [ ] **4.** Reclaimed and non-potable water first (≥50%)
- [ ] **5.** Drought priority: the facility curtails before residents do
- [ ] **6.** Baseline hydrogeology + permanent monitoring, developer-funded
- [ ] **7.** The well-protection presumption and compensation fund
- [ ] **8.** Construction-phase water rules (dewatering, blasting, sediment)
- [ ] **9.** Discharge: chemistry disclosure, temperature, pretreatment
- [ ] **10.** Full-cost pricing and infrastructure; no rate shock
- [ ] **11.** Groundwater accounting and no water grabs
- [ ] **12.** Standing, enforcement, and the water authority's seat

Part 4 — Environmental & Quality of Life

- [ ] **1.** Independent baseline + predictive noise study, before approval
- [ ] **2.** Nighttime dBA limit with a 6 dBA tonal penalty and monitoring
- [ ] **3.** Engineering controls and quiet equipment as conditions
- [ ] **4.** Permit all generation; close the "nonroad/temporary" loophole
- [ ] **5.** Generator caps, run-hour limits, daytime-only testing, Tier 4
- [ ] **6.** Independent fenceline air monitoring + community study funding
- [ ] **7.** Cumulative-impact and environmental-justice assessment
- [ ] **8.** Setbacks (500–1,500 ft) sized to the noise modeling
- [ ] **9.** Dark-sky lighting standards
- [ ] **10.** Massing, height, and viewshed treatment
- [ ] **11.** A binding construction-management plan
- [ ] **12.** Property-value protection for the nearest neighbors
- [ ] **13.** Standing, advisory board, and a curtailment remedy

Part 5 — Fiscal Terms

- [ ] **1.** An independent net-fiscal study, developer-funded, before any vote
- [ ] **2.** No blank-check abatement; scale incentive to verified net benefit
- [ ] **3.** Performance-based clawbacks, tied to investment and operating years
- [ ] **4.** No incentive stacking; condition state breaks on local consent
- [ ] **5.** Tax the equipment; protect the renewing base
- [ ] **6.** Full public disclosure of every incentive
- [ ] **7.** A decommissioning bond sized to net cost
- [ ] **8.** Sunset clauses and periodic review on every abatement
- [ ] **9.** Full recovery of public-service costs (incl. battery/electrical fire EMS)
- [ ] **10.** Community benefit commensurate with impact
- [ ] **11.** Anti-shell-LLC: parental guaranty on all fiscal obligations
- [ ] **12.** Standing, audit rights, and annual public true-up

Part 6 — Jobs & Economic Justice

- [ ] **1.** Honest, separated job accounting (construction job-months vs permanent FTEs)
- [ ] **2.** A permanent FTE commitment with clawbacks
- [ ] **3.** Local-hire targets for construction and operations, verified by residency
- [ ] **4.** Prevailing wage and a project labor agreement
- [ ] **5.** Registered-apprenticeship utilization
- [ ] **6.** Fund a local workforce pipeline (community-college academy)
- [ ] **7.** Targeted and equitable hiring
- [ ] **8.** Job-quality floors and anti-evasion language
- [ ] **9.** Local business and supply-chain utilization targets
- [ ] **10.** Transparent workforce reporting and audit
- [ ] **11.** No public subsidy without enforceable job conditions
- [ ] **12.** Standing, a workforce board, and shortfall remedies

Part 7 — Enforcement

- [ ] **1.** Binding contract, not an MOU
- [ ] **2.** Incorporate the agreement into the development agreement / permit
- [ ] **3.** Third-party beneficiary rights for residents
- [ ] **4.** Preserved right to sue; injunctive relief (no waiver)
- [ ] **5.** Independent, developer-funded, public monitoring + anti-retaliation
- [ ] **6.** A graduated remedy ladder with liquidated damages
- [ ] **7.** Financial assurance behind the remedies
- [ ] **8.** A standing community advisory board with capacity funding
- [ ] **9.** Developer bears enforcement and dispute costs
- [ ] **10.** Parental guaranty and binding successors/assigns
- [ ] **11.** Durability, periodic review, and a living agreement
- [ ] **12.** Funded community legal and technical counsel for the negotiation

Part 8 — Process & Organizing

- [ ] **1.** A moratorium or pause used to write binding rules
- [ ] **2.** Early notification and a real public process
- [ ] **3.** A broad, regional coalition at the table
- [ ] **4.** Developer-funded community counsel and technical experts
- [ ] **5.** Full transparency; defeat the secrecy
- [ ] **6.** An agreed walk-away position
- [ ] **7.** One integrated, binding agreement
- [ ] **8.** Durable engagement for the life of the facility