Template GRID Project Consent Order and Agreement

Note: This is a model and can be changed to fit specific facts of a GRID Project
Brackets identify information that needs filled in.

(Rev. 08/18/2026)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

In The Matter Of:

[*Name*]	:	[*Subject*]
[*Street Address*]	:	
[*City, State and Zip code*]	:	

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement is entered into this [_____] day of [_____], 2026 ("Effective Date"), between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department") and [*Full Name of Developer*[1]].

The Department has found and determined the following:

A. The Department is the agency with the duty and authority to administer and enforce the Air Pollution Control Act, Act of January 8, 1960, P.L. 2199, *as amended*, 35 P.S. §§ 4001-4015 ("Air Pollution Control Act"); The Clean Streams Law, Act of June 22, 1937, P.L. 1987, *as amended*, 35 P.S. §§ 691.1- 691.1001 ("Clean Streams Law"); the Dam Safety and Encroachments Act, Act of November 26, 1978, P.L. 1375, *as amended,* 32 P.S. §§ 693.1-693.27 ("Dam Safety Act"); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, *as amended*, 71 P.S. § 510-17 ("Administrative Code"); and the rules and regulations promulgated under these laws.

B. [*Full name of Developer*] is [*a Pennsylvania or foreign corporation, limited liability company, or partnership*] with an address of [*postal or street address*] ("[*Short form of Developer's name*]").

1 "Developer" is the proponent of the Data Center project and should be the owner or operator for purposes of permitting regulated activities at the Site.

C. [*Short form of Developer's name*] owns or operates on property located at [*identify the location of the GRID project that is the subject of the Consent Order and Agreement with an address, a property description such as a parcel number, or as described on Exhibit A*] ("Site"). [*Short form of Developer's name*] proposes to develop the Site for use as a "Computer Data Center" as that term is defined in paragraph 3, below.

D. [*Include this paragraph if a Common Parent of the Unitary Business is either responsible for management and operation of the Data Center at the Site on a permanent basis after the Computer Data Center commences commercial operation, or which will utilize at least 50% of the Data Center's capacity exists at the time of execution of this Consent Order and Agreement. If no such Common Parent exists, omit, and instead include subparagraph 8.d. below*] [*Name of the Common Parent of the Unitary Business*] is the Common Parent of the Unitary Business that will be responsible for management and operation of the Computer Data Center at the Site on a permanent basis after the Computer Data Center commences commercial operation or will utilize at least 50% of the Computer Data Center's capacity.

E. [*Short form of Developer's name*] or its agents, contractors, employees [*others*] have or will be seeking permits or authorizations from the Department as required under the laws and regulations referenced in paragraph A.

F. The total anticipated campus acreage for the Computer Data Center on the Site is [_____] acres and the anticipated floor area of the buildings on the Site is [_____] square feet.

Energy

G. The Computer Data Center at the Site is anticipated to require up to [_____] MW of peak electric demand upon commencement of commercial operation

and may increase its demand to [_____] MW of peak demand in specified future years.

H. Electricity for operation of the Computer Data Center at the Site will be provided by [*e.g., energy capacity facilities located on the Site or co-located on nearby property as follows (describe, including MW expected) or connection to existing electrical grid under contract with (name provider)*].

I. The percentage of electricity used at the Site that is expected to be from non-emitting sources on an annual energy basis is [_____] percent.

J. The Computer Data Center's expected average annual power usage effectiveness is [_____].

K. The expected heat reuse at connected or co-located facilities from heat generated by operation of the Computer Data Center at the Site will be up to [_____] percent.

L. The development and operation of the Computer Data Center at the Site will include the construction and operation of backup energy systems such as [*e.g. engine-driven electrical generation units with _____MW capacity*].

Water

M. The anticipated annual average wastewater generated or treated water discharges at the Site will be [_____] gallons per day.

N. The estimated annual average water consumption by the Computer Data Center at the Site will be [_____] gallons per day.

O. The anticipated maximum daily water demand by the Computer Data Center at the Site will be [_____] gallons per day.

P. The source(s) of water to be utilized by the Computer Data Center at the Site is [*if surface water, then "name of surface water," if public water supplier, then name it, or "an on-*

Site groundwater well"].

Q. [*Name of surface water*] is designated [*Chapter 93 designation*] under 25 Pa. Code Chapter 93 (relating to water quality standards).

R. The expected average annual water usage effectiveness by the Computer Data Center at the Site is [_____] L/kWh.

S. Earth disturbance from construction and the water consumption and wastewater discharges from the operation of the Computer Data Center at the Site create a danger of pollution of the waters of the Commonwealth if not properly regulated.

T. [*If applicable*] Construction of the Computer Data Center at the Site is anticipated to change the course, current or cross section of watercourses, floodways, or a body of water at or near the Site.

Applicable Law

U. [*Short form of Developer's name*] is a "person" as that term is defined in Section 3 of the Air Pollution Control Act, 35 P.S. § 4003; Section 1 of the Clean Streams Law, 35 P.S. § 691.1; and Section 3 of the Dam Safety Act, 32 P.S. § 693.3.

V. The on-site energy generation units anticipated to be installed at the Site are each a stationary "air contamination source" as that term is defined in Section 3 of the Air Pollution Control Act, 35 P.S. § 4003.

W. Section 6.1(a) of the Air Pollution Control Act, 35 P.S. § 4006.1(a), prohibits a person from constructing or installing any stationary air contamination source without a plan approval from the Department.

X. Section 6.1(b) of the Air Pollution Control Act, 35 P.S. § 4006.1(b), prohibits a person from operating any stationary air contamination source without a permit from the Department.

Y. Under Section 2 of the Air Pollution Control Act, 35 P.S. § 4002(a), the Commonwealth of Pennsylvania protects the air resources of the Commonwealth to a degree necessary for, among other things: protection of the public health, safety, and well-being of its citizens; protection of the comfort and convenience of the public; and the development, attraction, and expansion of industry and commerce.

