

The Pennsylvania Community Benefit Plan

A practical guide to meeting GRID's community standard, and the township's.

Version 1.3, September 5, 2026. Adds contribution sizing against capital investment, cumulative burden screening, and the separation of operator obligations from fund grants. Version 1.2 clarifies the meaning of "plan" against GRID and federal usage. Version 1.1 adds the load ramp, 90-day disclosure, decommissioning, and existing-facility material, prompted by the Brookings Center for Technology Innovation webinar of February 17, 2026. Working guide. GRID certification is administered by the Office of Transformation and Opportunity and the Department of Revenue, and the legislation that ties it to the Act 25 sales tax exemption was pending in the General Assembly as of September 2026. Confirm the current program guidance and take legal advice before filing. This guide is about what a plan should contain, not about the law.

Who This Is For

A developer with a Pennsylvania site in permitting who needs a community benefit plan that does two jobs at once: satisfies the Commonwealth's GRID standards for certification, and survives the township hearing where the project actually lives or dies.

Those are different tests. GRID asks whether you have committed to a process and a set of topics. The township asks whether residents believe you. A plan written for the state alone reads like a compliance filing at the hearing. A plan written for the hearing alone may miss what the state requires. This guide describes one document that passes both.

It is also for the township officials on the other side of the table, who are entitled to know what a good plan looks like before they are asked to approve one.

1. What GRID Actually Requires

The Governor's Responsible Infrastructure Development standards, announced in full on May 27, 2026, condition Commonwealth support for large data center projects on four standards: energy affordability, transparency and community engagement, workforce and economic development, and environmental protection. GRID certification is the gateway to the sales tax exemption for data center

equipment and to the Permit Fast Track program. Certification is reviewed annually, and the Department of Revenue may revoke it and recapture all or part of the tax benefit if the developer fails to meet the requirements.

On community, the standards require three things.

A community outreach plan that promotes public engagement and transparency, including commitments to notify affected local governments, hold public meetings, and consult municipal leaders early enough for their input to matter.

Good-faith discussion of a community benefit agreement covering, at minimum: traffic studies, noise and lighting mitigation, air quality, emergency management planning, aesthetics, and financial contributions toward local priorities.

Footprint disclosure: building size, campus acreage, peak electric demand, water consumption and source, share of non-emitting energy, Power Usage Effectiveness, and Water Usage Effectiveness.

The other three standards set the numbers a plan should carry rather than argue about: at least \$250 million of cumulative investment, at least 200 prevailing-wage construction jobs, at least 50 permanent jobs at or above 125% of the state average wage by the fourth anniversary and \$1.5 million in annual payroll after that, hiring and training plans that use registered apprenticeships, incremental generation capacity paid for in full by the developer with no cost shifted to ratepayers, and a sustainability plan with a recognized building certification.

2. What GRID Does Not Say

The standards name the topics an agreement must cover. They do not say:

- Who holds the money once a financial contribution is promised
- Who decides how it is spent
- How often anyone reports on it, or to whom
- What happens to the commitments if the facility is sold
- Whether residents have any standing after the agreement is signed

That silence is not a loophole. It is the space in which most agreements fail. A \$110 million agreement signed in Frederick County, Maryland on September 1, 2026 listed seven line items and said nothing about custody, governance, or reporting. Of 72 community benefit frameworks catalogued by the World Resources Institute across two decades, four in five promise some reporting and fewer than one in four combine reporting with a standing community committee and an enforcement clause.

For a Pennsylvania developer the silence has a specific cost. GRID compliance is reviewed every year, and the tax benefit can be clawed back. A plan whose commitments cannot be measured cannot be shown to have been kept. The parts of the plan the state did not specify are the parts that protect the certification.

3. Two Documents, In Order

The **community outreach plan** comes first. It is a process commitment: who you will notify, when you will meet the public, how you will consult the township, and how you will publish what you learn. It should be filed before the first hearing and it should be short.

