



Responses to Community Questions

August 26, 2026

WATER

VOLITION'S POSITION

Volition understands that in Utah, water is the first question a community asks, and we designed for that answer before we arrived. The data center facility uses dry, closed-loop cooling: no evaporative cooling, no once-through water, and no continuous industrial discharge, so the site's water profile is that of a small commercial user, not an industrial consumer. And because stewardship has to be verifiable to mean anything, we have offered a binding water cap for the data center usage with city-approved metering, read-only telemetry, and annual public reporting: the city doesn't have to rely on our projection, it holds the limit.

QUESTIONS & ANSWERS

1. "Does the cooling water evaporate off into the sky?"

No. It's a sealed loop, filled once, recirculated. Nothing is sprayed, misted, or evaporated; evaporative and once-through cooling are prohibited in the ordinance text itself.

Ref: Title 15 amendment text as filed Jul 15 2026 (§I, closed-loop / dry cooling required)

2. "How much water does it actually use?"

Cooling: one fill of about 500,000 gallons, then ~250,000 a year. Whole-site use (staff, landscaping, fire testing, etc.) is also estimated with the application.

Ref: Title 15 §I (category estimate as permit condition) · open-house materials Aug 13–15 2026

3. "We're letting lawns go brown. Why does a data center get water we don't?"

Because it needs almost none: this building already uses about 5 million gallons a year (City Manager, Aug 4 record); cooling here needs about 5% of that, and the whole site stays far below it.

Ref: Spanish Fork City Council, Aug 4 2026 (City Manager Seth Perrins, adopted minutes)

4. “Will they quietly take more water later?”

We can't ask: no new water rights, by contract. And we can't cheat: the supply pipe is never enlarged, so the cap is enforced by physics. The basin is closed to new appropriations anyway; the covenant makes the legal reality contractual.

Ref: Development-agreement terms presented Aug 4 2026 · Utah DWRi Area 51 closed basin (Gov. Proclamation 2022-01)

5. “What chemicals are in the loop? PFAS? Forever chemicals?”

No PFAS in the water, and no PFAS firefighting foam. Trace PFAS exists in ordinary purchased electronics industry-wide; the chemical inventory filed at permitting names anything on site and is updated annually. Environmentally friendly propylene glycol is mixed with the water in the closed loop system to prevent freezing and microbial growth

Ref: Open-house record Aug 13-15 2026 (PFAS statement) · fire-code hazardous-materials reporting

6. “What about all the water construction uses?”

The construction-phase water estimate and its source are filed with the construction management plan at site-plan review, and reported like all construction projects.

Ref: Construction management plan (filed at site-plan review)

7. “What goes down the sewer, and does it need a discharge permit?”

No cooling blowdown and no continuous industrial discharge, only ordinary streams: restrooms, water-polishing reject, occasional fire-system test water, about 1.1 million gallons a year (15-20 homes' worth). The City's pretreatment program decides whether a permit is required; whatever it requires, we install and pay for.

Ref: Spanish Fork Municipal Code Ch. 13.24 · 40 CFR 403

8. “Where does the coolant go if something fails or the loop is drained?”

Coolant is never put down a drain. It's hauled by a licensed transporter under manifest to a permitted treatment facility named in the O&M plan; volumes are small and events are years apart, disclosed in the annual report. Containment, spill response, and saturated disposal plans will be reviewed and approved by the city.

Ref: Spanish Fork Municipal Code Ch. 13.24 · O&M plan (filed before operation)

9. “Can it contaminate our drinking water or the aquifer?”

The loop never touches the drinking system it draws from (backflow separation), coolant leaves by truck, and baseline soil and groundwater testing before construction, which we’ve accepted, means any change is provable, not arguable. The water is specifically engineered to be low toxicity and biodegradable in under a week.

