

RESOLUTION 2026-PC-11

**A RESOLUTION OF THE STARKE COUNTY PLAN COMMISSION
CONCERNING A PROPOSAL TO AMEND TEXT OF THE STARKE
COUNTY ZONING ORDINANCE**

WHEREAS: The Starke County Board of Commissioners wishes to make certain changes and amendments to the Starke County Zoning Ordinance affecting the Plan Commission, said proposal identified as 2026-PC-11;

and

WHEREAS: A public hearing was held on 20 May, 2026, at 5:30 p.m. concerning this matter by the Starke County Plan Commission; and

WHEREAS: Notice was provided according to law concerning said public hearing; and

WHEREAS: The Starke County Plan Commission passes and adopts this Resolution to make the following findings and recommendations.

**NOW, THEREFORE, BE IT RESOLVED BY THE STARKE COUNTY PLAN
COMMISSION AS FOLLOWS:**

That attached hereto as **Exhibit "A"** is **2026-PC-11**, the Certified Proposal to Adopt the **Starke County Battery Energy Storage Systems Ordinance** to be effective 25 July, 2026.

That in considering the above amendments, the Starke County Plan Commission has given due consideration:

- To promote responsible development of battery storage infrastructure while protecting landowner rights and rural character;
- To preserve the health or safety of residents or emergency personnel;
- To provide enforceable standards to mitigate fire risks, noise, and environmental impacts , and to safeguard county infrastructure and emergency services;
- To ensure complete reclamation and removal of BESS at end-of-life or abandonment.

The Starke County Plan Commission finds that the above-stated reasons are sufficient to support the amendments as set forth above.

That Notice of said public hearing was provided by the Starke County Plan Commission in accordance with **IC 36-7-4-604**, via publication in **The Leader** newspaper.

That the Starke County Plan Commission hereby certifies and forwards this Resolution to the Starke County Board of Commissioners with a **favorable recommendation**.

PASSED AND ADOPTED BY THE STARKE COUNTY PLAN COMMISSION THIS
20TH DAY OF MAY, 2026.

STARKE COUNTY PLAN COMMISSION



Mike VanDeMark
Plan Commission Chair

ATTEST:



John McCurrie III
Plan Commission Secretary

ORDINANCE NO. 2026-17

AN ORDINANCE ADOPTING THE STARKE COUNTY BATTERY ENERGY STORAGE SYSTEMS (BESS) ORDINANCE

WHEREAS, pursuant to Indiana Code § 36-7-4 et seq., the Board of Commissioners of Starke County, Indiana, is empowered to regulate the use and development of land for the promotion of public health, safety, morals, convenience, order, and general welfare; and

WHEREAS, it is the intent of Starke County to establish comprehensive regulations for the permitting, design, construction, operation, and decommissioning of Commercial Battery Energy Storage Systems (BESS) to promote responsible development while protecting landowner rights and rural character; and

WHEREAS, the County seeks to preserve the health and safety of residents and emergency personnel, provide enforceable standards to mitigate fire risks, noise, and environmental impacts, safeguard county infrastructure, and ensure complete reclamation and removal of BESS at end-of-life or abandonment; and

WHEREAS, the Starke County Plan Commission held a properly noticed public hearing and passed Resolution No. 2026-PC-11 by a 7-0 vote, forwarding this proposal to the Board of Commissioners with a favorable recommendation;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF STARKE COUNTY, INDIANA, that the Starke County Code is hereby amended by adopting the "Starke County Battery Energy Storage Systems Ordinance," **to become effective on July 25, 2026**, and to read in its entirety as follows:

SECTION 1. TITLE AND AUTHORITY

This Ordinance shall be known and may be cited as the “Starke County Battery Energy Storage Systems Ordinance.” This Ordinance is enacted pursuant to the authority granted to counties under Indiana Code § 36-7-4 et seq., enabling local governments to regulate the use and development of land for the promotion of public health, safety, morals, convenience, order, and general welfare.

This Ordinance governs the siting, development, construction, operation, maintenance, decommissioning, and reclamation of all Commercial Battery Energy Storage Systems (BESS) within Starke County, Indiana. It is binding on all applicants, property owners, developers, successors, and operators.

SECTION 2. PURPOSE AND INTENT

The purpose of this Ordinance is to establish comprehensive regulations for permitting, design, construction, operation, and decommissioning of Commercial Battery Energy Storage Systems (BESS) in Starke County. The intent is to:

- Promote responsible development of battery storage infrastructure while protecting landowner rights and rural character;
- Preserve the health or safety of residents or emergency personnel;
- Provide enforceable standards to mitigate fire risks, noise, and environmental impacts;
- Safeguard county infrastructure and emergency services;
- Provide a transparent and objective permitting process;
- Ensure complete reclamation and removal of BESS at end-of-life or abandonment.

SECTION 3. DEFINITIONS

For purposes of this Ordinance, the following definitions apply:

- **Battery Energy Storage System (BESS):** An electrochemical device and associated infrastructure that stores energy for use, typically used for load management, grid support, or backup power.
- **Applicant:** The person(s), entity(ies), or developer(s) submitting a permit application under this Ordinance.
- **Construction:** Any activity related to land clearing, road installation, grading, or material delivery on the project site, regardless of utility interconnection status. For the purposes of this ordinance, "construction" explicitly excludes preliminary site work, such as soil boring, sampling, surveying, and environmental testing.
- **Participating Landowner:** A property owner who has entered into a lease, easement, or other agreement to host a BESS.
- **Non-Participating Landowner:** A property owner adjacent to a proposed BESS who is not party to any lease or agreement with the Applicant.
- **Decommissioning Plan:** A detailed, enforceable plan outlining procedures and financial assurance for dismantling and restoring BESS sites.
- **Improvement Location Permit (ILP):** A permit issued upon the Planning Commission's approval of the Preliminary Site Plan, authorizing BESS construction.
- **Preliminary Site Plan and Specifications:** Engineering documents submitted with permit applications, detailing design, layout, drainage, and fire safety features.
- **Technical Advisory Committee (TAC):** A committee of local officials and consultants who review BESS proposals for technical compliance.

SECTION 4. APPLICABILITY AND SCOPE

4.1 Jurisdictional Scope: This Ordinance shall apply to all lands within the unincorporated areas of Starke County, Indiana. It governs the permitting, construction, operation, inspection, modification, expansion, decommissioning, and restoration of all Commercial Battery Energy Storage Systems (BESS).

4.2 Applicability: This Ordinance applies to:

- All BESS projects proposed for commercial or utility-scale use, whether standalone or co-located with other energy facilities;
- Any expansion, repowering, or material modification of an existing BESS;
- All phases of development, including construction, operation, and decommissioning;
- All project owners, operators, lessees, or successors in interest involved in BESS development or ownership.

4.3 Exemptions: The following are exempt from this Ordinance:

- Residential, commercial, industrial or farm-scale battery systems under 500 kilowatt-hours (kWh), used solely for on-site consumption and not connected to the transmission grid;
- Battery systems used exclusively for backup power serving a single residential or commercial structures;
- Temporary energy storage systems for construction or emergency response, not to exceed 90 consecutive days.

4.4 Permit Requirement: No BESS shall be constructed, installed, repowered, expanded, or operated in Starke County without first obtaining:

- A Special Use Permit (SUP) from the Starke County Board of Zoning Appeals; and
- An Improvement Location Permit (ILP) from the Starke County Planning Department, upon approval of a Preliminary Site Plan and all required documentation.

4.5 Enforceability: Any BESS constructed, expanded, or operated without full compliance with this Ordinance shall be subject to immediate enforcement actions, including:

- Stop Work Orders;
- Civil penalties and fines;
- Injunctive relief; or/and
- Permit suspension or revocation.

All such enforcement actions shall be in accordance with Section 13 of this Ordinance and Indiana Code § 36-7-4.

4.6 Unified Project and Anti-Circumvention Provisions: To prevent the circumvention of this Ordinance, all battery energy storage development that is part of a common plan of development

shall be considered a single Commercial Battery Energy Storage System (BESS), regardless of how the project is divided, phased, owned, or submitted for approval.

