

# Data Center Proposal Transparency & Environmental Impact Statements

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## **Explainer:**

**Hyperscale data centers use massive amounts of water and energy, and yet the early stages of their planning are done in secrecy with local government officials and without full environmental assessments.**

The term “data center” scares a lot of us.

Maybe we heard about the Georgia kitchen tap that lost pressure and started giving water full of sediment, after a Meta data center arose 400 yards away.

Or the Virginia homeowner living within a mile of 14 data centers who says, “the constant buzzing and smell of what I believe is diesel make it hard for me to even go in my backyard.”

We picture our farmers, fighting tech bros for land or water rights – and who’s to say they aren’t already?

For anyone with a spidey-sense the hyperscale data center invasion is really a land grab for billionaires – see the article “[The Great Data Center Land Grab](#)” at [Datacenters.com](#) (the terrifying / fascinating website of a global data center co-location company).

No depressed Minnesota town can be blamed for liking the upfront money and short-term construction jobs that hyperscale data centers offer. But if residents don’t actually want to live near these centers, what could that do to residential property values? And Minnesota has a lot of small towns. If each has the right to accept a proposal to turn over significant land to these centers – theoretically possible on our current course – what then?

It’s also possible the industry is an investment bubble about to pop. If it does, how might that affect communities hosting hyperscale data centers?

And what would it mean for billionaires to own significant acreage in every county in our state – also theoretically possible, on our current course – even if they *didn’t* build a data center on each plot?

Data center company representatives typically approach a city council or county commission to start a conversation that may lead to a proposal. And typically, representatives of the jurisdiction are asked upfront, to sign non-disclosure agreements about their conversations with the data center company. So most of the time, Minnesotans have no idea negotiations have begun.

The unknowns are everywhere, and are, themselves, threatening. As Jeremy Fisher of the National Sierra Club has written: “Unfortunately, it is remarkably hard to nail down real data center electric demand projections from either utilities or data center developers: even top analysts aren’t clear about the size of

the market, or if it will be financially viable, the folks who just build data centers aren't sure if they'll have takers over the long run, and utilities really just don't know what to think.”

And it's tough to know how many uncertainties are actually *known* data, that's being hidden from the public. For example, an Alternative Urban Areawide Review, or AUAR – the environmental study that data center proposals typically provide – doesn't require precise water or energy consumption data from the company proposing a data center.

Minnesota's legislature passed initial legislation around hyperscale data centers last June, but not all proposed policies made it into the final bill. Advocates are working to make two of them into law next session: the end of non-disclosure agreements between data center developers and elected officials, and requirement of full environmental impact studies, which include a data center's true and complete energy and water consumption data.

### **Call to Action:**

We propose a phone campaign, to start now, as legislators map next-session priorities. It demands:

Ending of non-disclosure agreements between data center proposers and MN jurisdictions.

Requirement of a full environmental impact statement for every existing and new HDC proposal, regardless of acreage or building size, which includes correct and complete energy and water consumption.

### **Contact Info:**

We are contacting state legislators and the Governor's office.

#### **State Legislature:**

Find your state senators and representatives here:

<https://www.gis.lcc.mn.gov/iMaps/districts/>

<https://www.house.mn.gov/members/list>

#### **Minnesota Governor's office**

651-201-3400

Toll Free: 800-657-3717

<https://mn.gov/governor/connect/contact-us/contact-form.jsp>

## Sample Script (voice or email):

Hello, my name is \_\_\_\_\_, and I'm a constituent from \_\_\_\_\_.

*Optional: I am a member of Indivisible Twin Cities.*

Thank you so much for serving as my representative / senator / governor in these uncertain times.

I have many concerns about how Minnesota is handling data centers. But my most basic needs for you at this point are to create legislation to:

End non-disclosure agreements between data center developers and elected officials, and

Require a full environmental impact statement, for every existing and incoming data center proposal, regardless of acreage or building size, which includes a data center's true and complete energy and water consumption data.

*Add 1-2 sentences about why this matters to you.*

## Resources

'I Can't Drink The Water' – Life Next to A US Data Centre," BBC July 10, 2025

<https://www.bbc.com/news/articles/cy8gy7lv448o>

<https://www.yahoo.com/news/articles/live-near-14-data-centers-091101514.html>

<https://www.sierraclub.org/articles/2025/08/fools-gold-when-700-gigawatts-data-centers-come-knocking?>  
, August 28, 2025.

