

119TH CONGRESS
2D SESSION

H. R. 8488

To require developers of AI-focused data centers to disclose certain information before the AI-focused data centers are developed, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

APRIL 23, 2026

Mrs. McIVER (for herself, Mrs. FOUSHEE, Mr. CARSON, Ms. NORTON, Mrs. GRIJALVA, Ms. TLAIB, Ms. ESCOBAR, Mr. COHEN, and Mr. MCGOVERN) introduced the following bill; which was referred to the Committee on Energy and Commerce

A BILL

To require developers of AI-focused data centers to disclose certain information before the AI-focused data centers are developed, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “AI Data Center Site
5 Selection Transparency Act of 2026”.

6 **SEC. 2. REQUIREMENTS ON DEVELOPERS OF AI-FOCUSED**
7 **DATA CENTERS.**

8 (a) REQUIREMENTS.—

1 (1) IN GENERAL.—A covered entity that in-
2 tends to establish, operate, or own an AI-focused
3 data center shall do the following:

4 (A) Not later than 180 days before the
5 date on which the developer takes a definitive
6 step to establish an AI-focused data center, dis-
7 close to each relevant local elected official and
8 to the public in a press release—

9 (i) the location at which the AI-foc-
10 cused data center would be established;
11 and

12 (ii) the estimated—

13 (I) resources needed to establish
14 the AI-focused data center; and

15 (II) environmental impact of the
16 AI-focused data center;

17 (B) Ensure that the developer does the fol-
18 lowing:

19 (i) Engages local media.

20 (ii) Posts on social media.

21 (iii) Sends direct mail notices in the
22 affected area.

23 (iv) Posts physical signage at the pro-
24 posed site.

1 (v) Provides materials in multiple lan-
2 guages, including English, Spanish, and
3 other commonly spoken languages in the
4 affected area.

5 (C) Limit the use of non-disclosure agree-
6 ments during the process of establishing the AI-
7 focused data center.

8 (D) Not use a non-disclosure agreement
9 with respect to a government entity or public
10 resources.

11 (2) JOINT DISCLOSURE REQUIREMENT.—If
12 more than 1 covered entity is involved in the devel-
13 opment, ownership, or operation of an AI-focused
14 data center, such entities shall coordinate and issue
15 a single, joint public disclosure that satisfies the re-
16 quirements of paragraph (1)(A). Each covered entity
17 shall be jointly and severally responsible for compli-
18 ance with this subsection.

19 (3) ENVIRONMENTAL IMPACT ANALYSIS.—In
20 carrying out the requirement described in paragraph
21 (1)(A)(ii)(II), a covered entity that intends to estab-
22 lish, operate, or own an AI-focused data center shall
23 ensure that an environmental impact analysis is con-
24 ducted by an independent third party, funded by the
25 developer.

1 (b) ENFORCEMENT BY COMMISSION.—

2 (1) UNFAIR OR DECEPTIVE ACTS OR PRAC-
3 TICES.—A violation of subsection (a) shall be treated
4 as a violation of a regulation under section
5 18(a)(1)(B) of the Federal Trade Commission Act
6 (15 U.S.C. 57a(a)(1)(B)) regarding unfair or decep-
7 tive acts or practices.

8 (2) POWERS OF COMMISSION.—The Commis-
9 sion shall enforce subsection (a) in the same man-
10 ner, by the same means, and with the same jurisdic-
11 tion, powers, and duties as though all applicable
12 terms and provisions of the Federal Trade Commis-
13 sion Act (15 U.S.C. 41 et seq.) were incorporated
14 into and made a part of this section, and any person
15 who violates such subsection shall be subject to the
16 penalties and entitled to the privileges and immuni-
17 ties provided in the Federal Trade Commission Act.

18 (c) DEFINITIONS.—In this section:

19 (1) AI-FOCUSED DATA CENTER.—The term
20 “AI-focused data center” means any facility, cam-
21 pus, structure, or portion thereof, whether newly
22 constructed, expanded, retrofitted, leased, or oper-
23 ated, that is specifically designed, configured, or ma-
24 terially modified to support the training, fine-tuning,
25 inference, deployment, or operation of artificial intel-

1 ligence systems, including generative artificial intel-
2 ligence systems. Such terms include any facility
3 that—

4 (A) houses or is designed to house high-
5 density clusters of graphics processing units,
6 tensor processing units, application-specific in-
7 tegrated circuits, or other specialized accelera-
8 tors used for artificial intelligence computa-
9 tional workloads;

10 (B) requires electrical load, cooling capac-
11 ity, or water usage materially attributable to ar-
12 tificial intelligence computational operations; or

13 (C) is represented in public disclosures, in-
14 vestor materials, marketing materials, or con-
15 tractual agreements as providing computing ca-
16 pacity for artificial intelligence model develop-
17 ment, training, or deployment.

18 (2) COMMISSION.—The term “Commission”
19 means the Federal Trade Commission.

