

COMMUNITY SOVEREIGNTY FRAMEWORK

Version 1.2

A Templated Action Plan for Community-Level Organized
Resistance and Negotiation on AI Data Center Proposals

Built from documented successful cases across the United States.

Tested against the La Pine, Oregon / Boxminer.io rejection (May 2026).

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THE FOUNDATIONAL PRINCIPLE

Communities that organized before contracts were signed received fundamentally different outcomes than communities that organized after. Lancaster, Pennsylvania secured a water cap, clean energy requirements, twenty million dollars in community investment, and enforceable noise limits. Amarillo got a twenty-year water extraction agreement negotiated in secret. The difference was not the size of the company or the political landscape. It was timing and preparation.

Everything in this framework is designed to move a community from reactive to proactive -- ideally before the developer has approached local government, but with documented pathways for communities already mid-process. The framework is built from cases that actually won. It is not theoretical.

Six governing principles anchor every phase and every negotiation:

1. Resources are stewarded in a manner that respects the community's current needs and protects the environment for future generations.
2. AI data centers, where conditionally approved, provide meaningful community access to AI computing resources -- improving local economics and opening new opportunities that serve community longevity and culture.
3. Any approved data center guarantees human-in-the-loop governance: AI as a partnered force that magnifies human judgment, not a tool of corporate extraction.
4. AI is understood throughout the process as a human enhancement technology and a means of improving community sovereignty and resilience against regional, national, and global disruption.
5. Constitutional integrity is central to every phase of the process.
6. The community retains the unconditional right to refuse -- in whole, at any phase -- and exercises that right when conditions cannot be met.

The framework has five phases. Phase 0 is the permanent readiness posture, maintained continuously regardless of whether any proposal is active. Phases 1 through 4 activate in sequence when a proposal surfaces. Phase 3 contains a dedicated Verification Architecture section that is new to Version 1.2 and constitutes one of its most significant additions. The framework is designed to be freely shared, adapted, and taught to neighboring communities.

One rule governs every phase:

Never let their urgency become your urgency. Every developer arrives with a compressed timeline. That timeline is theirs, not yours. The single most common cause of communities

accepting unfavorable agreements is allowing the developer's schedule to become the community's emergency. It never is.

PHASE 0 -- PERMANENT READINESS POSTURE

Institutional Intelligence

The work done before any proposal arrives. This phase never closes.

The single greatest predictor of community failure in data center negotiations is surprise. Developers approach communities through economic development institutions that operate before public awareness is established. By the time residents learn a proposal exists, the developer has often secured non-binding commitments, begun environmental scoping, and established relationships with local officials. Phase 0 eliminates surprise as a developer strategy by building awareness infrastructure before it is needed.

Action 0.1 -- Map Your Economic Development Institutions

Before any proposal surfaces, know who in your county or region holds the authority to initiate or recommend development. This mapping exercise should be completed annually and updated whenever institutional leadership changes.

- Identify every economic development organization, chamber of commerce, industrial park board, and county or city commission that could initiate, evaluate, or advance a data center proposal. Know their names, their leadership, their meeting schedules, and their statutory authorities.
- Know each institution's incentive structure and funding sources. Economic development organizations tasked with filling vacant industrial land are structurally incentivized toward development regardless of community fit. This is not corruption -- it is misaligned purpose. Understanding the misalignment before a proposal arrives allows the community to engage constructively rather than reactively.
- Attend economic development board meetings as a regular practice, not only when a specific proposal surfaces. Proposals are often discussed and recommended before they become public. Presence at routine meetings is the earliest possible warning system.
- Establish working relationships with economic development staff and board members. The community is not their opponent. Making that clear before any conflict arises changes the quality of information the community receives when a proposal does surface.

La Pine, Oregon, May 2026: The Sunriver La Pine Economic Development Board recommended the Boxminer.io data center proposal in good faith before the broader community was aware the proposal existed. The City Council's March 25 vote to 'move forward with the purchase and sale process' -- a non-binding procedural step -- was widely interpreted by residents as approval of the project. The community's alarm at discovering this weeks later became the mobilizing force for the opposition that ultimately produced a unanimous rejection. Had Phase 0 institutional awareness been in place, the community would have been present at the discussion before the vote, not after.

Action 0.2 -- Establish a Standing Transparency Policy

A standing transparency policy, passed at the city or county level before any developer approach, changes the terms of engagement before negotiations begin. It is significantly stronger than a reactive demand made after a proposal surfaces.

- The policy establishes that the jurisdiction does not enter into non-disclosure agreements regarding resource usage projections, environmental impact data, or contract terms related to any industrial development proposal. This is the condition of engagement, stated in advance, not negotiated under pressure.
- All preliminary council or commission votes related to development exploration must be publicly noticed and reported within forty-eight hours of occurring.
- Any proposal involving more than five megawatts of electrical demand or fifty thousand gallons of daily water use requires independent staff or consultant analysis before any binding vote.

Standing policy is superior to reactive demand in every negotiating situation. A developer who arrives after this policy is established must work within it. A developer who arrives before it exists will push hard to establish secrecy early, before community awareness is mobilized.

Action 0.3 -- Maintain a Living Legal Inventory

Know your legal tools before you need them. Assign a community legal liaison -- an attorney willing to advise on a volunteer or reduced-fee basis, or a law school clinic partnership -- to maintain and annually update the following:

- **Zoning authority:** What land use changes require a public vote versus council approval. What zoning classifications apply to likely development sites in your county or municipality. What conditions can be attached to special use permits.
- **Water rights law:** Who owns groundwater in your state. What protections exist for agricultural and residential users. What a community can legally prohibit versus regulate. Whether your state has adopted the Sustainable Groundwater Management Act or equivalent legislation.
- **Property tax abatement authority:** What incentives are legally available, what conditions can be attached to them, and whether the legislature has recently modified data center eligibility. Oregon removed data centers from Enterprise Zone Program eligibility in 2026, days after La Pine's rejection.
- **NDA enforceability:** In most jurisdictions, a city or county can legally prohibit non-disclosure agreements as a condition of permitting for industrial facilities. Know the answer for your jurisdiction before the first meeting.
- **Environmental review requirements:** What scale of proposal triggers a mandatory environmental impact assessment. Who conducts it. Who pays. What remedies are available if the assessment reveals impacts that exceed permitted thresholds.