Z. A permit or plan approval issued under Section 6.1(b.1) of the Air Pollution Control Act, 35 P.S. § 4006.1(b.1), may contain such terms and conditions as the Department deems necessary to assure proper operation and each permittee shall submit reports to the Department containing such information as the Department may prescribe.

AA. [*Short name of the surface water*] is a "waters of the Commonwealth" as that term is defined in Section 1 of the Clean Streams Law, 35 P.S. § 691.1.

BB. Under Section 402 of the Clean Streams Law, 35 P.S. § 691.402(a), whenever the Department finds that an activity creates a danger of pollution of the waters of the Commonwealth, the Department may issue an order regulating that activity.

CC. [*Short name of the surface water*] is a "watercourse" as that term is defined in Section 3 of the Dam Safety Act, 32 P.S. § 693.3.

DD. Wetlands disturbed at or near the Site are a "body of water" as that term is defined in Section 3 of the Dam Safety Act, 32 P.S. § 693.3.

EE. Water withdrawal and water discharge structures constructed on or near the Site are "water obstructions" or "encroachments" as those terms are defined in Section 3 of the Dam Safety Act, 32 P.S. § 693.3.

FF. Under Section 6 of the Dam Safety Act, 32 P.S. § 693.6, no person shall construct, operate, maintain, modify, enlarge or abandon any water obstruction or encroachment without the prior written permit of the Department.

GG. Under Section 9 of the Dam Safety Act, 32 P.S. § 693.9, the Department may impose such permit terms and conditions regarding construction, operation, maintenance, inspection and monitoring of the project as are necessary to ensure compliance with this act and other laws administered by the Department.

ORDER

After complete negotiation of all matters in this Consent Order and Agreement and upon mutual exchange of the covenants in this Consent Order and Agreement, the parties intending to be legally bound, the Department ORDERS and [*Short form of Developer's name*] AGREES as follows:

1. ***Authority***. This Consent Order and Agreement is an order of the Department authorized and issued under Sections 4(9)(i) and 10.1 of the Air Pollution Control Act, 35 P.S. §§ 4004(9)(i) and 4010.1; Section 5 of the Clean Streams Law, 35 P.S. § 691.5; Section 20 of the Dam Safety Act, 32 P.S. § 693.20; and Section 1917-A of the Administrative Code, 71 P.S. § 510-17.

2. ***Findings***.

a. In any matter or proceeding between [*Short form of Developer's name*] and the Department, the Department may rely on, and [*Short form of Developer's name*] shall not

challenge or deny, the Department's assertion of the truth, accuracy, or validity of paragraphs A through [*the last findings paragraph above*].

b. The parties do not authorize any other persons to use the findings in this Consent Order and Agreement in any matter or proceeding and nothing in this Consent Order and Agreement constitutes an admission on the part of [*Short form of Developer's name*] in any matter or proceeding not between [*Short form of Developer's name*] and the Department.

3. ***Definitions.*** Whenever the terms listed below are used in this Consent Order and Agreement or in the Appendices, the following definitions shall apply:

a. "Alternative Compliance Payment." A per-megawatt-hour payment at the Alternative Compliance Payment Rate made to PEDA by a Computer Data Center if the Computer Data Center elects to satisfy its Clean Firm Energy procurement requirement through payment in lieu of procurement.

b. "Alternative Compliance Payment Rate." A rate expressed in dollars per megawatt-hour updated annually based on the estimated average levelized cost of electricity from unsubsidized solar photovoltaic technology, as published by the United States Energy Information Administration's most recent Annual Energy Outlook.

c. "Clean Firm Energy." Energy derived from nuclear energy, hydroelectric power, including pumped storage, geothermal energy, fuel cells, solar energy, including solar energy paired with storage resources, wind energy, including wind energy paired with storage resources, Clean Hydrogen-fueled Energy Generation, battery energy storage systems, distributed energy resource aggregations, and long-duration storage resources that meet all of the following:

(i) The resource can deliver electricity with ELCC Class Ratings as calculated by PJM interconnection under the methodology approved by FERC on January 30th, 2024 in Docket No. ER24-99; and

(ii) The resource constitutes Incremental Capacity, including any of the following:

(a) Placement in service of a new Clean Firm Energy resource on or after January 1, 2025.

(b) An uprate or efficiency improvement at an existing Clean Firm Energy resource completed on or after January 1, 2025, that increases accredited capacity or net output.

(c) Placement in service of a battery energy storage system on or after January 1, 2025, that provides at least two hours of continuous discharge, or another duration determined by the Department to provide reliable capacity value.

(d) Placement in service of a long-duration storage resource on or after January 1, 2025, that provides not less than four hours of continuous discharge capability and firm service.

d. "Clean Hydrogen-fueled Energy Generation." Electricity generated using hydrogen produced through a process with a life cycle greenhouse gas emissions rate of less than four kilograms of carbon dioxide equivalent per kilogram of hydrogen.

e. "Common Parent." The most senior corporation owning or controlling a Unitary Business that includes an owner or operator.

f. "Computer Data Center." All or part of a Facility that may be composed of one or more businesses, owners or tenants, that is or will be predominantly used to house working servers or similar data storage systems and that may have uninterruptible energy supply or generator backup power, or closed-loop cooling systems, towers and other temperature control infrastructure.

g. "Computer Data Center Equipment." Equipment located on the same Site as the Computer Data Center that is used to outfit, operate or benefit a Computer Data Center and component parts, installations, refreshments, replacements and upgrades to the equipment, notwithstanding whether any of the equipment is affixed to or incorporated into real property, including:

(i) equipment necessary for the transformation, generation, distribution or management of electricity that is required to operate computer servers or similar data storage equipment, including battery energy storage devices, uninterruptible energy supplies, conduit, gaseous fuel piping, cabling, duct banks, switches, switchboards, batteries and testing equipment.

