THE PUBLIC GRID FRAMEWORK

A community playbook for public ownership of energy infrastructure.

Draft V0.1 — Public Grid Project — publicgridproject.org

Executive Summary

Companies are motivated to build data center infrastructure at record pace and scale, and this is **communities' leverage for building a renewable, net-zero energy grid owned by the public, for the public.** This framework aims to accomplish three things; identify leverage communities already hold, identify core negotiation asks and enforcement architecture, and provide tools for communicating across the political spectrum. **A canceled data center doesn't disappear - it moves to a less organized community.** Section 01 identifies what leverage every community holds.

Section 01 covers five universal data center choke points.

- Zoning and Land Use Permits
- Grid Interconnection
- Water Agreements
- Tax Incentives and Abatement
- Public Subsidy and Infrastructure Investment

Section 02 covers three different ownership models, and how they apply to data center infrastructure.

- Municipal Utility
- Member-Owned Cooperative
- Public Power Authority

Section 03 covers the core negotiation asks and enforcement architecture.

- Grid Reciprocity and Demand Response
- Net-Zero Construction and Renewable Generation Ownership
- Waste Heat Capture and Community Benefit Routing

Section 04 discusses **how to communicate the message to audiences across the political spectrum,** no matter their political starting point. Coalition building, messaging, and answering the hard questions.

SECTION 01: THE LEVERAGE MAP

What your community already controls

Before any negotiation begins, take inventory.

Data centers cannot be built anywhere. They require specific things that only local governments and public utilities can provide, and *every one of those requirements is a point of leverage.* Most communities don't realize how much they already hold.

This section helps organizers, council members, and utility officials identify the approvals and assets their community controls before a developer comes to the table. Understanding your leverage before negotiations begin is the difference between a community that captures public benefit and one that hands over decades of subsidies for a tax base and a few construction jobs.

THE FIVE CHOKE POINTS

Any data center project must clear five gates, and communities hold the keys to all of them.

01 — Zoning and Land Use

Data centers require specific zoning classifications, and most municipalities have full discretion over whether to grant them. A Conditional Use Permit (CUP) is the standard mechanism, as it allows development while attaching legally binding conditions the developer must meet to maintain their permit. Those conditions are negotiable. What gets written into the CUP is what gets enforced.

02 — Grid Interconnection

A data center without reliable power is a warehouse. Grid interconnection, or the physical and contractual right to draw from the public electrical grid, must be approved by the local utility or public utility commission. This is perhaps the most concentrated leverage point of all, because it persists for the life of the facility. A developer who later violates their Public Benefit Agreement faces the prospect of interconnection review - a remedy that minimizes litigation risk through contractual follow-through.

03 — Water Agreements

Large data centers consume millions of gallons of water annually for cooling. Municipal water access requires a formal agreement with the local utility, and that agreement can include conditions on consumption limits, conservation requirements, and heat discharge standards. Communities in water-stressed regions hold particular leverage here.

It's worth noting that water-intensive evaporative cooling is a design choice rather than a technical requirement. Closed-loop liquid cooling, immersion cooling, and air-based free cooling systems can ***dramatically reduce or eliminate water consumption*** while often enabling waste heat capture for community benefit. Communities facing water stress should require water-efficient cooling as a condition of any water agreement, and can point to existing major facilities already operating on these systems as proof of feasibility.

04 — Tax Incentives and Abatements

States and municipalities currently offer some of the *most generous* corporate subsidies in the American economy to attract data center development. Virginia offers 20-year sales tax exemptions. Texas limits property tax value by 50-80% for a decade or more. These are enormous transfers of public value. They are negotiated, not automatic. The framework proposed here doesn't ask communities to give less. It asks them to attach conditions that return value to the public in proportion to what they give away. Critically, incentives can be structured as phased releases tied to annual compliance verification - meaning a developer who fails to meet agreed performance targets simply doesn't receive the following year's benefit. This helps to minimize risk of litigation.

05 — Public Subsidy and Infrastructure Investment

Beyond tax incentives, local governments frequently fund road upgrades, utility extensions, and workforce training programs to support data center projects. These are additional points of negotiation, serving as public investments that should come with public benefit bonuses attached.

