



A NASC CONSULTING WHITE PAPER

Lessons from DeForest

What Wisconsin Communities Need Before the Next Large
Infrastructure Proposal — and Why Readiness Pays Off on
Both Sides of the Table

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Building the Links That Matter



Executive summary

In less than four months in late 2025 and early 2026, a data center proposal worth up to \$12 billion moved through the Village of DeForest, Wisconsin, and collapsed. Neither side got what it wanted. The developer withdrew and the community was left with a year of trust to rebuild and no investment to show for it. This paper walks through what happened, not to re-litigate DeForest's decision, but to name the five structural gaps: no data center policy, no transparency protocol, an overwhelmed staff, a too-late infrastructure assessment, and no organized channel for resident input. These gaps, collectively, made a four-month sprint feel inevitable when it wasn't. Every one of the gaps is fixable, and cheaper to fix before a developer calls than after.

DeForest is not an outlier. The same pattern — proposals stalling or collapsing after late-arriving community pushback — has already played out in Menomonie, Greenleaf, and Caledonia, while new proposals keep surfacing across the state. Wisconsin's legislature, courts, and regulators have started to respond, but slowly and unevenly. The one data center bill to clear a chamber died when the Senate adjourned in March, which means no statewide framework is coming before 2027 and the burden of preparedness sits on individual communities — a burden at least ten of them have answered, so far, by hitting pause, with a half-

dozen more actively considering it. Section V lays out what that preparedness looks like in practice: an honest readiness audit, a zoning framework built before a developer arrives, a community benefit agreement structured to survive a change in ownership, and a standing engagement process that doesn't wait for opposition to organize before anyone gets heard. None of it requires a proposal on the table and all of it is cheaper built in advance. A prepared community isn't one that says yes to every proposal, or no to all of them. It's one that can make either call on its own terms and explain it to residents with a straight face.



LESSONS FROM DEFOREST

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I. Introduction: A \$12 Billion Lesson

In less than four months, a project worth up to \$12 billion arrived in DeForest, consumed the village's staff capacity and political attention, divided the community, and collapsed. The developer walked away. The community got no investment, no tax base, and a year of trust to rebuild. Neither side got what it wanted.

I want to be precise about that number, because precision is part of the lesson. The \$12 billion figure represents the total estimated build-out value across all proposed phases of the QTS campus — not in the first phase, and not in a single year. Phase 1 alone called for five buildings on roughly 650 acres. The full proposal would have annexed about 1,572 acres of farmland from the neighboring Town of Vienna into the Village of DeForest.^[1] When a number that large enters a community conversation, how it is framed shapes everything that follows. Loose framing invites distrust. So I'll hold to the accurate version throughout: up to \$12 billion, total build-out, all phases.

This paper is not an attempt to re-litigate DeForest. The officials there faced a hard problem under real time pressure, and reasonable people disagree about how it was handled. My interest is forward-looking. When QTS withdrew, it said it remained committed to opportunities in the communities Alliant Energy serves across Wisconsin and Iowa. Six months on, no replacement Wisconsin site has been announced, while the company's Cedar Rapids campus, a build-out QTS puts at roughly \$10 billion, is moving along (announced in February 2025, eight months before the DeForest proposal was even public).^[2] I don't read that as Wisconsin's investment migrating to Iowa. Those two projects ran in parallel and always did. What it does say is that the pipeline moves with or without you, and a

community that isn't ready doesn't just risk a bad deal. It risks not being in the conversation at all. Other proposals are active or emerging in Rock, Ozaukee, Wood, and Kenosha counties, on top of the projects already moving in Mount Pleasant, Beaver Dam, and Port Washington. The question is not whether another proposal is coming. It's whether the next community will be ready when it does.

I'll name the tension honestly, because pretending it doesn't exist helps no one. Data centers are a real economic opportunity. Communities genuinely need new tax base and new investment, and a village that reflexively says no to everything is not serving its residents either. That need isn't just local ambition. Wisconsin's levy limits and its cap on how much new construction can grow the tax base have squeezed municipal budgets for years, and the operating referendums many communities lean on to close the gap are failing more often as voter fatigue sets in. New tax base is one of the few real levers left.

At the same time, these projects ask for a level of preparedness most Wisconsin communities simply do not yet have. The scale and speed are part of it. So are the resource demands, the confidentiality agreements, and the staff-level conversations that tend to happen before anything is announced. The scale is hard to overstate. These are not large commercial buildings; they are industrial-grade energy consumers. A typical large-scale, AI-focused data center such as the hyperscale campuses now being proposed across Wisconsin (i.e. not a small server room) can draw as much electricity as 100,000 households, and the largest next-generation campuses now under construction are projected to demand roughly twenty times that.

Global data center electricity use is projected to more than double by 2030. The International Energy Agency's base case puts it near 945 terawatt-hours, up from about 415 in 2024. The increase is driven largely by the demand for AI. The result is that the biggest campuses arrive as gigawatt-scale power requests. By one developer's own projection, the U.S. AI sector alone could need about 50 gigawatts of new capacity by 2028. To put that number in perspective, it equates to roughly twice the peak electricity demand of New York City.^[3] A request at that scale cannot be evaluated with the tools a community uses for an ordinary commercial development. DeForest didn't struggle because its leaders were

careless. It struggled because it was asked to make a generational decision with tools built for ordinary development, on a clock it did not set.

That same honesty cuts the other way, as well: it's worth being just as clear about what these facilities are not. They are capital-intensive but, comparatively, labor-light. Wisconsin's own certified projects show the pattern plainly. While Meta's \$1 billion Beaver Dam campus will generate roughly 1,000 construction jobs, permanent operations will employ just slightly "more than 100" people. At the same time, Microsoft's massive Mount Pleasant campus (where investment is set to top \$7 billion through 2028) has already outpaced initial expectations. The site brought in nearly 10,000 construction workers over two years, with its first building opening in 2026 and staffed by about 550 full-time employees. That permanent headcount is projected to approach 800 once the second Racine County facility is completed.^[4]

Eight hundred jobs represents real payroll. It is also roughly what a mid-sized manufacturer employs, against a capital investment of a different order entirely. That is not an argument against them. It is an argument about where the value actually sits. The case for hosting a data center rests on tax base, infrastructure investment, and negotiated community benefits — not on payroll. A community that expects a jobs engine will be disappointed; a community that negotiates for tax base, reporting, and grid-support commitments is negotiating for what these projects actually deliver.

The tools these facilities bring aren't only a burden to manage, either. The same AI systems straining the grid are increasingly being used to help manage it.

The gap between what these projects demand and what most communities are equipped to provide is the subject of this paper.



II. The DeForest Timeline: What Happened

The clearest way to understand the gaps is to walk the sequence, reconstructed here from primary records and public reporting — village board minutes, the Wisconsin Department of Administration determination, the Town of Vienna meeting record, and QTS's own statements. The footnotes cite those underlying documents where available, and news coverage only where a primary record was not.

Spring through early fall 2025. Village staff and QTS representatives began discussing a potential campus on farmland in the Town of Vienna. In one documented email exchange, a village planner acknowledged that advancing the approval timeline without disclosing project details would be “difficult.”^[5] Trustees were offered one-on-one meetings with the developer as early as September.

October 1, 2025. Village President Jane Cahill Wolfgram met with QTS, three weeks before the public announcement.

Late October 2025. The proposal became public, months after staff-level conversations began.

November 12, 2025. The Town of Vienna board voted 4–0 to reject a “cooperation agreement” QTS had presented. This arrangement reportedly would provide the town with roughly \$40 million over 15 years which, in exchange, would have required Vienna to support the project’s pursuit of zoning, development, and construction. About 70 residents attended and urged

rejection, citing water use and environmental impact, conflicts with the town's comprehensive plan and its goal of preserving farmland and aquifers, and a lack of transparency from the developer.^[6] QTS had first approached Vienna directly. Only after that refusal did the project move forward through annexation into DeForest. Vienna's position, in other words, was not ambiguous. The town said no, on the record, before DeForest's most visible debates even began.

November 18, 2025. QTS presented its concept plan to the DeForest Village Board at the area high school, to a standing-room crowd. By that point, the record already included the October 1 meeting and months of earlier trustee outreach with QTS (the sequence of dates that anchors the transparency gap explored in the next section).^[7]

November–December 2025. Opposition organized quickly. A “No Data Center in DeForest” group, formed that October, drew hundreds of residents into village board meetings and kept growing straight through the decision. By mid-February it had passed 4,000 followers, in a village of just over 10,000.^[8] Residents raised the loss of the farmland — roughly 1,600 acres, as it was commonly described, water and energy demands, noise and, repeatedly, the way the process had unfolded. QTS filed annexation petitions in this window. The company had also announced a reported \$50 million community-investment commitment, along with noise mitigation and viewshed buffers, as part of the same push to advance its plans.^[9] In early December the village board rejected two separate petitions and asked the developer to resubmit them as one.

December 29, 2025. QTS formally filed the annexation petition. That filing started the clock: Wisconsin law gives a municipality 120 days from a completed annexation petition to act on it. Everything that follows in this timeline happened inside that window.

January 9, 2026. The Wisconsin Department of Administration issued an advisory determination finding the annexation was not, at that time, in the public interest. Its specific finding was that the village's plan to extend sewer and water service “falls short of establishing need, capacity, and feasibility of services.” This point deserves care: the DOA determination was advisory, not

binding. The village could have proceeded under Wisconsin's annexation review statute. Its weight was political and procedural, not legal, and getting that distinction right matters to anyone reading this who advises municipalities.

Mid-to-late January 2026. Negotiations over a pre-annexation agreement reached an impasse. The sticking points were energy and water terms — most notably the village's request that roughly 70% of the project's energy come from renewable sources, which QTS would not accept. The draft agreement the village released on January 9 landed at 45%, with the developer's 750 megawatts of renewable energy credits counted toward that share.^[10]

January 28, 2026. Village staff publicly recommended rejection, calling the proposal "not feasible in DeForest." Administrator Bill Chang pointed to the DOA determination, the community division, and the village's other infrastructure priorities.

January 29, 2026. QTS withdrew, stating that "now is not the right time for our proposed project to move forward in DeForest," while reaffirming its intent to pursue other Alliant Energy communities and to continue a research partnership with UW–Madison.^[11]

February 3, 2026. The Village Board formally rejected the annexation 7–0, closing the file.

Four months, start to finish. A project of that magnitude, decided in a single financial quarter.



III. Five Structural Gaps — and What Prepared Communities Do Differently

I call these gaps, not failures, deliberately. “Failure” might erroneously be read as a verdict on the people in the room. A gap is a description of what wasn’t there to begin with, and gaps can be closed before the next proposal arrives. For each one, I’ll walk through what actually went down in DeForest, why it was significant, and how a proactive community might want to respond moving forward.

1. No data center policy framework

When the QTS proposal landed, DeForest had no zoning definition for a data center, no comprehensive-plan language addressing large-scale digital infrastructure, and no policy framework specific to this kind of use. The village was asked to evaluate a multi-billion-dollar proposal against a code written for houses, storefronts, and warehouses, under a statutory clock. Because the proposal arrived as an annexation, DeForest did have one comprehensive instrument available to it, the pre-annexation agreement, and it used it. What was missing was anything built in advance.

This is the most common gap in Wisconsin, and the most fixable. Menomoneie, after its own data center controversy, adopted a data center-specific zoning ordinance in January 2026. Look closely at what the ordinance actually did, though, and you will get the clearest illustration of why timing matters.

The January version created a separate zoning district for data centers and set the building height and setback rules that come with it. The standards residents had been asking about for months came later. Noise, light, water use, landscaping,

and what happens to the land if the facility ever shuts down all landed in a second ordinance, introduced to the council in August 2026, seven months after the first vote. The city got there. It just took two passes, and the first one happened in the middle of the fight rather than ahead of it.^[12]

What preparedness looks like: a readiness framework built before any developer makes contact. That means zoning definitions that name data centers as a distinct land use, a clear permitting path (by right, conditional, or special use), infrastructure capacity thresholds, standards for noise and water, and a community benefit agreement template the community controls, structured from the start as its own negotiated instrument rather than a condition attached to the zoning decision.

It also means drafting so that obligations attach to the entity that will actually hold them. The well-known tech companies whose names attach to these projects (aka, the “hyperscalers”) are frequently not the entities that build, own, or operate the physical campus. The development and operation of many campuses is handled by a separate set of specialist developers, often backed by private-equity and infrastructure funds and financed through project-level debt. Firms such as Apollo, KKR, and Energy Capital Partners have acquired or funded such developers to build campuses for the large tech tenants. DeForest’s own proposal illustrates why the distinction matters for drafting: QTS, the developer behind the campus, is owned by Blackstone, which took it private for approximately \$10 billion in 2021. This multi-ownership structure, as one Brookings analysis notes, “makes it difficult to attribute responsibility for long-term energy demand, procurement, and efficiency investments.”^[13] The practical consequence for a community is enforceability: a zoning condition or community benefit agreement is only as good as its hold on the party that will actually be on the ground in ten years. A prepared framework identifies the owner, the operator, and the end-user tenant early, in the drafting stage, and binds the right one to each commitment before anything is signed.

