

6-21: DATA PROCESSING, HIGH-DENSITY COMPUTE (DPHDC), AND DIGITAL ASSET MINING

SECTION 6-21-1: PURPOSE AND INTENT It is the intent of this Article to establish comprehensive regulations for the permitting, placement, design, operation, and decommissioning of Data Processing and High-Density Compute (DPHDC) facilities. The purpose is to promote orderly economic development while establishing strictly enforceable standards that minimize severe acoustic nuisances, harmonic grid distortion, thermal/water pollution, and e-waste hazards, thereby safeguarding Starke County's infrastructure, agricultural character, and public health.

SECTION 6-21-2: DEFINITIONS For the purpose of this Article, certain terms shall be interpreted and defined as follows:

A. Data Processing and High-Density Compute (DPHDC): Any commercial facility, consisting of one or more permanent buildings or modular compute units, located on a single parcel or contiguous parcels under common ownership or control, that utilizes networked arrays of computer processors (including but not limited to CPUs, GPUs, ASICs, or TPUs) for artificial intelligence (AI) training, rendering, cloud processing, or blockchain validation. A facility is classified as a DPHDC if it meets one or both of the following thresholds:

1. Requires an aggregate electrical load of one (1) Megawatt (MW) or greater.
2. Operates at an average power density exceeding fifteen (15) kilowatts (kW) per server rack.

B. Digital Asset Mining (Crypto Mining): The commercial-scale use of DPHDC infrastructure specifically designed to participate in a blockchain protocol (including "Proof-of-Work" or similar consensus mechanisms) for the purpose of validating transactions, securing a network, or generating digital assets/cryptocurrency.

C. Modular Compute Unit (MCU): A shipping container, highly modified trailer, or similar prefabricated modular enclosure that houses computing servers and cooling infrastructure, designed to be deployed rapidly and often connected directly to a substation or high-voltage transmission line.

D. Colocation Facility: A type of DPHDC facility where the owner provides the physical space, cooling, power, and security, but leases server space or MCU pads to multiple third-party tenants. For the purposes of this ordinance, the property owner and the primary facility operator are jointly and severally liable for all acoustic, environmental, and infrastructure violations, regardless of which tenant owns the specific hardware causing the violation.

E. Decibel, C-Weighted (dBC): A sound level measurement that captures low-frequency acoustic energy and vibrations (the continuous bass hum of massive HVAC chillers, transformers, and high-velocity server fans), which standard dBA measurements often fail to record.

DRAFT

F. Harmonic Distortion: The degradation of grid power quality caused by non-linear electrical loads typical of massive, continuous server farms, which can cause overheating and premature failure in local utility transformers and neighboring residential electronics.

G. Total System Capacity: The maximum potential Megawatt (MW) electrical draw of the facility as approved by the local utility interconnection agreement, regardless of whether the facility is currently operating at that maximum capacity.

SECTION 6-21-3: APPLICABILITY AND SCOPE

A. Jurisdictional Scope: This Article shall apply to all land within the unincorporated areas of Starke County, Indiana.

B. Applicability and Trigger Events: The requirements, standards, and fee schedules of this Article shall apply to:

1. All new DPHDC facilities or Modular Compute Units (MCUs) constructed or installed after the effective date of this Ordinance.
2. Any physical expansion, equipment upgrade, or electrical "repowering" of an existing facility that increases its Total System Capacity to one (1) Megawatt (MW) or greater.
3. The conversion or adaptive reuse of any existing industrial, commercial, or agricultural structure into a DPHDC facility.

C. Anti-Circumvention and Aggregation: For the purpose of determining applicability under the 1 MW threshold, the Plan Commission shall aggregate the electrical draw of all compute hardware, cooling systems, and accessory structures that function as a single enterprise. This includes facilities that are built in phases, share a common utility interconnection or substation, or are distributed across contiguous parcels under common ownership or control. Developers shall not physically or legally segment a project to evade the requirements of this Article.

D. Strict Exemptions (Accessory Use): Private, on-site server rooms or data storage racks are fully exempt from this Article *only if* they meet all of the following criteria:

1. The compute infrastructure is strictly an accessory use, designed solely to support the primary commercial, industrial, or institutional operation of the premises (e.g., a hospital's patient database, a local bank's financial servers, or a manufacturing plant's internal logistics network).
2. The validation of blockchain transactions, cryptocurrency mining, or commercial leasing of compute space (Colocation) is not occurring on the premises.
3. The compute infrastructure does not require its own dedicated, high-voltage utility substation and does not exceed an electrical load of two hundred and fifty (250) kilowatts (kW).

SECTION 6-21-4: PERMITTING PROCESS AND PROCEDURES

DRAFT

DRAFT

A. Sequential Permitting Requirement: The establishment, construction, conversion, or expansion of any DPHDC facility is subject to a strict, sequential approval process. No facility may be constructed or permitted without fulfilling the following steps in order:

1. **Pre-Requisite Infrastructure Approvals:** The applicant must first secure formal, written approval from both the Starke County Drainage Board (certifying the Drainage and Erosion Control Plan) and the applicable Highway Authority (Starke County Highway Department and/or INDOT, approving access, traffic management, and haul routes). These formal approvals must be secured *prior* to initiating a completed application and Plan Commission review.
2. **Plan Commission Technical Approval:** Following the attainment of infrastructure approvals, the applicant must submit their complete Development Plan—explicitly including the formal written approvals from the Drainage Board and Highway Authority—to the Starke County Plan Commission. The Plan Commission must review and formally approve the technical sufficiency and regulatory compliance of all submitted materials.
3. **Board of Zoning Appeals (BZA) Approval:** *Only after* receiving formal technical approval from the Plan Commission shall the application be forwarded to the Board of Zoning Appeals for a public hearing to consider the issuance of the Special Use Permit (SUP).
4. **Permit Issuance by the Director:** Following the granting of the SUP by the BZA, the final approved package shall be remanded to the Director of Planning and Building. The Director of Planning and Building shall have the sole authority to issue the required Improvement Location Permit (ILP) and subsequent Building Permits, contingent upon the applicant meeting all remaining local and state building codes.
5. **Definition of a "Completed Application":**
 1. Pursuant to **IC 36-7-4-1109**, an application for a DPHDC facility shall not be considered "officially filed" or "completed" for the purpose of vesting rights until the applicant has submitted the formal, written prerequisite infrastructure approvals from the **Starke County Drainage Board** and the applicable **Highway Authority**.
 2. **Rejection of Incomplete Filings:** The Director of Planning and Building shall reject any application that does not contain these certifications. A partial or "placeholder" filing that lacks these prerequisite approvals shall be deemed a **procedural nullity** and shall not protect the applicant from subsequent changes to the Starke County Zoning Ordinance.

B. Required Application Materials: To initiate the Plan Commission Technical Approval phase, the applicant must submit a complete Development Plan, which must include at minimum:

1. **Drainage Board Certification:** Formal, written approval from the Starke County Surveyor and Drainage Board certifying that the facility's drainage, stormwater, and erosion control plans meet all county standards.

DRAFT

DRAFT

2. **Highway Authority Approval:** Formal, written approval from the Starke County Highway Department and/or INDOT, verifying safe site access and an executed Road Use and Maintenance Agreement (RUA) as required by Section 6-21-9.
3. **Acoustic Baseline and Projected Noise Study:** Measuring both dBA and dBC levels, prepared by an Indiana-licensed acoustical engineer, demonstrating strict compliance with Section 6-21-5(E).
4. **Utility Interconnection Agreement and Grid Impact Study:** Verified in writing by the local electrical utility provider or regional transmission organization (RTO), detailing required substation upgrades and guaranteeing no rate increases or reliability degradation for Starke County ratepayers.
5. **Water and Thermal Discharge Plan:** Detailing peak water usage, mandatory pre-treatment methods, and wastewater temperature metrics.
6. **E-Waste Management Plan:** Detailing the lifecycle and certified R2/e-Stewards disposal path of all computing hardware and batteries.
7. **Telecommunications and Broadband Impact Verification:** A formal impact study and written verification from the primary local telecommunications and/or fiber-optic utility provider(s). This verification must detail the facility's projected data throughput consumption and explicitly guarantee that the required network load will not degrade, throttle, or negatively impact broadband speeds, latency, or service reliability for existing residential, agricultural, and commercial users.

C. Engineering Review and Cost Recovery: The Plan Commission and the Director of Planning and Building reserve the right to assign independent, third-party engineering consultants to review the applicant's acoustic, electrical, telecommunications, civil, and drainage submissions. All costs associated with these third-party engineering reviews shall be paid entirely by the Applicant via a project-specific fund deposit prior to the Plan Commission's technical review.

D. Fire Prevention and Building Safety Commission Approval: Pursuant to IC 22-15-3, and in addition to the sequential county approvals outlined in Subsection A, all DPHDC structures, including Modular Compute Units (MCUs) classified as Class 1 structures, require formal Design Release from the Indiana Department of Homeland Security (IDHS) Division of Fire and Building Safety prior to the issuance of any Building Permits by the Director of Planning and Building.

E. Permit Duration, Expiration, and Renewal:

1. **Construction Commencement Requirement:** Pursuant to the regulations established for Location Improvement Permits in Section 6-5-4 and Section 6-5-2(F), **construction** for which an Improvement Location Permit (ILP) is issued shall begin within three (3) months (90 days) from the date of approval and continue diligently until completion, unless otherwise explicitly specified on the application and approved by the Zoning Administrator.
2. **Expiration and Revocation:** Unwarranted failure to commence construction within the 90-day period, or failure to continue construction diligently, shall result in the automatic revocation of the permit.

DRAFT

DRAFT

3. **Renewal Procedure and Fees:** A revoked or expired permit may only be renewed at the discretion of the Zoning Administrator. Pursuant to the Location Improvement Permit Fee Schedule in Section 6-5-4, permits renewed within a thirty (30) day grace period of expiration shall be subject to a renewal fee. Any permit renewed after the 30-day grace period shall be treated as an entirely new permit application, requiring the payment of full application fees and adherence to any newly adopted ordinance standards.

SECTION 6-21-5: ZONING DISTRICTS AND DESIGN STANDARDS

A. Permitted Zoning: DPHDC facilities are permitted strictly as a Special Use within the **Heavy Industrial (I)** district. They are explicitly prohibited in Agricultural (A), Residential (R-1, R-2, R-3), Local Business (LB), General Business (GB), and Light Industrial (LI) districts.

B. Dimensional Baselines and Internal Parcels: Facilities must comply with the baseline lot area, width, and coverage (maximum 75%) established for "I" districts in Chart 2 of this Ordinance. For projects spanning multiple contiguous parcels under common ownership or control, internal property line setbacks may be waived by the Plan Commission, provided the exterior boundaries of the aggregated project site strictly adhere to the setbacks in Subsection C.

C. Mandatory DPHDC Setbacks (Non-Participating Adjacency): To protect the rural and acoustic integrity of neighboring properties, graduated setback standards shall apply based on the number of property lines shared with non-participating landowners.

1. **Distance Requirements:**

- a. One (1) side adjacency: Minimum setback of 500 feet from the shared property line.
- b. Two (2) side adjacency: Minimum setback of 750 feet from applicable property lines.
- c. Three (3) or more sides: Minimum setback of 1,000 feet from all shared property lines.