WHAT TO DO WITH THIS INVENTORY

Before your community enters any conversation with a data center developer, map your leverage:

Which of the five choke points apply to this project? Which require municipal approval versus state or utility approval? Which are already subject to existing conditions or agreements? Which offers the strongest basis for a Public Benefit Agreement?

The answers will vary by municipality, state regulatory environment, and project size. The framework sections that follow provide model language for translating this leverage into binding agreements, regardless of which combination of choke points your community controls.

A NOTE ON ENFORCEMENT

A Public Benefit Agreement is only as strong as its enforcement mechanisms. Section 03 of this framework covers model deal terms including *clawback provisions, performance bonds, independent verification requirements, and phased incentive release structures*. Communities should ensure any agreement includes at minimum a clawback mechanism, which is the ability to recover the value of public incentives already granted if a developer fails to meet their commitments. This is already standard practice in job creation agreements and applies equally here.

[End of Section 01, Section 02 Begins on Next Page]

SECTION 02: OWNERSHIP MODELS

Choosing the right structure for your community.

Choosing the ownership model is the most consequential decision your community will make.

Negotiating public benefit into a data center deal is only the first step. What endures is the structure you create to hold that benefit; *who owns the asset, who governs it, and who captures the revenue it generates* for decades to come. Getting this decision right matters more than any individual deal term.

The good news is that communities don't need to invent anything. We've included three proven ownership structures which have operated across the United States for generations, each with different governance models, financing mechanisms, and ideal use cases. The right choice depends on your community's existing infrastructure, political environment, and the scale of the project you're negotiating.

This section explains each model in plain language and closes with a comparison table to help your community identify the best fit before negotiations begin.

MODEL 01 — MUNICIPAL UTILITY

A municipal utility is *owned and operated directly by a city or county government.* Elected officials set policy, professional staff manage operations, and revenue flows back into the public budget or is reinvested in infrastructure.

Municipal utilities are the most familiar model for most communities. If your city already runs its own water or electric system, you have the institutional infrastructure to extend that model to publicly owned energy generation assets negotiated from data center deals.

1. **How it's governed:** City or county council sets policy. Day-to-day operations managed by a public utility department under elected oversight.
2. **How it's financed:** Municipal bonds, backed by the credit of the city or county. Generally the lowest borrowing cost of the three models.
3. **Best fit for:** Cities and counties that already operate municipal utilities, or larger municipalities with strong bond ratings and existing public works capacity.
4. **Real examples:** Los Angeles Department of Water and Power, Austin Energy, Seattle City Light. These are among the largest public power utilities in the country, operating at scale and returning value to their communities for generations.

5. **Watch out for:** Municipal utilities can be slower to adapt to changing conditions because decisions require political approval. Strong in stable environments, less agile in fast-moving ones.

MODEL 02 — MEMBER-OWNED COOPERATIVE

A cooperative is *owned by its members, governed by a member-elected board,* and *operated for the benefit of those members* rather than outside shareholders. Electric cooperatives have served rural America for nearly a century, originally built to bring power to communities that private utilities wouldn't serve profitably.

The cooperative model is particularly well-suited to communities where the data center negotiation involves multiple small municipalities, rural counties, or agricultural regions - any situation where a single municipal government doesn't have the scale or authority to act alone.

1. **How it's governed:** Member-elected board of directors. One member, one vote. Democratic accountability is built into the structure.
2. **How it's financed:** Member equity contributions plus revenue bonds. The Rural Utilities Service, a USDA program, provides financing support for rural electric cooperatives specifically.
3. **Best fit for:** Rural communities, agricultural regions, multi-municipality negotiations where no single government has clear authority to act alone.
4. **Real examples:** The United States has nearly 900 electric cooperatives serving 42 million people across 56% of the nation's landmass. The cooperative model is not experimental, it is the backbone of rural American energy infrastructure.
5. **Watch out for:** Cooperatives require member organizing to establish and can move slowly when member consensus is needed. The upfront work of building membership is real, but the resulting democratic accountability is a long-term asset.

MODEL 03 — PUBLIC POWER AUTHORITY

A public power authority is an *independent public entity created by state legislation*, operating outside the direct control of any single municipal government. It can span multiple jurisdictions, issue its own revenue bonds, and act with a degree of autonomy that municipal utilities and cooperatives typically can't match.