None of this requires a proposal on the table. In fact, all of it is far harder to assemble once one is.

2. The transparency gap eroded trust before the conversation started

Village staff engaged with QTS for months before residents learned of the proposal. That early contact, on its own, is unremarkable. Developers routinely work through feasibility and code questions with staff well before any public involvement, and a prepared community should expect and welcome it. What DeForest lacked wasn't the contact, it was a policy that said when and how that contact would become public. When the announcement finally came, the first question wasn't "is this a good project?" It was "what was decided without us?" That question, once asked, colors everything after it.

The timing made it worse. DeForest's controversy ran alongside reporting that at least four Wisconsin communities, and likely more, had signed nondisclosure agreements with data center developers, some more than a year before any public announcement.^[14] DeForest had no formal NDA, and the correspondence was subject to open records law throughout. But months of non-public staff discussions produced a similar practical effect, and to residents the distinction was invisible.

There's a useful counter-example, and it comes with a caution attached. Port Washington declined to sign an NDA and its project moved forward anyway, which is the encouraging half. The caution is that declining an NDA and actually being open are two different commitments, and a community that treats the first as proof of the second risks being caught unprepared. The lesson is not that confidentiality is always avoidable. It's that a community can set terms on its own openness without losing developer interest, provided it has decided those terms in advance. An equally valuable lesson? Residents will judge you on the practice, not the paperwork.^[14]

What preparedness looks like: an engagement policy that defines when and how the public is informed about large-scale development inquiries, and an explicit NDA policy stating what confidentiality the community will and won't accept. Both should exist before a developer ever asks. A community that has already decided how open it will be never has to improvise that decision under pressure, which is exactly when trust is easiest to lose.

3. Staff capacity was overwhelmed by scale and complexity

DeForest has roughly 12,000 residents. It was asked to simultaneously evaluate annexation, coordinate across the Town of Vienna, Dane County, the regional planning commission, the DOA, and the DNR, assess utility infrastructure and fiscal impact, weigh environmental considerations, and negotiate community benefits. The village did secure a reimbursement agreement with QTS to fund outside experts, which was a sensible move, but that engagement began only after the proposal arrived. This meant the experts were learning the village while the clock ran.

A prepared community has already named its advisory team: a pre-identified set of planning consultants, municipal land-use counsel, environmental and fiscal analysts. A team who can be mobilized in days, not weeks. The strongest version is a standing relationship with advisors who already understand the community's comprehensive plan and infrastructure, so that when a proposal lands, the work begins at speed instead of starting from a blank page. The difference between ramp-up measured in days and ramp-up measured in weeks is, in a 120-day process, often the difference between a decision and a scramble.

4. Infrastructure feasibility was assessed too late

The DOA's finding — that the village hadn't established the need, capacity, and feasibility of extending water and sewer service — arrived on January 9, 2026, about three weeks before the project collapsed. But the underlying condition was there from the first day. The site sat outside the village's approved sewer service area, so any extension would have required amendments through the regional planning commission and the DNR. What changed between October and January wasn't the requirement, it was how much political energy had been spent by the time it surfaced.

It's worth separating two distinct resource questions that "water and sewer" can blur together. The first is the one the DOA flagged: can the municipal system physically deliver and treat service to the site? The second is larger and easy to miss — the facility's own ongoing consumption. The advanced chips that run AI generate extreme heat, and cooling them has historically been a major draw on

water. U.S. data centers consumed an estimated 17.4 billion gallons directly in 2023, the large majority of it at hyperscale and colocation facilities, and direct consumption was projected to reach 38 to 73 billion gallons annually by 2028, with hyperscale facilities alone accounting for roughly half of that.^[15] A campus can clear the service-delivery question and still place real long-term strain on an aquifer or municipal supply. Both questions belong in the assessment.

Here I have to update my own argument, because the technology moved while this paper was being written. The water case against data centers that is most often cited publicly rests largely on evaporative cooling, and the largest operators are walking away from it. Microsoft has said every facility it designed after August 2024 will use a closed-loop, zero-water-evaporation system (filled once during construction and then recirculated) and it is piloting that design at Mount Pleasant this year. Oracle has committed to closed-loop cooling at upcoming campuses including its Wisconsin site, and the Cedar Rapids campus QTS is now building uses a water-free design.^[16] If you are a Wisconsin community evaluating a proposal in 2026, there is a fair chance the campus in front of you will consume far less water than the projections above would suggest, and a developer will tell you so.

Two things keep that from being the end of the argument, however. The first is that closed-loop is not free — it trades water for electricity. Microsoft acknowledges the shift to mechanical cooling raises power usage, and a facility that stops drawing water does not stop drawing power from the same grid your residents are on. The second is that the industry has not actually converted. By most estimates the large majority of data centers worldwide still cool with water, the new designs mostly arrive with new construction, and a one-time fill at hyperscale volume is still a real number your utility should size for.

So the honest position is neither the alarm nor the reassurance. Ask what cooling technology this specific campus will use, get the answer in writing with the annual draw attached, and write the standard into your agreement rather than trusting the trend. A developer offering closed-loop should have no objection to committing to it.

Two further realities should shape how early this work happens. First, the electrical side is rarely just a connection. Hooking up a hyperscale facility to the grid often requires entirely new high-voltage transmission lines and substations, and some industry estimates put the current wait to interconnect in mature North American and European markets at seven to ten years, with some projects facing up to thirteen. That timeline sits in obvious tension with a 120-day annexation clock. Second, demand from these facilities concentrates geographically rather than spreading out, so a single campus can come to dominate local load. Energy consumption by data centers is increasingly concentrated in mature markets: national electricity share has hit 21% in Ireland (soaring to nearly 80% in the Dublin cluster) while Frankfurt, Germany, has seen local demand reach 42%. Those figures are international and illustrative, not Wisconsin numbers, but the warning travels: a concentrated large-load user has the potential to push a local grid past its safe operating margins. One industry projection suggests seven of the thirteen major U.S. grid regions could be operating below critical safety margins by 2030.^[17]

Wisconsin now has a case that makes the first of those concrete, and the thing that stopped this project was not opposition. It was paperwork. On August 6, 2026, the PSCW voted unanimously to revoke the completeness determination it had issued in December 2025 for American Transmission Company's Ozaukee County Distribution Interconnection Project, the roughly \$1.39 to \$1.67 billion build meant to serve the Oracle, OpenAI, and Vantage campus in Port Washington. ATC's own lawyers told the Commission the agency had never revoked a completeness determination before. It did anyway. ATC had filed or refiled 564 application documents after that December determination. By then the Commission's environmental affairs coordinator had testified he could recall no comparable case, and the administrative law judge had called the volume an unreasonable burden on staff and the public. The vote is not a denial. It closes the case, restarts the 180-day review clock, and sends ATC back to file a new application from the beginning. ATC had planned to break ground in December of this year. That is now gone, and the delay is the expensive part.^[17]

The line worth carrying out of that room is the chair's own. Summer Strand, who was careful to say the Commission is not hostile to data centers or to

transmission, called it “a cautionary tale of when unrealistic and unreasonable speed-to-power expectations collide with a deliberative regulatory process.” Read that from a village boardroom and it cuts two ways. The timeline pressure a developer brings to your table is real, and it is not yours to absorb. And when you are told the grid connection is handled, treat that as a question with a factual answer: what stage is the transmission proceeding actually at, has the application been amended since it was filed, and what happens to your agreement if the power shows up two years after the building does?

One caution belongs here too: newer chips and cooling systems are genuinely more efficient — Google reported cutting the median energy per AI prompt by a factor of 33 in a single year. But efficiency rarely lowers total demand. Economists call it the Jevons paradox — make a resource cheaper to use, and people use more of it, not less. The same Google disclosure makes the point: even as per-prompt energy fell sharply, the company’s absolute data center electricity use grew 27% year-over-year.^[18] A more efficient facility tends to process more queries, not draw less power overall. Build your capacity assessment around projected total load, not around per-unit efficiency gains alone.

The fix is an infrastructure capacity assessment done before any proposal arrives.

What can your water and wastewater systems actually support, and what is your electrical grid capacity? Where are the limits, what would it cost to expand them, and who pays? Press the “who pays” question hard on the electrical side in particular: if new transmission or substation capacity is required, a community needs to know early whether those costs land on the developer or on ratepayers. A community that can answer those questions on day one can either resolve a constraint early or recognize a deal-breaker before it costs credibility, discovering it three weeks before the end.

On that “who pays” question, communities in the state have firmer ground to stand on than they did even a few months ago. The Public Service Commission of Wisconsin (PSCW) acted this spring on two large-load rate matters and held to the same principle in both: a very large customer pays for the infrastructure built to serve it, and existing customers do not subsidize that load. The Commission approved Wisconsin Electric Power Company’s (We Energies) “Very Large Customer” and “Bespoke Resources” tariffs in May, making such tariffs mandatory

for any customer whose load forecast reaches 100 megawatts, or more. These tariffs were enacted, in the Commission's own words, to ensure those customers "pay for the infrastructure investments needed to serve them and avoid cross subsidization by other customers."^[19]

In June, it approved an individual rate agreement between Wisconsin Power and Light, Alliant Energy's Wisconsin utility, and the roughly \$1 billion Meta campus in Beaver Dam (the project this paper flagged at the outset for its modest permanent headcount).^[20] That case is a clean illustration of where the value in these projects actually sits: the real negotiation ran through the rate base and the cost allocation, not the payroll.

Together the two decisions are a useful anchor in a local conversation about who absorbs the cost of new capacity. A state regulator has already drawn that line once, on the record. This comes with a caveat, however. These decisions govern the rate relationship between the utility and the customer, and they are not a substitute for the municipal feasibility work above. Your water and sewer math, and the cost of any local infrastructure you would extend, still belong to you.

A third version of that line has been proposed, and no customer asked for it. In July, Madison Gas and Electric filed its own Very Large Customer and Bespoke Resources tariffs, built on the same structure and the same 100-megawatt threshold the Commission approved for We Energies. The application states the principle without hedging: the structure is designed "so that growth pays for growth," and "the customer whose load drives the need for new facilities, resources, and transmission-related obligations is responsible for those costs." What makes the filing worth noticing is the timing, and MGE is unusually direct about it. The company told the Commission it has no immediate requests for service from loads above 100 megawatts, though it expects them, and that the moratoria its communities have enacted "offer MGE and the Commission a timely opportunity to establish electric rate structures before these loads materialize, rather than after costs or obligations have already been incurred." It asks for a decision by January 31, 2027, which it says "should also generally complement the timing for data center moratoriums and ensuing ordinances to be enacted by our communities."^[19] I'd sit with that, because it is the same move this paper asks

of communities, made by the utility on the other side of the table. Write the terms while the room is still empty.

5. The community had no structured voice until it organized in opposition

Public engagement in DeForest was reactive. There was no structured channel for resident input until residents built one themselves. In opposition. The “No Data Center in DeForest” group was effective in achieving its goal, but the adversarial frame meant there was never a constructive forum to ask whether a smaller project, a different site, or a different set of conditions might have worked for both sides. Opposition became the default tool because nothing else had been built.

A prepared community builds an engagement framework that opens structured channels for input from the start. Not just public comment at board meetings, but facilitated information sessions, surveys, and advisory structures. It is equally as important that such efforts are paired with a plain-language public-education component that gets ahead of any potential misinformation these fights can attract, so residents are working from the same facts the staff and the developer have. When people are heard early, they are more likely to engage constructively. When they feel blindsided, opposition is the only instrument left in the drawer. Most of the heat in DeForest wasn’t about data centers in the abstract. It was about being told late.



IV. The Broader Wisconsin Context

DeForest is not an isolated story, and that's precisely why it's worth studying.

The pattern is repeating. Menomonie, Greenleaf, and Caledonia have all seen data center proposals stall or collapse after community pushback, with confidential pre-announcement engagement and a lack of preparedness running as common threads through each.^[21] And each community largely built its response from scratch, in real time, under pressure. In short, each was forced to relearn the same lessons DeForest had already learned. And the wave is national, not just local. Data Center Watch counted at least 75 projects worth roughly \$130 billion blocked or delayed in the first quarter of 2026 — as much as all of 2025 — while the number of organized opposition groups more than doubled, from 396 at the end of 2025 to 833 by March, now active in 49 states.^[22]

The legislative vacuum has not been filled. Assembly Bill 840 — which would require closed-loop cooling and annual water-use reporting to the DNR — passed the Assembly 53–44 on January 20, 2026 and was recommended for concurrence by the Senate Committee on Utilities, Technology and Tourism on a 3–2 vote in March. It never reached the Senate floor. When the Senate wrapped its last general-business floor period without voting on it, or on any other data center bill for that matter, AB 840 failed with the session on March 23, 2026 — not stalled, failed.^[23] The proposed ban on local-government NDAs cleared committee and likewise died there. The Democrat-backed alternative, with prevailing-wage, renewable-energy, and stronger reporting provisions, did not advance. The legislature does not return in regular session until January 2027, and while some members have called for an extraordinary session on data centers, none had been convened as of this writing. The practical consequence for any community

reading this: there is no statewide framework, and there will not be one this year. The rules you operate under are the rules you write for yourself.