2. **Measurement Standard:** These setbacks are absolute and shall be measured horizontally from the applicable property line to the nearest edge of *any* DPHDC infrastructure, including but not limited to: permanent buildings, Modular Compute Units (MCUs), HVAC chillers, exhaust fans, generators, electrical substations, and exterior security fencing.

D. Maximum Height and Rooftop Infrastructure:

1. **Height Limit:** The normal maximum height is sixty (60) feet. Pursuant to Section 6-12-5-5-1, buildings may be erected higher only if they are set back from all property lines one (1) additional foot for each two (2) feet of additional height.
2. **Rooftop Equipment:** All rooftop cooling towers, chillers, or exhaust arrays must be fully screened by a parapet wall or architectural feature constructed of

DRAFT

DRAFT

materials matching the primary building. The height of this screening shall be included in the total height calculation of the structure.

E. The "Acoustic Envelope" and Vibration Controls:

1. **Absolute Limits:** Operational noise generated by the facility (including all compute hardware, cooling systems, and substations) shall not exceed **50 dBA** or **60 dBC** at any point along a non-participating property line, 24 hours a day.
2. **Tonal Penalty:** If the acoustic profile contains a distinct, continuous pitch (a "pure tone," such as high-velocity fan whine, defined as a variance of 5dB or more in adjacent 1/3 octave bands), a tonal penalty shall be applied, reducing the maximum allowable limit by 5 dBA.
3. **Vibration:** No perceptible ground-borne vibration shall be measurable at any non-participating property line as measured by an independent engineering consultant using a calibrated seismograph.
4. **Continuous Acoustic Telemetry:** For any DPHDC facility with a Total System Capacity exceeding five (5) Megawatts (MW), the operator must install permanent, weather-proof, and tamper-proof acoustic telemetry sensors at the property lines. This data must stream 24/7 to a secure portal accessible to the Starke County Building Commissioner and Plan Commission.

F. Vegetative Buffers, Screening, and Maintenance Guarantee:

1. **Design and Approval:** To adequately mitigate visual impact and deflect ground-level sound waves, the applicant shall submit a site-specific Vegetative Buffer and Screening Plan designed by a licensed landscape architect or qualified environmental professional. The proposed design shall be subject to the review and formal approval of the Starke County Plan Commission and must meet or exceed the following absolute minimum standards: *
 - a. **Earth Berming:** Continuous earth berming with a minimum height of eight (8) feet must be established outside the perimeter security fence to deflect ground-level acoustic waves upward and obscure the fence line.
 - b. **Planting Array:** A minimum 15-foot-wide planting area must be established upon or adjacent to the berm, featuring a double-staggered row of native evergreen and deciduous trees designed to achieve 100% visual opacity within three (3) years.
 - c. **Discretionary Increases:** The Plan Commission reserves the right to require denser plantings, taller berms, or wider buffers beyond these minimums based on the findings of the applicant's Acoustic Baseline and Projected Noise Study.

DRAFT

DRAFT

2. **Continuous Maintenance:** To ensure the long-term efficacy of the screening, the operator shall maintain the vegetative buffer in a healthy, living state for the entire operational life of the facility. Any dead, diseased, or severely damaged plant materials shall be replaced by the operator within sixty (60) days or by the next optimal planting season, whichever is sooner.

3. **Financial Guarantee:** Prior to the issuance of an Improvement Location Permit, the Plan Commission may require the applicant to post a landscaping surety bond, letter of credit, or cash escrow equal to one hundred twenty-five percent (125%) of the estimated cost of purchasing and installing the approved vegetative buffer. This surety shall remain in place for a minimum of three (3) years post-installation to guarantee the root establishment and survival of the landscaping. 4. **Violations:** Failure to maintain the required opacity, height, and health of the vegetative buffer shall constitute a zoning violation subject to the enforcement actions and daily fines outlined in Section 6-21-13.

SECTION 6-21-6: ENVIRONMENTAL, WATER RESOURCE, AND DRAINAGE PROTECTIONS

A. Cooling Protocols, Mandatory Pre-Treatment, and Drainwater (Effluent):

1. **Permitted Systems:** Open-loop "once-through" water cooling is strictly prohibited. Facilities must utilize closed-loop liquid cooling, dielectric fluid immersion cooling, or high-efficiency dry-cooling chillers.
2. **Pre-Treatment Requirement:** Any facility utilizing water for cooling purposes must implement and maintain a mandatory on-site water pre-treatment system (such as Reverse Osmosis). This system must be designed to minimize mineral scale accumulation and drastically reduce the need for toxic biocides and anti-scaling chemical additives.
3. **Drainwater Discharge Limits:** All cooling water discharge (blowdown or drainwater) must be thermally normalized and neutralized. Under no circumstances shall super-heated or chemically contaminated drainwater be discharged directly into Starke County legal drains, county tiles, or natural watercourses.
4. **Mandatory Test Line and Unannounced Sampling:** The drainwater discharge infrastructure must include an accessible, tamper-proof sampling port located on the exterior of the facility, prior to the final discharge point. The Building Commissioner or a designated environmental inspector reserves the right to conduct periodic, unannounced water quality testing. All costs associated with the extraction and third-party laboratory analysis of these samples shall be billed to the facility operator.

B. Stormwater Management and Retention Ponds:

1. **Impervious Surface Mitigation:** Because DPHDC facilities utilize massive, contiguous rooflines and heavily compacted staging areas for chillers and

DRAFT

DRAFT

generators, all post-construction runoff must be strictly managed. Runoff volumes, flow rates, and velocity must not exceed pre-construction “C” values for all disturbed areas.