The public power authority model is best suited for large-scale or regional projects. These are situations where the data center development affects multiple communities, where the negotiation requires a counterparty with significant financial capacity, or where state-level action is needed to establish the right framework.

1. **How it's governed:** An appointed or elected board, created by state statute. Governance varies significantly by state; some authorities have elected boards, others are appointed by governors or legislatures.
2. **How it's financed:** Revenue bonds backed by the authority's own income stream rather than municipal credit. This can help finance larger projects that most municipalities would struggle to manage independently.
3. **Best fit for:** Regional multi-jurisdiction projects, large-scale negotiations requiring significant financial capacity, and situations where state legislation creates the enabling framework.
4. **Real examples:** The Tennessee Valley Authority serves seven states and 10 million people. The New York Power Authority is the largest state public power organization in the country. The Bonneville Power Administration markets power across the Pacific Northwest. These are not small experiments. They are major public infrastructure institutions.
5. **Watch out for:** Public power authorities require state enabling legislation to establish, which takes time and political will. Best pursued as a longer-term goal while municipal utility or cooperative structures handle near-term negotiations.

WHAT TO DO WITH THIS INFORMATION

Before selecting a model, your community should ask three questions:

1. Do we already have public utility infrastructure we can build on? If yes, the municipal utility model is likely your fastest path.

2. Are we working across multiple jurisdictions or in a rural region? The cooperative model may offer the best combination of democratic accountability and multi-community reach.

3. Is the scale of this project large enough to warrant state-level action? If yes, begin building the political coalition for a public power authority while using existing structures for immediate negotiations.

In many cases the answer will be a hybrid approach - using a Conditional Use Permit and a Public Benefit Agreement in the near term *while* building the institutional infrastructure for a more permanent ownership structure over time. The framework is designed to support that sequencing.

COMPARISON TABLE

	Municipal Utility	**Member Co-op**	**Public Power Authority**
Who owns it	City/county government	Member-owners	Independent public board
Who governs it	Elected officials	Member-elected board	Appointed/elected board
How it's financed	Municipal bonds	Member equity + bonds	Revenue bonds
Best used for	Cities with existing utility infrastructure	Rural and multi-jurisdiction communities	Large regional projects
U.S. examples	LADWP, Austin Energy	900 co-ops, 42M people served	TVA, NYPA, Bonneville
Complexity to establish	Moderate	Moderate	High
Speed to establish	Faster	Moderate	Slower - requires state legislation

[End of Section 02, Section 03 begins on Next Page]

SECTION 03: MODEL DEAL TERMS

Template language for negotiating equity in clean generation

A Public Benefit Agreement is a contract, not a courtesy.

When a developer comes to your community seeking zoning approval, grid interconnection, water access, and tax incentives, they are asking for things your community controls. A ***Public Benefit Agreement***, or ***PBA***, is the mechanism for attaching legally binding conditions to those approvals. It is not a wishlist or a letter of intent. It is a contract with enforcement teeth.

This section provides plain-language model provisions for the three core asks of the Public Grid framework. These are starting points for negotiation, not final language. **Your community's city attorney should review and formalize any agreement before signing.** But the ideas here are sound, the precedents exist, and the asks are reasonable. Developers operating in competitive markets have accepted similar terms elsewhere.

Lead with what matters most to your community. Hold some asks in reserve. **And remember: your leverage is highest before the permit is granted. Use it.**

THE THREE CORE ASKS

ASK 01 — GRID RECIPROCITY AND DEMAND RESPONSE

What it means:

The data center agrees to participate in the local grid as a two-way asset rather than a pure consumer. During periods of peak public demand, the facility switches its servers to internal battery power, removing itself from the grid and protecting neighboring homes and businesses from brownouts. During periods of excess renewable generation, the facility can accept and store that energy, returning it to the grid when needed.

Why it matters:

Data centers maintain massive Uninterruptible Power Supply battery systems as standard infrastructure, and these exist whether or not the community captures their benefit. Grid

reciprocity simply formalizes that these batteries serve a public purpose in addition to a private one.