AB 840's two central planks were responding to real problems, and those problems don't disappear just because the bill died. Closed-loop cooling addresses the water-consumption strain described above. Mandatory annual water-use reporting addresses a deeper gap: at present, technology companies face few if any requirements to disclose the energy or water used by their AI operations in a consistent, comparable, and verifiable manner, and the voluntary disclosures that do exist use inconsistent methodologies. This makes the true footprint genuinely hard for any regulator to verify.^[24] (The EU AI Act is a notable exception, requiring some energy-consumption reporting from providers of general-purpose AI models.) A community cannot count on the state to supply any of these protections right now. It can, however, write each of them into its own development agreements.

That instinct is the right one, and it holds for zoning, water, and disclosure. But, as discussed earlier, the ratepayer-protection piece is the one place the picture has already shifted: the PSCW has taken the hardest, most technical question — who pays for the power — and started to answer it. That's not to say the community's job has shrunk all that much. The Commission sets the terms between the utility and the data center; it does not write your zoning, your water terms, or your community benefit agreement. On the question of "who pays," however, a community is no longer entirely on its own.

The tax exemption created an asymmetry. Wisconsin's sales-tax exemption for certified data centers is projected to forgo roughly \$1.5 billion in state sales tax across the four projects already certified (for which, announced investment tops \$36 billion through 2028), plus an estimated \$369 million more each year, once those facilities are operating. This comes without any parallel statewide planning or regulatory framework for the communities hosting these facilities.^[25] The state has built an incentive to attract these projects faster than it has built guidance for managing them. That gap is closing everywhere but in Wisconsin, at least in intent: nationally, data center legislation has flipped from incentive to regulation in the space of about three years, and of the 262 state data center bills introduced in

2026, only 61 dealt with incentives at all.^[26] Wisconsin wrote the incentive and has not yet written the rest.

The next wave is already here. The counties named at the outset — Rock, Ozaukee, Wood, Kenosha — are where the next round is forming. QTS said on withdrawing that it remained committed to Alliant Energy communities in Wisconsin and Iowa. Six months later it has broken no new Wisconsin ground, but that statement stands on the record. None of this is hypothetical or distant. And proximity cuts one way: a cluster of existing projects signals to developers that the permitting path, the grid capacity, and the local comfort level are already established, which makes the next proposal in that territory more likely, not less. Ozaukee County is the case in point, and it actually cuts both ways. It has a campus under construction in Port Washington, the kind of signal that draws the next proposal. It also just watched the transmission project meant to serve that campus get sent back to the start of its review.^[17] A community there should plan for more company and less certainty at the same time.

The clean-energy market is part of the calculation. This dynamic often plays out in ways local communities do not foresee. To meet their own sustainability targets, the large tech buyers are aggressively procuring renewable power. In 2024, Big Tech accounted for roughly 43% of all clean-energy power-purchase agreements signed globally, and some are now buying nuclear output directly (Amazon's campus adjacent to the Susquehanna plant in Pennsylvania, and Microsoft's deal to restart part of Three Mile Island). That concentrated demand is estimated to have pushed the average price of clean-energy contracts up by about 35% in 2024.^[27] The DeForest impasse over a 70%-renewable-sourcing requirement, in that light, wasn't a one-off negotiating quirk. It sits on top of a structural market dynamic. Clean-energy investment in a region is a real economic positive — concentrated corporate procurement has helped expand regional renewable supply, not just compete for it. But it also means a very large buyer next door can move local prices, and a community is better served knowing that going in than discovering it mid-negotiation.

Public opinion has shifted, and it keeps moving. The Marquette Law School Poll has now asked this question four times in nine months, and outside of a flat reading in March, the line has moved one way. The share of Wisconsin voters who

believe the costs of large data centers outweigh the benefits went from a slim majority in October 2025 to roughly seven in ten by February, and stood at 76% against 22% in the poll fielded in July 2026.^[28] What changed most recently is where the movement is coming from. Through the winter it was independents and Democrats doing the moving while Republican opinion held nearly flat. By July, Republicans had shifted twelve points, as well, and majorities of every party, age group, and income level now land on the costs side. There is no longer a partisan lane to stand in. For an elected official, that creates exposure in both directions: saying yes carries political risk, but so does saying no to investment a community may need. The only defensible position in that environment is a decision made through a clear, documented framework, one you can stand behind regardless of which way it lands.

And communities have started writing their own pause button. Through the first half of 2026, a wave of Wisconsin municipalities and counties did the one thing fully within their power while the state stayed silent. They hit pause, and the wave is still building. Madison adopted a one-year moratorium on large data centers in January; the Town of Westport followed in April with a one-year cap that named the DeForest-QTS controversy as its reason; the Town of Cassville went further, banning data centers outright for two years across the township.

At the county level, Manitowoc and then Dane enacted 18-month moratoriums within weeks of each other this spring. June alone added the City of Superior and the Village of Wrightstown on the same night, and Greenville followed in July; and Milwaukee took up a zoning proposal that would bar facilities over 60,000 square feet absent a site-specific rezoning, and regulate the rest. The Village of Baldwin and Door County are reported to have acted as well, Oneida County's pause advanced to its full board in July, Dodge County's board has signaled support for eighteen months, and residents in Monroe County are petitioning for the same. Superior is the one I'd point to, because it had no proposal in front of it at all. A council member said plainly that communities have been blindsided and his city didn't yet have a zoning definition for what a large data center even is.

The failures are as instructive as the successes: Brown County's committee declined a countywide pause because every municipality within it sets its own zoning, which would have rendered the measure moot. This serves as a reminder

that in a home-rule state, this authority lives at the local level, not the county one. Port Washington, already hosting a campus under construction, reached for a different tool entirely, with voters approving the nation's first referendum requiring public sign-off on future large tax-increment deals.^[29]

I want to be careful about what this wave means, because it's easy to read it as a verdict on data centers, and I don't necessarily believe it is. A moratorium is rarely a community's goal. It's what a community reaches for when it has no framework, no process, and no trusted way to engage — the blunt instrument you grab when the precise ones were never built. Read that way, the spread of these pauses is some of the strongest evidence in this paper that DeForest was not an outlier. Communities are improvising three different tools — a ban, a pause, a financing check — to buy themselves the time and footing a readiness framework would have given them from the start. The aim of everything that follows is to make the pause unnecessary.

And the Town of Vienna's role belongs on the record. The annexation would have pulled roughly 1,572 acres out of an existing municipality^[1] with its own residents and its own voice. Vienna used that voice clearly: a 4–0 vote against the cooperation agreement, grounded in comprehensive-plan conflicts, water and environmental concerns, and doubts about the developer's transparency (not mere timing or process) before the DeForest debate peaked. Any community that shares a border with a potential host site should take the point seriously — annexation is not a two-party negotiation between a developer and one village. The neighbors may have standing, and if so, seem prepared to use it.



V. What Communities Should Do Now: A Practical Roadmap

None of what follows requires a proposal on the table. In fact, all of it is far cheaper and far stronger if built in advance.

IMMEDIATE — THE NEXT 0 TO 3 MONTHS.

Start with a data center readiness audit: an honest look at your zoning ordinance, comprehensive plan, infrastructure capacity, and fiscal tools. Are data centers even defined as a land use, and what approvals would one require? Do your water and energy systems have room for a large-load user? Assess water on two axes — can the system deliver and treat service, and can your supply absorb the facility's ongoing cooling demand, given the specific cooling technology proposed? And assess the grid for both available capacity and the cost and lead time of any new transmission or substation work a large-load user would trigger. What is your NDA policy? If you don't have one, what would you actually agree to?

A fair objection arrives here: how does a village of 12,000 pay for any of this before a developer, and a reimbursement agreement, is on the table? The honest answer has two parts. Most of the immediate work is low cost by design. A readiness audit reviews documents you already own, and the heavy expert work still arrives with the proposal, funded then, potentially, as DeForest funded it. For the in-between work (drafting zoning provisions, building an engagement policy, and the like) look first to capacity you can share rather than buy. Your regional planning commission and county planning department already hold much of this expertise and exist to extend it to member communities. Neighboring municipalities facing the same wave can split the cost of a shared ordinance

template or a joint advisory retainer. And state and philanthropic planning grants periodically fund exactly this kind of forward zoning and comprehensive-plan work. None of these fully removes the cost. Together they make it a budget line a small community can realistically carry, which is the point: preparedness is cheaper than the scramble. But it is not free, and pretending otherwise would undercut the argument.

Then decide your NDA and early-engagement policy, which may mean deciding not to sign one. Decide, in writing, what confidentiality you will and won't accept before a developer asks, and commit to notifying the public within a defined period after a formal inquiry. Port Washington's experience shows declining an NDA is achievable without scaring developers off.

And identify your advisory team now. Know which planning firm, legal counsel, environmental and fiscal analysts you would call if a proposal arrived tomorrow. Establish those relationships before you need them, so the work starts at full speed instead of at orientation. I'll be direct about my own position because this paper asks communities to value transparency and the same standard applies to its author. Nasc Consulting works with more than one side of this table — advising communities and, at times, the utilities and firms navigating these projects alongside them. A community that follows this roadmap may well end up hiring advisors, possibly including firms like mine. That is exactly why I have pointed throughout to resources that cost nothing: peer communities, the League of Wisconsin Municipalities, the regional planning commissions, and public-domain agreement templates. Use them first. Bring in paid help where the stakes and the complexity genuinely warrant it — and when you do, negotiate that engagement with the same rigor this paper urges you to bring to the developer.

NEAR-TERM — 3 TO 6 MONTHS.

Develop data center zoning provisions with your planner and attorney: definitions, use standards, an approval path, and site-specific standards for noise, lighting, setbacks, screening, water use, energy source, and backup generation — emissions, fire suppression, and run-time limits, an area several states are now tightening.

That list looks straightforward, and most of it is. But a few of those items behave differently than people expect once someone actually drafts them, and the communities that get tripped up are the ones that found out after the ordinance was written. So rather than hand you conclusions I'm not equipped to give, let me name the questions I'd want on the table in that first session with your planner and your municipal attorney. These questions become yours, while the answers belong to the people you surround yourself with.

The first question is what your zoning can actually reach. Wisconsin's conditional-use rules are stricter than most boards assume, and the piece that catches people is this: if an applicant agrees to meet every condition you've written, you issue the permit.^[30] Your conditions turn out to be the whole of your position. Which means the drafting session is the negotiation, and it happens months before anyone sits down at a table.

That has a practical consequence for the energy question in particular. What a data center buys from its utility is a procurement decision. It isn't a characteristic of the land, and nobody can read it at the property line. What zoning handles comfortably is the physical footprint of energy on the site: where the generators sit, how they're screened, how loud they are at the lot line, what hours they may be tested, how much fuel is stored and where, where on-site generation or battery storage may go. Ask your attorney early which of your standards zoning can carry, and plan on taking the energy mix to the negotiating table instead.

DeForest's own experience makes that point better than any hypothetical, though not in the way it usually gets told. The village pursued its 70% renewable-sourcing request as a term of a binding pre-annexation agreement, negotiated ahead of the annexation petition, the comprehensive plan amendment, the rezoning, and any conditional use permit. The draft that emerged carried 45%, and the gap between the two was among the items staff cited in recommending rejection.^[10] The sequence is the lesson, not the number. Note where the number lives: not in a zoning condition, where the village would have had to defend it as reasonable and measurable, but in an agreement negotiated before the zoning decision was ever taken up.

The second question is whether each standard belongs in your zoning code at all.

Some won't. Construction standards run into the state's commercial building code, which is why closed-loop cooling and fire suppression need to be written with your attorney rather than around your attorney — the same objective framed as a performance standard, or captured in a development agreement, tends to carry far less exposure. Air emissions sit behind a different door entirely, and in Wisconsin that's a question for the county, not the village. And some standards (operational noise, hours, licensing, reporting) may hold up better in an ordinance passed outside the zoning code, where the conditional-use rules don't reach.^[30]

I want to be careful about the limits of what I'm offering here. This is a map of where the questions live, not an answer to any of them, and none of it is settled ground. Put it in front of your own municipal attorney early. The cost of asking in month two is a conversation; the cost of asking in month fourteen is an ordinance.

Consider building operator-obligation tools directly into those provisions. Some jurisdictions facing this load have moved past pure permitting toward performance requirements. Ireland's energy regulator now requires data center applicants to demonstrate on-site power-generation capability and the flexibility to reduce demand during periods of grid stress, explicitly shifting the grid-stability burden from the public utility onto the private operator. The Netherlands went further at one point, imposing a temporary moratorium on new hyperscale permits to assess grid impact.^[31]

Wisconsin communities have now reached for that same tool at home, and the mechanics deserve as much attention as the decision. A pause is not a form you file. Cities, villages, and towns work under a statute with real procedural requirements — a supporting expert report, a public hearing, specific ordinance content, and a hard ceiling on duration — and counties fall outside that statute entirely, which is why Manitowoc and Dane counties built their pauses around permit applications instead.^[32] Ask early which tool your form of government can actually use, because that answer shapes the timeline. And whichever one fits, the difference between a pause that strengthens your position and one that simply delays the problem is whether you use the months to build the framework.

