



August 24, 2026

Board of Supervisors
Upper Mount Bethel Township
387 Ye Old Highway
PO Box 520
Mount Bethel, PA 18343

Upper Mount Bethel Township Board of Supervisors,

The Delaware Riverkeeper Network (“DRN”) and Green Amendments for the Generations (“GAFTG”) urge you to reject the request that you sign the Slate Belt Holdings (Slate Belt) - proposed Memorandum of Understanding (“MOU”). The MOU represents an abdication of the Township Supervisors’ duty to act in the best interest of its residents, opting instead to act in the best interests of harmful, polluting industry with deep pockets.

Should you reject our advice, we offer the following comments and edits. But please note, our offering these edits and comments in no way impacts our position that signing an MOU is a violation of township ordinance, the law, and the constitution. Whether the edits below are accepted in part or in their entirety, it is still our legal position that you should not, and cannot, sign this MOU and comply with your legal and constitutional obligations.

Whereas Clause 5

In the recitals portion of the MOU, Whereas Clause 5 serves no purpose other than to legitimize the proposed data center campus and influence public opinion. The Township absolutely does not need to, nor should it, assert that data centers offer economic, educational or social vitality benefits for your communities. Overwhelming experience and evidence recognize and demonstrate the numerous community, environmental, economic, agricultural, and quality of life harms that data centers impose on communities like Upper Mount Bethel. To blindly sign on to a statement - literally written by the industry – that flies in the face of scientific consensus and human experience would be a gross miscarriage of justice. This “whereas” provision should be struck from the MOU, and a commitment should be added to undertake an independent study, with an expert approved by the Township, on what the impacts of a data center campus as proposed would be on Upper Mount Bethel, to be funded by Slate Belt.

Section 1.2

Section 1.2 of the MOU similarly seeks to misappropriate this MOU process in order to advance the data center, business and profit agenda of Slate Belt. It is clear to all, this agreement is not one the community sought of its own freewill, it is one Slate Belt is seeking to extract through

the threat of litigation – whether that litigation is viable or firmly rooted in sound legal argument is irrelevant.

In fact, the purpose of this MOU is to remove the threat of the July 22, 2026 validity challenge in exchange for a data center specific ordinance. **There should be no characterization beyond that basic truth.**

As such, section 1.2 should be amended to simply state that: *The purpose of this MOU is to facilitate the development of a data center-specific ordinance in exchange for dropping the validity challenge by Slate Belt Holdings.* There should be no characterizations beyond this simple statement of fact.

Section 2.1

Section 2.1, Text Amendment to Zoning Ordinance, demonstrates tremendous overreach by Slate Belt that must be rejected. Section 2.1 should only provide that the *“Township agrees to undertake the municipal actions necessary to specifically address data center development in its Zoning Ordinance.”* All language beyond this commitment demonstrates inappropriate overreach by Slate Belt.

As written, this provision obligates the township to craft a data center ordinance with the pre-determined outcome that any data center would be “permitted by right.” A “by right” provision has significant implications, and should only be decided upon as part of the overall ordinance writing process and considerations. To commit to a ‘by right’ status in the absence of any information on the obligations that would have to be met in order to achieve such status, is arbitrary, capricious, and unsupportable. The determination of whether a use should be allowed by right or as a conditional use is a serious element of any ordinance that must only be made as part of the ordinance drafting process, including with public review, comment and input—a process which Slate Belt is more than welcome to participate in.

As written, section 2.1 states that “[t]he Parties agree to work collaboratively to draft a mutually acceptable zoning text amendment to effect said zoning change,....” This provision promotes Slate Belt to an elevated status, one that is above every resident in Upper Mount Bethel Township. Residents are not provided this same opportunity to provide input on the proposed ordinance outside of standard public hearing and comment periods, nor are they promised “mutually acceptable” ordinance provisions. Slate Belt can not be elevated to a special status above the residents of this community, as contemplated by this provision. Rather, they should be afforded the opportunity to engage in the public comment and review process concerning a data center ordinance in the same manner and way as every other community member. Which - perhaps to Slate Belt’s dismay - is the process that already exists and thus requires no additional agreement in an MOU for them to participate in.

Including a commitment for the Township to collaboratively draft the ordinance with Slate Belt gives the company special access to both the process and the outcome as compared to the public. The township should not be asked to commit to, nor should it commit to, any process for developing a data center ordinance that is in any way different from the process established in the Township code and the Municipalities Planning Code.

Businesses drafting the very regulations/conditions which will be imposed upon them is exactly the corporocracy that the people of this country, at every level, have been fighting against throughout our history.