Action 0.4 -- Connect to Regional Opposition Networks

Data center opposition networks exist at the state and regional level and are growing rapidly. In 2025 alone, more than two hundred bills addressing data centers were introduced across all fifty states. Connect to the relevant networks in your region before a proposal surfaces.

- Regional networks share developer track records -- the claims made in other communities, the gaps found in independent analysis, the negotiating tactics employed, and the outcomes achieved.
- They share legal strategies that have succeeded in comparable jurisdictions.
- They provide organizing templates, petition infrastructure, and experienced coalition builders available to assist communities in the early stages of organizing.
- They track state legislative developments that directly affect local leverage.

A community that waits until after a proposal surfaces to find its regional allies loses weeks it cannot afford. The organizing window between a non-binding council vote and a binding decision is often sixty to ninety days. That window must be used for mobilization, not for locating resources.

PHASE 1 -- 30 TO 90 DAYS

Know Before They Arrive

The intelligence phase. Everything built here before the first developer meeting.

The communities that won negotiations with data center developers won in the preparation phase, not the meeting room. Every successful case reviewed in the construction of this framework shares a common element: the community knew its own numbers before the developer arrived to define them. This phase is about establishing that knowledge.

Action 1.1 -- Resource Baseline Assessment

Before any negotiation is possible, a community must know what it actually has. This means commissioning or assembling from existing public sources a complete resource baseline covering four domains:

- **Water audit:** Current aquifer levels and recharge rates. Agricultural and residential dependency mapped by volume and by user. Existing drawdown trajectory under current usage. A twenty-year projection of aquifer health at current usage rates, before any new industrial demand is added. This projection is your floor. Every negotiation starts here. Communities that allowed developers to define water impact numbers consistently received agreements that underestimated consumption. The communities that won came to the table knowing their numbers.
- **Electricity baseline:** Current grid capacity and existing aggregate demand. Available headroom on the local distribution system. Projected rate impacts under different demand scenarios. Crucially: independent verification of the utility's capacity claims, separate from what the developer asserts the utility has confirmed. A twenty-megawatt data center facility consumes approximately fifteen times the electricity of all households in a rural town of three thousand people. That number must be in the community's hands before the developer presents it.
- **Agricultural and economic dependency map:** What industries, livelihoods, and community institutions depend on current resource levels at current prices. Farmers and ranchers dependent on irrigation. Small businesses whose customer base depends on community character. School districts that will bear costs or gain revenue from development. This map becomes the floor beneath which no negotiated agreement can go.
- **Environmental and subsurface baseline:** Groundwater contamination risk vectors for the proposed site and surrounding area. Current noise environment and what industrial-scale cooling infrastructure would add. Light pollution baseline for rural communities where night sky quality is a documented quality-of-life value. And critically -- a SAR subsurface baseline scan of the proposed site and a five-hundred-meter perimeter around it. This scan is detailed in Phase 3.6. Commissioning it at Phase 1 establishes the baseline before any construction activity occurs, which is the only timeline on which the baseline has forensic value.

Action 1.2 -- Independent Analysis of Developer Claims

The single most decisive weapon available to a community is independent analysis that dismantles developer projections using the community's own data and verified industry benchmarks. This analysis can come from city or county staff or from an outside consultant selected by the community. Either pathway works. The critical requirement is independence from the developer -- not funding source.

Government staff credibility is sometimes stronger than a hired consultant's because it carries institutional authority the developer cannot dismiss as advocacy. What matters is that someone with standing to be believed runs the numbers against what the developer claims. At minimum, independent analysis must address:

- Job projections: Compare the developer's claimed employment numbers against verified jobs-per-square-foot ratios from comparable existing facilities in the same category. Amazon-scale data centers of eight hundred thousand square feet produce approximately two hundred jobs. Apply that ratio to the proposed footprint. The resulting number is the credible estimate.
- Investment and revenue claims: Require documentation for every figure. 'Hundreds of millions in investment' with no supporting data is marketing material, not an offer. Ask for the financial model. If none exists, that is the finding.
- Revenue projections: Model property tax revenue, franchise fees, and utility payments using the community's actual rate structures. Do not accept the developer's revenue projections. Build your own using your own numbers.
- Resource impact: Independent calculation of water consumption, power demand, and waste output against the community's verified baseline. Cross-check against the developer's environmental impact claims.

La Pine, Oregon: City Manager Geoff Wullschlager's independent analysis was the analytical spine of the rejection. Applying Amazon's verified jobs-per-square-foot ratio to Boxminer's proposed facility size produced approximately five jobs -- not the fifty to two hundred the developer had claimed. This single finding destroyed Boxminer's economic case before the council. The community did not need to argue. It only needed to present the math. Independent analysis is not opposition research. It is due diligence.

Action 1.3 -- Coalition Architecture

Identify and begin organizing the full range of community members and institutions with a material stake in the outcome before the developer holds its first public meeting. Coalition-building before the proposal is announced produces a different quality of coalition than coalition-building in response to a proposal.

- Farmers and ranchers dependent on groundwater for irrigation
- Agricultural commissioners and county water resource boards
- Rural electric cooperative members and ratepayer advocates
- Local business owners, particularly those in tourism, outdoor recreation, or industries dependent on community character

- School district administrators and parent organizations
- Environmental and land conservation organizations
- Neighboring communities facing the same development pressure
- Regional networks already active on data center issues

The most important coalition-building principle from documented successful cases: frame resistance around pre-political values. Community character. Environmental baseline. Quality of life. Night skies. Quiet. Water. These things are prior to politics. They do not belong to a party. Cross-partisan coalitions form fastest and hold together longest around things that have not yet become partisan. The moment you allow a data center proposal to become a left-versus-right question, you lose half your potential coalition before it is assembled.

Action 1.4 -- Petition Infrastructure

Prepare two distinct petition campaigns before the developer's first public meeting. Each serves a different function and together they document both opposition and affirmative community values.