Closed-loop cooling deserves its own look, because the state came close to requiring it and then didn't. AB 840 would have mandated it. The bill passed the Assembly 53–44 in January 2026, cleared its Senate committee 3–2 in March, and died when the Senate adjourned without a floor vote.^[23] Absent an extraordinary session, nothing is coming from Madison before January 2027, so if you want that standard, you write it. And decide deliberately whether these projects should be permitted by right, by conditional use, or by special use with public hearings.

Create a community benefit agreement template, customized to your community's values and fiscal needs, so that when a developer arrives you are negotiating from your document rather than reacting to theirs. How you structure and time that agreement matters as much as what goes in it, which brings us to the third question.

The third question is how you keep the agreement and the approval separate.

Wisconsin draws a hard line here, and it is much older than any data center. A community cannot bargain away its zoning authority. It can't promise to zone in exchange for something, and an ordinance passed to honor that kind of promise doesn't survive. What a community can do is be persuaded. If a developer volunteers commitments about how the land will be used, or accepts restrictions you suggested, and those commitments move you, the decision stands. The distinction is whether you traded, or whether you were convinced.^[30]

The practical structure follows from that, and it belongs in the drafting conversation rather than the negotiating one. Negotiate the agreement as its own instrument and finish it before the zoning decision rather than as the price of one, saying inside the document that it obligates the community to grant nothing. Where obligations should run with the land, take them as recorded covenants, so the commitment outlives whoever happens to be operating the building in ten years. Then let the zoning decision stand on its own record, which is what the law asks of it anyway.

The fourth question is what the money is actually paying for. This is the one I'd most want raised before anyone drafts a number, because it's the least intuitive. Payments and in-kind commitments attached to an approval have to connect to a real impact of the project and stay roughly proportional to it, which makes the

defensible practice tying every dollar to a documented impact rather than to the size of the capital investment.^[30] Separately, payments that recover the cost of public facilities run through Wisconsin's impact fee process and its own accounting requirements, while benefits that aren't cost recovery — scholarships, workforce programs, a community grant fund — sit outside it. Ask which of your asks is which, early, and let your attorney sort them.

Write enforceable, standardized reporting into that template. Because federal and international reporting standards for data center energy and water use are largely voluntary and inconsistent, the most reliable way for a community to know a facility's actual footprint is to require it — specific, audited, recurring energy and water-use reporting, written into the agreement as a binding term rather than left to corporate disclosure. Useful reference points already exist for the metrics themselves, such as the ISO/IEC 30134 series of data center efficiency indicators (power, water, and carbon-usage effectiveness).^[33] Tie each reporting and sustainability obligation to the operating entity, not just the named tech tenant, so the commitment survives the ownership structure.

There are usable starting points in the public domain — the NAACP's data center CBA template, the Sabin Center's CBA database and its best-practices guidance, Brookings' case for why these agreements matter, and deployed agreements from cities like Lancaster, Pennsylvania, and Cedar Rapids and West Des Moines, Iowa.^[34] One provision is worth lifting from the wider benefit-agreement record in particular: write the agreement so it binds to the facility regardless of who owns it. The Stillwater Good Neighbor Agreement in Montana is the model researchers point to. It has held across changes in the mine's ownership because the commitments attach to the operation, not the signer, and it answers directly the enforceability problem the multi-owner structure described earlier creates.

Scrutinize, too, the length of any tax abatement and the triggers that start it, because a long one is very hard to undo once signed. The cautionary case is an 80% property-tax break running as long as 35 years across a five-phase build, negotiated by a Texas city with Meta. When residents later pushed to unwind it, the council voted 5–3 in June 2026 to leave it in place, with officials warning that termination could expose the city to losses reported in the hundreds of millions.^[35] The lesson is the term length, not the tenant — this paper cites Meta favorably

elsewhere, in Beaver Dam, which is exactly why abatement length deserves scrutiny on its own, separate from who's asking for it. And because the permanent employment these facilities create is modest relative to the capital involved, resist anchoring an agreement to job-count promises. Tie it instead to the durable terms (tax-base guarantees, audited reporting, and operating commitments) that survive after the ribbon-cutting.

Then integrate all of it into your comprehensive plan, so your land-use vision actually addresses large-scale digital infrastructure — where it might fit, where it should be excluded, and on what conditions.

ONGOING.

Connect with peer communities. The hard-won lessons from DeForest, Menomonie, Beaver Dam, Port Washington, and Mount Pleasant are available to anyone willing to ask. The League of Wisconsin Municipalities, the regional planning commissions, and county planning departments in the active corridors are all natural venues for that exchange.

Keep tabs on what's going on inside the State Capitol, and engage in it. AB 840 and the NDA ban are both dead for this session, which means the next real opening is January 2027 unless an extraordinary session is called before then. That is a long runway to make your community's experience useful to the people who will write the statewide rules, and the communities that show up with a working framework and a record tend to get listened to. Stay close to it through your professional associations.

And watch the PSCW, because in 2026 it became the more active venue. The large-load rate frameworks the Commission approved this spring (We Energies' Very Large Customer tariff and Alliant Energy's Beaver Dam agreement) will shape what every future Wisconsin data center pays for its power, and the Commission has already directed a utility to bring forward a standalone large-load tariff for any customer of 100 megawatts or more. Madison Gas and Electric has since filed the same framework on its own initiative, with no customer to apply it to, which is a fair signal that the 100-megawatt threshold is becoming the statewide default rather than a We Energies-specific arrangement.^[19]

Those terms ripple straight into your negotiations. When the Commission requires a utility to account for a data center's costs separately, to ensure existing customers can see they are not absorbing them, a community can ask for that same clarity in its own agreement while pointing to the Commission's own record as the reason it is reasonable.^[20] Other states are converging on the same answer. Kansas regulators reached the same principle by a different route, and with sharper teeth — a standing rate that puts very large users on a long-term contract, makes them pay for most of the capacity they reserve whether they use it or not, and assigns them the cost of any system upgrade built solely to serve them.^[36] A Wisconsin community can cite either approach as precedent for the same principle.

Watch the transmission dockets too, not just the rate ones. The Commission's August 2026 decision sending ATC's Ozaukee County Distribution Interconnection Project back to a fresh application is the clearest evidence yet that a data center's power supply is not settled the day a developer announces it. A proceeding in a county you have nothing to do with can reset your project's timeline, and nobody involved in it will think to tell you.^[17]

Look for the mutual-benefit opportunities, not just the risks. The same AI tools that make these facilities so power-hungry are also good at managing power. In one field trial at an Oracle data center, an AI workload manager cut the facility's power draw by 25% for three hours during a grid-stress event, pausing less time-sensitive jobs and rerouting queries to other regions, without degrading service. And a Duke University study found that if data centers nationwide limited their power use during just the few highest-demand hours each year, the U.S. grid could absorb roughly 100 gigawatts more data center load without building new power plants.^[37] A community negotiating from a position of preparedness can put flexibility and grid-support commitments like these on the table as community-benefit terms, turning a large-load liability into a partnership that strengthens the broader municipal grid.

And maintain readiness. Data center development moves in cycles, but the underlying demand is structural and not going away. A framework built now will serve you whether the next proposal comes this year or in five.



VI. Conclusion: Prepared Communities Get Better Outcomes

What happened in DeForest was not inevitable. It came from a set of gaps: no policy framework, no transparency protocol, no advisory team standing ready, no early infrastructure assessment, and no structured way for the community to be heard. Every one of those gaps can be closed. More to the point, they can be closed before the next proposal arrives, which is the only time closing them is easy.

A prepared community isn't one that says yes, and it isn't one that says no. It's one that can make either decision on its own terms, from its own framework, at its own pace, and explain that decision to its residents with a straight face. That is what DeForest was never given the chance to do, not because its people lacked judgment, but because the structure its leaders needed had never been built.

Wisconsin is early in this. The choices communities make now — about frameworks, about openness, about how residents are brought into the room — will shape how the state handles digital infrastructure for a generation. The communities that do the work before the developer calls will be the ones that come through with their trust intact and their interests protected. The most important work tends to happen in the connections between people, the village and its neighbors, the staff and the residents, the present decision and the next one. That work is always easier to do before the pressure arrives than during it.

Rob Crain · Nasc Consulting · rcrain@nascconsulting.com · 608.444.8519

Building the Links That Matter.



LESSONS FROM DEFOREST

Notes

Endnotes 1–37. In-text markers appear as bracketed superscripts and link to their note.

1. Acreage of the proposed annexation. The DeForest Village Board voted 7–0 on February 3, 2026 to reject the direct annexation of 1,572.5 acres from the Town of Vienna, the step the QTS proposal depended on. Village Administrator Bill Chang told the board that staff recommended rejection after pre-annexation negotiations stopped trending toward terms that benefited the village, and the village received a letter from QTS withdrawing its comprehensive plan amendment and rezoning applications after the staff recommendation was released. Renee Aldana, “Village of DeForest board unanimously rejects annexation tied to QTS data center,” WKOW (February 3, 2026), https://www.wkow.com/news/top-stories/village-of-deforest-board-unanimously-rejects-annexation-tied-to-qts-data-center/article_99466eb5-860f-4072-af23-4bd063bce2e9.html. The “roughly 1,600 acres” figure used in contemporaneous coverage and in residents’ own descriptions is a rounding of the same parcel total; both appear in this paper where each was the number in the room at the time. Verified August 2026.
2. QTS withdrew the DeForest proposal on January 29, 2026, stating it remained committed to executing on opportunities in communities Alliant Energy serves across Wisconsin and Iowa. Three dates sit close together here and describe three different acts: the January 29 public withdrawal statement, the letter withdrawing the comprehensive plan amendment and rezoning applications after village staff released its recommendation, and the Village Board’s 7–0 rejection of the annexation on February 3, 2026, recorded in note 1. In the months following, QTS broke ground on a data center campus in Cedar Rapids, Iowa — a project developed with the City of Cedar Rapids and Alliant Energy in the Big Cedar Industrial Center, announced by the City in February 2025 as a minimum \$750 million commitment, with QTS’s own subsequent release and later coverage putting the full seven-building build-out at roughly \$10 billion — and U.S. Energy Secretary Chris Wright toured the Cedar Rapids campus in April 2026 alongside QTS, Alliant Energy, and Blackstone executives. As of late July 2026 the company had not publicly announced a replacement Wisconsin site. City of Cedar Rapids, “City of Cedar Rapids, Alliant Energy, and QTS Collaborate on New Data Center Campus in Cedar Rapids,” https://cedar-rapids.org/news_detail_T6_R2180.php; DatacenterDynamics, “QTS breaks ground on data center campus in Iowa,” <https://www.datacenterdynamics.com/en/news/qts-breaks-ground-on-data-center-campus-in-iowa/>; KCRG, “U.S. Energy Secretary tours QTS data center, addresses utility, water concerns” (April 24, 2026), <https://www.kcrg.com/2026/04/24/us-energy-secretary-tours-qts-data-center-addresses-utility-water-concerns/>. The absence of a Wisconsin announcement is a negative finding as of the date of writing and should be re-checked before relying on it. Verified July 2026.

3. International Energy Agency, Energy and AI (April 2025), Executive Summary — data centres consumed approximately 415 TWh (about 1.5% of global electricity) in 2024, projected to more than double to roughly 945 TWh by 2030 in the base case; the “100,000 households” and “≈ twenty times” campus comparisons are drawn from the same report. <https://www.iea.org/reports/energy-and-ai/executive-summary>. The projection that the U.S. AI sector alone could need ≈ 50 gigawatts of new capacity by 2028 (≈ twice New York City’s peak demand) is from Anthropic, “Recommendations to OSTP for the U.S. AI Action Plan” (March 2025), <https://assets.anthropic.com/m/4e20a4ab6512e217/original/Anthropic-Response-to-OSTP-RFI-March-2025-Final-Submission-v3.pdf>. Both verified against the primary sources, June 2026. (Synthesized in Tanner et al., Brookings, April 10, 2026.)
4. Operational-staffing figures for Wisconsin’s certified projects illustrate the capital-intensive, labor-light profile of these facilities. The figures below are current as of July 2026. **Meta, Beaver Dam** (≈ \$1 billion): expected to support roughly 1,000 construction jobs and “more than 100 operational jobs” once it comes online (projected 2027). Meta, “Hello, Beaver Dam!”, <https://datacenters.atmeta.com/2025/11/hello-beaver-dam/> (November 2025); investment and jobs corroborated by WEDC, “Meta, state and local officials announce \$1 billion data center investment in Beaver Dam project,” <https://wedc.org/meta-state-and-local-officials-announce-1-billion-data-center-investment-in-beaver-dam-project/>. **Microsoft, Mount Pleasant**: construction of the first facility was completed and the datacenter declared operational on June 23, 2026; Microsoft reports approximately \$3.3 billion invested through the end of 2026 and a further facility of roughly \$4 billion committed by the end of 2028, bringing its total announced Wisconsin investment above \$7 billion. Reported staffing rose from approximately 375 full-time hires in May 2026 to nearly 550 by late June 2026, with the company projecting roughly 800 once the second Racine County facility is complete; Microsoft’s own completion announcement credits nearly 10,000 construction workers over the preceding two years, and puts local hyperscale construction spending at \$4.7 billion between 2024 and 2028, with the second facility scheduled for completion in 2028. WPR, “Microsoft says it has hired around 375 people for its Mount Pleasant data center,” <https://www.wpr.org/news/microsoft-hired-375-people-for-mount-pleasant-data-center> (May 2026); WTMJ, “Microsoft completes first Mount Pleasant data center, announces facility is operational” (June 23, 2026), <https://wtmj.com/news/2026/06/23/microsoft-completes-first-mount-pleasant-data-center-announces-facility-is-operational/>; WEDC, “Gov. Evers, Microsoft Officials Announce New \$4 Billion Investment in Mount Pleasant Datacenter,” <https://wedc.org/gov-evers-microsoft-officials-announce-new-4-billion-investment-in-mount-pleasant-datacenter/>. Note that separate press accounts have described the Mount Pleasant complex in the \$20 billion range; that figure appears to encompass planned build-out beyond Microsoft’s announced commitments, and the company’s own announced totals are used here. Re-verified July 2026.
5. The DeForest project email record was released publicly and reported in January 2026 (e.g., WKOW, “Emails reveal conversations between DeForest Village President, QTS,” https://www.wkow.com/news/emails-reveal-conversations-between-deforest-village-president-qts/article_b1d074ba-ae38-41c3-b255-56d7449e985f.html). Reporting confirms village staff were in contact with QTS for roughly seven months before the late-October public announcement.
6. The Town of Vienna board voted 4–0 on November 12, 2025 to reject the QTS “cooperation agreement,” which would have paid the town nearly \$40 million over 15 years in exchange for the town’s support of the project’s zoning, development, and construction; roughly 70 residents attended and urged rejection, citing water use, comprehensive-plan conflicts, and developer transparency. “Vienna votes

no on data center agreement," HNG News (November 2025), https://www.hngnews.com/tribune_enterprise/news/local/vienna-votes-no-on-data-center-agreement/article_b6e219ce-00f4-4e69-a4ae-16469faba8cc.html. Verified June 2026.