<https://minnesotareformer.com/2025/06/11/minnesota-lawmakers-extend-tax-breaks-for-big-tech-data-centers/>

<https://www.pewresearch.org/short-reads/2025/10/24/what-we-know-about-energy-use-at-us-data-centers-amid-the-ai-boom/>

<https://www.datacenterdynamics.com/en/opinions/pre-emptive-data-center-moratoria-the-hot-new-trend-of-local-government/>

<https://www.house.mn.gov/sessiondaily/Story/18838>

<https://www.mncenter.org/press-release-new-lawsuits-highlight-shortcomings-and-lack-transparency-surrounding-environmental>

<https://www.mprnews.org/story/2025/06/18/data-centers-face-new-regulations-in-minnesota>

National Sierra Club webinar “Data Centers: Power Plays - But Who Pays?” August 20, 2025,  
[https://www.youtube.com/live/xVF1OSHreO4?si=L- JxL63NGtEaGL](https://www.youtube.com/live/xVF1OSHreO4?si=L-JxL63NGtEaGL)

<https://www.datacenters.com/>

<https://www.colocrossing.com/blog/colocation-definition/>

<https://www.kttc.com/2025/10/17/pine-island-data-center-faces-continued-opposition-with-new-lawsuit-challenge/>

**Sizes of some MN data centers, proposed or under construction, as of 11.25.25 (listed by location)**

Apple Valley	280 acres	Propose
Farmington	343 acres	Proposed
Hermantown	220 acres	Proposed
Pine Island	480 acres	Proposed
Rosemount	200 acres + 715,000 sq ft.	Under constriction

## State Legislators' Data Center Bill Voting Records

House Vote on Data Centers (passing 85 - 43):

ACOMB	●	FALCONER	●	HUDSON	●	MEKELAND	●	RYMER	●
AGBAJE	●	FEIST	●	HUOT	●	MOLLER	●	SCHOMACKER	●
ALLEN	●	FINKE	●	HUSSEIN	●	MOMANYI-HILTSLEY	●	SCHULTZ	●
ALTENDORF	●	FISCHER	●	IGO	●	MUELLER	●	SCHWARTZ	●
ANDERSON, P. E.	●	FOGELMAN	●	JACOB	●	MURPHY	●	SCOTT	●
ANDERSON, P. H.	●	FRANSON	●	JOHNSON, P.	●	MYERS	●	SENCER-MURA	●
BACKER	●	FRAZIER	●	JOHNSON, W.	●	NADEAU	●	SEXTON	●
BAHNER	●	FREDERICK	●	JONES	●	NASH	●	SKRABA	●
BAKEBERG	●	FREIBERG	●	JORDAN	●	NELSON	●	SMITH	●
BAKER	●	GANDER	●	JOY	●	NISKA	●	STEPHENSON	●
BENNETT	●	GILLMAN	●	KEELER	●	NOOR	●	STIER	●
BERG	●	GOMEZ	●	KLEVORN	●	NORRIS	●	SWEDZINSKI	●
BIERMAN	●	GORDON	●	KNUDSEN	●	NOVOTNY	●	TABKE	●
BLISS	●	GOTTFRIED	●	KOEGEL	●	O'DRISCOLL	●	TORKELSON	●
BURKEL	●	GREENE	●	KOTYZA-WITTHUHN	●	OLSON	●	VAN BINSBERGEN	●
CARROLL	●	GREENMAN	●	KOZLOWSKI	●	PÉREZ-VEGA	●	VANG	●
CHA	●	HANSEN, R.	●	KOZNICK	●	PERRYMAN	●	VIRNIG	●
CLARDY	●	HANSON, J.	●	KRAFT	●	PINTO	●	WARWAS	●
COULTER	●	HARDER	●	KRESHA	●	PURSELL	●	WEST	●
CURRAN	●	HEINTZEMAN	●	LAWRENCE	●	QUAM	●	WIENER	●
DAVIDS	●	HEMMINGSSEN-JAEGER	●	LEE, F.	●	RARICK	●	WITTE	●
DAVIS	●	HER	●	LEE, K.	●	REHM	●	WOLGAMOTT	●
DIPPEL	●	HICKS	●	LIEBLING	●	REHRAUER	●	XIONG	●
DOTSETH	●	HILL	●	LILLIE	●	REPINSKI	●	YOUAKIM	●
DURAN	●	HOLLINS	●	LONG	●	REYER	●	ZELEZNIKAR	●
ELKINS	●	HORTMAN	●	MAHAMOUD	●	ROACH	●	SPEAKER	●
ENGEL	●	HOWARD	●	MCDONALD	●	ROBBINS	●	DEMUTH	●