The MOU pre-supposes topics any resulting ordinance will focus on. This is unnecessary, inappropriate, could be confusing, and could be utilized to seek to limit the breadth of issues the ordinance will focus on. There is no reason to reference specific elements of data center impacts that will be addressed in any resulting ordinance. It is enough, and preferred, to simply be clear that the ordinance will provide for data centers and address their known and/or potential impacts. The breadth of issues to be addressed should be determined by the ordinance review and drafting process, not the MOU.

The provision in Section 2.1 whereby Slate Belt agrees to provide written extensions of Validity Challenge proceedings exposes the true power dynamic in this MOU proposal whereby Slate Belt seeks to maintain the threat of litigation as a means to burden and bully the Township into ordinance provisions that only Slate Belt deems acceptable and in keeping with the data center project they already have in mind. While the provision repeatedly suggests the parties should be acting in good faith, including this provision in the MOU is demonstrative of the bad faith that Slate Belt is attempting to enter these negotiations with.

Rather than offer doled out extensions which are clearly intended to give Slate Belt veto power over any provision in a proposed ordinance they do not like, the MOU should, upon signature, agree to withdraw the validity challenge entirely. Extensions are unnecessary once the challenge is withdrawn. If the MOU process is not productive, or if either Party fails to meet its obligations in a manner which cannot be remedied via procedures established in Section 3.1, then Slate Belt is free to reinstitute the Validity Challenge if it deems it legally defensible, and non frivolous, to do so. Maintaining the Validity Challenge as a perpetual threat is directly contrary to the cooperation and good faith efforts required in Section 3.1.

When considering this MOU in the context of all the facts, we can see the kind and quality of provisions Slate Belt is angling for, and will ultimately demand. The draft data center ordinance provided by Slate Belt in its Validity Challenge offers us a glimpse. First, Slate Belt is pushing for data centers to be permitted by right rather than the Township's current draft proposal that they be conditional uses. Slate Belt proposes to increase the height limitation of data centers by 35 feet over what the township was seeking in its current draft ordinance. And there is absolutely nothing in Slate Belt's draft ordinance that addresses a number of hugely impactful and essential issues, such as, but not limited to, on-site generation, substation location, utility connections, aesthetic standards, performance standards, environmental impact assessments, listed threatened or endangered species, closed-LOOP cooling systems, etc.

It makes no sense for the Township to throw away all of its hard work spent on drafting a comprehensive data center ordinance to end up with the watered-down, industry-friendly alternative that will inevitably flow from the requirement to develop a "mutually acceptable" zoning text amendment to allow for the permitting of data centers. When crafting ordinances, the

ultimate goal should be something that is “mutually acceptable” to the government entity and the residents it represents, not corporations.

Upper Mount Bethel Township has already invested significant time drafting a comprehensive data center ordinance that was recently posted to the Township website. The ordinance is in great condition. Delaware Riverkeeper Network and Green Amendments For The Generations would like to propose a few modifications, but it is our position that the township should drop consideration of the MOU and immediately invest its time, energy, and resources into advancing this proposed ordinance through the appropriate process and pass a version as quickly as possible. The Township’s limited time and resources are better spent on finalizing and adopting the current draft ordinance, rather than continuing to focus on the MOU and then crafting a sure-to-be-weak ordinance that will appease the purely profit motives of Slate Belt and its principles.

Section 2.2

Section 2.2 on the Community Benefits Agreement fails to ensure actual benefits to the community. A Community Benefits Agreement only benefits the community if the benefits are actually distributed to the community. As it is currently written, the non-profit causes or entities that might receive donations from Slate Belt are selected solely by the Township, not by the residents of the Township. This seems like yet another move that takes power away from residents, and concentrates it instead in the hands of a select few. Section 2.2 needs to be amended to provide that any committed funds are to go directly to township efforts and activities. Should the Township wish for funds to go towards any non-governmental entities, there should be a transparent process whereby the Township proposes options for community consideration, review, input and selection. Included should be an absolute prohibition on conflicts of interest - real or perceived.

It should be noted that the \$50,000,000 will only be doled out in stages as the MOU states the agreement “will contain milestones for payment tied to stages of completion of the Proposed Development”. So there should be no misunderstanding, this money will come incrementally, based on milestones that are not listed, with no obligation to fully deliver this money if milestones are not met.

Additionally, the \$50,000,000 contemplated by this provision is conditioned on the data center campus reaching 2 gigawatts of computing capacity, so there is no guarantee that the community will ever even see that \$50,000,000. Signing this MOU guarantees that the Township will be subject to a watered-down data center ordinance, and the trade off is that it *might* see \$50,000,000, and even then *only* to those non-profits selected by the Township and only if the Township becomes home to one of the largest, or perhaps even THE largest, data center in the nation.

This provision should be re-written to require that any commitment of funds will become legally binding, and must be distributed in full, as soon as the data center project is approved, and it must not be tied in any way to future growth or operations of the facility.