Ref: Utah plumbing code (backflow) · Spanish Fork Drinking Water Source Protection Plan · baseline testing accepted as a condition



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POWER & GRID

VOLITION'S POSITION

Volition's founding design choice is that a data center should never compete with the community that hosts it for power. This facility generates 100% of its own electricity on site and is never connected to the city grid for data center operations, not as a policy, but as a recorded covenant with physical reality behind it. There is no substation, no transmission line, no interconnection facilities at all. Its fuel arrives by a dedicated, Volition-funded gas lateral sized for this site alone, so nothing about it draws on the systems Spanish Fork homes and businesses depend on.

QUESTIONS & ANSWERS

1. "Will this raise my electric bill?"

No, it never touches your electric system. It generates 100% of its own power on site and may never request an operating grid connection, by contract. Only temporary construction power is drawn under normal and existing limits, disconnected within 90 days of start-up.

Ref: Title 15 amendment text §E (permanent electrical isolation) · development-agreement terms presented Aug 4 2026

2. "Will it strain the grid or cause blackouts?"

It adds zero load to the grid, no substation, no transmission line, so it can't cause a blackout: it isn't connected to anything that could.

Ref: Title 15 §E · Spanish Fork City Council, Aug 4 2026 (islanded-user discussion)

3. "Is 'never connects to the grid' actually enforceable, forever?"

Yes, three ways: the ordinance requires permanent isolation demonstrated in the electrical design; the development agreement records it as a covenant enforceable by injunction, binding successors; and physically no interconnection facilities exist to use. An annual certification confirms it, every year. In addition to the iron clad enforcement, it is a massive scale industrial effort to modify the grid and the onsite power system

Ref: Title 15 §E · development-agreement covenant (recorded; runs with the land; committed before final approvals)

4. “Is the city or state paying them anything?”

Nothing is requested from the city or the state: no fee waivers, utility concessions, or subsidies; full tax is paid. Standard federal energy incentives apply, and Utah law automatically exempts qualifying data-center equipment from sales tax; we name that so you hear it from us.

Ref: Utah Code §59-12-104 (statutory exemption) · council record Aug 4-18 2026

5. “Will it raise my gas bill or compete for our gas supply?”

Its gas arrives through a new dedicated line, about \$14M, paid entirely by Volition, capacity confirmed by Enbridge, separate from the supply serving homes and businesses, purchased through its own transportation arrangements, not the residential pool. Residential service holds curtailment priority under state rules in any extreme event.

Ref: Enbridge Gas Utah engineering approval (Aug 4 2026 record) · Utah PSC curtailment framework

6. “How much gas will it burn every year?”

Technically, zero. Since we do not burn any gas. However, about 14.9 million MMBtu a year is expected to be consumed at full build, roughly 40% of what Utah’s industry uses today and about 5% of all gas used in the state. The air permit caps it at 24.5 million; the cap is enforced through daily metered fuel records.

Ref: Utah DEQ Intent to Approve DAQE-IN163550001-26 (fuel cap 23,836 MMscf) · U.S. EIA, Utah natural gas consumption 2024

7. “What happens when fuel cells fail or the gas is interrupted? Diesel backups?”

No diesel generators, ever, by covenant. Redundancy is in the fuel-cell blocks themselves (393 MW nameplate against 250 MW of computing load, ~120 independent blocks); if power is short, the facility simply computes less. The difference between the nameplate and the computing load is the system's own backup system. Neighbors notice nothing: it was never on their grid.

Ref: Utah DEQ Intent to Approve (1,210 units / 393.25 MW) · development-agreement no-diesel covenant

8. “Is there any limit on how big the generation can get, here or citywide?”

This site is fixed by its air permit at 1,210 units / 393.25 MW nameplate, and the ordinance requires generation scaled to on-site load only, under the per-site cap being finalized with the Council. Citywide, every facility needs its own approval; the Council controls aggregation project by project.

Ref: Utah DEQ Intent to Approve · Title 15 amendment text (revised language in progress with Council)

9. “Has anyone ever run a data center this big on fuel cells alone?”