(ii) equipment necessary to cool and maintain a controlled environment for the operation of the computer servers or data storage systems and other components of the Computer Data Center, including mechanical equipment, refrigerant piping, gaseous fuel piping, adiabatic and free cooling systems, cooling towers, water softeners, air handling units, indoor direct exchange units, fans, ducting and filters.

(iii) water conservation systems, including facilities or mechanisms that are designed to collect, conserve and reuse water.

(iv) software, including enabling software and licensing agreements, computer servers or similar data storage equipment, chassis, networking equipment, switches, racks, cabling, trays and conduits.

(v) monitoring equipment and security systems.

(vi) modular data centers and preassembled components of any item described in this definition, including components used in the manufacturing of modular data centers.

(vii) other tangible personal property that is essential to the operations of a Computer Data Center.

h. "Department." The Commonwealth of Pennsylvania Department of Environmental Protection.

i. [*Include this definition if the GRID Project is located in an Environmental Justice Area, otherwise omit*] "Environmental Justice Area." A geographic area characterized by increased pollution burden, and sensitive or vulnerable populations based on demographic and environmental data.

j. "Facility." One or more parcels of land located in this Commonwealth and any structures and personal property contained on the land.

k. "GRID." The Governor's Responsible Infrastructure Development Standards.

l. "GRID Project." The Computer Data Center and Computer Data Center Equipment constructed or placed at the Site.

m. "Incremental Capacity." Additional electric capacity from an energy resource in an amount determined based on the unforced capacity value assigned to the resource under PJM's applicable capacity accreditation rules that meets all of the following:

(i) If a new generating asset or energy efficiency improvement, results from the placement in service of a new resource on or after January 1, 2025, or results from an uprate or efficiency improvement completed on or after January 1, 2025, to the extent that the improvement increases accredited capacity or net output available to the grid;

(ii) For a battery energy storage system or long-duration storage resource, results from the installation of new storage equipment, or the expansion or repowering of an existing storage equipment, that is completed on or after January 1, 2025, that increases discharge duration, rated capacity, or firm service capability;

(iii) Is verified to the satisfaction of the Department as representing additional accredited capacity that would not have been available to the bulk electric system in this Commonwealth absent the investment identified under paragraph (i) or (ii); and

(iv) Meets all other PJM criteria required to be eligible as a capacity resource.

n. “Incremental Energy.” Additional net electric energy output from an energy resource that meets the following:

(i) Results from the placement in service of a new resource on or after January 1, 2025; or results from an uprate or efficiency improvement completed on or after January 1, 2025, at an existing generation or long-duration storage resource, to the extent that the improvement increases net energy output available to the grid. Results from the placement in service of a new resource on or after January 1, 2025; or

(ii) Results from an uprate or efficiency improvement completed on or after January 1, 2025, at an existing generation or long-duration storage resource, to the extent that the improvement increases net energy output available to the grid; or

(iii) For a battery energy storage system or long-duration storage resource, results from the installation of new storage equipment, or the expansion or repowering of existing storage equipment, that is completed on or after January 1, 2025, that increases discharge duration, rated capacity, or firm service capability; and

(iv) Is verified to the satisfaction of the Department as representing additional net energy output that would not have been available to the bulk electric system in this Commonwealth absent the investment identified under paragraph (i) or (ii).

o. “Locational Deliverability Area.” A geographic area within the PJM region that has limited transmission capability to import capacity to satisfy such area's reliability requirement as specified in Reliability Assurance Agreement, Schedule 10.1. PJM Intra-PJM Tariffs, OATT, Definitions - L - M - N, 19.0.0 as accepted by the Federal Energy Regulatory Commission docketed at ER20-646-000 and any updated Federal Energy Regulatory Commission docketed schedule.

p. “New Investment.” Construction, expansion, or build-out of data center space at either a new or an existing Computer Data Center at the Site on or after the Effective Date, and the purchase and installation of Computer Data Center Equipment, except for items described under paragraph iv. of the definition of Computer Data Center Equipment.

q. "Owner or operator." The term includes a single entity, multiple entities or affiliated entities that own or operate a Computer Data Center.

r. "PEDA." The Pennsylvania Energy Development Authority.

s. [*Include this definition if the GRID Project is located in an area designated as Pennsylvania Climate Change Connectivity, otherwise omit*] "Pennsylvania Climate Change Connectivity." A priority conservation area, identified by the Climate Change Connectivity dataset layer available through the Pennsylvania Conservation Explorer, based on these five conservation factors: biodiversity, regional connectivity, resiliency, geophysical characteristics, and landscape condition.

t. "PJM Interconnection, L.L.C." or "PJM." The regional transmission organization approved by the Federal Energy Regulatory Commission to coordinate wholesale electricity markets and transmission operations within a geographic region.

u. "Power Usage Effectiveness." The industry-standard energy efficiency metric for a Computer Data Center, expressed as the ratio of the total energy usage of the facility to the energy usage of only the facility's IT equipment.

v. "PUC." The Pennsylvania Public Utility Commission.

w. "Site." The property located at [*identify the location of the regulated activity that is the subject of the Consent Order and Agreement with an address, a property description such as a parcel number, or as described on Exhibit A*]

x. "Solar Ready." A structure that allows for solar photovoltaic panels to be installed on at least 40% of the roof area, including preinstalled conduit, and provides sufficient space to install inverters and other necessary equipment.

y. "Tenant." An entity that contracts with the owner or operator of a

Computer Data Center to use or occupy part of the Computer Data Center.

z. "Tier 4 equivalent." A combination of an electrical generator and an engine mounted together to form a single piece of equipment, equipped with all of the following:

(i) A selective catalytic reduction system or equivalent for nitrogen oxides control.