- **Opposition petition:** Directly opposes the specific proposal. Target threshold: ten percent of the adult population is a minimum credible showing; thirty percent or higher is decisive. A community of three thousand two hundred -- La Pine's population -- that delivers three thousand signatures has achieved near-universal documented opposition. That number gives every council member political cover to vote no.
- **Values affirmation petition:** States what the community affirms, not only what it opposes. 'We affirm this community's commitment to water quality, rural character, and sustainable development. Any proposal receiving community support must demonstrate alignment with these values.' This creates positive community identity rather than only opposition, and it establishes the positive standard against which any future proposal will be measured.

Petition signatures serve two simultaneous functions: they are an organizing measurement tool showing the community how broad its support is, and they are a political cover generator giving elected officials the documented mandate to vote against developer interest. Unanimous rejection votes require unanimous courage. Petition numbers provide it.

PHASE 2 -- BEFORE THE FIRST PRIVATE MEETING

Establish Your Position

Non-negotiables stated publicly before any private negotiation begins.

The most important negotiating move a community can make is not made in a private meeting with the developer. It is made before that meeting, in public, when the community states what it will not accept under any circumstances. Communities that entered negotiations without publicly defined non-negotiables consistently produced agreements that served the developer's interests. Communities that established their floor publicly, before private talks began, negotiated from strength.

Action 2.1 -- State Non-Negotiables in Public

Before any private meeting with the developer, the community's elected representatives and organized leadership must state the following conditions publicly -- at a council meeting, in a formal written statement, in a press release -- as requirements that cannot be waived by any individual official or negotiating team:

- **No non-disclosure agreements.** Full public disclosure of resource usage projections, environmental impact data, contract terms, and all commitments made to the community is the condition of engagement. A developer who will not operate transparently is not a community partner. Period.
- **Independent resource impact assessment.** Conducted by a party the community selects and trusts, using the community's baseline data. Developer-funded is acceptable; developer-selected is not. The independence of the assessor is its entire value.
- **Binding commitments with financial penalties.** Unenforceable promises are marketing material, not agreements. Every commitment the developer makes to the community must carry a specified financial consequence for non-performance.
- **Right to exit.** Reversion clauses must ensure that if the project is abandoned, materially modified, or sold to a different operator, all community resource commitments terminate and all negotiated community assets either transfer to community ownership or trigger compensatory payments.
- **Community oversight authority.** A standing Community Oversight Committee with defined authority to review compliance, inspect operations, request documentation, and escalate violations. The committee must meet at minimum quarterly, with developer attendance required, beginning before facility operations commence.

Action 2.2 -- The Crypto and Bitcoin Mining Test

Before any conditional negotiation proceeds, the community must determine with certainty what type of facility is being proposed. This distinction determines whether Phase 3 applies or whether the community should proceed directly to Phase 4 refusal.

- **AI data center:** Processes artificial intelligence workloads, trains models, provides inference compute. Capable of producing community-accessible computing resources as part of a negotiated agreement. Phase 3 applies.
- **Crypto mining or bitcoin mining operation:** Converts electrical power into cryptocurrency through computational proof-of-work. Produces no computing resources accessible to the community. Generates no AI capability. Represents pure resource extraction -- electricity and water consumed, cryptocurrency produced for the operator, nothing of community value created. Apply Phase 4 refusal immediately. Do not proceed to Phase 3.

The Boxminer.io proposal in La Pine was a bitcoin mining operation, not an AI data center. This distinction matters analytically: the framework's Phase 3 negotiation tools -- AI computing access, human-in-the-loop governance, community AI oversight -- require a facility capable of producing community-accessible AI resources. A bitcoin miner is not that facility. La Pine was correct to reject the Boxminer proposal outright rather than negotiating conditional terms that had no realistic basis.

Action 2.3 -- Hold the Timeline

State clearly at the first public meeting, and repeat it at every subsequent meeting: 'We will move on our timeline, not yours.' Developer urgency is a negotiating tactic. It is never an emergency that the community is obligated to share.

Document every instance of developer-imposed deadline language and treat it explicitly as a pressure strategy to be named and neutralized. 'We need a decision by the end of the quarter' is a developer preference, not a community obligation. The research is unambiguous: communities that moved on the developer's timeline consistently received worse agreements. Communities that held their own timeline received better ones. Protect the timeline as a first principle.

Action 2.4 -- Mobilization Mechanics

Public meetings are organizing opportunities. The following mechanics, drawn from documented successful cases, maximize the organizing value of every public meeting:

- Show up at any public council meeting once a proposal surfaces -- not only at designated public hearings. Budget meetings, planning commission meetings, any session where the proposal might be discussed is a legitimate venue for organized community presence. La Pine residents appeared at a budget meeting and spoke for nearly three hours. That was not the designated hearing. It was the effective turning point.
- Coordinate speaker lists for public comment periods. A succession of voices from different constituencies -- farmer, teacher, business owner, veteran, young parent, long-term resident -- demonstrates breadth of coalition. Multiple speakers making the same point in the same language reads as organized pressure from a narrow interest group. Diverse voices making the same case reads as community consensus.
- If the first meeting overflows, publicize the overflow as a community power signal before the second meeting. 'They had to move to a bigger room' is a more effective recruiting

message than any petition. La Pine's council changed venues between its May 13 and May 27 meetings to accommodate attendance. That venue change was itself a public declaration of community power.

- Document attendance counts, speaker names and affiliations, and vote outcomes at every meeting. This record becomes the evidentiary foundation for subsequent legal or legislative action if the council votes contrary to documented public opposition.

PHASE 3 -- IF CONDITIONAL APPROVAL IS CONSIDERED

Negotiation Structure

The terms that convert a data center proposal into a community asset rather than an extraction.

Phase 3 applies only to proposals that have passed the crypto and bitcoin mining test in Action 2.2 and that the community has determined merit conditional engagement. Not every proposal does. When a proposal does merit engagement, the terms in this phase are the difference between a community asset and a community liability. No individual term should be traded for convenience. Each represents a documented failure mode from communities that negotiated without it.

Action 3.1 -- AI Computing Access for Community Use

If a data center is going to operate in a community, drawing on its water, consuming its electrical capacity, and altering its character, that community must have meaningful access to the facility's computing resources. This is the most underutilized leverage point in current data center negotiations. The infrastructure is present. The community's access to it costs the operator relatively little. The failure to demand it is the failure that leaves communities with nothing but resource depletion when the facility eventually closes or is sold.