2. **Retention/Detention Pond Standards:** All stormwater ponds must be engineered by a licensed Indiana professional engineer to manage a 100-year storm event.
3. **Prohibition of Mixed-Use Ponds:** Developers are strictly prohibited from discharging cooling system drainwater (blowdown) into unlined stormwater retention ponds. If a developer proposes mixing cooling drainwater with stormwater, the retention pond must be fitted with an impermeable synthetic liner to prevent chemical and heavy-metal leaching into the local aquifer, and must receive explicit dual approval from the Starke County Drainage Board and the Indiana Department of Environmental Management (IDEM).

C. Starke County Drainage Board Authority and Setbacks:

1. **Mandatory Plan Review:** A comprehensive Drainage and Erosion Control Plan must be submitted to and formally approved by the Starke County Surveyor and Drainage Board prior to Plan Commission review. The Drainage Board reserves the right to require third-party engineering review at the developer's expense.
2. **Drainage Infrastructure Setbacks:** The applicant is fully responsible for identifying and protecting all underground and surface drainage features. The following setbacks are absolute and non-waivable:
 - A minimum one hundred (100) foot setback shall be maintained from the top of the bank of any open legal drain or regulated county watercourse to any DPHDC infrastructure or staging area.
 - No DPHDC equipment, security fencing, or heavy staging may be placed over, across, or within ten (10) feet of any county-maintained subsurface tile without written approval from the Drainage Board.
3. **Drainage Restoration Bond:** A drainage restoration bond shall be posted in an amount determined by the County Surveyor or Drainage Board to ensure full repair of any post-construction damage to drainage infrastructure. The bond shall remain in place for a minimum of twelve (12) months after project completion.
4. **Special Flood Hazard Areas:** Pursuant to Article 6-16, DPHDC facilities and their associated staging areas, substations, and modular compute units shall not be located within a Zone A or Zone AE Special Flood Hazard Area.

D. E-Waste Processing and Hardware Disposal: Disposal of servers, ASICs, printed circuit boards, or commercial lithium-ion batteries in Starke County landfills is strictly prohibited. Developers must maintain active contracts with certified R2 or e-Stewards electronics recyclers for the safe handling and off-site disposal of all depreciated or decommissioned hardware. Proof of these active contracts must be submitted annually to the Plan Commission.

SECTION 6-21-7: SITE INFRASTRUCTURE, FIRE SAFETY, AND SECURITY

A. Fire Safety and Emergency Operations:

DRAFT

DRAFT

1. **Infrastructure Standards:** All facilities, including permanent structures and Modular Compute Units (MCUs), must be designed, constructed, and maintained in strict compliance with NFPA 75 (Standard for the Fire Protection of Information Technology Equipment) and NFPA 855 (Standard for the Installation of Stationary Energy Storage Systems).
2. **Emergency Operations Plan (EOP):** Prior to the issuance of an Improvement Location Permit (ILP), the applicant must submit an EOP formally approved by the local responding Fire Department and the Starke County Emergency Management Agency (EMA). This plan must include site-specific protocols for handling lithium-ion thermal runaway, electrical fires, and hazardous chemical containment.
3. **Emergency Disconnect and Access:** A secure "Knox Box" or equivalent emergency access system must be installed at the primary gate. Additionally, a clearly marked, easily accessible emergency power disconnect switch (or "kill switch") must be located on the exterior of the facility to allow first responders to cut power to the server arrays without entering the structures.

B. First Responder Financial Support and Training: Due to the severe thermal hazards of high-density server racks and the specialized chemical foam required to fight lithium-ion fires, the Applicant shall provide:

1. **Capital Equipment Disbursement:** A one-time payment of \$20,000 prior to energization, to be placed in a dedicated fund and divided among the primary responding fire and EMS departments for the purchase of specialized suppression tools (e.g., thermal imaging cameras, Class D fire extinguishers, specialized foam).
2. **Annual Support:** An annual payment of \$7,500 to the primary responding emergency agencies, increasing by 3% year-over-year to account for inflation and consumable material replacement.
3. **Mandatory Annual Training:** The operator must coordinate and fully fund an annual, on-site emergency response training session for local fire, EMS, and emergency management personnel to ensure they are familiar with the site layout, coolant chemicals, and high-voltage hazards.

C. Security and Fencing:

1. **Perimeter Security:** A minimum eight (8) foot high security fence must be installed around the entire perimeter of all accessible ground-mounted equipment, MCUs, and substations. To prevent unauthorized access to high-voltage areas, the fence must feature anti-climb mesh or a minimum of three (3) strands of barbed wire at the top. This fence must be placed *inside* the vegetative buffer required by Section 6-21-5(F) so it is obscured from public view.
2. **Surveillance:** The facility must be equipped with a 24/7 closed-circuit television (CCTV) monitoring system.

D. Lighting and Signage:

DRAFT

DRAFT

1. **Dark Sky Compliance:** To prevent light trespass onto neighboring properties and preserve the rural night sky, all exterior lighting must be strictly functional, downward-facing, and fully shielded (Dark Sky compliant). Wall-packs or floodlights that project light outward rather than downward are strictly prohibited. Light levels shall not exceed 0.5 foot-candles at any non-participating property line.
2. **Warning Signage:** Highly visible warning signs (e.g., "High Voltage," "No Trespassing") must be posted every 100 feet along the perimeter fence.
3. **Emergency Contact Placard:** A weather-proof placard must be mounted at the main entrance detailing the facility's physical address, the operator's name, and a 24-hour emergency contact phone number for the site manager.