The **community benefit plan** is the substance: the mitigation commitments, the contribution, the governance, and the reporting. It is what the community benefit agreement is negotiated from. Draft it before the agreement, publish it, and let the agreement be the binding version of a plan people have already read.

A note on the word "plan." GRID does not define a "community benefit plan" as an instrument; it requires an outreach plan and good-faith negotiation of an agreement. In federal funding programs, a "community benefit plan" is a non-binding document a developer submits to a funder. We use the word for the substantive draft a developer publishes before the agreement is negotiated, which is meant to become the agreement. It is not a substitute for one. Our companion piece on the difference between agreements, ordinances, plans, and workforce agreements is at baseloadcommons.com/instruments-guide.

The rest of this guide is about the second document.

4. The Eight Parts Of A Plan That Passes Both Tests

4.1 Footprint disclosure, first and in full

Open with the GRID metrics: acreage, square footage, peak megawatts, annual water consumption and its source, the non-emitting share of supply, PUE, and WUE. Give the numbers at full build-out, not for phase one. Residents will find the full build-out number anyway, and a plan that discloses it first is the only plan that can be believed on anything else.

Add three numbers GRID does not ask for but every hearing does: how many diesel backup generators, how many hours a year they are permitted to run, and the load ramp. Electricity service agreements are proprietary, and in constrained markets utilities now quote four to seven years to deliver full contracted power. Publish the contracted capacity by year to full build-out. A township cannot judge a

facility from its phase-one megawatts, and a supervisor in the most mature data center county in the country said so on a Brookings panel this year.

Publish the projected water and peak power demand at least 90 days before the first approval hearing. Ninety days is long enough for the water authority and the utility to check the numbers and short enough that the developer cannot be accused of sitting on them.

4.2 The listening record

Before the plan proposes anything, it should show what the township said. A needs assessment run with residents, local officials, the water authority, the school district, and emergency services, written up in plain language and published. Two to three months of work. It does not need to be a survey; a record of who was in the room and what they asked for is enough, and it is what turns the outreach plan from a promise into evidence.

The questions to answer in writing, because residents will ask them: power and water demand at full build-out; who pays for the substation, the water main, and the road; permanent jobs by title and wage range; local hiring share; and who is responsible in year twenty.

4.3 Mitigation commitments, on the GRID list

Traffic, noise, lighting, air quality, emergency management, aesthetics. Each one with a measurable commitment, a monitoring method, and a place the results are published. A noise commitment is a decibel limit at the property line with quarterly readings posted, not a promise to comply with the ordinance. An air quality commitment is generator run-hour caps and emissions data, not a sentence about Tier 4 engines.

4.4 The contribution formula

The financial contribution should be tied to the facility, not to a press cycle. The cleanest published precedents are per-megawatt: the Eight Point Wind host community agreement in New York pays \$3,000 per year per megawatt of nameplate capacity for the life of the project, and the South Fork Wind agreement pays 25 annual installments with a 2% escalator. For a data center the analogous formula is a fixed dollar amount per megawatt of energized capacity per year, escalating with inflation, paid quarterly, for the operating life of the facility.

Then check the size against the total. A per-megawatt formula is the cleanest mechanism, but a mechanism is not a size. Add up everything the plan commits over its full term, including equipment refresh, and express it as a percentage of the facility's total capital investment. Two percent is a defensible target and one percent a floor. A formula that scales correctly can still be far too small, and the percentage is the only number that tells you.

What to avoid: a single up-front gift, an amount that steps down after year five, or any clause that lets the developer allocate the money at its own discretion. The Kahana Solar agreement in Hawaii reserved part of each year's payment for the developer to direct, and it is the model residents cite when they explain why they do not trust these documents.