Model provision language:

"As a condition of grid interconnection approval, [Developer Name] agrees to participate in the [Municipality/Utility Name] Demand Response Program. The facility shall maintain a minimum of [X] megawatt-hours of on-site battery storage capacity. During Demand Response events declared by [Utility Name], the facility shall reduce its net draw from the public grid to zero within [30] minutes of notification, operating on internal battery reserves for the duration of the event. The facility shall report monthly to [Municipality] on battery capacity, demand response activations, and grid export events. Failure to maintain participation in the Demand Response Program constitutes a material breach of this Agreement."

Negotiating notes:

Start with the demand response requirement. It costs the developer relatively little - they already have the batteries - and the public benefit is immediate and tangible. *This is your easiest ask and your best opening position.*

ASK 02 — NET-ZERO CONSTRUCTION AND RENEWABLE GENERATION OWNERSHIP

What it means:

The developer finances and builds renewable energy generation - solar arrays, wind installations, or both - sufficient to offset the facility's net energy consumption. Critically, that generation infrastructure is owned by a public utility, cooperative, or municipal authority rather than the developer. *The developer pays for it. The public owns it.* When the data center eventually closes or relocates, the renewable generation remains as a permanently owned community asset.

Why it matters:

This is the core asset transfer of the Public Grid framework. The developer needs energy. The community needs clean generation infrastructure. The negotiation trades one for the other - not as charity, but as a straightforward exchange of value. The precedent exists: Illinois already requires data centers to achieve carbon neutrality as a condition of incentive eligibility. This ask builds on that precedent and adds the ownership dimension.

Model provision language:

"As a condition of tax incentive eligibility under [applicable program], [Developer Name] agrees to finance the construction of renewable energy generation capacity equivalent to [100%] of the facility's projected annual energy consumption, as verified by independent energy audit. Said

generation capacity shall be constructed on [community-identified sites] and upon completion of construction shall be transferred to [Municipal Utility/Cooperative/Public Power Authority] at no cost. [Developer Name] shall retain no ownership interest in said generation capacity following transfer. The transfer shall occur no later than [X] months following the facility's commencement of operations. Until transfer, [Developer Name] shall maintain the generation assets in good working order and shall carry liability insurance naming [Municipality] as an additional insured."

Negotiating notes:

This is your most ambitious ask and the one developers will push back on hardest. Lead with the Illinois carbon neutrality precedent to establish that *conditions on incentives are normal and accepted*. Frame the ownership transfer as the community's fair return on decades of tax abatements - not an imposition, but a reciprocal exchange. If a developer won't accept full ownership transfer, a partial ownership stake or a long-term lease arrangement preserving community benefit is a reasonable fallback position.

One important financing reality to understand before negotiating: federal renewable energy tax credits - including the Investment Tax Credit (ITC) and Production Tax Credit (PTC) - generally require the developer to maintain ownership of the generation assets through a recapture period, typically five years. *Immediate transfer of ownership to a public entity may cause the developer to forfeit those credits, which significantly affects project economics.* In practice, the most workable structure is often a deferred transfer - *the developer retains ownership through the credit recapture period, then transfers the assets to the public entity at no cost. A long-term Power Purchase Agreement (PPA) can protect community benefit during the interim period.* Your city attorney and a renewable energy financing specialist should review this structure before finalizing any agreement.

ASK 03 — WASTE HEAT CAPTURE AND COMMUNITY BENEFIT ROUTING

What it means:

Data center servers generate enormous amounts of heat as a byproduct of operation. Rather than expelling that heat into the atmosphere through water-intensive cooling towers, the facility installs industrial heat exchangers that capture the heat and route it into a community benefit system; *district heating for public schools, affordable housing, community facilities, or municipal buildings.*

Why it matters:

This ask converts what is currently an environmental liability into a community asset. The technology is proven and has been deployed at scale. Meta's facility in Odense, Denmark currently heats more than 11,000 homes through the city's district heating network. Equinix's facility in Markham, Ontario provides recovered heat to York University, community swimming

pools, and thousands of nearby homes. The question is not whether the technology works. The question is whether your community captures the benefit.