For purposes of this Ordinance, a "Common Plan of Development" shall include, but not be limited to, any BESS installations that:

- a) Are located on contiguous parcels or parcels separated only by a public or private right-of-way;
- b) Are under common ownership, control, or contractual arrangement, including affiliated entities, subsidiaries, or related business interests;
- c) Share infrastructure, including but not limited to access roads, inverters, substations, transmission lines, or interconnection facilities;
- d) Are proposed, constructed, or operated in phases or stages as part of a larger coordinated development;
- e) Utilize a common point of interconnection to the electrical grid;
- f) Are marketed, financed, or represented to regulatory agencies or investors as a single project.

Where the Plan Commission or Board of Zoning Appeals determines that multiple applications or developments constitute a Common Plan of Development, such projects shall be aggregated and reviewed as a single BESS for purposes of:

- Minimum and maximum acreage/megawatt thresholds;
- Setback requirements;
- Township coverage limitations;
- Permitting requirements;
- Environmental, drainage, safety, and infrastructure review.

No applicant shall avoid or attempt to avoid the requirements of this Ordinance by subdividing land, creating separate entities, phasing development, or submitting multiple applications for what is functionally a single project.

The Plan Commission and Board of Zoning Appeals shall have the authority to make final determinations regarding project aggregation based on the totality of the circumstances and evidence presented. Any ambiguity regarding whether a project constitutes a Common Plan of Development shall be resolved in favor of aggregation.

SECTION 5. PERMITTING PROCESS AND PROCEDURES

5.1 General Requirement for Permits: No BESS shall be constructed, installed, modified, expanded, or repowered without first obtaining both:

- A Special Use Permit (SUP) issued by the Starke County Board of Zoning Appeals (BZA); and
- An Improvement Location Permit (ILP) and Building Permit issued by the Starke County Planning and Building Department upon full review and approval of the Preliminary Site Plan and Specifications.

5.2 Application Submittal Requirements: The following documentation (or any other study/documents at reasonable discretion of involved Starke County agencies) must be submitted for a BESS application to be considered complete:

- Completed application form and required fee;
- Preliminary Site Plan and Specifications (minimum 75% engineering design);
- Detailed BESS component descriptions (battery type, inverters, containers);
- Electrical diagrams, control schematics, and security access plans;
- Fire Prevention, Suppression, and Monitoring Plan per NFPA 855;
- Emergency Response and Fire Department Notification Plan;
- Decommissioning Plan and Agreement (see Section 11);
- Financial Assurance documentation (bond, escrow, or LOC);
- Road Use and Maintenance Agreement (see Section 10);
- FAA Glare and Safety Analysis (if near airspace);
- Noise and Signal Interference Affidavits;
- Drainage and Erosion Control Plan (Rule 5 compliance);
- Water Quality and Containment Plan (if using retention ponds);
- Public Notice and Adjacent Landowner Notification Proofs;
- Legal description, parcel IDs, and surveyor's certified map.

The Applicant shall submit certified copies of all completed and approved federal and state permits or clearances applicable to the project. Status updates or pending applications will not be accepted in lieu of final, executed approvals. These requirements include, but are not limited to:

1. State of Indiana Permits and Clearances:

- **Indiana Department of Environmental Management (IDEM):** Approved Construction Stormwater General Permit (CSGP); Section 401 Water Quality Certification (if impacting wetlands or streams); and any applicable air or waste management registrations.
- **Indiana Department of Transportation (INDOT):** Approved permits for driveway/access to state highways and Oversize/Overweight (OSOW) permits for equipment transport.
- **Indiana Department of Natural Resources (IDNR):** Construction in a Floodway permits and archeological/historical clearances from the Division of Historic Preservation and Archaeology (DHPA).
- **Indiana Utility Regulatory Commission (IURC):** Final orders or Certificates of Public Convenience and Necessity as applicable to the utility-scale project.
- **Indiana Department of Homeland Security (IDHS):** Design Release/State Building Permit from the State Fire Marshal's office for BESS enclosures and related structures.

2. Federal Permits and Clearances:

- **Federal Aviation Administration (FAA):** Determinations of No Hazard to Air Navigation (Form 7460-1) and Glare Analysis approval (if within proximity to an airport or flight path).
- **U.S. Army Corps of Engineers (USACE):** Approved Section 404 permits for impacts to Waters of the United States.
- **U.S. Fish and Wildlife Service (USFWS):** Clearances regarding the Endangered Species Act and the Migratory Bird Treaty Act.
- **Environmental Protection Agency (EPA):** Finalized Spill Prevention, Control, and Countermeasure (SPCC) plans as required for hazardous material storage.

5.3 Technical Advisory Committee (TAC) Review: Once the application is complete and reviewed by a County-appointed engineering consultant, the Technical Advisory Committee (TAC) shall convene to evaluate:

- Compliance with design standards and setbacks;
- Drainage, erosion, and hydrological impact;
- Fire suppression and emergency readiness;
- Environmental containment protocols;
- Public infrastructure protection.
- And any other area reasonably related to preserving interests of Starke County and residents.

In the absence of an appointed Technical Advisory Committee, the Plan Commission shall act in its stead and fulfill the role of the TAC, with assistance from relevant departmental agencies

The TAC shall issue a written recommendation to the Planning Commission within thirty (30) business days of written confirmation of engineering review completion.

5.4 Planning Commission Review and Approval: The Planning Commission shall consider the TAC's recommendation, receive public comments, and all requested documentation. If approved, the Planning Commission shall authorize issuance of the ILP, conditional upon:

- Execution and recording of all legal agreements;
- Receipt of final financial assurance instruments;
- Satisfactory revisions of technical plans, if required.

5.5 Special Use Permit (SUP) Process:

The applicant shall appear before the Board of Zoning Appeals (BZA) for a public hearing. To approve a Special Use Permit (SUP), the BZA must find that the application satisfies the following general criteria, which shall be demonstrated exclusively by the applicant's compliance with the corresponding objective development standards of this Ordinance:

1. **Compatibility and Rural Character:** The proposed use is compatible with surrounding land uses and the comprehensive plan, as demonstrated by compliance with **Section 6.4 (Height)**, **Section 6.7 (Landscape Buffer Requirements)**, and applicable environmental and containment standards. Or, reasonable accommodations have been made to screen, offset, and enable the surrounding land use and comprehensive plan to be followed.
2. **Impact on Neighboring Properties:** The use shall not adversely affect the value of surrounding properties, as demonstrated by compliance with **Section 6.3 (Setbacks)** and **Section 12 (Property Protection Program)**. The BZA may require studies conducted verifying same prior to approval.
3. **Public Health and Safety:** The use does not pose a threat to public health or safety, as demonstrated by compliance with **Section 6.5 (Noise Limitations)** and **Section 7 (Fire Safety and Emergency Response)**. The BZA may require studies conducted verifying same prior to approval.
4. **Infrastructure Adequacy:** The use is supported by adequate infrastructure, as demonstrated by compliance with **Section 6.9 (Drainage and Erosion Control)** and **Section 9 (Road Use and Maintenance Agreement)**.

Verification and Findings:

The BZA maintains the right to require specific studies, certified engineering reports, or independent third-party reviews to verify compliance prior to making their findings.

BZA Action:

Upon reviewing the evidence and making the required findings, the BZA may:

- a) Approve the SUP as submitted;
- b) Approve with conditions;
- c) Deny the application based on adverse impacts, safety, or noncompliance.

5.6 Permit Duration and Expiration: The ILP shall be valid for twelve (12) months from the date of issuance. Construction must commence within ninety (90) days of permit issuance, and must continue diligently throughout the permit duration until completion. Failure to commence or to continue construction diligently may result in the expiration or revocation of the permit. One (1) twelve-month extension may be granted only upon written request to, and at the discretion of, the Director of Planning and Building.