For the full House discussion on HF 16, the data center bill, [see here](#).

To narrow in on Rep. Athena Hollins' great comments, [click here](#).

**Red** = voted **against** the Data Center Bill, legislation which did not address non-disclosure agreements and extended tax breaks to data center owners.

**Green** = voted **for** the bill.

## Senate Vote on Data Centers (passing 40 - 26)

ACOMB	●	FALCONER	●	HUDSON	●	MEKELAND	●	RYMER	●
AGBAJE	●	FEIST	●	HUOT	●	MOLLER	●	SCHOMACKER	●
ALLEN	●	FINKE	●	HUSSEIN	●	MOMANYI-HILTSLEY	●	SCHULTZ	●
ALTENDORF	●	FISCHER	●	IGO	●	MUELLER	●	SCHWARTZ	●
ANDERSON, P. E.	●	FOGELMAN	●	JACOB	●	MURPHY	●	SCOTT	●
ANDERSON, P. H.	●	FRANSON	●	JOHNSON, P.	●	MYERS	●	SENCER-MURA	●
BACKER	●	FRAZIER	●	JOHNSON, W.	●	NADEAU	●	SEXTON	●
BAHNER	●	FREDERICK	●	JONES	●	NASH	●	SKRABA	●
BAKEBERG	●	FREIBERG	●	JORDAN	●	NELSON	●	SMITH	●
BAKER	●	GANDER	●	JOY	●	NISKA	●	STEPHENSON	●
BENNETT	●	GILLMAN	●	KEELER	●	NOOR	●	STIER	●
BERG	●	GOMEZ	●	KLEVORN	●	NORRIS	●	SWEDZINSKI	●
BIERMAN	●	GORDON	●	KNUDSEN	●	NOVOTNY	●	TABKE	●
BLISS	●	GOTTFRIED	●	KOEGEL	●	O'DRISCOLL	●	TORKELSON	●
BURKEL	●	GREENE	●	KOTYZA-WITTHUHN	●	OLSON	●	VAN BINSBERGEN	●
CARROLL	●	GREENMAN	●	KOZLOWSKI	●	PÉREZ-VEGA	●	VANG	●
CHA	●	HANSEN, R.	●	KOZNICK	●	PERRYMAN	●	VIRNIG	●
CLARDY	●	HANSON, J.	●	KRAFT	●	PINTO	●	WARWAS	●
COULTER	●	HARDER	●	KRESHA	●	PURSELL	●	WEST	●
CURRAN	●	HEINTZEMAN	●	LAWRENCE	●	QUAM	●	WIENER	●
DAVIDS	●	HEMMINGSSEN-JAEGER	●	LEE, F.	●	RARICK	●	WITTE	●
DAVIS	●	HER	●	LEE, K.	●	REHM	●	WOLGAMOTT	●
DIPPEL	●	HICKS	●	LIEBLING	●	REHRAUER	●	XIONG	●
DOTSETH	●	HILL	●	LILLIE	●	REPINSKI	●	YOUAKIM	●
DURAN	●	HOLLINS	●	LONG	●	REYER	●	ZELEZNIKAR	●
ELKINS	●	HORTMAN	●	MAHAMOUD	●	ROACH	●	SPEAKER	●
ENGEN	●	HOWARD	●	MCDONALD	●	ROBBINS	●	DEMUTH	●

For the full Senate discussion on this bill, [see here](#).

Comments by Senator John Marty [here](#).

Speech by Senator Erin Maye Quade, [click here](#).