(ii) A diesel oxidation catalyst system or equivalent for carbon monoxide control.

(iii) A diesel particulate filter or equivalent for particulate matter control.

aa. "Unitary Business." A single economic enterprise that is made up either of separate parts of a single business entity or of a commonly controlled group of business entities that are sufficiently interdependent, integrated and interrelated through their activities so as to provide a synergy and mutual benefit that produces a sharing or exchange of value among them and a significant flow of value to the separate parts.

bb. "Viewshed." The geographical area of a landscape or environment that is visible from one or more specific vantage points.

4. ***GRID Project Energy Obligations*** [*Include this Section 4 unless the GRID project has, as of the date the Governor signed Executive Order 2026-05: (1) submitted a permit application to the Department in connection with a data center project with over 25MW of peak demand, and (2) executed a binding Electric Service Agreement and/or Transmission Security Agreement, in which case refer to "Addendum A: GRID Project Energy Obligations for Existing Permittees"*]

a. [*Short form of Developer's name*] shall build, bring, or buy sufficient Incremental Capacity to meet its peak power demand from Incremental Capacity located within the same PJM Locational Deliverability Area as the proposed GRID Project.

b. [*Short form of Developer's name*] shall build, bring, or buy sufficient Incremental Energy to meet its full energy demand on an annual basis using resources located within the same PJM Locational Deliverability Area as the proposed GRID Project.

c. If the Incremental Capacity or Incremental Energy resource is not located within the same PJM Locational Deliverability Area as the GRID Project, [*Short form of Developer's name*] shall submit documentation to the Department to demonstrate that the new generation or storage resource is deliverable to the GRID Project and incremental to existing supply, through firm transmission contracts or other verifiable means, consistent with PJM and utility tariff structures.

d. [*Short form of Developer's name*] shall – as a subset of its Incremental Energy supply – build, bring, or buy electricity from Clean Firm Energy resources located within this Commonwealth in an amount not less than the following percentages of the GRID Project's annual electricity consumption:

(i) beginning January 1, 2027, and ending January 1, 2030, 10%.

(ii) beginning January 1, 2030, and ending January 1, 2035, 14.5%.

(iii) beginning January 1, 2035, 32%.

e. If [*Short form of Developer's name*] does not build, bring, or buy Clean Firm Energy sufficient to satisfy the required amounts under paragraph 4.d. in a given year, [*Short form of Developer's name*] shall, by June 1 each year, make an Alternative Compliance Payment to PEDA at the Alternative Compliance Payment Rate for the difference between what is required and what was actually procured by [Short form *of Developer's name*].

f. To demonstrate that it has secured sufficient Incremental Capacity, Incremental Energy, and Clean Firm Energy as described in Section 4, [*Short form of Developer's*

name] shall submit to the Department documentation of binding financial agreements with energy resources that establish exclusive claims to the proposed GRID project for a given increment of capacity, or energy. [*Short form of Developer's name*] shall submit such documentation prior to issuance of the final permit required by the Department for operation of the GRID project.

g. Annually on or before July 1 each year following the commencement of operation of the GRID Project, [*Short form of Developer's name*] shall submit documentation demonstrating that its secured Incremental Capacity and Incremental Energy resources met the actual full peak power demand and energy consumption of the GRID Project over the prior year.

h. [*Short form of Developer's name*] shall pay, through base rates, surcharges or other ratemaking mechanisms, costs caused in whole or in part by the interconnection, service, or load of a GRID Project, including costs associated with transmission, distribution, network upgrades or dedicated facilities if:

(i) the costs are directly attributable to the provision of electric service to the GRID Project; or

(ii) the costs would not have been incurred but for the electricity demand of the GRID Project.

i. Compliance with paragraph 4.h may be demonstrated by [*Short form of Developer's name*] submitting to the Department a copy of its Electric Service Agreement and/or Transmission Security Agreement, showing that it purchases electricity from an electric distribution company under an electric service tariff with terms:

(i) no less stringent than those detailed in the PUC's final Large Load Customer Model Tariff (Docket M-2025-3054271); and

(ii) further addressing the GRID Project's contributions to embedded system costs.

j. [*Include this paragraph if the GRID project has not already submitted a permit to the Department including a building design, if so, omit*] [*Short form of Developer's name*] shall design and construct all buildings at the Site that will have a floor area exceeding 100,000 square feet in a Solar Ready manner that facilitates and optimizes the installation of solar photovoltaic panels on unoccupied roof areas of the building or other areas of the building.

k. [*Short form of Developer's name*] shall include the obligations stated in this paragraph 4 as proposed conditions in all permit applications submitted to the Department for authorizations sought for the development of the Site as a Computer Data Center and shall not challenge in any forum the Department's inclusion of the obligations of this paragraph 4 as a condition of any permit or authorization issued by the Department for the development of a Computer Data Center at the Site.

5. ***GRID Project Community Involvement Obligations***

a. In addition to any public participation required by law or Department regulations, [*Short form of Developer's name*] shall notify and consult with the public in the area in which the GRID Project will be located by:

(i) holding accessible in-person public information meetings;

(ii) consulting with municipal leaders in the host jurisdiction(s) and potentially affected adjoining jurisdictions during the GRID Project development; and

(iii) soliciting public comments on design decisions including Viewshed impact mitigation, noise impact mitigation and building façade design.

b. [*Include if the data center project has not yet held three public meetings as described below, otherwise omit or reduce required number of meetings*] Within [*60*] days after the Effective Date of this Consent Order and Agreement [*Short form of Developer's name*] shall

submit to the Department a detailed schedule for at least [*3*] planned, accessible in-person public information meetings to be held in the jurisdiction in which the GRID Project will be located for the purposes of informing the public about the GRID Project that will be held in addition to any public meeting required by law or Department regulations ("Community Outreach Plan").