5.7 Permit Renewal Limitations: Permits shall not be renewed more than once. A second renewal shall require reapplication under the current Ordinance standards.

5.8 As-Built Plans and Final Certification: Within sixty (60) days of project completion, the applicant shall submit:

- Certified As-Built Plans reflecting final layout and utility locations;
- Surveyor’s affidavit and topographic compliance verification;
- Documentation that all bonding and financial assurances remain valid;
- Drainage Board and Highway Department sign-offs.

5.9 Change in Ownership or Operation: All ownership transfers or operator changes must be reported in writing to the Planning Commission within thirty (30) days. Updated bonding, insurance, and contact documentation must be submitted for review and approval.

5.10 Right to Build and Vested Rights

a) Establishment of Vested Rights: An Applicant’s right to develop and construct under the standards and regulations set forth in this Ordinance is established only upon the issuance of a final, non-appealed Improvement Location Permit (ILP). Vested rights are specific to the approved project plan and the land identified in the application.

b) Construction Commencement Requirement (Starke County Code § 6-4-6): In accordance with Section 6-4-6 of the Starke County Code, construction of the project must begin within **ninety (90) days** of permit issuance. For the purposes of this requirement, "construction" is defined as any activity related to clearing, road installation, grading, or material delivery on the project site, but explicitly excludes preliminary site work such as soil boring, sampling, surveying, and environmental testing.

c) Maintenance of Rights and Diligence (Starke County Code § 6-5-2(f)): In accordance with Section 6-5-2(f) of the Starke County Code, once construction has commenced, work must continue diligently throughout the permit duration until the completion of the project.

d) Expiration and Revocation: Failure to commence construction within the mandatory ninety (90) day window, or failure to continue construction work diligently as required by the Starke County Code, may result in the immediate expiration or revocation of the Improvement Location Permit and all associated building permits. Revocation shall be at the discretion of the Director of Planning and Building.

e) Sequential Permit Compliance: No vested rights shall be established for any subsequent phase or related component of a development if the Applicant is currently in violation of any provision, condition, or requirement of a previously issued permit for the same common plan of development. This includes, but is not limited to, the failure to submit certified as-built plans or satisfy environmental and infrastructure requirements as mandated by the Department.

SECTION 6. ZONING DISTRICTS AND DESIGN STANDARDS

6.1 Permitted Zoning Districts: Battery Energy Storage Systems (BESS) shall be permitted only within parcels zoned as Agricultural (AG) or Heavy Industrial (I) under the Starke County Zoning Ordinance. BESS shall be considered a Special Use within the AG and I zoning districts and shall not be allowed in residential, commercial, ~~industrial~~, floodplain, or overlay districts unless expressly approved through a formal amendment to this Ordinance.

6.2 Lot Size and Area Requirements:

- Maximum permitted area within BESS security fencing shall be five (5) acres per installation.
- BESS installations must be located entirely within a single contiguous parcel under common ownership or leasehold control.

6.3 Setbacks from Non-Participating Landowners and Infrastructure: All BESS projects shall comply with the following mandatory setbacks:

- 2000 feet from all non-participating property lines;
- 2000 feet from the centerline of any federal, state, or county road;
- 2000 feet from any residential dwelling, school, church, or medical facility on a non-participating parcel;
- 2000 feet from any waterway, ditch, regulated drain, or potable water well.
- For those property lines adjacent to areas designated as conservation or preservation or wild life refuge areas by local, state, or federal authorities, this setback shall be 2,000 feet.

6.4 Height Limitations: The maximum permitted height of any BESS container, inverter, switchgear, or security fixture shall be thirty-five (35) feet above grade. Any installations located

within 1,000 feet of an airport or FAA-designated flight path must be reviewed for compliance with FAA Part 77 and Interim Policy on solar-related glare.

6.5 Noise Limitations: No BESS shall emit noise exceeding fifty-five (55) decibels A-weighted (dBA) or fifty five (55) decibels C-weighted (dBC) as measured at any point on the boundary of a non-participating parcel, day or night. A certified ambient baseline noise study, including both A-weighted and C-weighted measurements, shall be submitted at the time of application at the sole expense of the applicant or owner. All noise levels shall be verified post-construction, and any costs associated with baseline studies, verification, and ongoing monitoring or investigations shall be borne entirely by the applicant or owner. These limits are non-waivable. The BESS site may not emit more than 12 hours in a continuous rolling 24-hr. period, noise level exceeding 45 decibels.

6.6 Fencing and Security Standards:

- All BESS sites shall be enclosed by a six (6) foot high chain-link fence with three (3) strands of barbed wire angled outward.
- All access gates shall be locked at all times with keys provided to fire, EMS, and law enforcement.
- A red/green LED entry light system shall be installed and tested bi-annually. The green light indicates a de-energized system safe for entry; the red light indicates an energized field.
- Security lighting shall be downcast and motion-activated.
- To ensure adequate emergency access and safety separation, the fencing shall be situated no closer than one hundred (100) feet from any BESS facility, container, transformer, or related structure.

6.7 Landscape Buffer Requirements:

To minimize visual impacts and preserve the aesthetic quality of surrounding properties, all BESS projects shall incorporate the following perimeter screening and native buffer planting standards:

a) **General Standards:** Vegetative buffers shall be designed to provide year-round visual screening, enhance wildlife habitat and biodiversity, protect soil stability, and ensure long-term survivability in Northwest Indiana conditions. Buffers shall be a minimum of 15 to 30 feet in total width and must be located entirely outside of regulated drain rights-of-way, drainage easements, and utility easements.

b) **Spacing and Layout:** Plantings shall consist of a double-spaced row of trees planted every 20 feet, offset (staggered). Shrubs shall be planted to fill the gaps between trees. All plantings shall be located no closer than 25 feet to any perimeter fencing.

c) **Required Plant Mix:** All buffer plantings shall be composed of native species appropriate to Northwest Indiana and shall include the following:

- **Canopy Trees:** A minimum of one (1) canopy tree every 20-30 linear feet per row shall be installed. Approved species include Swamp White Oak, Bur Oak, White Oak, Hackberry, American Sycamore, Red Maple, Blue Spruce, and Norway Spruce. Minimum size at planting shall be 1.5"-2.5" caliper and 10 feet minimum in height.
- **Understory Trees:** At least 25% of the total tree count shall be understory species (e.g., Eastern Redbud, Serviceberry).
- **Shrubs:** A minimum of one (1) shrub every 6-10 linear feet per row shall be installed. Approved species include American Hazelnut, Gray Dogwood, Red Osier Dogwood, Ninebark, and Elderberry. Minimum size at planting shall be a 5-gallon container.
- **Groundcover:** All buffer areas shall be seeded with a native prairie mix OR a pollinator-friendly native mix. The selected mix must comply with the Purdue Pollinator Scorecard.

d) **Prohibited Species:** Invasive species (e.g., Callery Pear, Tree of Heaven), non-native ornamental species, and any species known to interfere with drainage systems are strictly prohibited.

e) **Drainage Protection:** No planting shall occur within regulated drain rights-of-way without explicit approval. Trees shall not be planted where roots may interfere with tile systems or drainage structures.

f) **Installation Standards:** All plantings shall be installed according to ANSI A300 standards. Installation shall include proper mulching, a dedicated watering plan, and adequate protection from wildlife damage.

g) **Maintenance and Performance Standards:** The vegetative buffer shall achieve effective visual screening within three (3) years of planting. The Applicant shall maintain all plantings, replace any dead or failing plant material annually, and actively control invasive species. If effective screening is not achieved within the 3-year timeframe, additional plantings will be required.

h) **Internal Boundary Waivers:** Landowners who are both participating and adjacent to other participating landowners may seek to waive vegetative buffer requirements along internal boundaries, but only via a recorded mutual waiver agreement submitted to and approved by the Plan Commission, at their discretion.

i) **Warranty Bond:** A warranty bond shall be established by the Applicant and provided to the County prior to the commencement of construction. In the event the developer or operator fails to maintain the vegetative buffer in compliance with the standards outlined in this section, the County shall have the authority to draw upon this bond to repair, replace, or otherwise maintain the buffer to ensure continued compliance.