E. Parking, Paving, and Internal Access:

1. **Parking Minimums:** Pursuant to Section 6-12-5-4-3 of the Zoning Ordinance, one (1) parking space per three (3) employees shall be provided.
2. **Hard Surface Requirement:** All open parking areas, loading berths, and primary access roads shall be paved with a dust-proof, hard surface (concrete or heavy-duty asphalt) capable of supporting the weight of heavy-haul equipment and fully-loaded fire apparatus (minimum 75,000 lbs load capacity).
3. **Fire Lanes:** Unobstructed fire lanes, a minimum of twenty (20) feet in width, must be maintained around all permanent buildings, modular compute units, and substations at all times.

SECTION 6-21-8: ROAD USE AND MAINTENANCE AGREEMENT (RUA)

A. Requirement and Purpose:

1. **Execution:** Prior to any grading, construction, or delivery of equipment associated with a DPHDC facility, the Applicant shall enter into a binding Road Use and Maintenance Agreement (RUA) with the Starke County Highway Department and the Starke County Board of Commissioners.
2. **Contractual Status:** The RUA shall be executed as a legally enforceable contract and shall be incorporated by reference into the Special Use Permit and the Improvement Location Permit (ILP).

B. Pre-Construction Assessment and Engineering:

1. **Engineer Selection:** All road condition assessments and restoration cost estimates shall be performed by a licensed Indiana professional engineer selected by the County.
2. **Cost Responsibility:** The Applicant shall be responsible for all costs associated with these engineering services and shall remit payment in full before the commencement of any fieldwork or inspections.

DRAFT

DRAFT

3. **Haul Route Survey:** The RUA shall require a detailed pre-construction survey, including high-resolution photo/video documentation and PASER rating assessments of all affected road segments, bridges, and culverts.

C. Approved Haul Routes and Traffic Control:

1. **Route Restriction:** No DPHDC construction-related traffic may deviate from the approved haul routes without prior written approval from the County Highway Superintendent.
2. **Safety Measures:** During construction and decommissioning, the Applicant must implement dust control measures and maintain safe, continuous access for emergency vehicles, school buses, and agricultural operations.

D. Road Bonding and Financial Security:

1. **Bond Amount:** The Applicant shall post a road restoration performance bond in an amount equal to 100% of the engineer's estimate to fully restore all haul routes to their pre-construction condition or better.
2. **Bond Validity:** The bond shall remain valid throughout the construction period and for at least six (6) months after final project energization.

E. Restoration and Pavement Standards:

1. **Post-Construction Inspection:** Within thirty (30) days of substantial project completion, the County's engineer shall conduct a post-construction inspection.
2. **Restoration Requirements:** If the inspection reveals that a road segment's PASER rating has dropped by more than one (1) full point, the Applicant must mill and resurface the entire segment to a minimum PASER 6 standard at their sole expense.
3. **Patching Prohibition:** Patch repairs or partial overlays shall not be permitted if the PASER rating has fallen below 4.

F. Enforcement: Failure to comply with any term of the RUA shall result in an immediate Stop Work Order, permit suspension, or the County drawing upon the road bond to fund necessary repairs.

SECTION 6-21-9: DECOMMISSIONING AND SITE RESTORATION

A. Decommissioning Bond and Financial Assurance:

1. **Requirement:** An Applicant may not locate or install a DPHDC facility unless the Applicant submits a decommissioning and site restoration plan and posts a surety bond (excluding cash) or an equivalent means of security acceptable to Starke County.
2. **Bond Amount:** The bond shall be in an amount equal to one hundred percent (100%) of the total estimated decommissioning and restoration costs as calculated

DRAFT

DRAFT

by a third-party licensed or registered engineer agreed upon by the Applicant and the County.

3. **No Salvage Credit:** The estimated cost of decommissioning shall be calculated as the gross cost of removal and restoration and shall not be reduced by the projected salvage or scrap value of hardware or equipment.
4. **Incremental Posting:** The required security shall be posted in the following increments:
 - o **25%** of the total estimated cost not later than the start date of full commercial operation.
 - o **50%** of the total estimated cost not later than the fifth (5th) anniversary of the start date of full commercial operation.
 - o **100%** of the total estimated cost not later than the tenth (10th) anniversary of the start date of full commercial operation.
5. **Reevaluation:** The decommissioning cost estimate must be reevaluated by a licensed Indiana engineer every five (5) years to account for inflation and changing market conditions.

B. Decommissioning Trigger Events: Decommissioning must commence immediately if any of the following occur:

1. **Cessation of Use:** The DPHDC facility ceases data processing or generating significant power consumption for twelve (12) consecutive months, including situations of Force Majeure.
2. **Permanent Shutdown:** The operator issues a written notice of permanent shutdown.
3. **Abandonment/Safety:** The County finds the project has been abandoned or declares the site an Unsafe Building under Article 6-15 and IC 36-7-9.

C. Scope of Decommissioning and Removal: The operator shall initiate decommissioning within ninety (90) days of a Trigger Event and complete all work within twelve (12) months. The plan shall require full removal of:

1. **Infrastructure:** All servers, racks, modular compute units (MCUs), conduits, and electrical components.
2. **Support Systems:** All cooling towers, HVAC units, chillers, and substations.
3. **Foundation and Pads:** All concrete foundations, pads, piles, and subsurface infrastructure to a depth of at least three (3) feet.
4. **Security and Access:** All security fencing, gravel, and construction materials, and the restoration of roads as directed by the Highway Department.

D. Site and Soil Restoration: Upon removal of the DPHDC infrastructure, the site shall be restored to its pre-construction state as follows:

1. **Decompaction:** All disturbed soils, including access roads, shall undergo deep tillage or subsoiling to a depth of at least eighteen (18) inches to restore infiltration capacity.

DRAFT

DRAFT

2. **Grading:** The land shall be regraded and recontoured to approximate original topography to ensure drainage patterns function as they did pre-construction.
3. **Vegetation:** Topsoil shall be redistributed and the site revegetated using a native tallgrass prairie mix appropriate for Indiana climate.