Negotiated AI access should be specified across five domains:

- **Agricultural optimization:** Crop modeling, soil health analysis, water use efficiency modeling, pest and disease prediction, and yield forecasting for local farms and ranches. This is immediately applicable in agricultural communities and represents genuine economic value to the agricultural base that bears the greatest resource risk from the facility's operation.
- **Water conservation and management:** Aquifer modeling, irrigation scheduling optimization, drought scenario planning, and water quality monitoring analysis. A data center drawing from the same aquifer that serves local agriculture must provide computational tools that help local users protect that aquifer.
- **Emergency management:** Disaster response scenario modeling, grid resilience analysis, wildfire spread prediction, evacuation routing optimization, and flood plain modeling. These tools have direct community safety value and represent a meaningful contribution from a facility that increases local infrastructure stress.
- **Small business analytics:** Market analysis, supply chain optimization, inventory forecasting, and economic planning tools for locally owned businesses. AI-assisted business analytics have historically been available only to large enterprises. Community access as part of a data center agreement democratizes this capability.
- **Educational access:** Computing resources for local schools and public libraries, including AI tutoring systems, research tools, STEM program infrastructure, and workforce training platforms. Educational access is a long-cycle investment in community human capital.

The access commitment must be specified in measurable units -- compute hours per month or equivalent -- and attached to a formal service agreement identifying a named community liaison officer at the facility responsible for implementation, reporting, and problem resolution.

Action 3.2 -- Human-in-the-Loop Governance Requirement

No AI system operating in the community, and no AI resource provided to the community under this agreement, may be deployed in any application that removes human judgment from consequential decisions affecting community members. This is a values requirement, not a technical specification. It establishes the philosophical terms under which the community accepts AI's presence in its civic life.

The governance structure implementing this requirement must include:

- A Community AI Oversight Committee with a minimum of five members drawn from the following constituencies: agriculture, education, emergency services, local business, and at-large community representation. The committee is appointed by the community, not the developer. It meets quarterly. Developer attendance at those meetings is mandatory under the agreement.
- An annual community benefit review assessing whether the computing access provided has been used, whether it has produced measurable benefit, and what modifications to the access agreement are needed for the following year.
- A defined escalation process for community concerns about data center operations -- including resource usage changes, operational expansions, ownership transfers, or changes to the AI systems accessible to the community -- that triggers mandatory community review before any such change takes effect.

Action 3.3 -- Closed-Loop Cooling Architecture Requirement

The premise that AI data centers necessarily consume large volumes of local water is false. Water consumption by data centers is substantially a legacy infrastructure choice, made when water was cheap and communities had no leverage to demand better. The technology to eliminate that consumption exists, is proven at industrial scale, and is being deployed by major operators including Microsoft, Oracle, and others.

Microsoft's newest data center generation uses closed-loop, zero-evaporation cooling. The cooling loop is filled once at construction and recirculates continuously, with annual water consumption equivalent to a single restaurant. Oracle deploys direct-to-chip closed-loop non-evaporative systems that require no continuous water input. One Aurora, Illinois facility built with this architecture saves more than two hundred seventy-seven million gallons annually compared to conventional evaporative approaches.

Any conditional approval must specify closed-loop, non-evaporative cooling as the required architectural standard -- not as a preferred option or a future commitment. This is a pre-construction requirement.

The community negotiating posture on water shifts entirely when the community knows this technology exists. The question is no longer 'how much water can you take.' It is 'prove you have built a system that does not need it.' A developer who resists this requirement is either proposing an outdated system or proposing a system whose true water consumption it does not want scrutinized. Either finding is relevant to the negotiation.

The closed-loop requirement must include the following four provisions, none of which may be waived:

- **Architectural certification:** The developer must submit independent engineering certification -- from an engineer selected by the community, not by the developer -- confirming that the proposed cooling system is non-evaporative and closed-loop before any conditional approval is granted. Developer assertions are not certification.
- **Coolant disclosure and bonding:** Full public disclosure of all coolant compounds, concentrations, volumes, and disposal protocols. Any glycol, antifreeze, or chemical coolant requires a separate contamination bonding requirement covering the full cost of aquifer remediation at the worst credible spill scenario, plus an independent contamination risk assessment conducted before operations commence.
- **Makeup water accounting:** Even closed-loop systems require initial fill water and periodic makeup water for system losses through maintenance and minor leakage. This volume must be specified, capped, and independently metered. It is not zero. It must not be treated as zero.
- **Prohibition on conversion:** The developer may not convert from closed-loop to any evaporative cooling architecture at any point in the facility's operational life without triggering a full community renegotiation of the water provisions of the agreement. This prohibition must survive any ownership transfer.

Action 3.4 -- Water Chain-of-Custody Requirements

Once water crosses a facility's property line, it disappears from public accountability under current regulatory frameworks in most states. Virginia's reporting requirements -- among the most advanced in the country -- do not capture facilities that withdraw directly from groundwater and use that water on-site. Monthly metering, where it exists, is read over eight-week periods. No state currently requires continuous real-time water telemetry from data center facilities.

This regulatory gap is not incidental. The Memphis, Tennessee case is the documented warning. xAI's Colossus data center arrived with a promise to build an eighty-million-dollar water recycling plant, which would treat municipal wastewater and redirect it to facility cooling, reducing pressure on the Memphis Sand Aquifer -- a two-thousand-year-old underground reservoir serving as the region's drinking water supply. Once the facility was operational and its legal position secured, construction on the recycling plant stalled. The cost estimate rose from eighty million to two hundred million. The company continued drawing from the aquifer at rates exceeding one million gallons daily, paying nineteen cents per hundred gallons while residents paid thirty-two cents. The company was under no legal obligation to complete the recycling plant. The community had no contractual mechanism to compel it.

The community must create its own chain-of-custody requirements contractually. These are not optional enhancements to the agreement. They are the mechanism by which the community retains meaningful sovereignty over its water once an agreement is signed:

- **Tamper-evident continuous metering:** Tamper-evident meters at every point where water enters the facility perimeter, transmitting real-time data continuously to the Community Oversight Committee's independently managed telemetry system. Not monthly reports submitted by the developer. Not quarterly audits. Continuous, independently accessible, real-time data. If the developer objects to the cost or complexity of this requirement, that objection is itself informative.
- **Water destination audit right:** The Community Oversight Committee may commission an independent engineering audit of all water flows within the facility perimeter at any time, with twenty-four hours' notice to the developer. The audit covers all internal water

transfer, storage, discharge, treatment, and any inter-facility connections. The developer may not restrict the auditor's access to any part of the facility that handles water.