6.8 Containment and Liner Requirements:

- All BESS containers shall be installed over a non-permeable subgrade liner extending five (5) feet below grade;
- Retention ponds associated with BESS must also have non-permeable liners and must be bermed and fenced in accordance with this section;
- Water quality shall be tested biweekly and reported to the Starke County Health Department and IDEM.

6.9 Drainage and Erosion Control:

6.9.1 PURPOSE The purpose of this section is to ensure that all Commercial Solar Energy Systems (CSES) are designed, constructed, and operated in a manner that protects and preserves the function, capacity, and accessibility of regulated drains and associated drainage infrastructure within Starke County.

6.9.2 APPLICABILITY This section shall apply to any CSES where regulated drains, legal drains, or regulated drain watersheds are located within:

- a) The project area;
- b) Any parcel under lease, ownership, or control of the Applicant; or
- c) Any area hydrologically affected by the project.

6.9.3 SURVEYOR NOTIFICATION AND DRAINAGE REVIEW

- a) The Applicant shall provide formal written notice to the Starke County Surveyor's Office identifying all regulated drains and watersheds within or affected by the project;
- b) No application shall be deemed complete until confirmation of receipt is provided;
- c) All drainage review shall be conducted in consultation with the County Surveyor, who shall serve as the primary authority for regulated drain identification and interpretation.

6.9.4 DRAINAGE ANALYSIS AND PERFORMANCE STANDARD

- a) The Applicant shall demonstrate that post-construction conditions will not:
 - Increase peak flow, runoff volume, or velocity;
 - Cause erosion, sedimentation, or obstruction;

b) This standard shall apply through and beyond the project area to the next adequate outlet, as determined by the County Surveyor;

c) All drainage modeling shall be based on field-verified conditions, including located tile systems where required.

6.9.5 REGULATED DRAIN MAINTENANCE—PRE-CONSTRUCTION

a) Prior to or during any construction activity, all regulated drains within or affected by the project area may be required to be brought to maintenance specifications;

b) Work may include debrushing, dredging, obstruction removal, and stabilization;

c) All work shall:

- Be publicly bid by the Drainage Board;
- Be awarded by the Drainage Board;
- Be paid in full by the Applicant;

d) Completion of required work shall be a condition precedent to or during construction.

6.9.6 REGULATED DRAIN MAINTENANCE—PRE-OPERATION

a) Prior to project energization, the Drainage Board may require additional maintenance;

b) Work shall be:

- Publicly bid;
- Awarded by the Drainage Board;
- Paid by the Applicant.

6.9.7 ONGOING DRAINAGE MAINTENANCE (VEGETATION CONTROL)

a) The Applicant shall fund vegetation maintenance of regulated drains within or affected by the project;

b) Spraying shall occur at least twice per year, timing allowed pursuant to weather conditions.

c) Work shall be bid and awarded by the Drainage Board and paid by the Applicant.

6.9.8 REGULATED DRAIN CROSSINGS No infrastructure may cross a regulated drain or its right-of-way without:

a) Written approval from the Drainage Board;

b) Recommendation of the County Surveyor; All crossings shall meet design standards established by the County Surveyor.

6.9.9 TILE AND SUBSURFACE DRAINAGE PROTECTION

- a) All tile systems shall be field-verified where required;
- b) Any damage shall be repaired:
 - At the Applicant's expense;
 - To County Surveyor specifications;
- c) Temporary or substandard repairs are prohibited.

6.9.10 AS-BUILT REQUIREMENTS

- a) As-built plans shall be submitted to the County Surveyor;
- b) Plans shall clearly identify all borings under regulated drains;
- c) This ensures:
 - Accurate future maintenance;
 - Contractor safety during ditch work.

6.9.11 DRAINAGE DOCUMENTATION

- a) The Applicant shall provide pre- and post-construction video/photo documentation of all regulated drains;
- b) Documentation shall be submitted in a format acceptable to the County Surveyor.

6.9.12 POST-STORM INSPECTION

- a) Following rainfall events exceeding one (1) inch in 24 hour rolling time period during construction, the Applicant shall inspect all regulated drains;
- b) Any repair concerns shall be reported within 48 hours.

6.9.13 MAINTENANCE ACCESS The Applicant shall maintain permanent access routes sufficient for County equipment to all regulated drains.

6.9.14 SEDIMENT AND EROSION RESPONSIBILITY Any sediment or obstruction entering a regulated drain as a result of the project shall be removed at the Applicant's expense.

6.9.15 PRESUMPTION OF PROJECT IMPACT Any drainage failure within three (3) years of construction completion shall be presumed to be project-related unless proven otherwise.

6.9.16 FINANCIAL ASSURANCE The County may require:

- a) Drainage restoration bonds;
- b) Drainage escrow funds for emergency repairs.

6.9.17 NO CREDIT OR OFFSET Work performed under this section:

- a) Does not offset drainage assessments;
- b) Does not relieve liability.

6.9.18 ENFORCEMENT Failure to comply shall result in:

- a) Stop Work Orders;
- b) Permit suspension or revocation;
- c) County-performed work at Applicant expense. Payment of fines shall not cure violations.

SECTION 6.1A IMPROVEMENT LOCATION PERMIT FEE SCHEDULE

The following non-refundable fees shall apply to all BESS projects and shall be paid at the time of Improvement Location Permit application:

Estimated Project Value Permit Fee

Up to \$10,000,000	1% of project value (min \$1,000)
Over \$10,000,000	\$100,000 + \$500 for each \$1M over \$10M (max \$250,000)

Permit Validity and Renewal

- The ILP shall be valid for one (1) year from the date of issuance.
- ~~If construction does not begin within that year, the applicant may apply for a single renewal for an additional one (1) year term for a fee of \$1,000.~~ One (1) twelve-month extension may be granted only upon written request to, and at the discretion of, the Director of Planning and Building. The cost of renewal shall be 100% of the initial permit cost.

- After this period, the permit shall expire and a new application must be filed under current ordinance requirements.

SECTION 7. FIRE SAFETY AND EMERGENCY RESPONSE

7.1 General Requirements: All BESS installations shall be designed, constructed, and operated in accordance with the National Fire Protection Association (NFPA) 855 – Standard for the Installation of Stationary Energy Storage Systems, and all applicable Indiana fire safety codes. The purpose of this section is to ensure that BESS facilities do not pose unacceptable fire, explosion, or contamination risks to adjacent properties, emergency responders, or the public.

7.2 Fire Prevention, Suppression, and Monitoring Plan: A Fire Prevention, Suppression, and Monitoring Plan shall be submitted as part of the Preliminary Site Plan and must include:

- A detailed inventory of all flammable or reactive materials used on site, including battery chemistries and electrolyte compositions sufficient for EMS & fire personnel;
- Design and layout of firewalls, ventilation, and temperature control systems;
- Specifications for fire suppression systems (e.g., clean agent gas, sprinklers, foam systems);
- Design of thermal management systems and safety shutdown procedures;
- Continuous monitoring systems capable of detecting smoke, gas release, abnormal temperature rise, or internal short-circuiting;
- A direct alarm notification system integrated with the Starke County 911 Dispatch Center and the local responding fire department.

7.3 Fire Department Coordination and Response Plan: Applicants shall consult with all fire departments and EMS agencies with jurisdiction over the project area and shall submit a signed Emergency Response Plan (ERP) that includes:

- Site-specific fire and access maps including hydrants, shutoff switches, and emergency controls;
- Safety Data Sheets (SDS) for all hazardous substances on site;
- Procedures for de-energizing equipment and isolating batteries in an emergency;
- Training protocols for first responders including walk-throughs and annual refresher courses;
- Identification of key site personnel with 24/7 emergency contact information.