7. At the November 18, 2025 board meeting, the village president told residents the board had known of the project only a short time; reporting confirms she said members had known of it for "weeks," despite an October 1 meeting with QTS and months of prior staff contact (WKOW; Cap Times, January 2026).
8. Membership of the "No Data Center in DeForest" group. The group formed on Facebook in October 2025 and, as reported on February 14, 2026 (after the village board's February 3 rejection), had grown to over 4,000 followers in a village of just over 10,000. Derek Seidman, "Grassroots Organizers in Wisconsin Offer Blueprint for Beating Back Data Centers," Truthout (February 14, 2026), <https://truthout.org/articles/grassroots-organizers-in-wisconsin-offer-blueprint-for-beating-back-data-centers/>. An earlier draft of this paper placed the 4,000 milestone in the November–December 2025 window. No contemporaneous source supports that count for those months, and the sentence has been rewritten to attribute the figure to the period it is actually sourced to. The group's activity during that window is documented separately, including its January 13, 2026 presentation to the village board of emails obtained by open records request: Madison Moris, "DeForest residents organize to stop proposed data center after emails go public," The Daily Cardinal (January 22, 2026), <https://www.dailycardinal.com/article/2026/01/deforest-residents-organize-to-stop-proposed-data-center-after-emails-go-public>. Verified August 2026.
9. QTS publicly committed a minimum of \$50 million in community investment for Dane County — directed to education, workforce development, housing, and other local needs, with allocation left to the communities — alongside commitments on noise mitigation, viewshed and dark-sky buffers, and wetland preservation. QTS Data Centers, "QTS Advances Plans for State-of-the-Art Data Center Campus and Announces \$50 Million Community Commitment for Dane County" (2025), <https://qtsdatacenters.com/news/qts-advances-plans-for-state-of-the-art-data-center-campus-and-announces-50-million-community-commitment-for-dane-county/>; corroborated by local coverage (HNG News).
10. Village of DeForest, "QTS Data Center — Potential Data Center Development," <https://www.engagedeforest.com/QTS>, describing the binding Pre-Annexation Agreement the Village planned to negotiate before considering annexation, comprehensive plan amendment, rezoning, and conditional use permit; and HNG News reporting on the December 16, 2025 Village Board discussion, at which Village Administrator Bill Chang described the terms as "minimum terms for consideration of annexation" and Village Attorney Al Reuter stated the agreement would "make no guarantees to QTS in regard to the approval of an annexation petition," https://www.hngnews.com/the_star/local_news/deforest-village-staff-outline-qts-pre-annexation-agreement-slower-process/article_8768d709-a902-4d01-98e2-43451a47b8da.html; and on the January 28, 2026 staff recommendation to reject the annexation, which identified the Village's request that 70% of the project's energy be renewable-sourced among the terms the developer would not accept. The 70% figure is as reported in press coverage of the staff memo; the memo itself was not reviewed. The draft agreement the Village released on January 9, 2026 is now public, and § 5(D) of it commits the Developer to "obtain at least 45% of its electric energy needs from solar, wind or other renewable energy generation sources," further providing that the 750 megawatts of renewable energy credits the developer had purchased

"shall be included in the above percentage" and that any on-site solar would count within it as well. Village of DeForest and QTS Madison I, LLC, Pre-Annexation Agreement (draft, released January 9, 2026), https://hdp-us-prod-app-deforest-engage-files.s3.us-west-2.amazonaws.com/5717/6798/3333/DeForest_Pre-Annexation_Agreement_Draft.pdf; announcement release at https://hdp-us-prod-app-deforest-engage-files.s3.us-west-2.amazonaws.com/3717/6798/3317/Draft_Pre-Annexation_Agreement_Press_Release_-_1.9.26.pdf. The 70% request and the 45% draft term are therefore two points on the same negotiation, not competing figures, and the REC purchase announced October 30, 2025 was folded into the commitment rather than standing apart from it. An earlier version of this note cautioned that the two instruments should not be blended; the agreement text blends them expressly. The draft was never executed; the Village Board rejected the annexation petition 7-0 on February 3, 2026, five days after QTS withdrew. Verified against the agreement text, August 2026. The agreement's other terms are surveyed in Tom Kertscher, "Guaranteed tax revenue, river funding, affordable housing: What DeForest negotiated before a data center deal collapsed," Wisconsin Watch (August 3, 2026), <https://wisconsinwatch.org/2026/08/wisconsin-deforest-data-center-deal-guaranteed-tax-revenue-river-improvements-affordable-housing/>.

11. QTS and the University of Wisconsin–Madison announced a \$1.5 million research partnership, led by the Nelson Institute for Environmental Studies, funding roughly 14 faculty projects on data-center sustainability (sustainable land use, ecology, grid stability, energy storage, and renewable-fuel integration). QTS reaffirmed the partnership would continue after it withdrew the DeForest proposal. UW–Madison Nelson Institute, "Nelson Institute Researchers to Explore Sustainable Development of Data Centers with QTS Partnership" (2025), <https://nelson.wisc.edu/nelson-institute-researchers-to-explore-sustainable-development-of-data-centers-with-qts-partnership/>.
12. Menomonie's data center zoning, in two stages. The Menomonie City Council voted unanimously on Monday, January 5, 2026 to amend its zoning code so that data centers no longer fell under the definition of "warehousing," creating a separate I-4 Data Center Industrial District. As adopted, the January ordinance set building height and setback requirements. Then-Mayor Randy Knaack described the new district as giving the city "a better opportunity to bargain" on water use, height, noise, and electricity usage, and noted the city still knew nothing about Balloonist LLC, the entity behind the \$1.6 billion project that had been put on hold in late September 2025 after resident opposition. WEAU, "Menomonie City Council passes new definition for data center projects" (January 5, 2026), <https://www.weau.com/2026/01/06/menomonie-city-council-create-new-definition-data-center-projects/>; Leader-Telegram, "City of Menomonie approves ordinance changes defining data center," https://www.leadertelegram.com/news/local/city-of-menomonie-approves-ordinance-changes-defining-data-center/article_25163e64-944c-412e-bfc4-4d2ada9ab9a0.html. The substantive operating standards came in a later amendment. In a June 30, 2026 press release, Mayor Matthew Crowe stated that the city had used a public comment period to build on the January I-4 ordinance, adding light and noise pollution, water usage, further equipment setbacks, landscaping, and reclamation provisions, with a draft to be introduced (read in full, no vote taken) at the August 3, 2026 council meeting and made available to the public July 29, 2026. City of Menomonie, "Data Center Ordinance Update" (June 30, 2026), <https://www.menomonie-wi.gov/DocumentCenter/View/2963/63026-Press-Release-Data-Center-Ordinance-Update-PDF>. What happened to the amendment after that August 3 introduction is outside the scope of this paper. Verified August 2026.

13. The quoted analytic language — “makes it difficult to attribute responsibility for long-term energy demand, procurement, and efficiency investments” — is the Brookings authors’ own, so Brookings remains the correct citation for that sentence: Brooke Tanner, Derek Belle, Cameron F. Kerry, Nicoleta Kyosovska, Andrea Renda, Elham Tabassi, and Andrew W. Wyckoff, “Global energy demands within the AI regulatory landscape,” Brookings Institution, April 10, 2026, <https://www.brookings.edu/articles/global-energy-demands-within-the-ai-regulatory-landscape/>. The private-equity-backed ownership pattern is widely documented; a concrete, verified example directly relevant to DeForest is Blackstone’s acquisition of QTS Realty Trust — the developer behind the DeForest proposal — for approximately \$10 billion (including debt), completed August 31, 2021: Blackstone, “Blackstone Funds Complete Acquisition of QTS Realty Trust,” <https://www.blackstone.com/news/press/blackstone-funds-complete-acquisition-of-qts-realty-trust/>. The Apollo, KKR, and Energy Capital Partners examples are reported across multiple outlets and synthesized in the Brookings report.
14. Wisconsin Watch’s reporting on data center secrecy in Wisconsin: “At least four Wisconsin communities signed secrecy deals for billion-dollar data centers” (January 2026), <https://wisconsinwatch.org/2026/01/wisconsin-data-center-secrecy-deals-nda-nondisclosure-agreement/>, and the follow-on “More than NDAs. Wisconsin communities face scrutiny over data center secrecy” (March 2026), <https://wisconsinwatch.org/2026/03/wisconsin-data-center-secrecy-ndas-nondisclosure-agreements-communities-scrutiny/>, which broadened the count and documented secrecy practices beyond formal NDAs. Draft 2 of this paper cited “at least five”; the January investigation supports four, and the March follow-up indicates more without fixing a single number, so the text has been conformed to “at least four, and likely more.” Port Washington’s mayor is on record describing the city’s decision not to sign an NDA — and declining an NDA did not, on its own, produce an open record. The same Wisconsin Watch reporting documents the city responding slowly and partially to records requests about the project. Resident Michael Beaster requested communications between city officials and the developer on November 20; the city replied roughly six weeks later with emails but no attachments, and a city attorney told him he would have to file a second request because he had not specifically asked for attachments. Philanthropist Lynde Uihlein requested communications with the developer going back to January 1, 2025, waited nearly three months without a reply, and sued; the city then produced emails but withheld the documents attached to them, including a draft development agreement. The lesson runs the other way from the one usually drawn: refusing to sign an NDA is a floor, not a records policy, and a community that wants transparency has to decide separately how it will handle requests once the emails start. Verified against the March 2026 Wisconsin Watch report, August 2026.
15. Lawrence Berkeley National Laboratory, 2024 United States Data Center Energy Usage Report (Shehabi, Smith, Hubbard, Newkirk, Lei, et al., December 2024), https://eta-publications.lbl.gov/sites/default/files/2024-12/lbnl-2024-united-states-data-center-energy-usage-report_1.pdf — U.S. data centers consumed approximately 17.4 billion gallons of water directly for cooling in 2023, with direct consumption projected to rise to between 38 and 73 billion gallons annually by 2028; hyperscale facilities are expected to account for roughly half of that consumption. (LBNL is the primary source underlying the figures cited via Pew Research Center and Brookings, 2026.)
16. Closed-loop and reduced-water cooling adoption. **Microsoft** announced a zero-water-evaporation closed-loop design that will be used in all datacenters designed from August 2024 forward, with first pilots at its under-construction facilities in Phoenix, Arizona and Mount Pleasant, Wisconsin in 2026

and broader deployment expected from late 2027; the company states the system is filled once during construction and then recirculates water between servers and chillers without requiring fresh supply, reducing water usage effectiveness toward zero. Microsoft also acknowledged that moving from evaporative to mechanical cooling is expected to increase power usage effectiveness, with a “nominal increase” in datacenter power usage. Existing Microsoft facilities remain a mix of air- and water-cooled systems. DatacenterDynamics, “Microsoft’s upcoming data centers to use closed loop, zero-water evaporation design,” <https://www.datacenterdynamics.com/en/news/microsofts-upcoming-data-centers-to-use-closed-loop-zero-water-evaporation-design/>. **Oracle** has stated it plans to deploy closed-loop and other non-potable-water-dependent cooling in upcoming AI data centers including its Wisconsin site: Oracle, “Closed-loop cooling in Oracle AI data centers” (February 9, 2026), <https://www.oracle.com/news/announcement/blog/closed-loop-cooling-in-oracle-ai-data-centers-2026-02-09/>. **QTS** describes its Cedar Rapids campus as using a water-free cooling system (see note 2). On prevalence: industry estimates place the share of data centers worldwide still relying primarily on water-based cooling at roughly 75–90%, leaving on the order of 10–25% fully water-free; these are industry estimates rather than a government dataset and are presented as approximate. Verified July 2026.

