

A Declaration of Protections

For Communities Facing Hyperscale Data Center Development



We, the residents of Columbus and Muscogee County, affirm that no hyperscale data center development shall proceed in our community without the following protections in place — established in advance, binding in law, and non-negotiable with any developer, regardless of size, resources, or influence.

Upon adoption by the Columbus City Council, the preamble above shall read: We, the duly elected Council of Columbus, Georgia, representing the citizens of Columbus and Muscogee County, hereby establish that no hyperscale data center development shall proceed within our jurisdiction without the following protections in place — established in advance, binding in law, and non-negotiable with any developer, regardless of size, resources, or influence.

These are not requests. They are conditions.

PROTECTION I

The Right to Guaranteed Revenue

Our community shall not bear the financial risk of global markets on behalf of a private corporation.

Any developer must guarantee, in writing and in advance, a **minimum annual payment** to Columbus that does not vary with chip prices, hardware depreciation, or semiconductor market conditions. The projected tax benefits must have a legal floor — not a projection, not a hope, but a binding contractual commitment. If the developer cannot guarantee a minimum, they cannot claim a projected maximum.

PROTECTION II

The Right to a Clean Exit

Our community shall not be left to clean up after a corporation that walks away.

Before any land is disturbed, any developer must post a **reclamation bond** — held by Columbus, sized by an independent engineer — sufficient to fully demolish every building, remove every piece of equipment, and restore every acre of the site. This bond must remain in place for the full duration of operations and five years after they end. A corporation unwilling to guarantee its own cleanup has no business breaking ground.

PROTECTION III

The Right to Clean Water

Our community's water supply shall not be put at risk by industrial chemistry.

No data center in Columbus shall use any cooling fluid containing **PFAS, hydrofluorocarbons, perfluorocarbons**, or any compound on the EPA's PFAS list of concern. Every cooling fluid must be identified by trade name and chemical composition *before* a building permit is issued — not after the facility is operating and discharging. Columbus Water Works is currently spending \$200 million to remove PFAS from our drinking water. We will not add to that burden.

PROTECTION IV

The Right to Peaceful Use of Your Home

Our neighbors shall not be subjected to industrial noise in residential communities.

The low-frequency vibration produced by hyperscale data centers passes through walls, windows, and sound barriers. **Distance is the only mitigation that reliably works.** No data center building, generator, cooling equipment, or electrical substation shall be placed within **500 feet** of any residential property line on the outer boundary of the development parcel. This is not a suggestion. It is a line that shall not be crossed.

PROTECTION V

The Right to Know What Is Coming

Our community shall not approve Phase 1 without knowing what Phases 2 through 6 look like.

Before any development is approved, the developer must submit a **Master Site Plan** for the entire ownership parcel — showing every building contemplated, total power demand, total water demand, and the intended use of every remaining acre. A binding **site-wide megawatt cap** shall be recorded as a deed restriction on the entire parcel. That cap cannot be raised without a full new public rezoning. What Columbus approves, Columbus shall have fully seen.

PROTECTION VI

The Right to a Fair Negotiation

Our community shall not negotiate alone against a Fortune 500 legal team.

Columbus shall not enter Development Agreement negotiations without **independent outside legal counsel** retained specifically for that purpose — funded by the developer, loyal only to Columbus. This is standard practice in major industrial agreements everywhere. It shall be standard practice here. Non-negotiable means established *before* they arrive at the table — not subject to compromise once they do.

Non-Negotiable.

These protections were developed by citizens of Columbus and Muscogee County in conjunction with The People's Overlay ordinance, submitted to the Columbus City Council, City Attorney, and Mayor in June 2026. They are offered as a model for any community facing hyperscale data center development. The People's Overlay is a citizen initiative — not affiliated with any political party, campaign, or commercial organization.

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