7.4 On-Site Fire Suppression Infrastructure: Each BESS installation shall include:

- A minimum of one (1) fire well per project capable of delivering at least 600 gallons per minute (GPM);
- A standard hydrant connection within 20 feet of the primary site entrance and 20 feet from the nearest improved road;
- An electric H-panel controlling the fire well system with lockable enclosure labeled “FIRE DEPARTMENT USE ONLY” and key access provided to local fire officials;
- Bi-annual testing and inspection of hydrants and pumps coordinated with fire officials, with results filed with the Starke County Planning Commission and responding agencies.

7.5-Emergency Response

The County Council shall utilize the "Solar Emergency Response Fund" (as established for renewable energy projects) to support local emergency services. The Applicant shall be required to make an initial deposit of **two hundred fifty thousand dollars (\$250,000)** into this fund prior to the issuance of the Improvement Location Permit (ILP).

For the life of the project, the Applicant shall make annual payments upon completion of the project of **fifty thousand dollars (\$50,000)**, which shall be indexed at an annual increase of **three percent (3%)**. All funds deposited into this account shall be **appropriated** by the County Council for the purposes set forth herein and **distributed** among emergency response agencies at the sole discretion of the County Commissioners to address equipment, training, and operational needs related to the fire response to the project. Any funds deposited into this account must be utilized by the receiving agencies within twelve (12) months following the date of receipt.

In addition to the funding requirements above, the Applicant shall:

1. **Mandatory Responder Training:** Offer and fund annual responder training for all fire and EMS personnel covering:
 - Hazards and risks specific to the BESS chemistry utilized on-site;
 - System layout and emergency access routes;
 - Emergency response and shutdown protocols;
 - Proper use of on-site infrastructure and specialized suppression tools.
2. **Verification:** Provide proof of training completion annually to the Planning Commission and the EMA Director.

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7.6 Standard Operating Guidelines (SOGs): The responding fire department(s) and EMS provider(s) shall develop Standard Operating Guidelines (SOGs) specific to the BESS installation, including response checklists and hazard mitigation protocols. These guidelines must be submitted to the County prior to issuance of the final Improvement Location Permit.

SECTION 8. DECOMMISSIONING REQUIREMENTS AND FINANCIAL ASSURANCE

8.1 Decommissioning Triggers: Decommissioning of any Battery Energy Storage System (BESS) shall be required upon the occurrence of any of the following:

- Twelve (12) consecutive months of non-operation, as evidenced by the absence of energy dispatch to the grid or inactive system status;
- A written notice of permanent shutdown issued by the project owner or operator;
- A determination by the County that the facility has been abandoned, poses a safety risk, or is noncompliant with permit conditions.

In the event of a force majeure, the operator may submit a written restoration or repowering plan within twelve (12) months. If operations are not resumed within eighteen (18) months, decommissioning shall commence immediately.

8.2 Scope of Decommissioning: Decommissioning shall include, at minimum:

- Full removal of all battery enclosures, inverters, containers, foundations, pads, cabling, access roads, fences, gates, and signage;
- Removal of all subsurface components to a depth of at least eight (8) feet below final grade;
- Regrading and restoration of the site to its original topography, unless the landowner consents to an alternative final condition;
- Decompaction of soil to a depth of eighteen (18) inches;
- Reseeding with native or agricultural cover crops consistent with pre-construction conditions or the approved Agricultural Soil Reclamation Plan.

8.3 Decommissioning Plan and Agreement: A Decommissioning Plan and Agreement shall be submitted with the permit application and must include:

- A step-by-step narrative of the dismantling, removal, and restoration process;
- Identification of responsible parties, equipment, and disposal locations;
- Detailed cost estimate prepared by a licensed professional engineer based on current market rates;
- Statement of landowner preference for site restoration (agricultural reuse, pollinator habitat, etc.);
- Timeline for completion not to exceed twelve (12) months from commencement;
- Legal acknowledgment that the landowner is jointly responsible for decommissioning.

The Decommissioning Agreement shall be recorded with the Starke County Recorder's Office as a covenant running with the land and binding upon successors and assigns.

8.4 Financial Assurance Requirements: All BESS projects shall post financial assurance prior to issuance of the Improvement Location Permit. Acceptable forms include:

- Irrevocable Letter of Credit (ILOC) issued by an FDIC-insured institution approved by the County;
- Cash escrow account held by a third-party fiduciary; or
- Surety bond from a licensed bonding company, if approved by the County Attorney.

The financial assurance shall:

- Equal 100% of the net decommissioning cost (no reduction for salvage value);
- Be updated every three (3) years with an engineer-reviewed (paid for by the operator) cost estimate;
- Be maintained and valid for the duration of the project's operation and until decommissioning is complete;
- Name Starke County as a third-party beneficiary with authority to draw funds in case of operator default.

8.5 Landowner Liability and Enforcement: If the operator fails to begin decommissioning within the required timeframe, the County may:

- Notify the landowner and provide 60 days written notice to initiate decommissioning;
- Draw on the financial assurance to complete the required removal and restoration;
- Place a lien on the project parcel to recover any additional unpaid costs;
- Pursue enforcement against the landowner in accordance with Section 13.

8.6 Penalties for Failure to Decommission: Failure to initiate decommissioning within the timeframe established in this section shall subject the operator and landowner to the following penalties:

- A civil fine of \$2,500 per day for each calendar day the project remains in violation beyond the 10-day cure period;
- Suspension or revocation of any existing Improvement Location Permit or Special Use Permit issued for the project;
- Immediate Stop Work Order or Cease and Desist Order for any other permitted facilities under the same ownership in Starke County;

- Recovery of all County-incurred costs, including legal, engineering, and third-party contractor fees, through legal action or lien enforcement.

8.7 Final Decommissioning Certification and Bond Release: Upon completion of decommissioning:

- The applicant must submit a written certification of compliance signed by a licensed engineer;
- The County Surveyor and Planning Commission shall inspect the site and verify restoration;
- Upon approval, the financial assurance may be released by vote of the Board of Commissioners.

SECTION 9. ROAD USE AND MAINTENANCE AGREEMENT (RUA)

9.1 Requirement and Purpose: Prior to any grading, construction, or delivery of equipment related to a Battery Energy Storage System (BESS), the Applicant shall execute a binding Road Use and Maintenance Agreement (RUA) with the Starke County Highway Department and Board of Commissioners. The RUA ensures that all roads used during construction and operation are properly documented, maintained, and restored.

9.2 Pre-Construction Road Survey: The Applicant shall submit a comprehensive survey of all proposed haul routes including:

- Identification of federal, state, county, and local roads expected to be used;
- High-resolution photo and/or video documentation of existing road conditions;
- Load-bearing assessments and PASER ratings of all segments;
- Identification of culverts, bridges, and intersections to be impacted.

The County shall select a licensed Indiana professional engineer to perform or verify the road survey. If the County does not have an in-house County Engineer, it shall retain the services of a qualified third-party engineer at the Applicant's expense. All engineering costs, including any contracted reviews or inspections, shall be paid in full by the Applicant prior to commencement of any work.

9.3 Haul Route Plan and Traffic Coordination: The Applicant shall submit a proposed haul route plan showing:

- Construction phasing and timeline of equipment delivery;
- Daily truck volumes and expected types of heavy equipment;

- Any proposed temporary road closures or detours;
- Traffic control measures including signage, flagging, and dust mitigation.

The plan shall be reviewed and approved by the Highway Department and Board of Commissioners. All emergency services, schools, and utilities must be notified in writing at least fourteen (14) days prior to project commencement.

9.4 Financial Assurance and Bonding: The Applicant shall post a road restoration performance bond or equivalent financial assurance in an amount determined by the County Engineer. The bond shall:

- Equal 100% of the estimated cost to restore all roads and rights-of-way to pre-construction condition;
- Be valid for the entire construction period and for at least twelve (12) months post-completion;
- Be payable to Starke County and released only upon written confirmation from the Highway Superintendent and the Board of Commissioners that all repairs are completed satisfactorily.