17. Grid interconnection wait times (seven to ten years, up to thirteen) are attributed to Ember; the Ireland ($\approx$ 21% of national metered electricity, 2023), Dublin ($\approx$ 80%), and Frankfurt ($\approx$ 42%) local-demand figures to the Central Statistics Office Ireland and Ember; the projection that seven of thirteen U.S. grid regions could operate below critical safety margins by 2030 to Schneider Electric. The CSO Ireland 21% figure is independently corroborated. The individual Ember and Schneider Electric source documents were not independently located within scope, so Tanner et al., Brookings (2026), is retained as the synthesizing source for these figures. The Ireland, Dublin, and Frankfurt figures are international and are presented as illustrations of the global pattern, not as Wisconsin data. (Synthesized in Brookings, 2026.) **The ATC Ozaukee County proceeding.** Public Service Commission of Wisconsin, docket 137-CE-221, Application of American Transmission Company LLC, as an Electric Public Utility, for a Certificate of Public Convenience and Necessity to construct and operate the Ozaukee Co. Distribution Interconnection Project. ATC submitted the application in September 2025; the Commission found it complete in December 2025, and the Commission issued the Final Environmental Impact Statement in July 2026, meaning the environmental review had already concluded before what followed. On August 6, 2026 the Commission voted unanimously, all three commissioners concurring, to revoke that completeness determination, closing the case and requiring ATC to file a new application in a new proceeding, which restarts the 180-day review clock. Per the Commission’s own case page, the project would build roughly 90 to 107 miles of new and uprated 345 kV and 138 kV transmission line and four to five new substations, with modifications to four existing substations, across Calumet, Fond du Lac, Ozaukee, Manitowoc, Sheboygan, and Washington counties, at an estimated cost between \$1,390,259,000 and \$1,673,343,000 depending on the route selected. Note that the initial application covered four counties (Fond du Lac, Ozaukee, Sheboygan, Washington); the six-county footprint reflects later revisions, which is why press accounts differ on the county count. The project originates from a load interconnection request submitted by We Energies, which stated its distribution system could not support the new load; the Port Washington campus is developed by Oracle, OpenAI, and Vantage. Chairperson Summer Strand stated that ATC filed or refiled 564 application documents after the December determination and that the “magnitude and volume of changes to the application” produced a “moving-target application,” creating “a situation where our staff cannot uphold their responsibilities” and “a barrier to parties and the public’s

participation in this proceeding." She called the outcome "an unfortunate outcome," said "This PSC is not opposed or hostile to data centers, construction, generation, (or) transmission," and said "this application represents a cautionary tale of when unrealistic and unreasonable speed-to-power expectations collide with a deliberative regulatory process" — the remark quoted in the text. Commissioner Marcus Hawkins called resubmission the "least-bad option." PSC Environmental Affairs Coordinator Adam Ingwell testified, "I don't recall any other comparable cases in my experience with as many application material document revisions and ongoing design changes throughout the process"; Administrative Law Judge Michael Newmark criticized ATC for creating an "unreasonable burden" through "a plethora of changes, modifications and updates." In filings opposing revocation, ATC's attorneys wrote that "in its entire history, the Commission has never revoked a determination that a CPCN application is complete," characterized its own revisions as "routine," and signaled a possible legal challenge. ATC said it was "disappointed" and "considering its options," and had not indicated when it would resubmit. The Citizens Utility Board did not oppose the routing but argued the revisions made the project's cost a moving target. The revocation did not originate with the Commission. It followed a petition by the Responsible Energy Alliance, a coalition of residents across Ozaukee and Washington counties represented by attorney Erik Olsen of Eminent Domain Services LLC, filed on July 29, 2026 and asking the Commission to revoke the completeness determination. That is the precise relief the Commission granted eight days later. The Commission then opened a six-day public comment window, which drew more than 2,500 comments between July 30 and August 5, 2026, before the vote the following morning. A contested-case hearing had been scheduled for August 25 to 28, 2026. The petition cited more than 560 application amendments and 168 staff data-request responses filed since the determination, unresolved Section 106 cultural-resource obligations involving Native American effigy mound sites, insufficient time for endangered species surveys, and cost discrepancies in ATC's route comparison; those counts and characterizations are the coalition's own, from its filing and its public announcement, though the Commission independently put the document figure at 564. The coalition's underlying objection is to routing. It argues that Wisconsin law requires existing utility corridors to be used where feasible and that ATC never justified new greenfield routes while the South Alternate Route, which follows an existing corridor, remains buildable. That legal characterization is the coalition's. The alternative route is also publicly favored by Vantage Data Centers, the project's sole customer, by the Ozaukee County Board, and by the Wisconsin Department of Agriculture, Trade and Consumer Protection, which cites lesser impact on prime agricultural land; the coalition further reports support from the towns of Fredonia, Saukville, Farmington, and Trenton, and states that the land trust Restoring Lands filed in support of its motion. I have not reviewed the petition itself, only the coalition's announcement of it and contemporaneous reporting, and the Commission's stated grounds for revocation rest on the volume and pace of ATC's filings rather than on any endorsement of the coalition's routing argument. The sequence is what matters for the argument in the text: organized residents asked a state regulator to restart a billion-dollar proceeding, several thousand of their neighbors filed comments within a week, and the regulator did it. Sources: Commission case page, <https://psc.wi.gov/Pages/CommissionActions/CasePages/OzaukeeTransmission.aspx> (docket number, official project name, cost range, county list, scope, and schedule verified directly against this page); Commission press release, August 6, 2026, <https://psc.wi.gov/Documents/PressReleases/08.06.26PressRelease.PDF>; Paul Kiefer, "PSC forces ATC to restart application to plug in Port Washington data center," Wisconsin Watch (August 7, 2026), <https://wisconsinwatch.org/2026/08/wisconsin-psc-regulators-data-center-connection-project-atc-back-to-drawing-board-port-washington/> (source of the Hawkins, Ingwell, and Newmark quotations and of

Strand's "cautionary tale," "not opposed or hostile," and "unfortunate outcome" remarks); Joe Schulz, "PSC deals major blow to transmission project supporting Port Washington data center," WPR (August 7, 2026), <https://www.wpr.org/news/psc-denies-transmission-project-port-washington-data-center> (source of the 564-document figure, Strand's "magnitude and volume of changes" and "moving-target application" remarks, and the ATC attorneys' "entire history" filing quotation), republished by Urban Milwaukee (August 7, 2026), <https://urbanmilwaukee.com/2026/08/07/regulators-force-do-over-for-1-7-billion-data-center-power-line-plan/>. On the citizen petition and the comment surge: Responsible Energy Alliance, "Citizen Coalition Asks PSC to Revoke Completeness Determination for ATC's Transmission Project" (July 30, 2026), <https://www.prlog.org/13161630-citizen-coalition-asks-psc-to-revoke-completeness-determination-for-atcs-transmission-project.html> (an announcement issued by the coalition itself and treated here as an interested party's account, not an independent one); and Alex Gaul, "2,500 filed comments on Ozaukee Co. data center power line project. Why many want the process restarted," TMJ4 (August 5, 2026), <https://www.tmj4.com/news/local-news/in-your-community/ozaukee-county/2-500-neighbors-filed-comments-on-ozaukee-co-data-center-power-line-proposal-in-one-week-heres-why-many-of-them-want-the-whole-process-restarted> (comment count verified against the Commission's own docket search, and source of the Vantage and Ozaukee County Board positions). The July 2026 Final Environmental Impact Statement is listed under Key Application Documents on the Commission case page. Reporting differs on the construction start date ATC was working toward, with the original application contemplating a May 2026 groundbreaking and later coverage citing December 2026; the in-service target was December 2027. This is an active proceeding, and the Commission's case page still reflects the pre-revocation posture. Verified August 8, 2026.

18. Google, "Measuring the Environmental Impact of Delivering AI at Google Scale" (2025), <https://arxiv.org/abs/2508.15734>, and Google's 2025 environmental reporting (<https://blog.google/outreach-initiatives/sustainability/google-ai-energy-efficiency/>) — the median per-Gemini-prompt energy fell by a factor of approximately 33 between May 2024 and May 2025, even as Google's absolute data-center electricity consumption grew approximately 27% year-over-year. Verified against Google's disclosures, June 2026. (Synthesized in Brookings, 2026.)
19. Public Service Commission of Wisconsin, docket 6630-TE-113, Application of Wisconsin Electric Power Company for Approval of its Very Large Customer and Bespoke Resources Tariffs — Final Decision (decided at the Commission's open meeting of April 24, 2026; written Final Decision received May 21, 2026; PSC REF#: 591873). The Commission approved, subject to conditions, a Very Large Customer (VLC) tariff mandatory for customers with an aggregate load forecast of 100 MW or more (lowered from an originally proposed 500 MW threshold), with a 15-year initial term, requiring VLCs to subscribe to "Bespoke Resources" (dedicated new generation, storage, or equivalent qualifying resources) so that large loads pay for the resources needed to serve them rather than leaning on existing system supply. The decision states the tariffs were intended to ensure VLCs "pay for the infrastructure investments needed to serve them and avoid cross subsidization by other customers," and that "all parties in this proceeding agreed that these tariffs should be designed such that existing Wisconsin customers do not subsidize data centers, now or in the future." Intervenors included the Citizens Utility Board, Clean Wisconsin, Microsoft, Vantage Data Centers, the Sierra Club, and the Wisconsin Industrial Energy Group; the Commission received more than 2,100 public comments. Quotations are from the decision's Opinion section. Wisconsin Electric Power Company operates as We Energies (WEC Energy Group). Verified against the Final Decision, June 2026. **The MGE parallel**

filing. Public Service Commission of Wisconsin, docket 3270-TE-124, Application of Madison Gas and Electric Company for a Very Large Customer and Bespoke Resource Tariffs (docket status Active; case coordinator Eric Stein). The docket number, official case caption, and applicant were confirmed against the Commission's Case Management System, <https://apps.psc.wi.gov/APPS/dockets/content/detail.aspx?id=3270&case=TE&num=124>. MGE filed the application on July 15, 2026; it appears in the Commission's Electronic Records Filing system as PSC REF# 597709, <https://apps.psc.wi.gov/ERF/ERFview/viewdoc.aspx?docid=597709>, signed by Scott Smith, Vice President, Business and Regulatory Strategy, and accompanied by four attachments: the proposed Cp-VLC tariff, the Bespoke Resources rate schedule, and customer service agreement templates for each. The application covers both a Very Large Customer tariff and a Bespoke Resources tariff, mirroring the two-tariff structure the Commission approved for We Energies in docket 6630-TE-113, and service under the VLC tariff would be mandatory for a customer with a load forecast of 100 MW or more. Every quotation in the text is the filing's own language and was verified against it: "Most importantly, the proposed structure is designed so that growth pays for growth: the customer whose load drives the need for new facilities, resources, and transmission-related obligations is responsible for those costs" (p. 4); "MGE does not currently have immediate requests for service from potential large load additions greater than 100 MW, which offers MGE and the Commission the opportunity to implement a new rate structure prospectively" (p. 4), the application having stated at p. 1 that such requests "are reasonably foreseeable in MGE's service territory"; the passage on municipal moratoria, which names Dane County's June 2026 eighteen-month moratorium and the City of Middleton's twelve-month moratorium and states that they "offer MGE and the Commission a timely opportunity to establish electric rate structures before these loads materialize, rather than after costs or obligations have already been incurred" (p. 2); and the request for a verbal decision by January 31, 2027, together with the closing sentence that this "should also generally complement the timing for data center moratoriums and ensuing ordinances to be enacted by our communities" (p. 12). On financial security, MGE proposes a graduated creditworthiness scale rather than the flat provision the Commission added to the We Energies tariff. A customer may avoid posting security on or before the effective date of a Resource Agreement only if it holds senior unsecured credit ratings of A-/A3 or better and either a tangible net worth of at least twice the required security amount or liquidity greater than ten times that amount; required security rises as ratings fall (p. 10). MGE argues the graduated scale is necessary because an A-/A3 requirement alone would leave roughly 30 percent of the S&P 500 eligible, which it contends would prevent it from offering reasonably adequate service to commercially viable customers under Wis. Stat. § 196.03(1) (p. 11). Press coverage of the filing, Wisconsin State Journal / madison.com, https://madison.com/news/local/business/development/article_a9617724-00be-4df2-82fa-d414ca7ae9d2.html, carries further details that are not relied on in the text: quotations from MGE spokesperson Steve Schultz and Citizens Utility Board Executive Director Tom Content, and a service-territory population figure of roughly 376,000 residents. Those rest on that single account and were not corroborated in a second outlet or against the filing. This is an active proceeding. Application verified against the ERF record, August 8, 2026.