20 (3) DEFINITIVE STEP TO ESTABLISH AN AI-FO-
21 CUSED DATA CENTER.—

22 (A) IN GENERAL.—The term “definitive
23 step to establish an AI-focused data center”
24 means an overt, verifiable action that dem-
25 onstrates a significant financial or legal com-

mitment to the construction or operation of an AI-focused data center.

(B) INCLUSION.—The term “definitive step to establish an AI-focused data center” includes the following:

(i) The execution of a binding purchase agreement, long-term lease, or option contract for real property specifically zoned or designated for the use of an AI-focused data center.

(ii) The execution of a binding agreement with an electric utility provider for the delivery of the specialized high-voltage power loads required to operate an AI-focused data center.

(iii) The commencement of substantial on-site physical improvements, including grading, excavation, or the installation of specialized utilities, such as fiber-optic trunk lines or industrial cooling systems.

(iv) The submission of final site plan applications or the receipt of critical environmental permits required specifically for large-scale computing operations.

1 (v) The issuance of non-cancelable
2 purchase orders for long-lead infrastruc-
3 ture items, such as industrial-scale genera-
4 tors, chillers, or high-density power dis-
5 tribution units.

6 (4) ENVIRONMENTAL AI IMPACT.—The term
7 “environmental AI impact” means any direct, indi-
8 rect, or cumulative effect of a proposed action on the
9 natural or human environment, including effects on
10 air quality, water quality, soil, land use, wildlife,
11 habitat, biodiversity, ecosystems, climate, public
12 health, environmental justice communities, and the
13 sustainability of natural resources.

14 (A) The terms “direct effects”, “indirect
15 effects”, and “cumulative effects” shall have
16 the meanings given such terms in the regula-
17 tions implementing the National Environmental
18 Policy Act of 1969 (42 U.S.C. 4321 et seq.), as
19 published in the Federal Register and in effect
20 on the date of enactment of this Act.

21 (B) For purposes of this Act, such terms
22 shall be interpreted consistent with long-
23 standing Federal Register interpretations of
24 those categories of environmental effects.

1 (5) LOCAL ELECTED OFFICIAL.—The term
2 “local elected official” means a governmental official
3 elected on the Federal, State, or local level who rep-
4 resents a location in which a developer intends to es-
5 tablish an AI-focused data center.

6 (6) NON-DISCLOSURE AGREEMENT.—The term
7 “non-disclosure agreement” means any legally bind-
8 ing agreement (or provision thereof) executed be-
9 tween 2 or more parties that does the following:

10 (A) Obligates a party (the “Recipient”) to
11 maintain the confidentiality of specific, sen-
12 sitive, or proprietary information disclosed to
13 the Recipient by another party (the “Dis-
14 closer”).

15 (B) Prohibits the Recipient from sharing,
16 publishing, or otherwise communicating any
17 such information to any person not expressly
18 authorized by the terms of the agreement.

19 (C) Identifies the specific categories of the
20 information (such as trade secrets, business ne-
21 gotiations, or client data) and the timeframe for
22 which the obligation of secrecy remains in ef-
23 fect.

24 (D) Subjects the breaching party to legal
25 remedies, which may include monetary dam-

1 ages, injunction, or other equitable relief, as
2 provided by law or the terms of the agreement.

3 (7) STATE.—The term “State” means each
4 State of the United States, the District of Columbia,
5 each commonwealth, territory, or possession of the
6 United States, and each federally recognized Indian
7 Tribe.

8 (8) COVERED ENTITY.—The term “covered en-
9 tity” means any developer, operator, owner, or any
10 combination thereof, that intends to establish, oper-
11 ate, or own an AI-focused data center that is en-
12 gaged in, or whose activities substantially affect,
13 interstate or foreign commerce, including through
14 the transmission, processing, storage, or exchange of
15 data across State lines or national borders, the pro-
16 curement of goods or services in interstate com-
17 merce, or participation in interstate markets for
18 computing infrastructure, energy, or digital services.

19 (9) DEVELOPER.—The term “developer” means
20 any person or entity that initiates, finances, man-
21 ages, or oversees the planning, site selection, permit-
22 ting, or construction of an AI-focused data center.

23 (10) OPERATOR.—The term “operator” means
24 any person or entity responsible for the day-to-day
25 management, maintenance, or functioning of an AI-

1 focused data center, including the administration of
2 computing infrastructure, utilities, or facility sys-
3 tems.

4 (11) OWNER.—The term “owner” means any
5 person or entity holding legal title to, leasehold in-
6 terest in, or controlling ownership stake in the real
7 property, infrastructure, or computing assets com-
8 prising an AI-focused data center.

9 (d) SEVERABILITY.—If any provision of this section
10 or the application of this section to any person or cir-
11 cumstance is held to be unconstitutional, the remaining
12 provisions of this section and the application of this sec-
13 tion to other persons or circumstances shall not be af-
14 fected.

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