9.5 Post-Construction Restoration: Upon project completion, the County Engineer shall perform a post-construction inspection. If damage is found:

- Roads with PASER ratings reduced by more than one point must be fully resurfaced;
- Roads with PASER ratings of 4 or lower must be milled and repaved;
- Shoulder restoration, culvert repairs, and signage must be completed to original or better condition.

All temporary road expansions, turnouts, or widened shoulders must be removed and restored unless otherwise authorized.

9.6 Enforcement and Non-Compliance: Failure to comply with the RUA terms shall subject the Applicant to the following enforcement actions:

- Immediate Stop Work Order until compliance is achieved;
- Use of bond funds by the County to complete required road repairs;
- Suspension or revocation of the ILP or Special Use Permit;
- Daily fines pursuant to Section 13 of this Ordinance.

9.7 Amendments and Recordation: No modifications to the RUA shall be valid unless:

- Reviewed at a public hearing before the Board of Zoning Appeals;

- Approved in writing by the County Highway Department and Board of Commissioners;
- Recorded with the County Recorder and incorporated into the official permit file.

SECTION 10. INSURANCE AND LIABILITY REQUIREMENTS

10.1 General Liability Insurance:

All BESS developers and operators shall procure and maintain Commercial General Liability (CGL) insurance for the entire duration of the project lifecycle, including construction, operation, and decommissioning phases. The policy shall be issued by an insurance company licensed to do business in the State of Indiana and shall provide, at a minimum:

- Commercial General Liability (CGL):** Minimum coverage of \$5,000,000 per occurrence for bodily injury, property damage, and personal injury;
- General Aggregate Limit:** Minimum \$10,000,000 aggregate limit;
- Umbrella / Excess Liability:** A minimum umbrella or excess liability policy of \$20,000,000 to supplement the base CGL coverage, specifically to address the unique fire and explosion risks associated with battery energy storage;
- Environmental / Pollution Liability:** Dedicated pollution liability coverage with a minimum limit of \$5,000,000 per occurrence. This coverage must specifically include "sudden and accidental" as well as "gradual" release of pollutants, covering soil and groundwater contamination resulting from battery leakage or fire suppression efforts;

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All coverage must be provided on a per-project basis. Blanket or shared policies are not permitted. After 10 years, the county reserve the right for reasonable increases in coverage to accommodate change in values.

10.2 Additional Insured Requirements: The following entities must be named as additional insureds on the CGL policy:

- Starke County Government;
- Starke County Planning Commission;
- Starke County Highway Department;
- Starke County Drainage Board;
- All fire and EMS departments identified as primary or mutual aid responders.

Proof of additional insured status must be provided via formal endorsement documentation and listed on all certificates of insurance.

10.3 Certificates of Insurance and Updates: Certificates of Insurance (COIs) must be submitted to the Starke County Planning Department:

- At the time of initial application;
- Annually on the anniversary of the policy's effective date;
- Within thirty (30) days of any change, renewal, cancellation, or non-renewal.

Failure to maintain valid insurance or submit updates shall result in a Stop Work Order and possible permit suspension under Section 13.

10.4 Worker's Compensation Insurance: The Applicant shall maintain Worker's Compensation coverage as required by Indiana law. This coverage must extend to all employees, contractors, and subcontractors engaged in construction, operation, or maintenance of the BESS.

Proof of Worker's Compensation insurance must be kept on file with the Planning Department.

10.5 Special Coverage for High-Risk Activities: At the discretion of the Planning Commission, additional insurance coverage may be required, including:

- Professional Liability Insurance for engineering or design consultants;
- Environmental Impairment Liability (EIL) coverage for battery storage chemicals or hazardous materials;
- Builder's Risk or Completion Bonds for projects involving phased or multi-year construction.

10.6 Indemnification: The BESS developer and operator shall agree to indemnify, defend, and hold harmless Starke County and its officials, employees, agents, and departments from and against all claims, damages, liabilities, and expenses arising from:

- Project construction, operation, or decommissioning;
- Any failure to maintain insurance;
- Any environmental incident, fire, or personal injury associated with the BESS.

Such indemnity shall be included as a condition of the recorded Decommissioning Agreement and the executed Road Use and Maintenance Agreement.

SECTION 11. ENFORCEMENT, PENALTIES, AND VARIANCES

11.1 Enforcement Authority: The Starke County Plan Commission, with support from the Starke County Building Commissioner, Highway Department, Drainage Board, County Attorney, and any designated inspectors or consultants, shall enforce the provisions of this Ordinance. Authorized representatives shall have access to BESS project sites for inspection, documentation, and compliance verification with a minimum of 24 hours' notice, or immediately

in case of an emergency. Any and all costs incurred by the county and their agents (legal/engineering/other) to review the application and enforce same shall be reimbursed by the applicant.

11.2 Stop Work Orders: A Stop Work Order may be issued at any time construction or operation is found to be in violation of this Ordinance or any condition of an issued permit. Such an order shall:

- Remain in effect until violations are corrected and verified;
- Result in the suspension of all related construction or operational activities;
- Be lifted only upon written confirmation by the Planning Commission or designated enforcement official.

Continued work while a Stop Work Order is in effect shall constitute a separate violation for each day of unauthorized activity.

11.3 Fines and Civil Penalties:

Violations of this Ordinance or failure to maintain compliance shall subject the operator and/or landowner to the following penalties and fines. For the purposes of this section, each day a violation remains uncorrected shall constitute a separate offense.

- **First Violation:** A written warning and Stop Work Order shall be issued. The operator shall have a ten (10) day cure period to correct the violation. If non-compliance persists beyond the ten (10) day cure period, a fine of **\$2,500 per day** shall be assessed, retroactive to the date of the initial violation notice.
- **Second Violation:** A fine of **\$2,500 per day** shall be assessed immediately upon the date of the violation until verified correction.
- **Third Violation or Repeat Non-Compliance:** A fine of **\$2,500 per day** shall be assessed immediately, accompanied by an immediate permit suspension.
- **Fourth Violation:** Upon the occurrence of a fourth violation, the project shall be referred to the Board of Zoning Appeals (BZA) for a public hearing to consider the formal revocation of the Special Use Permit (SUP). Referral to the BZA does not pause the accrual of daily fines.

Unpaid fines after thirty (30) calendar days shall accrue interest and may be collected through lien placement, legal action, or bond forfeiture.

11.4 Decommissioning Enforcement: Failure to comply with decommissioning requirements outlined in Section 8 shall result in:

- Immediate fines of \$1,000 per day beyond the 60-day cure period;
- Suspension or revocation of the Improvement Location Permit and/or Special Use Permit;

- Execution of the financial assurance mechanism to complete decommissioning;
- Legal action to recover costs from the landowner or operator;
- Placement of a lien on the affected parcel(s) for any unrecovered expenses.

11.5 Monthly Compliance Reporting: During the construction phase and for the first twelve (12) months of operation, the developer shall submit monthly compliance reports to the Planning Commission. Reports must include:

- Construction progress and schedule updates;
- Inspection summaries and maintenance logs;
- Incident reports including fires, outages, or regulatory notifications;
- Status of bonding, insurance, and emergency training obligations.

Failure to submit two (2) consecutive monthly reports shall be considered a violation and shall result in enforcement under Section 11.3.

11.6 Variance Procedure: Any deviation from the standards of this Ordinance shall require a formal Variance application to the Starke County Board of Zoning Appeals (BZA). The process shall include:

- Public notice and hearing in accordance with IC 5-3-1;
- Written findings by the BZA that the variance will not adversely affect adjacent properties, public infrastructure, or safety;
- Formal approval and recordation of the variance and related conditions.

No variance may be issued that would permit:

- Reduction of public road setbacks;
- Exceedance of maximum noise limits;
- Waiver of bonding, insurance, or decommissioning requirements.

11.7 Amendments to Approved Plans or Agreements: Any proposed changes to approved Decommissioning Agreements, Road Use Agreements, Site Plans, or other binding documents shall require:

- Review and recommendation by the Planning Commission;
- Review and recommendation by the relevant Departmental Agency
- Public hearing before the Board of Zoning Appeals;
- Formal written approval and re-recording of amended documents.