E. Landowner Accountability and Liens:

1. **Failure to Act:** If the Applicant fails to initiate decommissioning within twelve (12) months of a Trigger Event, the County may enforce the agreement and recover costs from the bond.
2. **Beneficiary Status:** Starke County shall be named as a third-party beneficiary of the decommissioning agreement with a full right of enforcement.
3. **Lien Authority:** The County reserves the right to perform decommissioning and place a lien on the property for any costs incurred that exceed the value of the posted bond.

F. Final Certification: Release of the decommissioning bond requires a final site inspection and written certification from the County Surveyor and the Plan Commission confirming that all removal and soil restoration criteria have been satisfied.

SECTION 6-21-10: INSURANCE AND LIABILITY

To ensure that the County and its residents are fully protected from the high-voltage, thermal, and environmental risks inherent in DPHDC operations, the following insurance standards shall apply. These requirements align with the indemnification and liability precedents established in the Starke County Solar Ordinance.

A. General Liability Insurance Requirement: All DPHDC facility applicants and operators shall procure and maintain Commercial General Liability (CGL) insurance for the duration of the project, including the construction, operational, and decommissioning phases. The policy shall provide:

1. **Occurrence Limit:** Minimum coverage of \$2,000,000 per occurrence.
2. **Aggregate Limit:** Minimum \$5,000,000 aggregate limit.
3. **Scope of Coverage:** Coverage must explicitly include bodily injury, property damage, personal injury, and environmental/pollution damage.
4. **Per-Project Basis:** The insurance must apply on a per-project basis and cannot be part of a blanket or shared policy for multiple sites outside of Starke County.

B. Additional Insured Requirements: The following entities shall be named as Additional Insureds under the CGL policy for the entire term of the operation:

1. Starke County Government.
2. Starke County Plan Commission.
3. Starke County Highway Department.
4. Starke County Drainage Board.

DRAFT

DRAFT

5. All Fire and EMS departments identified as primary or mutual aid responders for the facility area.

C. Maintenance of Coverage and Reporting:

1. **Proof of Status:** Evidence of additional insured status must be included on the certificate of insurance (COI) and endorsement forms submitted with the initial permit application.
2. **Annual Updates:** A valid COI must be submitted to the Plan Commission annually on or before the anniversary date of the policy's effective date.
3. **Notice of Change:** The operator must notify the County within thirty (30) days of any change, renewal, cancellation, or non-renewal of the policy. Failure to maintain active coverage shall result in an immediate Stop Work Order or Cease Operations Order until compliance is achieved.

D. Specialized Coverage:

The Plan Commission reserves the right to require additional forms of insurance where circumstances warrant, including:

1. **Professional Liability (Errors and Omissions):** For engineering firms providing structural, electrical, or drainage design for the facility.
2. **Environmental Liability:** Specifically addressing potential contamination from battery storage systems, chemical coolants, or dielectric fluids.

E. Indemnification: The DPHDC applicant and operator shall assume full responsibility and legal liability for any and all damages to public infrastructure, private property, or utilities arising from project development, construction, operation, or decommissioning. The Applicant shall indemnify and hold harmless Starke County and its officials, departments, boards, and agents from any and all claims, costs, or legal actions resulting from property damage, injury, environmental contamination, or negligence caused by the facility or its operations.

SECTION 6-21-11: LOCATION IMPROVEMENT PERMIT AND FEE SCHEDULE

The following non-refundable fee schedule is established for DPHDC and Digital Asset Mining facilities. These fees are designed to offset the heavy administrative, technical, and continuous monitoring burdens inherent in high-density computing infrastructure.

A. Application and Permit Fees: The following non-refundable fees shall apply to all DPHDC projects and must be paid in full at the time of the initial application submittal to the Plan Commission:

- **0 – 5 MW Total System Capacity:** \$15,000.00
- **6 – 20 MW Total System Capacity:** \$35,000.00
- **21 – 50 MW Total System Capacity:** \$75,000.00

DRAFT

DRAFT

- **Over 50 MW Total System Capacity:** \$100,000.00 plus \$1,000.00 per additional 1 MW.
- **Maximum Permit Fee:** \$250,000.00.

B. Engineering and Third-Party Review Fees: In addition to the standard permit fees, the Applicant is responsible for all costs associated with third-party technical reviews required in Section 6-21-4(C):

1. **Project-Specific Fund:** At the inception of the application, the Applicant shall deposit an estimated review and inspection cost into a project-specific fund created for the application.
2. **Professional Services:** These funds shall be utilized to retain County-approved engineers, noise experts, electrical consultants, and environmental inspectors.
3. **Invoiced Costs:** Third-party consultant reviews and legal fees for enforcement or technical review shall be paid at the actual cost as invoiced.

C. Permit Renewal Fees: Pursuant to the Location Improvement Permit Fee Schedule established in Section 6-5-4, the following renewal fees apply should the project fail to commence construction within the initial 90-day window:

1. **Grace Period Renewal:** A permit renewed within the thirty (30) day grace period of expiration shall be subject to a **\$25.00** renewal fee.
2. **Post-Grace Period:** Any permit renewal attempted after the 30-day grace period shall be treated as an entirely new application, requiring the payment of full fees as outlined in Subsection A above.

D. Continuous Monitoring Surcharge: Any and all third-party professional costs, including engineering or legal fees incurred by the County during investigations, unannounced water testing, or acoustic telemetry audits, shall be applied to the operator as a compliance monitoring surcharge.

E. Supplemental Nature of Fees: The fees established in this Section are specific to the unique technical and infrastructure impacts of DPHDC facilities. Where these fees conflict with the general industrial rates in Section 6-5-4, the fees in Section 6-21-11 shall control.