- **Inter-facility aggregation reporting:** If the developer operates multiple facilities within fifty miles of the community, total water extraction across all facilities must be reported as a single aggregate figure to the Community Oversight Committee. The purpose of this requirement is to prevent the distribution of extraction across multiple jurisdictions and regulatory authorities to avoid triggering any single oversight threshold. This is a documented strategy. The requirement names and prohibits it.
- **Extraction-to-use bond:** The developer posts financial assurance -- scaled to total annual water extraction volume, held in an independently managed escrow account -- against any finding by the community's engineering auditor that water extracted under the cooling use authorization was used for any other purpose or transferred off-site without prior community disclosure and approval. Detection triggers forfeiture of the bond and immediate suspension of extraction rights pending negotiation.

Action 3.5 -- Subsurface Non-Diversion Covenant

Tunnel boring technology enables large-scale underground construction that is acoustically invisible and visually undetectable from the surface. A tunnel boring machine operating at ten to twenty stories below grade produces no surface sound signature audible to observers above. Microtunneling -- the smaller-diameter boring used for utility installation -- is routine civil engineering, requires minimal permitting when classified as internal utility work within a facility's property lines, and leaves no surface trace. A facility that extracts hundreds of thousands of gallons daily under a cooling authorization, then routes that water underground to remote storage, would produce no observable evidence of the diversion under current regulatory frameworks.

This is not a theoretical vulnerability. The regulatory architecture that would detect it does not exist. The community must create the contractual architecture to close this gap:

- **No unauthorized subsurface construction:** Any boring, tunneling, directional drilling, horizontal directional drilling, pipe jacking, or subsurface utility installation within or extending from the facility's property lines must be fully disclosed in the original permitting application documents. Any subsurface work not so disclosed constitutes a material breach of the conditional approval, triggering immediate permit revocation and activation of all bond provisions.
- **Subsurface construction bond:** The developer posts a performance bond equal to at minimum twenty percent of total facility construction cost, held in independently managed escrow, against any finding that unauthorized subsurface construction occurred within or extending from the facility perimeter. Discovery of unauthorized subsurface construction forfeits the bond in full and triggers permit revocation without further negotiation.
- **Pre-approval subsurface baseline:** Before any conditional approval is granted, the community -- not the developer -- commissions an independent subsurface baseline scan of the proposed site and a five-hundred-meter perimeter. This scan uses the verification methods specified in Action 3.6. The baseline is publicly filed and replicated to independent repositories. Any future subsurface change from this baseline, detected at any subsequent scan, is a documented deviation requiring explanation and, if unauthorized, triggering bond forfeiture.

Action 3.6 -- Independent Subsurface Verification Architecture

Verification must be non-cooperative by design. Any monitoring system that requires developer access, developer data, or developer cooperation can be managed, delayed, or falsified. The architecture below operates independently of the developer at every layer. It was designed in response to a simple observation: large-scale underground construction can be conducted in a major American city, in an active transit hub, with no public awareness of its existence. The tunnel entry is a side door off a lobby. The activity is twenty stories underground. Nobody knows. The instruments below correct that.

THE FIVE VERIFICATION LAYERS

All five layers are required as conditions of conditional approval.

None may be waived. None may be replaced by developer-provided monitoring.

The independence of each layer is its entire value.

Layer One -- Baseline Establishment (pre-approval, community-commissioned)

Before any conditional approval is granted, the community commissions and publicly files two baseline assessments of the proposed site and a five-hundred-meter perimeter:

- **InSAR differential interferometry baseline:** Interferometric Synthetic Aperture Radar establishes a precise record of ground surface deformation across the site and surrounding perimeter. Any subsequent subsidence, uplift, or lateral ground movement outside the declared construction footprint is detectable against this baseline to millimeter precision. Tunnel boring causes measurable ground response. Underground void creation causes measurable ground response. Large-scale underground water storage construction causes measurable ground response. The baseline makes these responses legible as deviations from the pre-construction condition.
- **L-band SAR soil moisture baseline:** L-band synthetic aperture radar penetrates soil to variable depths depending on soil conditions, detecting subsurface water distribution and movement. Commercial applications of this technology -- including systems deployed by ASTERRA and comparable providers -- detect underground pipes, water concentrations, and directional water movement from satellite without requiring ground access or cooperation from the facility operator. The baseline documents where water is in the ground and how it naturally moves. Any subsequent anomalous water concentration, depletion, or directional flow outside declared facility operations is detectable as a deviation from the baseline.

The baseline is held by the Community Oversight Committee and replicated to at minimum two independent repositories outside any party's control. Replication ensures no single point of failure in the record.

Layer Two -- Continuous Satellite Monitoring (ongoing, publicly accessible)

The European Space Agency's Sentinel-1 constellation provides free, continuous, publicly accessible synthetic aperture radar data on a six-to-twelve-day repeat cycle globally. It requires no developer permission. It cannot be blocked, obscured, or withheld by any private party. The data is collected regardless of whether any party requests it.

The Community Oversight Committee applies InSAR differential interferometric analysis to the site on a quarterly cadence, comparing each new data pass against the established baseline. Any of the following findings triggers a mandatory independent ground-based investigation:

- Ground surface deformation outside the declared construction footprint exceeding agreed millimeter displacement thresholds.
- Subsidence or uplift patterns spatially or temporally consistent with tunneling activity or underground void creation.
- Soil moisture anomalies indicating water movement toward or away from the facility perimeter in directions not accounted for by declared facility operations.
- Thermal anomalies detectable via thermal infrared satellite data cross-referenced with SAR, consistent with underground heat sources or fluid movement.

The cost of Sentinel-1 satellite data is zero. Processing requires expertise but is accessible through open-source platforms including ESA's own SNAP software. The community monitoring burden is computational and analytical, not financial.

Layer Three -- SAR Doppler Tomography Scans (periodic, community-commissioned)

For any facility above ten megawatts of electrical demand, a full SAR Doppler tomography scan using the Biondi-Malanga micro-movement method is commissioned by the community at conditional approval, and repeated at the two-year and five-year operational anniversaries. This is the forensic layer.