**FOLLOWING PAGES: Non-disclosure agreement between the City of Hermantown and Mortenson, Inc., January 6, 2025 (MAY BE HARD TO READ ON A SMALL SCREEN)**

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into between Morjenson Development, Inc. ("Company"), and "City of Hermantown" identified below ("Participant"). The parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s): (a) to evaluate whether to enter into a contemplated business transaction ("Transaction"); and (b) if the parties enter into an agreement related to such Transaction, to fulfill each party's confidentiality obligations to the extent the terms set forth below are incorporated therein (the "Purpose"). The parties enter into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this Agreement is the date the last party below signs.
2. Company has been engaged as an agent by a third-party client (the "Client") to act on the Client's behalf in connection with the Transaction, which Client intends to participate in the Transaction. The Participant acknowledges and agrees that the Client, even though unnamed in this Agreement for confidentiality purposes, is a third-party beneficiary to this Agreement and shall have the joint and several right to enforce the terms hereof against the Participant.
3. In connection with the Purpose, a party or Client may disclose certain information it considers confidential and/or proprietary ("Confidential Information") to the other party, including, but not limited to, tangible, intangible, oral, visual, electronic present, and/or future information, however and whenever acquired, including, but not limited to, by post, fax, e-mail, text message (SMS) and/or visual inspection during any tours of the Discloser's or its affiliates' facilities or premises; such information to include, without limitation: (a) trade secrets (whether or not subject to or protected by copyright, patent, or trademark (registered or unregistered)); (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, and know-how; (d) business information, including operations, planning, marketing interests, and products; and/or (e) the terms of any agreement entered into between the parties and the discussions, negotiations and proposals related thereto.
4. The party receiving Confidential Information (a "Recipient") will have a duty to protect Confidential Information disclosed to it by the other party ("Discloser") only: (a) if it is clearly and conspicuously marked as "confidential" or with a similar designation; (b) if it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or (c) if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.
5. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent: (a) any use of Confidential Information in violation of this agreement; and/or (b) communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to Client and to employees, officers or directors of Recipient with a need to know and who have first signed an agreement with either of the parties containing confidentiality provisions substantially similar to those set forth herein (collectively, "Authorized Personnel"). A Recipient will be liable as primary obligor for any breaches of this Agreement notwithstanding that such breaches were committed by Authorized Personnel (with or without Recipient's knowledge).
6. Each party will not do the following, except with the advanced review and written approval of the other party: (a) issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the parties) or mentioning or implying the name of the other party; or (b) make copies of documents containing Confidential Information.
7. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that: (a) the Recipient can demonstrate was already in the Recipient's actual possession or knowledge and which the Recipient lawfully acquired other than from the Discloser; (b) is or becomes publicly available through no fault, action, omission or intervention of the Recipient; (c) is received by the Recipient from a third party without a duty of confidentiality (express or implied) owed to the Discloser; (d) is independently developed by the Recipient without a breach of this Agreement; (e) is disclosed by the Recipient with the Discloser's prior written approval; or (f) is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that (i) the Recipient will immediately notify the Discloser of such Process; and (ii) the Recipient will not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process.
8. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".
9. This Agreement will remain in effect until it is terminated by either party with thirty (30) days prior written notice. Notwithstanding the foregoing, this Agreement will survive with respect to Confidential Information that is disclosed before the effective date of termination.
10. Unless the parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires five (5) years from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed.
11. This Agreement imposes no obligation on a party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license, transfer or otherwise make use of any technology, services or products.
12. No party acquires any intellectual property rights under this Agreement (including, but not limited to, patent, copyright, and trademark rights) except the limited rights necessary to carry out the Purpose in accordance with this Agreement. Each party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.
13. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of Company. Company may assign or transfer this Agreement in its sole discretion.



We appreciate the opportunity to provide professional services for you on this project. If you are in agreement with the terms as outlined above, please sign where indicated below and return one scanned signed copy of this this proposal (in its entirety) via e-mail. If you have questions regarding the content of this proposal, please contact Travis Fristed at 952.500.1180 or [TFristed@braunintertec.com](mailto:TFristed@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Travis G. Fristed, PWS, CMWP  
Associate Director, Principal Scientist



Kenneth A. Larsen, PE  
Vice President

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The proposal is accepted, and you are authorized to proceed.

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Authorizer's Firm

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Authorizer's Signature

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Authorizer's Name (please print or type)

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Authorizer's Title

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Date