11.8 Injunctive Relief and Legal Action: The County may seek immediate injunctive relief, fines, or other remedies in a court of competent jurisdiction to prevent or correct any violation. The County may also:

- Recover all enforcement, inspection, legal, and engineering costs;
 - Pursue liens or foreclosure actions against project parcels;
 - Prohibit the violator from obtaining new permits within Starke County until all violations are resolved.
-

SECTION 12. Property Protection Program

12.1 Applicability

- This section shall apply to non-participating landowners located within a **two (2) mile radius** of a Commercial Solar Energy System (CSES) project boundary.
- Participation in this program shall be made available to all eligible property owners upon written request.

12.2 Baseline Appraisal

- Prior to the commencement of construction, the Applicant shall offer, at the **Applicant's sole expense**, to obtain a fair market appraisal of eligible properties.
- Such appraisal shall:
 - Be conducted by a **state-certified independent appraiser**;
 - Establish the fair market value of the property as if the proposed CSES were not present;
 - Be provided to both the property owner and the County for recordkeeping purposes.

12.3 Post-Construction Appraisal

- Upon request of the property owner, following completion of construction, the Applicant shall provide a **second appraisal**, conducted under the same standards as the baseline appraisal.

12.4 Trigger for Compensation

- Compensation under this section shall only be required if **all** of the following conditions are met:
 - The property is actively listed for sale;
 - A bona fide arm's-length offer is received;
 - The final sale price is less than the appraised value established under this section;

- The reduction in value is determined to be **reasonably attributable** to the presence of the CSES project.
- If these conditions are met, the Applicant shall compensate the property owner for the difference between the sale price and the appraised value, as determined by an independent appraiser or mutually agreed third party.

12.5 Determination of Impact

- Any determination that loss in value is attributable to the CSES shall be made by:
 - A mutually agreed upon independent appraiser; or
 - A third-party appraiser selected through the dispute resolution process.

12.6 Dispute Resolution

- In the event of a dispute regarding valuation or attribution:
 - Each party may obtain an independent appraisal;
 - If the appraisals differ, a third independent appraiser shall be selected;
 - The determination of the third appraiser shall be binding, or the matter may be resolved through binding arbitration if mutually agreed.

12.7 Duration

- This program shall remain in effect for a period of **ten (10) years** from the date the project becomes operational.

12.8 Condition of Approval

- Participation in the Property Value Protection Program shall be a condition of approval of the **Special Use Permit (SUP)** for the CSES project.

Note: This program is not a guaranteed payout. It applies only if a property is actually sold, a real offer is received, and an independent appraiser confirms a loss caused specifically by the project. If no impact is determined, the solar company is not liable for payment.

SECTION 13. APPENDICES AND DEFINITIONS

13.1 Incorporation of Appendices by Reference: The following appendices are hereby incorporated into this Ordinance by reference and shall carry the same force and effect as the primary text. Any amendments to these appendices so long as they comply with the terms of this Ordinance may be adapted by County Officials.

- **Appendix A – Road Use and Maintenance Agreement Template:**
 - Outlines pre- and post-construction road surveys, bonding formulas, haul route approvals, restoration standards, and enforcement triggers.

- Provides a sample format for the legally binding RUA.
- **Appendix B – Decommissioning Plan and Agreement Template:**
 - Serves as the legally enforceable framework between the developer, participating landowner(s), and Starke County.
 - Includes site restoration scope, triggers, timelines, cost estimating protocols, and financial assurance documentation.
- **Appendix C – Agricultural Soil Reclamation Plan:**
 - Establishes minimum standards for soil decompaction, grading, reseeding, topsoil management, and erosion control.
 - Required for all BESS projects undergoing decommissioning on agricultural land.
- **Appendix D – Required Submittals Checklist:**
 - Comprehensive list of documents required at each phase of permitting, including Preliminary Site Plan application, TAC review, final As-Built certification, and decommissioning bond release.
 - Used to ensure that all components of the BESS Ordinance are met prior to project approval and during project closeout.

13.2 Definitions: Unless otherwise stated or unless the context clearly requires a different meaning, the following terms shall apply throughout this Ordinance:

- **Battery Energy Storage System (BESS):** A facility composed of one or more electrochemical cells and supporting infrastructure that stores energy for discharge at a later time.
- **Commercial General Liability Insurance (CGL):** Insurance covering bodily injury and property damage to third parties as a result of business operations.
- **Decommissioning:** The dismantling, removal, and restoration of a BESS project and site in accordance with the approved Decommissioning Plan.
- **Force Majeure:** An unforeseeable event beyond the control of the developer or operator including natural disasters, war, civil disturbance, or regulatory action.
- **Improvement Location Permit (ILP):** The formal permit issued by the Planning Commission authorizing site development following review and approval of project documentation.
- **Net Removal Cost:** The total estimated cost to decommission and restore the site minus any documented salvage value, unless such value is waived.

- **Participating Landowner:** A property owner who has entered into a lease, easement, or agreement with the Applicant to host a BESS project.
- **Non-Participating Landowner:** A property owner near a BESS site who is not a party to any lease or agreement with the developer.
- **PASER Rating:** Pavement Surface Evaluation and Rating score used to assess road condition.
- **Road Use and Maintenance Agreement (RUA):** The contract between the Applicant and Starke County governing road use during construction and post-construction repair obligations.
- **Special Use Permit (SUP):** The discretionary zoning approval granted by the Board of Zoning Appeals allowing for the development of a BESS in an AG zoning district under specified conditions.

APPENDIX A – ROAD USE AND MAINTENANCE AGREEMENT TEMPLATE

THIS ROAD USE AND MAINTENANCE AGREEMENT (the "Agreement") is made and entered into this ___ day of _____, 20, by and between:

Starke County, Indiana, by and through its Board of Commissioners and Highway Department ("County") and **[Developer Name]**, a [State] [Entity Type] having its principal place of business at [Address] ("Developer").

RECITALS

WHEREAS, Developer intends to construct and operate a Battery Energy Storage System (BESS) in Starke County, Indiana;

WHEREAS, construction and development of the BESS will require transport of heavy equipment and materials over public roads maintained by the County;

WHEREAS, the County requires binding assurance that roads, bridges, and other public infrastructure will not be damaged or degraded by such activity;

NOW, THEREFORE, the parties agree as follows:

SECTION 1. HAUL ROUTE IDENTIFICATION Developer shall submit a detailed Haul Route Plan identifying all roads to be used during project construction, including:

- State, county, and township roads;
- Bridges, culverts, and intersections along the proposed haul route;
- A projected construction traffic schedule including start dates, truck volume, and peak periods.

SECTION 2. PRE-CONSTRUCTION ROAD CONDITION SURVEY The County shall engage a licensed professional engineer to conduct a pre-construction road survey documenting:

- Existing PASER ratings;
- Load-bearing assessments;
- High-resolution photos and/or videos. If no County Engineer is employed, a third-party consultant shall be retained at Developer's expense.

SECTION 3. FINANCIAL ASSURANCE Developer shall post a performance bond, letter of credit, or cash escrow equal to 100% of the cost to repair haul routes to their original PASER rating or better. This financial assurance shall remain in place through project construction and for 12 months after project completion.

SECTION 4. ROAD MAINTENANCE AND RESTORATION Developer shall:

- Perform continuous dust mitigation (e.g., water truck, sweeping);
- Repair all damage to roads, shoulders, or culverts caused by construction traffic;
- Restore roads with PASER drop of 1 point via patching;
- Fully mill and resurface roads that fall below PASER 4.

All repairs must meet County standards and be approved by the Highway Department.

SECTION 5. POST-CONSTRUCTION SURVEY AND FINAL RELEASE The County Engineer shall perform a post-construction inspection within 30 days of construction completion. Roads must be restored to pre-construction condition or better. Upon certification, the County shall authorize release of the bond.

SECTION 6. ENFORCEMENT AND PENALTIES Failure to comply may result in:

- Immediate Stop Work Orders;
- County-led repairs funded by bond drawdown;
- Permit suspension or revocation;

- Legal action to recover costs and damages.