The method, developed by Filippo Biondi of the University of Strathclyde and Corrado Malanga of the University of Pisa and published in peer-reviewed form in 2022, solves the fundamental limitation of synthetic aperture radar: electromagnetic waves do not penetrate solid bodies well. The Biondi-Malanga solution does not attempt to penetrate the material directly. Instead, it analyzes how background seismic micro-vibrations -- present everywhere on Earth, constant and uncontrollable -- interact with subsurface structures. Different materials, densities, and voids respond to identical seismic inputs with different vibration signatures. The satellite's SAR system captures those micro-movement signatures at the surface. The processing software reconstructs the three-dimensional internal structure from the variation in how vibrations propagate through different materials. The structure becomes, in the authors' words, transparent like a crystal when observed in the micro-movement domain.

Applied to the Khafre Pyramid at Giza, this method identified structures at six hundred forty-eight meters depth from satellite altitude without excavation or ground access. Applied to an industrial facility, it would identify tunnels, voids, underground storage chambers, and directional conduits inconsistent with declared construction. It would have revealed every tunnel in any urban tunnel construction project from orbital altitude. The developer cannot prevent the scan. The developer cannot manipulate the data. The developer does not know where the satellite is or when it passes.

These scans are contracted directly between the community and a SAR data provider -- commercial satellite operators including Capella Space provide the data -- and processed by an independent academic or commercial partner without developer involvement of any kind. The developer is not a party to the contract and does not review methodology or results before they are publicly filed.

Layer Four -- Seismic Tripwire Network (continuous, community-owned)

Tunnel boring machines, horizontal directional drilling equipment, underground blasting, and large-scale underground construction all produce distinctive seismic signatures distinguishable

from surface industrial operations. These signatures are detectable by calibrated seismic sensors positioned at the facility boundary.

A network of four to six seismic sensors placed at the facility perimeter creates a continuous acoustic tripwire:

- Sensors are community-owned, tamper-evident, and transmit continuously to a cloud repository that the developer cannot access, modify, or interrupt.
- Sensors may be placed on public land at the facility boundary or on cooperating adjacent private property. Placement does not require facility access or developer cooperation. The developer need not be informed of sensor placement locations.
- The ambient seismic baseline established during the pre-construction period makes subsequent anomalous underground mechanical activity legible as a deviation. Underground machinery operating at depth produces a signature distinct from surface equipment of comparable scale. Seismic technicians can characterize the signature by depth, direction, and mechanical type.
- The seismic record is independently archived and admissible as evidence in permit revocation proceedings.

This is the acoustic layer. Large-scale underground construction is acoustically invisible to unaided human observers on the surface because earth and concrete absorb the frequencies that traveling distance generates at depth. Calibrated low-frequency seismic sensors positioned at the perimeter detect what human observers cannot. The correction is simple, inexpensive, and entirely independent of any cooperation from the facility.

Layer Five -- Performance Bond (financial consequence layer)

The technical layers above detect violations. This layer creates the financial consequence that makes violation economically irrational before detection occurs.

The performance bond scaled to a minimum of twenty percent of total facility construction cost, held in independently managed escrow, serves multiple functions simultaneously:

- It is held against compliance violations across all provisions of the conditional approval -- not only subsurface provisions.
- It is released in tranches over the facility's operational life, contingent on clean monitoring results at each scheduled review interval. The bond is not released in full at any point during active facility operations.
- Detection of unauthorized subsurface construction, water chain-of-custody violation, cooling architecture conversion, or any other material breach forfeits the unreleased bond balance in full and triggers immediate permit revocation without negotiation.
- Bond size is calculated to exceed the economic value of any conceivable water diversion, unauthorized infrastructure, or operational violation over the facility's expected operational life. The bond makes concealment economically irrational even under conditions of uncertain detection probability.

Action 3.7 -- Durable Asset Extraction

The best agreements extract infrastructure that outlasts the data center's operational life. A data center is a corporate asset subject to acquisition, sale, operational changes, and eventual obsolescence. An agreement that makes community economics dependent on the continued operation of a specific corporate facility has traded one form of vulnerability for another.

Infrastructure negotiated as a community benefit persists regardless of what happens to the facility.

Negotiate for assets in the following categories, prioritizing those with the longest independent operational life:

- **Water infrastructure:** Expanded aquifer storage and recovery capacity, distribution system improvements, or recharge infrastructure that serves the community independent of any data center operations.
- **Renewable energy:** Solar, wind, or battery storage systems titled to community ownership, sized to provide meaningful community benefit independent of data center power needs.
- **Broadband infrastructure:** Fiber or fixed wireless infrastructure serving underserved community areas, owned by the community or a community cooperative, not by the developer.
- **Educational endowments:** Funded scholarship programs, school facility investments, or workforce training endowments structured as legally independent trusts, not contingent on continued data center operations.

Negotiate for durable assets, not dependent revenue. Revenue streams tied to continued facility operation -- tax payments, utility franchise fees, developer community contribution funds -- vanish when the facility changes owners, goes offline, or is made obsolete by a technology shift. Infrastructure remains. Endowments remain. Broadband remains. These are the assets worth negotiating for.

Action 3.8 -- Water and Power Caps With Enforcement

Hard caps on resource consumption, with automated penalty triggers and community notification requirements, are the contractual floor beneath which the agreement cannot fall regardless of operational pressures the developer subsequently claims:

- Hard cap on daily water consumption expressed in gallons per day, with independent continuous metering, monthly public reporting, and automatic financial penalty triggers for any exceedance. The penalty must be sized to exceed the economic value of the additional consumption -- not a nuisance fee cheaper to pay than to comply with.
- Hard cap on electrical demand expressed in megawatts, with grid impact monitoring and mandatory community notification if demand approaches the cap threshold.
- Prohibition on groundwater extraction above the capped volume without triggering a full new community review process -- a public process, not a staff administrative approval.
- Noise limits expressed in decibels at the property line, measured at multiple specified points, with independent monitoring and financial penalties for exceedance.

Action 3.9 -- Binding Enforcement Architecture

Every provision above is unenforceable without a binding enforcement architecture. This architecture must include:

- Pre-operations escrow or bond: the developer deposits funds held against compliance violations before facility operations begin. The amount is specified in the agreement and cannot be reduced without community approval.