Model provision language:

"As a condition of water agreement approval, [Developer Name] agrees to install industrial heat exchange infrastructure capable of capturing no less than [X]% of the facility's server waste heat output. Said heat exchange infrastructure shall connect to [Municipality's district heating system / designated community facilities] no later than [12] months following the facility's commencement of operations. [Developer Name] shall provide recovered heat to [designated recipients] at no cost for a period of [20] years following connection. The facility shall submit quarterly reports to [Municipality] documenting heat output, capture rates, and delivery volumes. Water-intensive evaporative cooling shall not be used as the primary cooling mechanism without written approval from [Municipality]."

Negotiating notes:

Lead with the Odense and Markham examples - *they are your most powerful proof of concept because they involve companies your audience will recognize*. Frame waste heat capture as the community receiving value that currently goes to waste. If a developer raises cost concerns, note that closed-loop liquid cooling systems that enable heat capture often reduce long-term water and energy costs compared to evaporative cooling - this is an ask that can pencil out for the developer as well as the community.

THE ENFORCEMENT ARCHITECTURE

A Public Benefit Agreement without enforcement mechanisms is a press release. These four provisions should appear in every agreement.

Clawback Provisions

Any tax incentive, abatement, or public subsidy granted under the agreement shall be subject to clawback if the developer fails to meet performance requirements. Clawback amounts should be calculated as the full value of incentives received to date, plus interest at the applicable municipal bond rate. This is already standard practice in job creation agreements across the United States, and the same logic applies here.

Performance Bonds

Prior to breaking ground, the developer shall post a performance bond equal to [2-5%] of total project value, held by the municipality. The bond is forfeited in whole or in part upon material breach of the Public Benefit Agreement, as determined by independent arbitration. Performance bonds are standard in construction contracts and signal that the developer's commitments are genuine rather than aspirational.

Independent Verification

All performance metrics [*energy consumption, battery capacity, heat capture rates, renewable generation output*] shall be verified annually by an independent third-party auditor selected by the municipality. *Developer self-reporting alone is not sufficient.* The cost of independent verification shall be borne by the developer as a condition of incentive eligibility.

Phased Incentive Release

Tax incentives and abatements shall be released in annual tranches contingent on verified compliance with the prior year's performance requirements. A developer who fails to meet agreed targets in year three does not receive year four's incentive allocation. This minimizes litigation exposure - the incentive simply does not release until compliance is verified.

A NOTE ON NEGOTIATION SEQUENCING

Experienced negotiators know that not every ask lands in the first conversation. Here is a suggested sequencing for communities entering their first data center negotiation:

Lead with demand response. It's the easiest ask for the developer to accept, it produces immediate public benefit, and it establishes the principle that the facility will operate as a community asset rather than a pure consumer. Getting the developer to say ***yes*** to something builds momentum.

Follow with waste heat capture. The Odense and Markham examples make this ask feel reasonable and precedented. Frame it as converting waste into value - a win for both parties.

Hold renewable generation ownership for the third conversation. This is your most ambitious ask and the one that will require the most negotiation. Arriving at it ***after*** the developer has already agreed to two provisions puts you in a stronger position than leading with it.

Never negotiate enforcement mechanisms in isolation. Clawback, performance bonds, and phased incentive release should be presented as a package - standard practice in Public

Benefit Agreements, not punitive additions. If a developer pushes back on enforcement, ask which of their commitments they don't intend to keep.

[End of Section 03, Section 04 Begins on Next Page]

SECTION 04: THE ORGANIZER'S TOOLKIT

Coalition building, messaging, and answering the hard questions.

The framework is only as powerful as the people behind it.

Sections 01 through 03 gave you the leverage map, the ownership models, and the deal terms. This section gives you something harder to codify but equally important: the human infrastructure to make it work.

Data center negotiations are won or lost before anyone sits down at a table. ***They are won by communities that have already built coalitions broad enough to make a developer believe that opposition to their terms will be costly, sustained, and organized.*** They are lost by communities that arrive at a zoning meeting with good ideas and no preparation.

This section won't tell you everything about organizing, as that knowledge lives in your community, your relationships, and your experience. *What it will do* is give you a starting framework for building the coalition, carrying the message, handling the objections, and sustaining the effort long enough to win something real.

PART ONE: BUILDING THE COALITION

The Public Grid framework is not a left issue or a right issue. It is an infrastructure issue - and infrastructure has natural allies across the political spectrum that a purely ideological framing would never reach.