c. [*Include this subparagraph if the GRID Project is located in an Environmental Justice Area, otherwise omit*] [*Short form of Developer's name*] shall include in its public information meetings, consultation with municipal leaders required by paragraph 5.a., and Community Outreach Plan, an explanation of defined measures to offset any increased environmental exposures or net environmental effects on the Environmental Justice Area.

d. [*Short form of Developer's name*] shall:

(i) within [*60*] days after the Effective Date of this Consent Order and Agreement, submit to the Department a hiring plan for recruiting and training Pennsylvania residents, including local workforce participation in Site preparation and Site construction, and use registered apprenticeship programs and skilled construction labor;

(ii) create at least 200 jobs during the construction phase of development, each paying the applicable prevailing minimum wage and benefit rates as determined for each applicable craft or classification by the Department of Labor and Industry under act of August 15, 1961 (P.L.987, No.442), known as the Pennsylvania Prevailing Wage Act;

(iii) before the fourth anniversary of the commencement of commercial operation of the Computer Data Center at the Site, create 50 new permanent, full-time jobs each paying at least 125% of Pennsylvania's average Statewide wage;

(iv) for each year after the fourth anniversary of the commencement of commercial operation of the Computer Data Center that the Computer Center remains in operation, pay annual gross compensation of at least $1,500,000 to employees employed full time at the GRID Project Site; and

(v) make at least $250,000,000 of cumulative New Investment.

e. Within [*60*] days after the Effective Date of this Consent Order and Agreement, [*Short form of Developer's name*] shall offer a community benefit agreement to the Municipal and County governments of the jurisdiction in which the GRID Project will be located that addresses:

(i) detail about planned development phases of the GRID Project;

(ii) noise, vibration and lighting study requirements and mitigation techniques;

(iii) a traffic study;

(iv) air quality protection requirements consistent with Federal and State law;

(v) a plan for addressing aesthetic concerns, including landscaping or visual buffers;

(vi) an emergency management plan that addresses training, coordination and reasonable resource needs of the emergency management professionals and first responders responsible for the jurisdiction in which the GRID Project will be located;

(vii) [*Include this subparagraph if the GRID Project is located in an Environmental Justice Area, otherwise omit*] for GRID Projects located in an Environmental Justice Area, funding and collaboration with municipal, civic and private industries to positively impact the population characteristics of the Environmental Justice Area;

(viii) annual reporting to the Municipal and County governments of the jurisdiction in which the GRID Project will be located addressing community benefit agreement progress;

(ix) financial contributions toward local priorities; and

(x) other items as determined by Municipal and County governments of the jurisdiction in which the GRID Project will be located.

f. Within 20 days after the execution of any community benefit agreement, [*Short form of Developer's name*] shall notify the Department of the community benefit agreement

and include as proposed conditions in all applications submitted to the Department for individual permits or individual authorizations sought for the development of the Computer Data Center at the Site, the obligations satisfying paragraphs 5.e.i). through 5.e.x) that are included in any community benefit agreement reached with the Municipal and County governments of the jurisdiction in which the GRID Project will be located.

g. [*Short form of Developer's name*] shall not challenge in any forum the Department's inclusion of the obligations satisfying paragraphs 5.e.i). through 5.e.x) that are included in any community benefit agreement reached with the Municipal and County governments of the jurisdiction in which the GRID Project will be located as conditions of any permit or authorization issued by the Department for the development of a Computer Data Center at the Site.

6. ***GRID Project Environmental Obligations.***

a. Within [*one*] year after commencement of commercial operation of the Computer Data Center, [*Short form of Developer's name*] shall submit to the Department a certification for the GRID Project from a recognized performance-based facility standard system or systems applicable to Computer Data Centers certifying that the GRID Project is minimizing energy and water use by implementation of best management practices at the Site.

b. For backup energy systems used at the Site, [*Short form of Developer's name*] shall:

(i) use zero-emission energy generation and storage or backup generators with emissions equal to or less than the emissions achieved by a Tier 4 or Tier 4 equivalent generator;

(ii) implement operational practices such as reduced generator runtime and limits on backup generation utilization to emergency use and limited testing and maintenance consistent with Federal and State air quality laws and regulations.

c. [*Short form of Developer's name*] shall establish at least three air quality monitors at or near the Site, in locations approved by the Department, that provide continuous record of the air quality that will be made available to the public and Municipal and County government in the area of the GRID Project, as follows:

(i) At least [*60*] days before commencing commercial operation of the Computer Data Center at the Site, [*Short form of Developer's name*] shall submit to the Department a plan and schedule to establish at least three air quality monitors at or near the Site ("Air Monitor Plan");

(ii) The Air Monitor Plan shall identify proposed locations of monitors at or near the Site and the air quality parameters proposed by [*Short form of Developer's name*] to be monitored;

(iii) The schedule proposed in the Air Monitor Plan shall provide for installation of the air quality monitors no later than 180 days after commencing commercial operation of the Computer Data Center at the Site; and

(iv) The Air Monitor Plan will describe how [*Short form of Developer's name*] will make available to the public and Municipal and County government in the area of the GRID Project, the data collected by the air quality monitors.

d. [*Include this subparagraph if the GRID Project is located in an area identified as Pennsylvania Climate Change Connectivity, otherwise omit*] Within 180 days after the Effective Date, [*Short form of Developer's name*] shall submit to the Department a written report explaining the defined measures [*Short form of Developer's name*] is taking to minimize and ameliorate impacts to priority conservation areas or offset net loss of habitat and ecological function, and identifying [*Short form of Developer's name*]'s efforts to fund and collaborate with private conservation and public resource entities to support the monitoring of impacts to land, water and biological resources, and containing a schedule for implementing those measures. Within [*60*] after the Effective Date of this Consent Order and Agreement, [*Short form of*