- Annual third-party compliance audits: conducted by an auditor selected by the Community Oversight Committee, paid for by the developer, with findings delivered simultaneously to the committee and to the relevant regulatory authorities.
- Reversion clause: if the facility is abandoned, sold to a different operator, or materially modified in ways that change the resource consumption profile, all community resource commitments terminate and all negotiated community assets transfer to community ownership or trigger compensatory payment.
- Sunset review: at five, ten, and twenty years, the complete agreement is reviewed against the community's then-current resource baseline. Changes in technology, resource conditions, or community needs trigger renegotiation rights that cannot be waived by either party.

PHASE 4 -- THE LONG GAME

Community Sovereignty

Sustaining the victory. Building the capacity that makes the next fight unnecessary.

Phase 4 begins the moment a community achieves an outcome -- whether that outcome is a conditional approval with full Phase 3 terms in place, or a clean rejection. It addresses the question every successful community resistance eventually faces: what now?

Action 4.1 -- The Explicit Refusal Option

The community retains the unconditional right to refuse any proposal, in whole, at any phase, for any reason the community determines is sufficient. This right does not require justification to the developer, to economic development institutions, or to state or federal entities. It is the foundational sovereign right of a community over its own land and resources.

The refusal option should be exercised when any of the following conditions is present:

- The proposal is a crypto or bitcoin mining operation. Action 2.2 applies. Do not proceed to Phase 3.
- Phase 3 non-negotiables -- including the closed-loop cooling requirement, the water chain-of-custody requirements, the Subsurface Non-Diversion Covenant, or any element of the Verification Architecture -- cannot be met after good-faith negotiation.
- Independent analysis reveals that the developer's resource usage, employment, revenue, or economic projections are materially false.
- The developer refuses to accept any element of the Phase 3.6 Independent Verification Architecture. Refusal of independent monitoring is itself a finding that warrants refusal of the proposal.
- The community, through its publicly expressed and documented collective judgment, determines that the proposal does not align with community values regardless of what negotiated terms might be achievable.

A clean rejection is a legitimate and complete outcome. It is not a failed negotiation. It is not a failure of the framework. It is the framework working exactly as designed. The right to refuse exists precisely because not every proposal deserves a yes, and the community is the only entity with standing to make that determination.

Action 4.2 -- The Post-Rejection Pivot

A community that successfully rejects a predatory proposal has demonstrated extraordinary organizing capacity: a cross-partisan coalition, a documented public mandate, and the political will to say no to economic development pressure. It has not solved the underlying condition that made the proposal attractive in the first place.

The La Pine Industrial Park was vacant when Boxminer arrived. It remained vacant after Boxminer left. The Economic Development Board that recommended Boxminer's proposal still exists with the same structural incentive to attract industrial tenants. The coalition that defeated Boxminer will dissolve without a positive agenda to sustain it. When the next developer arrives - to La Pine or to any comparable community that has successfully rejected a proposal -- it will

arrive to the same vacuum, possibly with a better-crafted proposal and more carefully managed timing.

Within sixty days of a successful rejection, the community must convene an economic vision session with the same breadth of coalition that produced the rejection. The session must address three questions:

- What economic development -- at what scale, of what type, with what values alignment - would this community support? Not the absence of the rejected proposal, but the presence of something the community wants.
- What infrastructure does this community need to build genuine economic resilience independent of any single outside investor or single industrial facility?
- What should the vacant industrial park, undeveloped land, or proposed development site become under the community's own vision? The community rejected one answer to that question. It must now supply its own.

The community that says no without saying yes to something remains structurally vulnerable. The next developer arrives to the same vacancy, the same economic development board, and the same unresolved need that made the first proposal appealing. The sixty-day pivot is not optional. It is the difference between a victory and a pause before the next fight.

Action 4.3 -- Coalition Conversion Protocol

Coalitions built on opposition to a specific proposal dissolve after the opposition succeeds. The petition signers return to their lives. The packed meeting room empties. The cross-partisan relationships forged in the heat of the campaign cool without a common agenda to maintain them. This is not a failure of community will. It is the natural lifecycle of opposition organizing.

The community has ninety days after a successful rejection to convert the resistance coalition into a standing civic institution before the organizing energy dissipates. Three candidate structures have demonstrated viability in comparable communities:

- **Standing Community Resource Oversight Committee:** A formal body with a defined charter, regular meeting schedule, and standing responsibility for monitoring economic development proposals before they reach the council. This committee performs the Phase 0 institutional mapping, maintains the legal inventory, and attends EDO meetings as a routine function. Its existence means the community is never again surprised by a proposal.
- **County-level Civic Intelligence Network:** A regular assembly connecting representatives from multiple communities across the county, sharing intelligence on regional development pressure, developer patterns and track records, state legislative developments, and regional organizing resources. The network ensures that a developer rejected in one community cannot approach neighboring communities with the same playbook and expect different outcomes.
- **Community Economic Development Council:** A body distinct from the EDO, accountable to the community rather than to institutional development metrics, with an explicit community values charter and a public reporting requirement. This body answers the post-rejection question about what the community wants to grow in its place.

The measure of a successful rejection is not the vote count on the night of the decision. It is whether the organizing infrastructure built during the campaign is still active and functional two years later.

Action 4.4 -- Regional Solidarity and Intelligence Sharing

A developer rejected by one community will approach the next rural community on its target list with a refined version of the same playbook, incorporating lessons from what failed in the previous engagement. This is documented practice. The community that wins has an obligation to the communities that will face the same developer next.

- Document the developer's complete claims record -- every projection made, every assurance given, every timeline stated -- alongside the independent analysis findings showing where those claims diverged from verifiable data. Share this documentation with the regional network immediately after the outcome is decided.
- Document the tactics employed: urgency pressure, inflated economic projections, non-disclosure requests, Economic Development Board capture, timeline compression, and any other strategies the developer used to attempt to accelerate or privatize the decision process.
- Make experienced organizers from the successful campaign available to neighboring communities when they face similar proposals. The knowledge built during one fight transfers directly to the next.
- Advocate at the state legislative level for laws that support community rights: mandatory independent impact assessments before any binding vote, standing prohibition on NDAs in development negotiations, enterprise zone exclusions for resource-intensive operations, and mandatory closed-loop cooling requirements for new data center construction.