Before approaching a developer or a council member, map your coalition. Here are the groups most likely to respond to the framework's core argument and the entry point that works for each.

Environmental and climate organizations

Entry point: Net-zero construction requirements and renewable generation ownership. These groups are already organized around data center opposition in many communities. The framework gives them a path from "cancel it" to "build it on our terms" - a more durable and achievable goal.

Ratepayer and consumer advocacy groups

Entry point: Lower energy bills. The demand response and grid reciprocity provisions have a direct, measurable impact on residential energy costs. This is your most accessible argument for audiences with no interest in ownership theory.

Local unions and labor organizations

Entry point: Construction jobs with community benefit strings attached, and the principle that public investment should produce public return. Labor has fought this battle before - in infrastructure, in housing, in public transit. The framing is familiar.

Housing and community development advocates

Entry point: Waste heat capture routing to affordable housing and public facilities. Free or low-cost heating for public housing residents is a tangible, immediate benefit that connects the framework to existing housing justice work.

Small business associations

Entry point: Grid stability and lower commercial energy costs. Small businesses are disproportionately affected by brownouts and rate spikes. Demand response provisions that stabilize the local grid protect them directly.

Faith communities

Entry point: Stewardship and the common good. Many faith traditions have strong frameworks for thinking about shared resources and intergenerational responsibility. The public utility argument maps naturally onto stewardship language without requiring any political framing.

Local elected officials and candidates

Entry point: A concrete, deliverable policy win that is neither anti-growth nor anti-community. The framework gives an elected official something to point to - a real negotiation with real public benefit - rather than a symbolic opposition that produces nothing.

Building the coalition in practice:

Don't try to unite everyone around a single message before you start. Bring each group in through their own entry point and let the shared goal of public benefit become visible as the coalition grows. A union rep and an environmental organizer don't need to agree on everything to agree that the grid should belong to the public.

Hold a coalition meeting before any public action. Get each group's concerns on the table, identify the overlapping interests, and agree on the external message everyone can carry. Then show up to the zoning meeting together.

PART TWO: THE TWO-MESSAGE FRAMEWORK

Different audiences need different entry points into the same argument. Trying to carry the full framework into every conversation is the fastest way to lose people before they hear the part that would have moved them.

The Public Grid Project uses two distinct messages for two distinct contexts.

<u>The internal message, for your organizing base:</u>

"If capital can deploy AI as a tool that never needs to rest, never organizes, and never withholds its work, it becomes a permanent structural advantage over labor. The floor we need isn't just labor protections for humans - it's ensuring that the infrastructure AI runs on is publicly owned, so that the gains it generates return to the public rather than concentrating at the top. Maintaining that ownership floor is what keeps future tools possible."

This message is for people who already have the vocabulary; labor organizers, policy advocates, people who understand the ownership question and its implications. It asks them to extend their existing framework to include AI infrastructure as a labor issue.

The external message, for everyone else:

“The grid belongs to everyone who powers it.”

That sentence travels. It doesn’t require anyone to have an opinion on AI. It doesn’t ask anyone to accept public ownership as an ideology. It asks them to believe that *public infrastructure should serve the public* - a position that almost no one disagrees with once it’s stated that plainly.

When carrying the external message in conversation, lead with the infrastructure reality: communities are already getting the costs of data center development - strained grids, depleted water tables, diesel backup generators running at 3am. The framework is about making sure they also get the benefits.

Reaching defensive audiences:

You will encounter two defensive audiences in this work. Some will be skeptical because they distrust AI and see any engagement with data center development as capitulation. Others will be skeptical because they see public ownership as anti-business or radical.

The external message is ***designed to reach both***. It doesn’t ask anyone to change their position on AI, and it doesn’t ask anyone to accept public ownership as an ideology. It asks them to believe that public infrastructure should serve the public.

For the anti-AI audience specifically:

You don’t have to support AI to support public infrastructure. If this technology gets built regardless of how anyone feels about it, *and the evidence suggests it will,* the only question is whether the grid it runs on belongs to the public or to private capital. Opposing data centers without securing public terms just means they get built somewhere else, under worse conditions, with no community benefit.