Developer's name] shall submit to the Department a written plan ("Water Plan") that includes all of the following:

(i) estimated average annual water consumption;

(ii) anticipated maximum daily water demand;

(iii) source(s) of water to be utilized;

(iv) expected average annual water usage effectiveness;

(v) volume of waste or treated wastewater discharges;

(vi) a description of the closed-loop or open evaporative cooling system to be used at the Computer Data Center; and

(vii) a commitment to not adversely impact the quantity or quality of water for other uses or users, including designated and existing uses under 25 Pa. Code, Chapter 93.

e. [*Short form of Developer's name*] shall include as proposed conditions in all individual permit or individual authorization applications submitted to the Department for authorizations under the Air Pollution Control Act sought for the development of the Computer Data Center at the Site the obligations in paragraphs 6.a. through 6.c.

f. [*Short form of Developer's name*] shall include as proposed conditions in all individual permit or individual authorization applications submitted to the Department for authorizations under the Clean Streams Law and Dam Safety Act sought for the development of the Computer Data Center at the Site the obligations in paragraph 6.d.

g. [*Short form of Developer's name*] shall not challenge in any forum the Department's inclusion of the obligations in this paragraph 6 as a condition of any permit or authorization issued by the Department for the development of a Computer Data Center at the Site.

7. ***GRID Project Additional Reporting Obligations.***

a. At least 30 days prior to commencing commercial operations of the

Computer Data Center at the Site, [*Short form of Developer's name*] shall submit to the Department a written report, verified by [a qualified third-party entity], identifying any material change to [*Short form of Developer's name*]'s performance of the obligations in paragraphs 4 through 6 of this Consent Order and Agreement, and that includes, at a minimum:

(i) confirmation that the changes have not imposed additional costs on other utility ratepayers;

(ii) confirmation that [*Short form of Developer's name*] has fully implemented its Community Outreach Plan;

(iii) confirmation that [*Short form of Developer's name*] has made the cumulative New Investments and created the jobs required to date by paragraph 5; and

(iv) the status of compliance with the obligations of paragraph 6.

b. The [*Short form of Developer's name*] shall submit to the Department on an annual basis on or before July 1 each year, a report verified by [a qualified third-party auditor], including all of the following:

(i) documentation that the Computer Data Center is continuing to meet the obligations of paragraphs 4 and 5;

(ii) the amount and source of water used by the Computer Data Center and a certification that its water use has not adversely impacted the quantity or quality of water for other uses or users including designated and existing uses under 25 Pa. Code Ch. 93 (relating to water quality standards);

(iii) the amount of electricity used by the Computer Data Center;

c. [*Short form of Developer's name*] shall include as proposed conditions in all individual permit or individual authorization applications submitted to the Department for authorizations under the Air Pollution Control Act, Clean Streams Law, and Dam Safety Act sought for the development of the Computer Data Center at the Site the obligations in this paragraph 7.

d. [*Short form of Developer's name*] shall not challenge in any forum the

Department's inclusion of the obligations in this paragraph 7 as a condition of any permit or authorization issued by the Department for the development of a Computer Data Center at the Site.

8. ***Binding Tenants, Owners and Operators.***

a. In any contract, agreement or assignment with a Tenant, Owner or Operator of the Computer Data Center at the Site for construction at, or occupancy, lease, or purchase of the Computer Data Center, the Site , or any part thereof, [*Short form of Developer's name*] shall bind the Tenant, Owner or Operator to the obligations of this Consent Order and Agreement as a successor or assign of [*Short form of Developer's name*] and [*Short form of Developer's name*] retains the right to enforce the obligations of this Consent Order and Agreement against the Tenant, Owner or Operator through said contract, agreement or assignment.

b. [*Short form of Developer's name*] shall include in any contract, agreement or assignment with a Tenant, Owner or Operator of the Computer Data Center at the Site for construction at, or occupancy, lease, or purchase of the Computer Data Center, the Site, or any part thereof, a condition stating that the Department is a third party beneficiary in regard to the obligations of this Consent Order and Agreement that the Owner or Operator is obligated to perform.

c. [*Short form of Developer's name*], shall provide the name of any Tenant, Owner or Operator of the Computer Data Center at the Site to the Department within five business days after signing a commercial agreement with a Tenant, Owner or Operator of the Computer Data Center at the Site.

d. [*Include this paragraph if no Common Parent exists at the time of execution of this document, otherwise omit*] [*Short form of Developer's name*] warrants that as of the date of execution of this Consent Order and Agreement, no Common Parent of the Unitary Business either

responsible for management and operation of the Computer Data Center at the Site on a permanent basis after the Computer Data Center commences commercial operation, or which will utilize at least 50% of the Computer Data Center's capacity, exists, and further agrees that it will provide the name of such a Common Parent to the Department within one week of signing a commercial agreement with an entity within such a Unitary Business.

9. ***Submission of Documents***. With regard to any document that [*Short form of Developer's name*] is required to submit under this Consent Order and Agreement, the Department will review the document and will approve or disapprove the document, in writing. If the Department disapproves the document, in whole or part, [*Short form of Developer's name*] shall submit a revised document to the Department that addresses the Department's concerns within a reasonable time that the Department specifies. Upon the Department's approval, the document, including any Department-approved implementation schedules, becomes a part of this Consent Order and Agreement and enforceable against [*Short form of Developer's name*].