SECTION 6-21-12: ENFORCEMENT, VIOLATIONS, AND PENALTIES

To ensure maximum compliance and protect the public welfare, this section utilizes the full extent of "Home Rule" and statutory authority granted under Indiana Code.

A. Stop Work and Cease Operations Orders The Director/Building Commissioner may issue an immediate Stop Work Order or Cease Operations Order for any verified violation of this Article, including but not limited to acoustic exceedances, unapproved grid distortion, or failure to maintain required insurance. The order shall remain in effect until the violation is mitigated and a re-inspection fee is paid.

DRAFT

DRAFT

B. Fine Schedule (Statutory Maximums): In accordance with IC 36-1-3-8(a)(10), the County hereby establishes a maximum civil penalty for the second and subsequent violations of this Article at \$2,500.00. For violations involving a threat to public health or safety, or for chronic non-compliance as determined by the Board of Zoning Appeals, the County may seek the maximum statutory penalty of \$7,500.00 per day.

1. **First Offense:** An immediate Stop Work Order and a formal "Notice of Violation." No monetary penalty shall be assessed if the violation is fully corrected within the initial ten (10) day compliance period.
2. **Second Offense:** A fine of **Seven Hundred Dollars (\$700.00)**.
3. **Third and Subsequent Offenses:** A civil penalty of **Two Thousand Five Hundred Dollars (\$2,500.00) per day**.
4. **Chronic or Willful Non-Compliance:** For violations that are deemed willful or pose a continuous threat to public health and safety, the County may seek the maximum allowable civil penalty under Indiana law of **Seven Thousand Five Hundred Dollars (\$7,500.00) per day**.

C. Separate Offenses Each day that a violation exists or continues after the initial compliance period shall be considered a separate offense, and the fines shall accrue daily until a written "Certificate of Compliance" is issued by the Building Commissioner.

D. Additional Remedies and Legal Recovery In addition to the per-diem fines, the County shall be entitled to recover all costs associated with enforcement, including:

1. **Administrative Surcharges:** All third-party professional costs, including engineering experts, acoustical telemetry audits, and unannounced water laboratory analysis.
2. **Legal Fees:** All reasonable attorney fees and court costs incurred during the prosecution of the violation or the pursuit of injunctive relief.
3. **Lien Authority:** Unpaid fines and remediation costs shall constitute a lien against the project parcels and may be collected in the same manner as delinquent property taxes.

E. Permit Revocation Three (3) or more documented violations within any twelve (12) month period shall be grounds for a public hearing before the Board of Zoning Appeals (BZA) to consider the permanent revocation of the Special Use Permit and the immediate decommissioning of the facility.

SECTION 6-21-13: SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Article.

SECTION 6-21-14: EFFECTIVE DATE

DRAFT

DRAFT

This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to the laws of the State of Indiana. All DPHDC applications pending at the time of adoption shall be subject to the requirements herein to the maximum extent permitted by IC 36-7-4-1109 (Vested Rights).

DRAFT

APPENDIX A: BOARD OF ZONING APPEALS (BZA) FINDINGS OF FACT

Special Use Permit for Data Processing and High-Density Compute (DPHDC)

Petitioner Name: _____ Case Number: _____
_____ Property Address/Location: _____
_____ Date of Hearing: _____

STATUTORY FINDINGS

Pursuant to the Starke County Zoning Ordinance and Indiana Code, the Board of Zoning Appeals must find that the following criteria have been satisfied for the issuance of a Special Use Permit.

1. Public Welfare

Finding: The establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, or general welfare.

- **BZA Determination:** [] Satisfied [] Not Satisfied
- **Basis for Finding:** * Verification of **NFPA 75 and NFPA 855** fire safety compliance and approved Emergency Operations Plan (EOP).
 - Confirmation of **8-foot earth berming** and vegetative buffering to protect community visual and acoustic character.
 - Execution of a **Road Use and Maintenance Agreement (RUA)** to protect public thoroughfares.

2. Use and Value of Adjacent Property

Finding: The Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.

- **BZA Determination:** [] Satisfied [] Not Satisfied
- **Basis for Finding:**
 - Adherence to graduated **setbacks (500'/750'/1,000')** from non-participating property lines.
 - Compliance with the **50 dBA / 60 dBC acoustic envelope** to prevent industrial noise nuisance.
 - Implementation of **Dark Sky compliant lighting** to prevent light trespass (max 0.5 foot-candles at property line).

3. Infrastructure and Capacity

Finding: The Special Use will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services.

- **BZA Determination:** Satisfied Not Satisfied
- **Basis for Finding:**
 - Formal written approval from the **Starke County Drainage Board** certifying no negative impact on regulated drains or tiles.
 - Written verification from telecommunications providers that **broadband speeds and latency** for local residents will not be degraded.
 - Utility Impact Study guaranteeing no **harmonic distortion** or reliability degradation for the local electrical grid.
 - Financial commitment for **First Responder Training and Equipment** (\$20,000 initial / \$7,500 annual).

4. Environmental Protection

Finding: The Special Use has been designed to minimize environmental impact and provides adequate protection for the local ecosystem and water resources.

- **BZA Determination:** Satisfied Not Satisfied
- **Basis for Finding:**
 - Mandatory **Reverse Osmosis pre-treatment** of cooling water and establishment of an unannounced discharge test line.
 - Provision of a **100% Gross Cost Decommissioning Bond** (no salvage credit) to ensure site restoration.
 - Certified **E-Waste Management Plan** preventing hardware disposal in local landfills.

BOARD ACTION

Based upon the above Findings of Fact, the Starke County Board of Zoning Appeals hereby:

GRANTS the Special Use Permit subject to the standard conditions of Section 6-21.