4.5 Where the money sits

In a restricted fund at a community foundation in the region, under a written fund agreement with published rules. Pennsylvania has one in every region that matters: the Scranton Area Community Foundation for Lackawanna County, the Luzerne Foundation for Luzerne County, the Community Foundation for the Alleghenies in the west, and others. The foundation holds and disburses. The developer never holds the money after it is paid, and neither does any consultant.

A community foundation is known to the township, already operates under charitable rules, and publishes audited statements. Naming one in the plan does more for credibility than any paragraph about intent.

4.6 Who decides

A standing advisory council with a resident majority, an independent facilitator, and published membership. Township officials, the school district, and the developer may hold seats, but residents hold the majority and the developer does not vote on distributions. The council sets priorities from the listening record and recommends grants; the foundation confirms they are within the fund rules and pays them.

The Nashville MLS agreement went one step further and made the community committee responsible for writing the annual report. That is the right instinct. The people who decided should be the people who account for it.

4.7 Reporting

Quarterly, public, within thirty days of quarter end, in plain language, with the foundation's fund statement attached. Every grant named. Mitigation readings included. The same document goes to the township, the developer's board, the Department of Revenue's annual compliance review, and the neighbors. One report, four readers, no separate versions.

This is the part of the plan that protects the GRID certification. Annual compliance review is a documentary exercise, and four quarterly reports already published are the documentation.

4.8 Enforcement, transfer, and renewal

Three clauses that almost no agreement carries and every twenty-five year facility needs.

Enforcement: what happens if a mitigation limit is exceeded or a payment is late, with a cure period and a consequence. The Metropolitan St. Louis Sewer District agreement paired a monitoring committee with an independent monitor and quarterly compliance reports; that structure is the model.

Transfer: the commitments run with the facility. If the site is sold, the buyer inherits the fund agreement, the council, and the reporting obligation. Data center campuses change hands; the plan should assume it.

Renewal: a re-opener at year five and every five years after, so the council can revisit priorities and the contribution can be adjusted if capacity grows. Only 10 of the 72 frameworks in the WRI database have any renewal language.

Decommissioning: a filed decommissioning and site restoration plan, with financial assurance sized to it, and a fund agreement that keeps contributions flowing through closure and leaves the remaining balance in the region under the council's direction. Data center buildings are not easily repurposed, and a township that has planned around the tax base needs to know what happens when the racks leave. The Compute Stewardship Standard's revised draft makes this a condition of certification above Entry tier; a Pennsylvania plan should carry it whether or not certification is sought.

5. Two More Things Worth Funding

Technical assistance for the township. The Waste Management host community agreement in Maine funded a \$100,000 technical assistance account used solely for the municipality's own planning and decision making. A township facing its first gigawatt-scale proposal has no data center expertise and no budget to buy it. Funding that, at arm's length, is the single cheapest way a developer can be believed when it says it wants a fair process.

Broadband. A data center pulls fiber along its route. In a rural county that fiber can become public middle-mile service for the towns it passes, and a broadband capital line in the fund gives the council a benefit that residents in a coal-region township will actually feel. The Monhegan Plantation wind agreement in Maine is the small precedent.

6. Facilities That Already Exist

Most of this guide assumes a site in permitting. A large share of the backlash is aimed at facilities that are already running. Loudoun County, Virginia has more than 200 data centers, 53 million square feet, and, by its own vice chair's account in February 2026, not a single community benefit agreement. The same is true of most operating campuses in Pennsylvania and Ohio.

An operating facility has no hearing to prepare for, but it has buying moments of its own: an expansion application, a rate case in which residents blame their bills on the campus, a county election fought over data centers, a moratorium proposal, or a GRID certification filing that asks for community commitments the facility never made. The plan for an existing facility is the same eight parts with two differences. The listening record starts from grievances rather than expectations, so it takes longer and should be led by someone the operator does not employ. And the contribution formula starts from energized capacity that already exists, which means the first payment can be made in the first quarter, and the first public report can follow within ninety days. A facility that has been in a town for ten years without a program does not need a plan. It needs a first report.