10. ***Stipulated Civil Penalties***.

a. [*Short form of Developer's name*]'s failure to comply with any term or provision of this Consent Order and Agreement is a violation of a Department order and, in addition to other applicable remedies, [*Short form of Developer's name*] agrees to pay a stipulated civil penalty for the violation as follows:

(i) for violation of paragraph 4, [$25,000 - $100,000] per megawatt of the Computer Data Center's rated capacity per day for each violation; and

(ii) for all other violations, $25,000 per day for each violation.

b. [*Short form of Developer's name*] shall pay stipulated civil penalty payments monthly on or before the 15th day of each succeeding month by check made payable to the Commonwealth of Pennsylvania and sent to the Department contact listed under paragraph 15

of this Consent Order and Agreement, or by electronic payment using the Department's Public Upload with Payment system.

c. [*Short form of Developer's name*]'s payment under this paragraph does neither waive [Short form *of Developer's name*]'s duty to meet [*his, her, their, its*] obligations under this Consent Order and Agreement nor preclude the Department from commencing an action to compel [*Short form of Developer's name*]'s compliance with the terms and provisions of this Consent Order and Agreement. The payment resolves only [*Short form of Developer's name*]'s liability for civil penalties arising from the violations of this Consent Order and Agreement for which the payment is made.

d. Stipulated civil penalties are due automatically and without notice.

11. ***Additional Remedies***.

a. If [*Short form of Developer's name*] fails to comply with any term or provision of this Consent Order and Agreement, the Department may, in addition to the remedies prescribed herein, remove [*Short form of Developer's name*] permit or authorizations from the permitting process described in Section 1(b) of Executive Order No. 2026-05 - Protecting Pennsylvania Consumers from Data Center Impacts.

b. If [*Short form of Developer's name*] fails to comply with any term or provision of this Consent Order and Agreement, the Department may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the Department, including an action for civil penalties or action to enforce this Consent Order and Agreement.

c. The remedies provided by this paragraph and paragraph 10 (Stipulated Civil Penalties) are cumulative and the exercise of one does not preclude the exercise of another. The delay or failure of the Department to pursue any remedy is not a waiver of that remedy. The

payment of a stipulated civil penalty, however, precludes any further assessment of civil penalties for the violation for which the stipulated penalty is paid.

12. ***Reservation of Rights***. The Department reserves the right to require additional measures to achieve compliance with applicable law. [*Short form of Developer's name*] reserves the right to challenge any action which the Department may take to require those measures but [*Short form of Developer's name*] waives the right to challenge the content or validity of this Consent Order and Agreement.

13. ***Liability of [Short form of Developer's name]***. [*Short form of Developer's name*] is liable for any violations of this Consent Order and Agreement, including those caused by, contributed to, or allowed by its governing body, managers, members, officers, agents, employees, or contractors. Unless [*Short form of Developer's name*]'s obligations are modified or terminated as provided in paragraph 14.c. (Transfer of [*Short form of Developer's name*] or Site), [*Short form of Developer's name*] is also liable for any violation of this Consent Order and Agreement caused by, contributed to, or allowed by its successors and assigns.

14. ***Transfer of [Short form of Developer's name] or the Site***.

a. The transfer of any legal or equitable interest in [*Short form of Developer's name*] or a portion or all of the Site will not modify, diminish, terminate, or otherwise alter [*Short form of Developer's name*]'s duties and obligations under this Consent Order and Agreement.

b. If [*Short form of Developer's name*] intends to transfer any legal or equitable interest in the Site, or any portion of the Site, which is affected by this Consent Order and Agreement, [*Short form of Developer's name*] shall, at least 30 days before the contemplated transfer, serve a copy of this Consent Order and Agreement upon the prospective transferee of the legal and equitable interest and notify the Department of its intent to transfer.

c. The Department in its sole discretion may agree to modify or terminate [*Short form of Developer's name*]'s duties and obligations under this Consent Order and Agreement upon transfer of [*Short form of Developer's name*], the Site, or part thereof. [*Short form of Developer's name*] waives any right that it may have to challenge the Department's decision.

15. ***Correspondence with Department***. [*Short form of Developer's name*] shall address all correspondence with the Department concerning this Consent Order and Agreement to:

[Title]
[Program]
Pennsylvania Department of Environmental Protection
[Region] Region
[Street Address]
[City, State and Zip code]

16. ***Correspondence with*** [***Short form of Developer's name***]. All Department correspondence with [*Short form of Developer's name*] concerning this Consent Order and Agreement will be addressed to:

[*Name*]
[Title]
[Full name of Developer]
[Street Address]
[City, State and Zip code]
Email: [email address]

[*Short form of Developer's name*] shall notify the Department whenever there is a change in the contact person's name, title, or address. [*Short form of Developer's name*] agrees that the Department's service on [*Short form of Developer's name*] of any notice, document, court filing, court Order, or any legal process for any purpose under this Consent Order and Agreement, including its enforcement, may be made electronically by email to the above email address or by mailing a copy by first class mail to the above address.

17. ***Force Majeure***. [*Optional at DEP's Discretion*]

a. If a strike, fire, flood, act of God, or other circumstance beyond [*Short form of Developer's name*]'s control which [*Short form of Developer's name*] by the exercise of all reasonable diligence is unable to prevent, prevents [*Short form of Developer's name*] from complying with any time limit imposed in this Consent Order and Agreement, then [*Short form of Developer's name*] may petition the Department for an extension of time. Neither an increase in the cost of performing the obligations set forth in this Consent Order and Agreement nor [*Short form of Developer's name*]'s economic inability to comply with any of the obligations of this Consent Order and Agreement qualifies as circumstance beyond [*Short form of Developer's name*]'s control.

b. [*Short form of Developer's name*] will only be entitled to the benefits of this paragraph if it notifies the Department within five business days by telephone and within ten business days, in writing, of the date it becomes aware or reasonably should have become aware of the event impeding performance. The written submission shall include all necessary documentation, an affidavit from an authorized individual specifying the reasons for the delay, the expected duration of the delay and the efforts that have been made and are being made by [*Short form of Developer's name*] to mitigate the effects of the event and to minimize the length of the delay. [*Short form of Developer's name*] may supplement the initial written submission within ten business days of its submission.

c. The Department will decide whether to grant all or part of the extension requested based on all documentation submitted by [*Short form of Developer's name*] and other information available to the Department. In any subsequent litigation, [*Short form of Developer's name*] will have the burden of proving that the Department's refusal to grant the requested

extension was an abuse of discretion based upon the information available to the Department at the time of the decision.

d. The Department may require modification of this Consent Order and Agreement to document an extension of a time limit under this paragraph.