Action 4.5 -- Sovereign Infrastructure Roadmap

The ultimate measure of community sovereignty is not the capacity to say no to outside power. It is the capacity to meet community needs without dependence on outside power. A community that successfully resists extractive industrial proposals but remains entirely dependent on external infrastructure for its water, energy, communications, and economic activity has won a battle while remaining in structural vulnerability.

The sovereign infrastructure roadmap is the community's own long-term development plan, built on its own values, funded through its own institutions, and serving its own members. It addresses four domains:

- **Water sovereignty:** Community-owned water storage and distribution infrastructure not dependent on any single industrial user, sufficient to serve community needs under a twenty-year drought scenario.
- **Energy sovereignty:** Distributed renewable energy generation that reduces dependence on centralized grid infrastructure and provides community resilience against grid disruption.
- **Communications sovereignty:** Community-owned or community cooperative broadband infrastructure with no single-provider dependency, providing bandwidth sufficient for the community's economic and educational needs independent of large commercial infrastructure operators.

- **Economic sovereignty:** Local currency networks, community land trusts, agricultural cooperatives, small business development programs, and other economic institutions that build resilience from within rather than importing it from outside. A community with a diversified local economic base is a community that does not need to accept any single proposal that arrives at its door.

This is the long game. It is what the framework exists to enable -- not to fight data centers as such, but to build the community capacity that makes the fight unnecessary because the community already has what it needs and can afford to be selective about what it accepts.

QUICK REFERENCE -- PHASE SEQUENCE AND DECISION GATES

Use this table as a rapid situational assessment when a proposal surfaces. Each phase builds on the prior one. Decision gates must be passed before the next phase begins.

Phase	Key Actions	Success Indicator
Phase 0 Permanent	- Map EDOs and institutions - Standing transparency policy - Living legal inventory - Regional network connections	Community has institutional map, legal inventory updated within 12 months, and active regional network connections before any proposal arrives.
Phase 1 30-90 Days	- Water, power, economic baseline - SAR subsurface baseline (500m) - Independent developer analysis - Coalition assembled - Two petitions ready	All baselines documented and publicly filed. Independent analysis team identified and briefed. Cross-partisan coalition organized across agriculture, business, education, environment. Both petitions drafted and ready to launch.
Phase 2 Before Meeting 1	- Crypto/bitcoin test - Non-negotiables stated publicly - Timeline principle held - Mobilization mechanics active	Crypto proposals routed directly to Phase 4. Non-negotiables in writing and on the public record. Developer deadline language documented and named as pressure. Community present at all public meetings.
Phase 3 If Negotiating	- AI computing access specified - Closed-loop cooling certified - Water chain-of-custody metered - Subsurface covenant signed - All 5 verification layers active - Durable assets negotiated - Enforcement architecture complete	Independent engineer certifies closed-loop architecture. Continuous tamper-evident water metering operational before occupancy. Seismic sensors deployed at perimeter. Baseline SAR scans publicly filed. Performance bond in escrow. Oversight Committee chartered and meeting.
Phase 4 Long Game	- Refusal option exercised if needed - 60-day positive pivot launched - Coalition converted to institution - Regional network informed - Sovereign roadmap begun	If rejected: community economic vision process convened within 60 days. Coalition converted to standing institution within 90 days. Full developer tactics documentation shared with regional network. Sovereign infrastructure roadmap begun.

THE FOURTEEN PRINCIPLES

This page is for distribution to community members, elected officials, and regional networks. It is the complete framework in condensed form. Copy it, adapt it, share it freely. Version-number any modifications.

7. Prepare before they arrive. The negotiation is won in the preparation phase, not the meeting room. A community that knows its own numbers before the developer arrives is a community that negotiates from strength.
8. Know your numbers first. Water, power, jobs, revenue -- get your own data before the developer defines it for you. Independent analysis is the single most decisive tool in community negotiation.
9. Commission a SAR subsurface baseline scan before any approval. Establish what is under the ground before any construction activity can alter it. The baseline has forensic value only if it predates the construction.
10. Demand independent analysis of every developer claim. Job projections, investment figures, water consumption estimates, and revenue projections are marketing material until independently verified against actual industry benchmarks.
11. Build a cross-partisan coalition around pre-political values. Community character, water, quiet, night sky, agricultural heritage -- these belong to no party. The broadest coalitions form around the things everyone values before politics arrives.
12. State your non-negotiables publicly before any private meeting. No NDAs. No unverified projections. Binding commitments with penalties only. State this in writing, on the record, before the first private conversation with the developer begins.
13. Reject crypto and bitcoin mining immediately without negotiation. These operations produce no community-accessible computing resources and no AI capability. They convert community water and electricity into private cryptocurrency. They are pure resource extraction. The framework's negotiation tools do not apply.
14. Never let their urgency become yours. Their timeline is a negotiating tactic, not a community emergency. Document every deadline imposed by the developer. Name it as pressure. Hold your own schedule.
15. Require closed-loop, zero-evaporation cooling architecture. The technology exists and is proven at industrial scale. Continuous water consumption is a design choice the community does not have to accept. Require certification before any approval.
16. Require continuous, independent water chain-of-custody metering. Water that crosses the facility perimeter and disappears from accountability is water the community has surrendered. Real-time telemetry, unannounced audit rights, and extraction-to-use bonding are the minimum.
17. Deploy all five verification layers. Baseline InSAR and soil moisture scan. Continuous Sentinel-1 satellite monitoring. Periodic SAR Doppler tomography. Seismic tripwire network. Performance bond. All five. Monitoring that depends on developer cooperation is not monitoring.

18. Demand AI computing access for the community as part of any conditional approval. Agricultural optimization, water management, emergency planning, education, small business analytics. The infrastructure is there. Ask for it. Specify it in units.
19. Extract durable assets, not dependent revenue. Revenue tied to continued facility operation vanishes when the facility closes. Water infrastructure, renewable energy, broadband, and educational endowments remain. Negotiate for what remains.
20. After any victory, pivot to a positive vision within sixty days. The organizing energy and the vacant land both remain after the rejection. Use both. The community that cannot answer 'what do we want here instead' will face the same proposal, from a different developer, within a year.