7. Timeline

Week	Work
1 to 2	Footprint disclosure assembled. Outreach plan filed with the township. First meetings with the water authority, school district, emergency services.
3 to 8	Listening record: public meetings, one-to-one conversations with residents and officials, written summary published. Fund agreement drafted with the community foundation.
8 to 10	Plan drafted: mitigation commitments, contribution formula, governance, reporting, enforcement. Reviewed by the foundation and by counsel.
10 to 12	Plan published. Advisory council seated. Plan submitted with the land development application and referenced in the GRID certification filing.

Eight to twelve weeks, aligned to the hearing date. A plan that arrives after the planning commission has already recommended denial is a settlement document, not a plan.

8. How Plans Fail

Every one of these is drawn from the 2026 record in Pennsylvania and neighboring states.

- **Incomplete filings.** In August 2026 a township in Montgomery County denied five applications in one vote, citing incomplete architectural plans, missing traffic analysis, and review comments unanswered since March. Twenty thousand residents had signed a petition. No plan survives a filing the board cannot read.
- **Fighting the township.** A developer that sues for an extension the day before the vote, or is accused by a council chair of intimidation, has no plan that will be believed. The plan is a negotiation posture as much as a document.
- **Headquarters philanthropy.** A scholarship, a fire truck, a check to the library. Welcome, and irrelevant. The Compute Stewardship Standard's draft community pillar scores one-time philanthropy at zero, and townships have learned to read it the same way.
- **The developer's discretion clause.** Any language that lets the company decide where the money goes turns the fund into marketing.
- **Nondisclosure agreements.** Incentive terms under NDA with a local government are now a liability. Microsoft ended them worldwide in 2026, and the Commonwealth's own framing of GRID cited projects "shrouded in secrecy." Publish the incentive agreement with the plan.
- **No reporting.** Four in five agreements promise it. Fewer than one in four structure it. The ones that do not are the ones residents cite at the next hearing, in the next township, about the next developer.

9. The One-Page Checklist

Disclosure

- ☐ Acreage, square footage, peak MW, water volume and source, non-emitting share, PUE, WUE, at full build-out
- ☐ Generator count and permitted run hours
- ☐ Load ramp schedule: contracted capacity by year to full build-out
- ☐ Projected water and peak power demand published 90 days before the first hearing

Process

- ☐ Outreach plan filed before the first hearing
- ☐ Listening record published, naming who was consulted
- ☐ The five resident questions answered in writing

Mitigation

- ☐ Traffic, noise, lighting, air, emergency management, aesthetics: each with a limit, a monitoring method, and a publication point

Money

- ☐ Per-MW annual contribution with escalator, paid quarterly, for the operating life
- ☐ Total committed checked against capital investment: 2% target, 1% floor
- ☐ Contributions secured by letter of credit, escrow, or parent guarantee
- ☐ Screening-tool output for the census tract published before the first hearing
- ☐ Operator obligations listed separately from fund-eligible priorities
- ☐ Restricted fund at a named community foundation under a written fund agreement
- ☐ No developer discretion over allocation
- ☐ Technical assistance line for the township
- ☐ Broadband and digital access named as an eligible priority; fiber route assessed for public middle-mile use

Governance

- ☐ Resident-majority advisory council, independent facilitator, published membership
- ☐ Developer holds no vote on distributions

Reporting

- ☐ Quarterly, public, within 30 days, with the foundation statement attached
- ☐ Every grant named; mitigation readings included
- ☐ One report serves the township, the board, and the state compliance review

Durability

- ☐ Enforcement clause with cure period and consequence
- ☐ Commitments run with the facility on transfer
- ☐ Re-opener at year five and every five years
- ☐ Decommissioning and site restoration plan with financial assurance; fund continuity through closure

Sources

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- Frederick County, Maryland, Catellus community benefits agreement, announced September 1, 2026, Maryland Association of Counties.
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