20. Public Service Commission of Wisconsin, docket 6680-TE-115, Application of Wisconsin Power and Light Company for Approval of an Individual Contract Rate Service Agreement for a Large Load Customer in Beaver Dam, Dodge County, Wisconsin — Final Decision (PSC REF#: 594678, dated at Madison, Wisconsin, June 18, 2026). The Commission approved the Electric Service Agreement subject to conditions, including a 10-year term, a directive that the utility work with the American Transmission Company on a cost-allocation method "to alleviate concerns about cross-subsidization,"

treatment of the contract customer as a separate customer class in future cost-of-service studies, and a requirement to file a standalone large-load tariff schedule for any customer of 100 MW or greater. The customer is Degas, LLC (the Meta campus in Beaver Dam); the Commission required Meta to serve as guarantor. Wisconsin Power and Light Company is the Wisconsin operating utility of Alliant Energy. Verified against the Final Decision, June 2026.

21. The three comparison communities. **Menomonie** (Dunn County): a \$1.6 billion data center proposal by Balloonist LLC, an entity whose ownership the city said it could not identify, was put on hold in late September 2025 after resident opposition, with the mayor declining to negotiate a development agreement or TID. See note 12. **Village of Greenleaf and Town of Wrightstown** (Brown County): Cloverleaf Infrastructure withdrew a roughly 600-acre data center proposal on January 13, 2026 after community meetings and organized resident opposition. Land purchase offers had been made through Bear Creek DevCo LLC, a Delaware entity whose principal address matched Cloverleaf's Houston address. WPR, "Developer abandons data center plans in rural Brown County," <https://www.wpr.org/news/developer-abandons-data-center-rural-brown-county>; Spectrum News 1, "Cloverleaf Infrastructure withdraws data center plans in Brown County" (January 13, 2026), <https://spectrumnews1.com/wi/milwaukee/news/2026/01/13/data-center-withdraws-plans-to-build-in-brown-county-following-community-pushback-greenleaf->. **Village of Caledonia** (Racine County): Microsoft withdrew its rezoning application for "Project Nova," a 244-acre campus of three data centers and a substation, on October 8, 2025, stating, "Based on the community feedback we heard, we have chosen not to move forward with this site." The rezoning request had been filed in July 2025 by the engineering firm Dewberry on behalf of an undisclosed client, and residents organized as Stop Project Nova once they identified the end user. The Daily Reporter, "Microsoft halts Caledonia data center after pushback" (October 8, 2025), <https://dailyreporter.com/2025/10/08/microsoft-caledonia-data-center-halted-racine-county/>; TMJ4, "Microsoft pulls plug on plans for 244-acre data center in Caledonia after community pushback," <https://www.tmj4.com/news/racine-county/microsoft-pulls-plug-on-plans-for-244-acre-data-center-in-caledonia-after-community-pushback>. Both threads named in the text are documented in all three. On confidentiality: each proposal was developed through an unnamed or shell entity (Balloonist LLC, Bear Creek DevCo LLC, and Dewberry's undisclosed client) and disclosed to residents only once it required a public approval. On preparedness: none of the three had a zoning framework that reached a facility of this kind when the proposal arrived. Menomonie's code treated data centers as warehousing until the January 2026 amendment; the Caledonia request asked the village to create a new zoning district that did not yet exist; and Wrightstown, which shares the Greenleaf site's planning commission, went on to adopt a moratorium in June 2026 and to schedule a data center referendum after the withdrawal rather than before the proposal. WBAY, "Wrightstown weighs ordinance to avoid rushing data center proposals" (June 16, 2026), <https://www.wbay.com/2026/06/16/wrightstown-weighs-ordinance-avoid-rushing-data-center-proposals/>. Verified August 2026.
22. Data Center Watch, Q1 2026 Report (<https://www.datacenterwatch.org/q1-2026>): activists blocked or delayed at least 75 data center projects worth roughly \$130 billion in the first quarter of 2026 — approximately matching the total blocked or delayed in all of 2025 — and the number of active grassroots opposition groups more than doubled, from 396 at the end of 2025 to 833 by March 2026, active across 49 states. The "49 states" figure describes the reach of the opposition groups, not the blocked projects. Reported by NBC News, "Data center opposition is sharply rising in 2026, study finds," <https://www.nbcnews.com/tech/tech-news/data-center-opposition-sharply-rising-2026->

study-finds-rcna349728, and Fortune (June 16, 2026). Present the dollar and group-count figures as the report's tallies. Verified June 2026.

23. 2025 Assembly Bill 840, an act to create ss. 196.20 (10), 196.492, and 299.70 of the statutes, relating to certain requirements related to data centers — including closed-loop cooling and annual water-use reporting to the DNR. (The bill also creates s. 196.20 (10) within the utility rate chapter; the precise scope of that provision was not confirmed to the enacted substitute text and is therefore not characterized here.) Introduced January 9, 2026; Assembly Substitute Amendment 1 adopted and the bill read a third time and passed 53–44 on January 20, 2026; referred to the Senate Committee on Utilities, Technology and Tourism January 23, 2026; public hearing February 17, 2026; concurrence recommended by that committee 3–2 on March 13, 2026. The Senate took no floor vote; a Senate Substitute Amendment was offered March 17, 2026, and the official record entered “Failed to concur in pursuant to Senate Joint Resolution 1” on March 23, 2026; the legislature does not return in regular session until January 2027. Verified against LegiScan’s mirror of the official legislative record, <https://legiscan.com/WI/bill/AB840/2025>, and contemporaneous press coverage — the Wisconsin Legislature’s own bill status page, <https://docs.legis.wisconsin.gov/2025/proposals/ab840>, was returning history only through February 17, 2026 at the time of verification, and should be cross-checked rather than relied on for recent history. Verified July 2026.
24. The EU AI Act — Regulation (EU) 2024/1689 — requires providers of general-purpose AI models to document energy consumption, the notable exception to the general absence of consistent, comparable, and verifiable disclosure requirements for AI energy and water use. See also Tanner et al., Brookings (2026), for the broader discussion.
25. Wisconsin Legislative Fiscal Bureau, memorandum to Senators Hesselbein and Habush Sinykin, from Sydney Tarnow and John D. Gentry, “Sales Tax Exemption for WEDC Certified Data Centers,” March 18, 2026. The four data centers certified by WEDC to date (Microsoft, Mount Pleasant; Epic Hosting, Verona; Degas LLC/Meta, Beaver Dam; Green Chile Ventures/Oracle, Port Washington) have announced investments totaling more than \$36.9 billion through 2028. The LFB estimates this would produce approximately \$1.5 billion in initial foregone state sales tax revenue — using a rule of thumb of roughly \$40 million foregone per \$1 billion of construction and IT-equipment cost — plus approximately \$369 million in additional foregone state sales tax annually once the projects are operating. (For context, actual foregone revenue based on expenditure reports submitted to date is far lower — ≈ \$10.8 million in 2024 and ≈ \$12.2 million in 2025 — but the LFB notes this understates the eventual total, as Microsoft filed no 2025 report and Green Chile Ventures had not yet reported.)
26. On the national shift from incentive to regulation: an analysis released April 22, 2026 found that in 2021–2022, 44 of the 45 state data center bills introduced across the U.S. offered tax or economic incentives, while in 2026 only 61 of 262 state data center bills covered incentives, with the majority addressing energy, environmental, and transparency regulation. Thirty-eight states offer data center sales tax exemptions or comparable breaks, per the National Conference of State Legislatures. Reported in Tom Kertscher, “Wisconsin data center tax break to cost state more than \$2B,” WPR (April 27, 2026), <https://www.wpr.org/news/wisconsin-data-center-tax-break-2-billion>, citing Latitude Media, <https://www.latitudemedia.com/news/state-capitols-are-catching-up-to-the-data-center-boom/>. The same report confirms the Legislative Fiscal Bureau projection cited at note 25 — approximately \$1.5 billion forgone during construction plus approximately \$369 million annually once

operating — and notes that Sen. Jodi Habush Sinykin, who requested the estimate, has called for an extraordinary session on data center legislation. Verified July 2026.

27. BloombergNEF — Big Tech (Google, Amazon, Meta, Microsoft) accounted for approximately 43% of all corporate clean-energy power-purchase agreements signed globally in 2024. The nuclear-procurement examples are independently verified and widely reported: Amazon's campus adjacent to the Susquehanna nuclear plant in Pennsylvania, and Microsoft's agreement to restart part of Three Mile Island. The average $\approx 35\%$ rise in PPA prices in 2024 is attributed to the World Economic Forum; that figure was not independently located within scope, so Brookings (2026) is retained as the synthesizing source for it.
28. Marquette Law School Poll, Wisconsin surveys. The most recent wave was fielded July 8–16, 2026 ($n = 838$ registered voters; margin of error ± 4.5 points) and found 76% saying the costs of large data centers outweigh the benefits against 22% saying the benefits outweigh the costs. The trend across four waves: October 15–22, 2025 — 55% costs / 44% benefits ($n = 846$); February 11–19, 2026 — 70% / 29% ($n = 818$; released February 25, 2026, <https://law.marquette.edu/poll/2026/02/25/mlsp87-release/>); mid-March 2026 — 69% / 30%; July 8–16, 2026 — 76% / 22%. By party identification in the July wave, the costs-outweigh-benefits share stood at 67% among Republicans, 71% among independents, and 88% among Democrats — a notable shift from February, when the Republican share was 55% and had barely moved from October's 53%. Water and energy use were the most frequently cited concerns. Poll releases at <https://law.marquette.edu/poll/category/poll-release/>; July results reported by WisPolitics, "Marquette poll shows further drop in voters' data center views," <https://www.wispolitics.com/2026/marquette-poll-shows-further-drop-in-voters-data-center-views/>. Re-verified August 3, 2026: the July 8–16 wave remained the most recent Wisconsin survey on this question, and no later wave had been released. Marquette fields roughly every four to six weeks; the number has risen 21 points across the four waves, with one flat reading in March, so a newer figure is likely to exist within weeks of publication.
29. Local data center moratorium and restriction actions, Wisconsin, first half of 2026 (verified June 2026). **City of Madison** — one-year moratorium on zoning approvals for new data centers over 10,000 sq ft as a principal use, adopted by unanimous Common Council vote January 13, 2026: City of Madison, "Temporary Data Center Moratorium," <https://www.cityofmadison.com/dpced/about/temporary-data-center-moratorium>, and Legistar File No. 91135, <https://madison.legistar.com/View.ashx?M=F&ID=15057355&GUID=8DD732D8-F8D0-4195-A2EF-C07BAD017577>. **Town of Westport** (Dane County) — one-year moratorium limiting new data centers to no more than 10,000 sq ft, adopted 4–1 on April 6, 2026, with the town administrator citing the DeForest/QTS controversy: HNG News, "Westport enacts data center moratorium," https://www.hngnews.com/tribune_enterprise/news/local/westport-enacts-data-center-moratorium/article_41bd7395-3dc5-4617-8fbd-72dcc27142f3.html. **Town of Cassville** (Grant County) — two-year ban on data centers across the township, adopted unanimously in April 2026 after the town adopted village powers (54–3) on March 12: Wisconsin Watch, <https://wisconsinwatch.org/2026/04/wisconsin-data-center-rural-town-cassville-rejects-plan-driftless-area-zoning/>. **Manitowoc County** — 18-month moratorium (amended up from one year) barring the county from accepting applications or issuing data center permits, adopted unanimously April 28, 2026 at the request of the Towns of Two Creeks, Two Rivers, and Mishicot: WPR, <https://www.wpr.org/news/manitowoc-county-board-approves-18-month-data-center-moratorium>. **Dane County** — 18-month moratorium on hyperscale data centers in