Not yet at this size with no grid, but fuel-cell campuses roughly ten times this size are contracted and under development (Oracle’s New Mexico campus, up to 2.45 GW; Cheyenne, Wyoming, 1.8 GW). Here it comes in ~25 MW blocks under the capped total, each block proving itself before the next.

Ref: Oracle / Bloom Energy announcement, Apr 2026 · POWER Magazine, Jan 2026 · Planning Commission Aug 5 2026

10. “Why should we be the first? Come back when it’s solar or nuclear.”

The honest trade: fuel cells today emit more than 40% less carbon than grid power and a small fraction of combustion pollution, and the covenants don’t expire if better technology arrives.

Ref: Utah DEQ Intent to Approve (emissions table) · EPA eGRID / EIA grid intensity



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AIR

VOLITION'S POSITION

Volition's air story rests on a single design fact: nothing on this site burns. The fuel cells convert gas electrochemically, no flame, no turbines, no engines, no diesel, which is why the state's draft permit for the entire full build totals about 5 tons of NO_x a year, roughly the same as a regional hospital, in a valley where the existing inventory is measured in hundreds of tons. We publish the permit numbers, the comparisons, and the enforcement mechanics, because on air quality this community has earned the right to check rather than trust.

QUESTIONS & ANSWERS

1. "Will there be smokestacks or fumes?"

No combustion, no flame, no smokestacks, no diesel generators. The fuel cells convert gas electrochemically, and the permit carries a no-visible-emissions condition.

Ref: Utah DEQ Intent to Approve DAQE-IN163550001-26 (Aug 4 2026)

2. "What's actually permitted to come out of it?"

The state's draft permit, an Intent to Approve, in public comment through Sep 5, which becomes the enforceable Approval Order when finalized: about 5 tons of NO_x a year, 22 of CO, 17 of VOC, 0.12 of particulates, 0.01 of SO₂, for the entire full build. Anyone can read it.

Ref: Utah DEQ Intent to Approve DAQE-IN163550001-26, emissions table

3. "How does that compare to something I can picture?"

About the same NO_x as a regional hospital (~5 t/yr), and less than 1% of the NO_x already produced in Spanish Fork. A comparable gas-engine data center permitted in Utah this year is allowed 129 tons a year - 19 times "dirtier" than this one.

Ref: Utah DAQ permit records · Planning Commission Aug 5 2026 (staff comparison)

4. “The canyon wind blows right over our homes. Downwind means us.”

The permit’s totals are everything there is to blow anywhere: about 5 tons of NO_x across a year. The state found the emissions too small to require dispersion modeling under its health-protective screening rule.

Ref: Utah DAQ Engineer Review, project N163550001 · Utah Admin. Code R307–410

5. “I read gas-turbine data centers harm public health.”

That reporting is about combustion turbines. There are none here; no turbines, no engines, no diesel; that’s why the permitted numbers are a small fraction of a turbine site’s.

Ref: Utah DEQ Intent to Approve (non-combustion source category)

6. “With the inversions and fires, our air is already bad. Why add anything?”

Fair, anything above zero is real. The comparison that matters: this building’s likely alternative is the warehouse use it was built for, roughly 7,000 truck trips a month. This project replaces that with a few hundred commuter trips a day.

Ref: ITE Trip Generation Manual, 11th ed. (LUC 154/155 vs 160) · Spanish Fork Municipal Code §15.3.16.120

7. “Couldn’t the next applicant pollute far more under this same ordinance?”

Honestly, yes, that’s the gap. This facility is permitted at ~5 tons of NO_x; the ordinance’s ceiling for any applicant is the federal 100-ton major-source threshold. If the Council wants the floor closer to fuel-cell performance, the lever is making the ultra-low-emission tier mandatory, a choice we don’t oppose.

Ref: Title 15 amendment text §G · Clean Air Act nonattainment threshold

8. “Is there continuous monitoring, or are we trusting a spec sheet?”