SECTION 7. RECORDATION This Agreement shall be recorded with the Starke County Recorder and incorporated by reference into the Improvement Location Permit.

IN WITNESS WHEREOF, the parties have executed this Agreement:

[Developer Representative Name], Developer Date: _____

Starke County Highway Superintendent Date: _____

Starke County Commissioner (President or Designee) Date: _____

APPENDIX B – DECOMMISSIONING PLAN AND AGREEMENT TEMPLATE

THIS DECOMMISSIONING PLAN AND AGREEMENT is made and entered into this ___ day of _____, 20, by and among:

[Developer Name], a [State] [Entity Type], with principal offices at [Address] ("Developer"); [Landowner Name], legal owner of the property located at [Property Legal Description or Parcel ID] ("Landowner"); and **Starke County, Indiana** ("County"), as a third-party beneficiary.

RECITALS WHEREAS, Developer intends to construct a Battery Energy Storage System (BESS) on the Landowner’s property; WHEREAS, the County requires assurance that the BESS will be removed and the land restored when the system is no longer in service; NOW THEREFORE, the parties agree as follows:

SECTION 1. TRIGGERS Decommissioning shall commence within 60 days of:

- 12 consecutive months of non-operation;
- Written notice of abandonment;
- County finding of default or hazard;
- Completion of the project’s planned life cycle.

SECTION 2. REMOVAL AND RESTORATION Developer shall:

- Remove all equipment, fencing, cabling, and subgrade foundations to 3 feet below grade;
- Decompact subsoils to 18 inches;
- Regrade land to pre-development contours;
- Reseed with native grasses or agricultural crops per Appendix C;
- Complete all activities within 12 months of commencement.

SECTION 3. COST ESTIMATE AND UPDATES An independent engineer shall prepare a certified decommissioning cost estimate, updated every three (3) years. The County may request an independent third-party review at Developer’s expense.

SECTION 4. FINANCIAL ASSURANCE Developer shall post a bond, irrevocable letter of credit, or cash escrow equal to 100% of net decommissioning cost, naming the County as beneficiary. The mechanism must remain active and be reviewed every three (3) years.

SECTION 5. LANDOWNER AND COUNTY RIGHTS If Developer fails to act within the required timeline:

- Landowner shall initiate decommissioning or authorize the County to access the site;

- County may use posted bond to complete removal and may place liens on the property for any deficiencies.

SECTION 6. RECORDATION This Agreement shall be recorded with the Starke County Recorder and run with the land.

SECTION 7. ENFORCEMENT Failure to decommission shall result in daily fines (\$1,000/day), permit revocation, and lien placement, as detailed in Section 8 of the Ordinance.

IN WITNESS WHEREOF, the parties have signed this Agreement:

[Developer Representative Name], Developer Date: _____

[Landowner Name], Landowner Date: _____

Starke County Commissioner (President or Designee) Date: _____

APPENDIX C – AGRICULTURAL SOIL RECLAMATION PLAN

1. Topsoil Management

- Strip and store topsoil separately from subsoils before grading.
- Stabilize topsoil piles with temporary seeding and perimeter erosion control.

2. Subsoil Decomaction

- Deep till disturbed areas in two perpendicular passes to a depth of 18 inches.

3. Topsoil Reapplication and Grading

- Redistribute topsoil evenly to a depth equal to or greater than pre-construction conditions.
- Restore original drainage patterns and slopes.

4. Seeding and Vegetation

- Reseed with:
 - Indiana-native tallgrass prairie mix for permanent pollinator cover; or
 - NRCS-approved crop/pasture mix for return to agriculture.
- No invasive or non-native species allowed.

5. Monitoring

- Minimum 80% vegetative coverage required within 2 growing seasons.
- Annual inspections and spot seeding as needed.

6. Certification and Sign-Off

- Final soil and vegetation conditions must be verified by:
 - County Surveyor;
 - Planning Commission designee.
- Written certification required for final bond release.

Signed: [Developer Representative Name], Developer [Date] [Landowner Name], Landowner [Date]

APPENDIX D – REQUIRED SUBMITTALS CHECKLIST

A. Initial Application:

- Completed Application Form
- ILP Permit Fee Payment
- Preliminary Site Plan and Engineering Drawings
- Equipment Manufacturer Specifications
- Drainage and Erosion Control Plan
- Fire Safety and Emergency Response Plan
- Signed Decommissioning Plan and Agreement
- Signed Road Use and Maintenance Agreement
- Proof of Insurance and Bonding
- Adjacent Landowner Notification Documentation

B. Pre-Construction:

- Final Engineering Review Approval
- Financial Assurance Instruments Filed
- Executed Traffic Management Plan
- Pre-Construction Road Condition Survey

C. Post-Construction:

- As-Built Construction Drawings
- Final Drainage and Soil Certification
- Updated Decommissioning Bond Estimate
- Road Restoration Sign-Off
- Final Inspections by Highway and Planning Departments
- Request for Bond Release

APPENDIX E – BESS EMERGENCY MANAGEMENT AGREEMENT (EMA)

This template establishes the formal operational coordination between the Battery Energy Storage System (BESS) Operator and Starke County Emergency Services. This agreement must be finalized, signed by the EMA Director, and recorded prior to the issuance of any Improvement Location Permit (ILP).

1. PURPOSE AND SCOPE

This Emergency Management Agreement (EMA) defines the roles, responsibilities, and standardized operating procedures for responding to fire, thermal runaway, hazardous materials release, or medical emergencies at the BESS facility. Due to the unique risks of "stranded energy" and toxic off-gassing associated with battery chemistry, this agreement prioritizes responder safety and containment.

2. 24/7 COMMUNICATION AND ADVANCED MONITORING

- **Emergency Contact Registry:** The Operator shall maintain a tiered contact list, updated quarterly and provided to Starke County Dispatch:
 - **Level 1 (On-Site):** Local Site Manager (response time within 30–60 minutes).
 - **Level 2 (Remote):** 24/7 Operations Center (authorized to remotely de-energize and isolate battery strings).
 - **Level 3 (Corporate):** Environmental, Health, and Safety (EHS) Lead and Battery Chemistry Specialist.
- **Integrated Detection:** All facility monitoring systems—specifically gas detection (hydrogen, CO, etc.), smoke detection, and thermal sensors—shall be integrated to provide instantaneous notification to both the Operator and Starke County Dispatch.

3. SITE ACCESS AND HAZARD IDENTIFICATION

- **Secure Access:** All primary and secondary gates shall be equipped with a "Knox-Box" approved by the local Fire Chief. This box shall contain:
 - Current site maps and gate keys/codes.
 - Emergency shut-off instructions and master disconnect locations.
 - A "BESS Emergency Quick-Start Guide" for first responders.
- **Hazardous Materials Mapping:** Laminated, weather-proof site maps shall be posted at all entrances and inside the Knox-Box, identifying:
 - The specific battery chemistry (e.g., LFP, NMC) for each container.
 - Locations of high-voltage DC components and inverters.
 - On-site water supply points and secondary containment boundaries for runoff.

8. POST-INCIDENT RECOVERY AND SAFETY CERTIFICATION

- **After-Action Report (AAR):** A mandatory meeting between the EMA Director, Fire Chiefs, and the Operator shall occur within 14 days of any emergency deployment.
- **Safety-to-Operate Report:** No BESS unit involved in a fire, explosion, or thermal runaway event shall be re-energized until a third-party certified engineer provides a safety report to the Starke County Building Commissioner and the EMA Director.

SIGNATURES AND APPROVAL

EMA Director, Starke County

Fire Chief (Primary Responding Department)


Project Operator Authorized Representative

PASSED AND ADOPTED BY THE STARKE COUNTY BOARD OF COMMISSIONERS


This 1st day of June, 2026.


Mike VanDeMark, President


Donny Binkley, Member


Charles Chesak, Member

ATTEST:


Michaelene Houston Starke County Auditor

