The Community's Terms

Southern Ontario · what a data centre must accept before we say yes. Public-side one-pager; free to adopt. v1.1, October 27, 2026.

Written from the public side of the table, after seventy residents spoke for eight hours in Hamilton on June 4, 2026. We are not against building. We are against promises with no number, no meter and no one behind them. Each term carries a number, a public meter, an independent verifier and a financial guarantee. A developer does not propose these terms. It signs them, or it does not build here.

#	Term	What you accept	We will know because
1	**Our drinking water is not your coolant**	Zero litres of municipal potable water for cooling. Closed-loop cooling. If lake or harbour water is used, what you consume is capped in the agreement.	Flow meters on a public website, live; a source-water study before you file.
2	**No diesel runs your computers**	Batteries and the grid carry the load. Engines only for extended outages and life safety: 50 run-hours a year including tests, never tested 7 pm–7 am, strictest emission tier.	Every run-hour published within 24 hours; permit limits on NOx and particulate; an annual verified inventory.
3	**Quieter than the law at our windows**	No more than 40 dBA at night at the nearest home (below Ontario's 45), plus a separate 65 dBC limit on the low hum ordinary meters miss.	Continuous monitors at the nearest homes, live online; an independent model before approval; an exceedance triggers a written remedy.
4	**Not next to our homes**	Nothing within 300 m of a home, school, daycare or hospital, and nothing within 1 km unless modelling proves you are 5 dB quieter than the limit. Buildings on the far side; the near side becomes buffer, trees and public land.	Surveyed distances on the site plan; a health-impact statement with our public health unit, published before the vote.
5	**Our hydro bills do not pay for you**	You pay every wire, transformer and upgrade you need. You reuse a connection that already exists and supply your own power beyond it, so you add nothing to our local peak on the hottest days. Power you make on site for routine supply is held to Terms 2 and 3 and counted in Term 7.	The utility's written statement on capacity and rates, published; your demand in the province's five peak hours, published and verified every year.
6	**Honest jobs numbers, and enforceable ones**	Construction jobs are many and temporary; permanent jobs are few. What you commit to is written: local-hiring and local-purchasing targets with penalties, apprenticeships with our trades, a training partnership with our college or university.	Payroll evidence to the verifier every year; penalties in the agreement.
7	**Money we can see, for as long as you earn**	A data centre earns about $2,000 of compute for every $80 of electricity it buys. You pay a compute royalty: 1% of what you earn, measured on everything the site consumes, grid and on-site, at the facility meter (about $20 per MWh at today's rates, reset each year by the regulator) to the city that issues your permit.	The facility meter counts grid and on-site supply alike; collected with your bill or remitted directly to the city; a letter of credit covers a year; the verifier reports what was paid.
8	**We hear it before you file it**	A one-page facts sheet (power, water, noise, jobs, backup, heat, the utility's letter) public before the first meeting. Two design workshops where residents choose among real options, recorded in the plan. Indigenous rights holders engaged first, under their own protocols.	Dated records of every step; skip one and the agreement is void.
9	**Name what you build and who it is for**	The tenant and the purpose, before approval. If it is public or sovereign computing, say so in writing, with where the data lives and who controls it. No "hyperscale." No code names.	The name, and the exemptions, in the agreement.

How we hold you to it. We watch: noise, water, electricity and generator use on a public website from day one. Someone we trust checks: an independent verifier reports in public every year. We collect: the royalty is metered and collected on your bill; a letter of credit stands behind it. It stays: the agreement is on the deed, so whoever buys the land inherits it. **What we are not asking for:** silence, invisibility or zero impact; many permanent jobs; an end to the argument about AI. We are asking for these nine terms, the numbers behind them, and the checks on both.

A public-side standard under The Approvable Data Centre (CRDC) v0.5; v1.1, October 27, 2026: on-site generation counted (Terms 5 and 7). Numbers reference Ontario NPC-300, MECP Guideline D-6, ISO/IEC 30134, ISO 14064-1, Canada's Responsible Data Centre Development Principles (September 3, 2026) and Ontario's draft Data Centre Playbook. Free to adopt by any council, residents' association or public health unit. Gridfirst Advisory Inc. · carl@gridfirst.ca