GRANTS the Special Use Permit subject to the following **additional conditions:**

DRAFT

[] **DENIES** the Special Use Permit for the following reasons:

Signed this _____ day of _____, 20.

Chair, Starke County Board of Zoning Appeals

DRAFT

APPENDIX B: STARKE COUNTY PLAN COMMISSION

TECHNICAL REVIEW & RECOMMENDATION REPORT

Petitioner Name: _____

Project Name: _____

Case Number: _____

Proposed Total System Capacity (MW): _____

TECHNICAL CERTIFICATION CHECKLIST

The Starke County Plan Commission Staff has reviewed the Development Plan for technical sufficiency pursuant to **Section 6-21-4**. The following mandatory certifications, studies, and deposits have been verified as submitted in full:

- **Drainage Board Certification:** Formal written approval from the County Surveyor and Drainage Board certifying the Drainage and Erosion Control Plan.
- **Highway Authority Approval:** Formal written approval and an executed Road Use and Maintenance Agreement (RUA) per Section 6-21-8.
- **Project-Specific Fund Deposit:** Initial deposit for third-party engineering and legal review has been received and verified.
- **Acoustic Baseline & Projected Study:** Certified dBA and dBC models demonstrating compliance with the 50/60 absolute limit.
- **Continuous Acoustic Telemetry Plan:** (Required for >5 MW) Verification of permanent, tamper-proof sensor installation and portal access for the Building Commissioner.
- **Utility & Grid Impact Study:** Written guarantee from the RTO/Utility regarding harmonic distortion and rate stability for local residents.
- **Broadband Verification:** Written guarantee from local providers that residential speeds and latency will not be degraded.
- **Water & Thermal Discharge Plan:** Detailed peak usage and engineering specs for mandatory Reverse Osmosis pre-treatment and exterior test line.
- **Fire Safety & EOP:** Emergency Operations Plan approved by the local Fire Department and EMA, including NFPA 75/855 compliance.
- **E-Waste Management Plan:** Certified disposal path via R2 or e-Stewards recyclers.
- **Decommissioning Plan & Estimate:** 100% gross removal cost estimate, certified by an Indiana-licensed engineer, with no salvage credit allowed.
- **Vegetative Buffer & Berming Design:** Site-specific plan featuring the mandatory 8-foot earth berm and staggered evergreen array.

PLAN COMMISSION RECOMMENDATION

After a public meeting held on _____, **20**, the Starke County Plan Commission hereby makes the following recommendation to the Board of Zoning Appeals (BZA):

FAVORABLE RECOMMENDATION The Plan Commission finds that the Development Plan is technically complete, meets all absolute minimum design standards of Section 6-21-5 and 6-21-6, and is consistent with the Starke County Comprehensive Plan.

UNFAVORABLE RECOMMENDATION The Plan Commission finds the application technically deficient for the following reasons:

NO RECOMMENDATION

STAFF NOTES AND PROPOSED CONDITIONS

The Plan Commission recommends that the BZA incorporate the following project-specific conditions into the Special Use Permit:

1. _____
2. _____

Certified by: _____ **Date:** _____

Director of Planning and Building / Plan Commission Secretary

APPENDIX C: FINAL CONDITIONS CHECKLIST

PRIOR TO ISSUANCE OF IMPROVEMENT LOCATION PERMIT (ILP)

Project Name: _____

Case Number: _____

Applicant: _____

1. STATUTORY & SEQUENTIAL APPROVALS

- **BZA Special Use Permit:** Verify the written "Findings of Fact" have been signed by the BZA Chair and all specific conditions are incorporated into the final plans.
- **State Design Release:** Confirm receipt of formal Design Release from the **Indiana Fire Prevention and Building Safety Commission** (IDHS) for all structures and Modular Compute Units (MCUs).
- **Vested Rights Verification:** Confirm the application was certified as "Complete" by the Plan Commission, including the prerequisite Drainage and Highway approvals, prior to any subsequent ordinance changes.

2. FINANCIAL GUARANTEES & SURETIES

- **Decommissioning Bond:** Verify a performance bond for **100% of the gross decommissioning cost** (with \$0 salvage credit) has been received.
- **Road Restoration Bond:** Confirm the 100% road restoration bond is active and matches the County Engineer's estimate.
- **Landscaping/Berm Surety:** Verify the **125% surety bond** is in place for the 8-foot earth berm and vegetative buffer maintenance.
- **Drainage Restoration Bond:** Confirm a drainage bond is posted to ensure the integrity of regulated drains and subsurface tiles.

3. PUBLIC SAFETY & INFRASTRUCTURE

- **Emergency Operations Plan (EOP):** Verify the final EOP contains original signatures from both the **Local Fire Chief** and the **Starke County EMA Director**.
- **First Responder Disbursement:** Confirm the one-time **\$20,000 capital equipment payment** has been deposited into the dedicated public safety fund.
- **Acoustic Telemetry Access:** (For sites >5 MW) Verify that the Building Commissioner has functional 24/7 portal access to the property line acoustic sensors.

DRAFT

- **Insurance Certification:** Verify the **Commercial General Liability (CGL)** policy (\$5M aggregate) is active and names Starke County and responding agencies as "Additional Insured".

4. FEES & COST RECOVERY

- **Permit Fees:** Confirm full payment of the non-refundable DPHDC permit fee based on the **Total System Capacity (MW)**.
- **Engineering Fund Balance:** Verify that the **Project-Specific Fund** for third-party engineering and legal review has a positive balance to cover all pre-issuance costs.

OFFICIAL ISSUANCE

The Director of Planning and Building, having verified that all prerequisite conditions of **Article 6-21** have been satisfied, hereby authorizes the issuance of the Improvement Location Permit.

Issued by: _____ **Date:** _____

Director of Planning and Building / Building Commissioner

DRAFT