For the skeptical-of-government audience:

This isn’t about government running a tech company. It’s about communities negotiating fair terms for something they’re already being asked to provide. The Rural Electrification Administration, the Tennessee Valley Authority, and the Interstate Highway System were all built this way - public investment producing public return.

PART THREE: ANSWERING THE HARD QUESTIONS IN PERSON

The FAQ on the *Public Grid Project* website covers the most common objections in detail. This section gives you shorter, conversational versions for face-to-face exchanges where you have thirty seconds rather than three paragraphs.

"I'm opposed to AI entirely. Why should I engage with this?"

You don't have to support AI to support public infrastructure. If this technology gets built regardless, and the evidence suggests it will, the question is whether the grid it runs on belongs to the public. Opposing data centers without securing public terms just means they get built somewhere else with a less organized community, under worse conditions, and no community benefit. This framework is for people who want something real to show for the fight.

"Won't this scare investment away?"

Demand for compute is intense and suitable sites are limited. Companies need these deals to happen. We're not asking them to build for free - we're asking them to earn the public subsidies they're already receiving. Many developers already partner on renewable generation. We're formalizing a public stake.

"Isn't this just the government seizing private property?"

Nothing here is taken by force. Communities are negotiating the terms of approvals and incentives they already grant voluntarily. A company that wants public land, permits, and tax breaks can be asked to share ownership of what those public goods make possible. That's a normal exchange.

"Isn't this radical?"

Municipal energy ownership is standard across Northern Europe. The United States built the TVA and the REA on exactly this model. Meta's data center in Odense currently heats 11,000 homes. This isn't a new idea, rather, it's catching up to democratic norms that have worked for generations.

“This sounds good in theory. Has it actually worked anywhere?”

Yes. Meta’s Odense facility heats more than 11,000 homes. Equinix’s Markham facility warms York University, community swimming pools, and thousands of nearby homes. Illinois ties data center incentives to carbon neutrality requirements. Virginia, Texas, and Kansas all attach job creation and wage conditions to their incentive packages. The mechanism exists and is being used. We’re proposing to use it more ambitiously.

If a developer pushes back on enforcement provisions:

Ask which of their commitments they don’t intend to keep.

PART FOUR: THE URGENCY AND THE LONG GAME

The window for this work is real but not permanent.

Corporate urgency - the desperate need for land, power, and permits - is highest exactly when a project needs local approval. ***Once the concrete is poured, that urgency fades***. A developer who needed your community’s grid interconnection yesterday has far less reason to return to the table once the facility is operational.

This means the time to negotiate is ***before*** approval, not after. Communities that wait to see how a facility operates before making demands will find that the leverage they held during permitting has expired.

At the same time, this is a long game. Not every negotiation will produce a full Public Benefit Agreement on the first try. Here is what partial wins look like, and why they matter:

A demand response commitment without ownership transfer is still a win. It establishes the principle that the facility operates as a community asset, creates a contractual relationship with enforcement mechanisms, and sets a precedent for future negotiations.

A net-zero construction requirement without community ownership of generation is still a win. It reduces the facility’s environmental impact, demonstrates that conditions on incentives are accepted practice, and builds the case for ownership transfer in future negotiations.

A coalition that didn't close a deal is still a win if it's intact and organized for the next opportunity. Data center development pipelines move slowly. The community that lost this negotiation and stayed together will be better positioned for the next one.

Measure progress in relationships built, precedents set, and organizing capacity developed - not just in agreements signed. The communities that will capture the most public benefit from the AI infrastructure buildout are not necessarily the ones that negotiated hardest in 2026. They are the ones that built the most durable coalitions, established the clearest precedents, and showed up ready when the next developer came to the table.

A final note:

The grid that gets built in the next decade ***will shape energy infrastructure for the next several decades.*** What gets owned publicly now ***stays*** owned publicly. What gets captured by private capital now will require generations of political effort to reclaim.

You are not just negotiating a data center deal. ***You are deciding who controls the foundational infrastructure of the AI era.*** That is worth the effort. That is worth the long game.

The grid belongs to everyone who powers it.

This concludes the Public Grid Framework, Draft V0.1.

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The framework is a living document. Send feedback, case studies, and model ordinance language to help us improve it.