18. ***Severability***. The provisions of this Consent Order and Agreement are severable. If any provision of this Consent Order and Agreement is held to be unenforceable by an authority with proper jurisdiction in the matter, that provision is severed, and the remainder of this Consent Order and Agreement will remain binding upon the parties.

19. ***Entire Agreement***. This Consent Order and Agreement constitutes the entire agreement between the parties and supersedes and integrates all prior discussions, agreements, and understandings pertaining to the agreement. No prior or contemporaneous communications or prior drafts will be relevant or admissible for purposes of determining the meaning or extent of any provisions in this Consent Order and Agreement in any litigation or any other proceeding.

20. ***Attorney Fees***. The parties will bear their respective attorney fees, expenses, and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this Consent Order and Agreement.

21. ***Modifications***. No alterations or variations of this Consent Order and Agreement are valid unless they are made in writing and signed by the parties with the same formality as this Consent Order and Agreement.

22. ***Decisions Under Consent Order***.

a. [*Short form of Developer's name*] waives its rights to appeal to the Environmental Hearing Board any decision that the Department makes under the provisions of this Consent Order and Agreement, including a notice that stipulated civil penalties are due, which

rights may be available under Section 4 of the Environmental Hearing Board Act, Act of July 13, 1988, P.L. 530, *as amended*, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa.C.S. § 103(a), and Chapters 5A and 7A; or any other provision of law. Except as provided in paragraph 14.c. (Transfer of [*Short form of Developer's name*] or Site), in which the Department's decision to modify this Consent Order and Agreement upon transfer of [*Short form of Developer's name*] or Site cannot be challenged, the Department agrees that any objection that [*Short form of Developer's name*] may have to any such decision may be raised in any court where the Department enforces this Consent Order and Agreement.

b. The Department's decision to issue or deny the permit is not "a decision that the Department makes under the provisions of this Consent Order and Agreement" for the purposes of paragraph 22.a.

23. ***Counterparts***. The Department and [*Short form of Developer's name*] may execute this Consent Order and Agreement in counterparts and each signature page, including copies sent to a party by electronic transmission, together constitutes one and the same signature page of this Consent Order and Agreement. A copy of this fully executed Consent Order and Agreement has the same authority and effect as an executed original document.

24. ***Signatures***. This Consent Order and Agreement may be signed electronically in accordance with the Pennsylvania Electronic Transactions Act, Act 69 of 1999, 73 P.S. § 2260.301 *et seq*.

25. ***Resolution***. Attached as Appendix A is [*resolution, operating agreement, certificate of authority of* [*Short form of Developer's name*] authorizing its signatory[*ies*] below to enter into this Consent Order and Agreement on its behalf.

The parties are executing this Consent Order and Agreement through their duly authorized

representatives. The [*Short form of Developer's name*] certifies [*or undersigned representatives of* [*Short form of Developer's name*] *certify*], under penalty of law, as provided by 18 Pa.C.S. § 4904, [*that they are authorized to execute this Consent Order and Agreement on behalf of* [*Short form of Developer's name*]]; that [*Short form of Developer's name*] consents to the entry of this Consent Order and Agreement as a final ORDER of the Department; and that [*Short form of Developer's name*] hereby knowingly waives its rights to appeal this Consent Order and Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa.C.S. § 103(a), and Chapters 5A and 7A; or any other provision of law. Signature by [*Short form of Developer's name*]'s attorney certifies only that the agreement has been signed after consulting with counsel.

[Remainder of Page Intentionally Left Blank]

FOR [FULL NAME OF DEVELOPER]:

_____
Signature

_____
Name (Type or Printed)
Title

_____
Signature

_____
Name (Type or Printed)
Title

_____
Signature

_____
Name (Type or Printed)
Attorney for [*Short form of Developer's name*]

FOR THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION:

_____
Name
Title

_____
Name
Assistant Counsel

Addendum A

GRID Project Energy Obligations for Existing Permittees

[*If the GRID project has, as of the date the Governor signed Executive Order 2026-05: (1) submitted a permit application to the Department, and (2) executed a binding Electric Service Agreement and/or Transmission Security Agreement, include the following in lieu of Section 4, Paragraphs (a), (b), and (c):*]

4. GRID Project Energy Obligations

a. [*Short form of Developer's name*] shall build, bring, or buy sufficient Incremental Capacity to meet its peak power demand from Incremental Capacity located within or deliverable to the same PJM Locational Deliverability Area as the proposed GRID Project, by:

(i) Demonstrating to the satisfaction of the Department that it has entered into a binding financial agreement with a capacity resource that establishes exclusive claims to capacity matched to its peak power demand using resources located within or deliverable to the same PJM Locational Deliverability Area as the proposed GRID Project, or Demonstrating to the satisfaction of the Department that it has entered into a binding financial agreement with a capacity resource that establishes exclusive claims to capacity matched to its peak power demand using resources located within or deliverable to the same PJM Locational Deliverability Area as the proposed GRID Project; or

(ii) Demonstrating to the satisfaction of the Department that it has procured its Incremental Capacity via the PJM Interconnection Reliability Backstop Procurement auction; or

(iii) Demonstrating to the satisfaction of the Department that its added peak power demand on the grid will be offset in a manner that will ensure it does not impose additional costs upon non-cost causing ratepayers.

(iv) Demonstrating to the satisfaction of the Department that its added peak power demand on the grid will be offset in a manner that will ensure it does not impose additional costs upon non-cost causing ratepayers.