towns under county zoning (excluding cities, villages, and self-zoning towns), Sub 1 to 2026 RES-039, adopted by the County Board June 4, 2026: Dane County Legistar, <https://dane.legistar.com/View.ashx?M=F&ID=15506843&GUID=82CF9EC3-D33B-462B-97E5-77B12E9E70C3>. **Brown County** — Planning, Development & Transportation Committee unanimously declined a countywide moratorium June 2, 2026, citing the absence of county zoning authority over its self-zoned municipalities: The Daily Reporter, <https://dailyreporter.com/2026/06/03/brown-county-declines-data-center-moratorium-zoning/>. **Oneida County** — the Planning and Development Committee advanced an interim moratorium in May 2026 and it moved to the full county board in July 2026, intended to give the county at least a year to write data center regulations; not yet enacted by the full board as of this writing: WXPR, <https://www.wxpr.org/energy-environment/2026-07-10/oneida-county-data-center-moratorium-advances-to-county-board>. **Dodge County** — the county board voted 29–2 in June 2026 in favor of an 18-month pause, but that vote was an advisory resolution rather than an enacted moratorium. County Administrator Cameron Clapper publicly clarified on July 2, 2026 that the advisory vote was the first step in a process: the Land Resources and Parks Committee would need to recommend a moratorium, and the full board would then have to approve a separate resolution before any pause took effect. Not enacted as of this writing. Some press coverage reported the June vote as passage of a moratorium; that characterization is contradicted by the county’s own clarification. Daily Dodge, “Dodge County Data Center Vote Was Advisory, Not A Moratorium” (July 2, 2026), <https://dailydodge.com/dodge-county-data-center-vote-was-advisory-not-a-moratorium/>; see also WiscNews, https://wiscnews.com/news/community/bdc/article_ebed2d59-8c85-4b21-ae78-f35d91196d71.html. **Village of Greenville** (Outagamie County) — one-year moratorium on new data centers of 10,000 square feet or more, adopted unanimously by the Village Board July 13, 2026. **Sheboygan County** — reported to be considering a temporary prohibition. **City of Superior** — one-year moratorium on data centers adopted unanimously by the City Council on June 16, 2026, in a city of roughly 27,000 with no data center proposal pending; a council member cited communities being “blindsided” and the city’s lack of any zoning definition distinguishing small from large data centers, and the measure was referred to the planning commission for zoning recommendations. An amendment limiting the pause to hyperscale facilities over 50,000 square feet failed 5–5. WPR, “Superior joins growing number of Wisconsin communities to pass data center moratorium,” <https://www.wpr.org/news/superior-joins-growing-number-of-wisconsin-communities-to-pass-data-center-moratorium> (June 17, 2026). **Village of Wrightstown** — moratorium ordinance adopted the same evening, June 16, 2026, following developer interest in the region: WPR (same report); WBAY, <https://www.wbay.com/2026/06/16/wrightstown-weighs-ordinance-avoid-rushing-data-center-proposals/>. **Village of Baldwin** (St. Croix County) and **Door County** — both reported to have adopted moratoriums of one to two years during the first half of 2026: Wisconsin Newspaper Association, “Data center moratoriums on the rise,” <https://wnanews.com/2026/06/02/data-center-moratoriums-on-the-rise/>, and The Daily Reporter, <https://dailyreporter.com/2026/06/05/wisconsin-counties-impose-moratoriums-on-hyperscale-data-centers/>. Adoption dates and exact terms for these two were not confirmed to a primary record within scope and are presented as reported. **City of Milwaukee** — a tiered zoning proposal that would permit data centers of 10,000 square feet or less without a legislative hearing where they use closed-loop cooling and meet city noise rules, require special-use approval from the Board of Zoning Appeals between roughly 20,000 and 60,000 square feet, and effectively prohibit facilities above 60,000 square feet absent a site-specific rezoning: WPR, <https://www.wpr.org/news/proposal-would-prohibit-large-data-centers-in-milwaukee-regulate-small-data-centers>. As of this writing the Common Council had not acted. A revised version (Substitute B)

narrowed the eligible pool from all industrial districts to Industrial Heavy only, cutting potential sites from roughly 2,400 to roughly 600; that change was substantial enough to require fresh public notice, and the proposal was pulled from the July 20, 2026 City Plan Commission agenda on the City Attorney's advice. Ald. Marina Dimitrijevic is separately advancing a citywide moratorium as a backup, which must move through the same zoning review process. Both were expected to reach the Plan Commission September 28, 2026 and the Common Council October 13, 2026. Milwaukee's zoning code does not currently define or regulate data centers. Jeramey Jannene, "Milwaukee Will Pursue Data Center Moratorium," Urban Milwaukee (July 24, 2026), <https://urbanmilwaukee.com/2026/07/24/milwaukee-will-pursue-data-center-moratorium/>. **Monroe County** — residents petitioning for an 18-month moratorium as of June 2026: News8000, https://www.news8000.com/news/local-news/sparta/monroe-county-residents-petition-for-18-month-moratorium-on-data-center-development/article_fe2e8dc0-3136-46fa-a233-4d526af9c3b8.html. **City of Port Washington** — voters approved, ~66% on April 7, 2026, what is reported as the nation's first referendum requiring voter approval of future tax-increment-financing districts over \$10 million; the measure is forward-looking and does not undo the \$458 million TIF already approved for the Vantage/Oracle/OpenAI campus then under construction: WPR, <https://www.wpr.org/news/port-washington-referendum-concerns-data-center-project>, and Wisconsin Watch, <https://wisconsinwatch.org/2026/04/port-washington-data-center-project-voters-referendum-tif-district-wisconsin/>.

30. The provisions your municipal attorney will be working from, gathered here rather than argued in the text. **Conditional use:** Wis. Stat. §§ 62.23 (7) (de), 59.69 (5e), 60.61 (4e), and 60.62 (4e), created by 2017 Wisconsin Act 67, requiring that each condition be reasonable, measurable to the extent practicable, related to the purpose of the ordinance, and supported by substantial evidence — and requiring issuance of the permit where the applicant meets or agrees to meet every condition. Villages exercise city zoning powers under s. 61.35. **Building code preemption:** Wis. Stat. § 101.02 (7r) (a), with the test for a preempted local building code standard set out in *Associated Builders & Contractors of Wisconsin, Inc. v. City of Madison*, 2023 WI App 59. **Air pollution:** Wis. Stat. § 285.73 (1) and Wis. Admin. Code ch. NR 403, under which an air pollution control program is a county undertaking requiring DNR approval, with municipal participation available through that county program. **Zoning versus general police power:** *Zwiefelhofer v. Town of Cooks Valley*, 2012 WI 7 ("The statutorily enumerated purposes of zoning are not the exclusive domain of zoning regulation."). **Contract zoning:** *State ex rel. Zupancic v. Schimenz*, 46 Wis. 2d 22 (1970), holding that a contract to zone, rezone, or not zone is illegal and an ordinance passed pursuant to one is void, while a zoning decision motivated by use agreements or voluntary restrictions running with the land — even ones the authority suggested — remains valid. **Covenants:** Wis. Stat. § 61.34 (3m), authorizing a village to acquire restrictive covenants and covenants running with the land for a public purpose, including in aid of its zoning powers. **Exactions:** *Sheetz v. County of El Dorado*, No. 22-1074 (U.S. Apr. 12, 2024), applying the *Nollan/Dolan* essential-nexus and rough-proportionality tests to legislatively imposed permit conditions; the Court expressly declined to decide whether a condition imposed on a class of properties must be tailored as specifically as one targeting a particular development. **Impact fees:** Wis. Stat. § 66.0617. No Wisconsin court has ruled on a renewable-sourcing zoning condition, and no Wisconsin case has applied *Zupancic* to a modern community benefit agreement; the discussion in the text is a map of where the questions sit, not a legal opinion, and is not a substitute for advice from your own municipal attorney. Verified July 2026.

31. Ireland — Commission for Regulation of Utilities (CRU), Large Energy User Connection Policy Decision Paper (December 2025), which requires large new data-center loads to bring proximate/behind-the-meter generation sized to roughly 100% of the grid connection and to match about 80% of annual demand with Irish renewable generation. Netherlands — national restriction confining new hyperscale data centers (IT load $\geq$ 70 MW) to a small number of designated sites, following the earlier temporary moratorium on new hyperscale permits. Both independently verified, June 2026. (Synthesized in Brookings, 2026.)
32. Wis. Stat. § 66.1002 governs development moratoria for cities, villages, and towns, imposing comprehensive plan, resolution, expert report, ordinance-content, notice, and duration requirements; its definition of “municipality” does not reach counties. Dane County Board Chair Patrick Miles initially abandoned a county moratorium on advice that state law prohibited it, then revived it after Manitowoc County adopted one structured around permit applications rather than rezoning and land division; the Dane County Board approved an 18-month pause unanimously on June 4, 2026, running through December 2027 and reaching the 26 towns under county zoning but not the six opted-out towns, 20 villages, and eight cities that set their own. Chali Pittman, “Dane County data center moratorium on fast track,” Isthmus (May 27, 2026), <https://isthmus.com/news/news/dane-county-data-center-moratorium-on-fast-track-after-finding-state-law-workaround/>, and “Dane County Board approves data center moratorium,” Isthmus (June 5, 2026), <https://isthmus.com/news/news/dane-county-board-approves-data-center-moratorium/>. Verified July 2026.
33. ISO/IEC 30134 series, Information technology — Data centres — Key performance indicators (covering power-usage effectiveness, water-usage effectiveness, and carbon-usage effectiveness, among others).
34. Public-domain reference agreements and frameworks. **Deployed agreements: Lancaster, Pennsylvania** — a community benefit agreement approved by City Council between the city and three developers ($\approx$ \$20 million contribution secured by a letter of credit, water use capped at 20,000 gallons/day, plus noise and clean-energy provisions), reported by LancasterOnline; **Cedar Rapids, Iowa** — a “community betterment” agreement with Google and QTS (a 20-year, 70% tax exemption tied to a jobs-and-wage threshold, with QTS contributing up to \$18 million over 20 years to a city-owned Community Betterment Fund), posted by the City of Cedar Rapids. Note: **West Des Moines, Iowa** is a Microsoft development agreement rather than a community benefit agreement in the same sense; the full executed Lancaster and Cedar Rapids documents should be obtained before relying on specific terms. **Templates and guidance:** the NAACP’s data center Community Benefits Agreement template (2026), built on four pillars — jobs (a 40–50% local-hiring target, prevailing wage, union neutrality), equity, community benefits (a benefit fund scaled to the project), and accountability (independent annual audits and public dashboards) — developed with Columbia Law School’s Sabin Center, <https://naacp.org/sites/default/files/documents/NAACP%20CBA%20Template%202026.pdf>; the Sabin Center for Climate Change Law’s CBA database and its analysis “Community Benefits Agreements and Data Center Development” (May 28, 2026), <https://blogs.law.columbia.edu/climatechange/2026/05/28/community-benefits-agreements-and-data-center-development/>; and Brookings, “Why community benefit agreements are necessary for data centers,” <https://www.brookings.edu/articles/why-community-benefit-agreements-are-necessary-for-data-centers/>. **Durability:** the World Resources Institute’s community-benefits work highlights binding the agreement to the facility regardless of ownership; its snapshot of the **Stillwater (Montana) Good Neighbor Agreement** — a

2000 contract that has remained enforceable across changes in the mine's ownership because the commitments attach to the operation rather than the signer — is the model, <https://www.wri.org/snapshots/community-benefits-snapshot-stillwater-good-neighbor-agreement> (see also WRI, "Community Benefits Frameworks: Shortcomings and Opportunities"). Verified June 2026.

35. El Paso, Texas approved an economic-incentive agreement with Meta that includes an 80% property-tax abatement for 35 years (alongside a city commitment of roughly \$12.5 million toward surrounding road infrastructure). After residents organized to unwind the deal, the City Council voted 5–3 on June 9, 2026 against beginning to terminate the agreement; city officials warned the contract has no termination-for-convenience provision and that ending it could expose the city to losses reported at up to roughly \$800 million, even as the city still projects Meta becoming its largest property taxpayer. El Paso Matters, "El Paso City Council rejects effort to end Meta data center agreement" (June 9, 2026), <https://elpasomatters.org/2026/06/09/meta-data-center-deal-to-remain-el-paso-city-council-rejects-terminating-agreement/>; vote and terms corroborated by KTSM and KVIA coverage of the June 9, 2026 meeting. Present the \$800 million exposure as a reported figure. On the term length, which is the whole point of the example: the conflict in press coverage between 25 and 35 years resolves against the City's own published description. El Paso states that the December 2023 Chapter 380 agreement provides an 80% city property tax rebate running 15 years for Phase 1, "for a total of 35 years for all phases" across the five-phase project, with abatements per phase statutorily limited to 10 years within each 15-year phase period. City of El Paso, "Data Centers" resource page, <https://www.elpasotexas.gov/data-centers/>, which also posts the executed Chapter 380 and tax abatement agreements. The 35-year figure is therefore the full-build-out term rather than a single flat abatement, and is described that way above. Verified June 2026; re-verified against the City's published terms, August 2026 (the June 9, 2026 council vote and the 80% rebate confirmed; the underlying agreement was approved December 5, 2023).
36. Kansas Corporation Commission, approval of Evergy's Large Load Power Service (LLPS) tariff (decided November 6, 2025). The LLPS structure applies to customers expecting more than 100 MW of demand (and at least 75 MW in any month); it sets a minimum contract term of 12 years (plus an optional load-ramp period of up to 5 years), requires a minimum monthly bill based on 80% of contract demand regardless of actual usage, and directly assigns to the new or expanded customer any system upgrades needed solely to serve it, so existing customers do not subsidize large loads. Kansas Corporation Commission, news release, November 6, 2025, <https://www.kcc.ks.gov/news-11-6-25>; see also Utility Dive, "Kansas, Michigan regulators approve large load rules for Evergy, Consumers Energy." De Soto, Kansas approved a development agreement with **Mount Sunflower, LLC** for a multi-building data center campus (August 2025), served under this framework: City of De Soto, "Data Center Campus Project," <https://www.desotoks.us/465/Data-Center-Campus-Project>. Verified June 2026.
37. The finding that limiting data-center load during the few highest-demand hours each year could let the U.S. grid absorb roughly 100 gigawatts of additional load without building new power plants is from Norris et al., Nicholas Institute for Energy, Environment & Sustainability, Duke University (2025) — the study modeled approximately 98 GW of headroom if new load is curtailed about 0.5% of the time (roughly two hours on average). <https://nicholasinstitute.duke.edu/>. The Oracle data-center field trial (a ≈ 25% reduction in power draw for three hours during a grid-stress event) is reported by NVIDIA; Brookings (2026) is retained as the synthesizing source for it.