Section 2.3

Section 2.3, Retirement of River Pointe Neighborhood Improvement District, is similarly problematic. The River Pointe Neighborhood Improvement District was created through

Ordinance No. 2022-01 “to encourage, promote, and enhance more attractive and safer commercial industrial, residential, and mixed-use neighborhoods; economic growth; increased employment opportunities; and improved commercial, industrial, business districts and business climates through an assessment-based program within designated Neighborhood Improvement Districts (a ‘NID’).” The goals of an NID are admirable; why would Slate Belt seek, and the Board of Supervisors agree, to eliminate such a designation?

Furthermore, Article III of Ordinance No. 2022-01 provides that the initial term of the RP-NID (River Pointe Neighborhood Improvement District) shall expire on December 31, 2032, subject to the provisions set forth in Section XII of the NID Plan. Section XII of the NID Plan, in turn, only contemplates *extending* the RP-NID. It never once provides an avenue for the RP-NID to be “retired” prior to the December 31, 2032 timeline established by the Board of Supervisors itself. This Section is another example of the MOU establishing a pre-ordained outcome that should exclusively be the result of Township deliberations and discussions held in the public sphere. The ordinary course of business would be for the Township to raise this issue in a public meeting, discuss the pros and cons of “retiring” an NID, receive and consider feedback from those in attendance, and then render the appropriate decision. Slate Belt should not be making decisions that impact the entire community; Slate Belt is a corporation, it does not get to grant itself the government’s independent decisionmaking authority when it sees fit.

Section 2.4

Section 2.4 should be removed entirely. The legal action at issue involves other parties and issues. Its outcome should not be determined through backdoor dealmaking and an unrelated mechanism such as an MOU. The Township needs to retain its own decisionmaking authority, not be subservient to the desires of Slate Belt

Section 2.5

Section 2.5, Local Economic Revitalization Tax Assistance Extension, is a provision that needs to be eliminated entirely. Yet again, Slate Belt is attempting to force the Township’s hand by requiring they use all of the power within their authority to secure a result favorable to Slate Belt. The decision to renew the LERTA program benefits should be subject to public debate and scrutiny, not be a foregone conclusion merely because Slate Belt decided it wants them. This provision would deprive the Township and its community of using the LERTA for other, more suitable and beneficial businesses or programs that may come into Upper Mount Bethel. The language “[t]he Township *will encourage the other taxing bodies to approve* said extension of the existing LERTA abatement” (emphasis added), is equally outrageous. This reads as a mob style tactic of strong-arming township officials to not only support an extension, but also pressuring other independent governmental bodies into a decision that benefits one developer or project to the potential detriment of others.

The LERTA was already extended back in 2024 to last through 2028. This potential Slate Belt data center is a new project and new projects need to re-apply for the program’s benefits. That is the process that applies to all other businesses in Upper Mount Bethel, that is the process that should apply to Slate Belt.

Section 2.6

Section 2.6 is similarly inappropriate and should be removed entirely. The removal of Marshfield Drive is a municipal decision that deserves public deliberation and transparent decisionmaking. Again, as a baseline, the Township needs to avoid any MOU language that essentially requires township officials to surrender their independent decisionmaking abilities. Overall, the MOU represents a concentration of power and influence in a wealthy few, usurping the rights of everyday residents and promoting the interests of industry actors.

Pennsylvania's Green Amendment Disregarded

Provisions throughout the MOU seek to tie the hands of the Township to a predetermined outcome when it comes to data centers writ large, and to the Slate Belt data center in particular. The MOU repeatedly commits the township to a pre-determined outcome, denying it the ability to consider the environmental rights implications of proposed actions, decisions and outcomes; denying it the ability to consider the implications of proposed actions or decisions on its duty as trustee of impacted public natural resources and the rights of the natural resource trust beneficiaries who are present and future generations; and denying it the opportunity to undertake the constitutional due diligence necessary to inform and support any final decision.

Government Take Over & Dangerous Precedent

Interspersed throughout the entire document are provisions whereby Slate Belt is seen to dictate, and the Township to accept, government actions, decisions and outcomes outside of the legally appropriate and transparent public process. Allowing such provisions sets a dangerous precedent whereby corporate takeover of government functions is achievable through MOU manipulation so long as litigation is threatened or pending. The Supervisors need to ask themselves if this is the standard that they would like to set, and if so, the community needs to ask itself if this is a standard that it will allow to continue.

Delaware Riverkeeper Network and Green Amendments For The Generations urge you to reject this MOU outright, and instead to focus your time and resources on passing a protective data center ordinance that responds directly to this community's social and environmental goals, constraints and needs; and participating in the Use Class Determination regarding this site in order to inform and secure an appropriate outcome.

Respectfully submitted,



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the Delaware Riverkeeper &
Green Amendments Founder/Leader