Neither one: compliance runs on daily metered fuel records against the permit’s annual fuel cap, visible-emissions checks, the manufacturer’s binding emissions guarantee, and state inspection authority. That’s the standard architecture for a non-combustion minor source. The meter, not the spec sheet, is what’s enforced.

Ref: Utah DEQ Intent to Approve, conditions II.B.1 · Utah DAQ compliance framework

9. “Will it get dirtier as the fuel cells age?”

Aging power generation technologies lose efficiency, not their emissions certification, and the fuel cap bounds total emissions no matter the age. Fuel cells are replaced on a service cycle under a long-term service agreement, and the certification applies continuously, not just when new.

Ref: Utah DEQ Intent to Approve (fuel cap; certification condition) · Bloom Energy long-term service agreement

10. “Will emissions be checked by someone besides you?”

Yes, the state enforces the permit through fuel records and inspection, and our annual public report shows fuel burned and calculated emissions against the cap, plus any notice of violation, the year it happens.

Ref: Utah DEQ Intent to Approve · development-agreement annual-report commitment



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NOISE

VOLITION'S POSITION

Volition treats noise as the promise most often broken elsewhere, and so the one that has to be over-engineered here. The limits are set where people live, 55 dBA at any home, at any hour. The acoustic modeling presented publicly in August puts the facility below the highway that's already there, a change under the threshold of perceptibility. What makes this different from every story residents have read is the proof structure: a baseline measured before construction, octave-band results so low-frequency sound is visible, independent testing after every phase and every year, and remedies with deadlines when anything fails.

QUESTIONS & ANSWERS

1. "Will I hear it from my house?"

The binding limit at any home is 55 dBA at any hour; the modeled levels at the nearest homes are 40–50 dBA, below the highway you already hear there, a predicted change under 3 dB, the threshold of perceptibility.

Ref: Title 15 amendment text §6 (65 fence / 55 residential) · acoustic consultant public presentation, Aug 13 2026

2. "What does the equipment actually sound like up close?"

Fuel-cell cabinets are rated under 65 dBA at ten feet, no turbines, no engines. The other significant sources are cooling fans in the dry-cooler yard and transformers, screened and modeled together at full load.

Ref: Bloom Energy Server 6.5 datasheet · acoustic consultant public presentation, Aug 13 2026

3. "Data centers hum 24/7. Even 'quiet' is constant."

True, which is why the limit applies at the homes at any hour, not averaged over a day, with a nighttime measurement window in every test.

Ref: Title 15 §6 (any hour) · Spanish Fork Municipal Code §9.32.050

4. “What about the low-frequency hum that comes through walls? dBA hides it.”

Correct, dBA alone doesn't capture it, including the 120 Hz transformer hum every electrical facility has. So the record will show octave-band (spectral) results where that hum is visible, a 5 dB penalty applies to any prominent tone, and a pre-construction baseline makes any change provable.

Ref: ANSI/ASA S12.9 (prominent-tone penalty) · open-house record Aug 13–15 2026

5. “Who does the testing, your people?”

No, an independent acoustic consultant reasonably acceptable to the City, after each phase is energized and annually thereafter, plus complaint-triggered retests. Results are public.

Ref: Development-agreement testing protocol (committed before final approvals)

6. “How would I ever prove it if it gets loud?”

You wouldn't have to argue from your porch: exterior noise monitors with public reporting, a resident's suggestion at the open house, adopted, plus complaint-triggered spectral testing you can invoke through the City.

Ref: Open-house record Aug 15 2026 · Title 15 complaint-testing authority

7. “If it passes the meter but still ruins my nights, then what?”

The obligation is to fix the source, not argue the meter: a mitigation plan within 30 days, completion within 120, nighttime curtailment of the offending equipment in the interim, and stipulated damages accruing until a retest passes.

Ref: Development-agreement remedies (30/120-day ladder, curtailment, damages; committed before final approvals)

8. “The Sterling, Virginia neighbors were told the same thing and can't use their yards.”

Sterling's complaints are about diesel generators and different chillers, which this contract bans. Different equipment, and here the numbers are covenanted at the homes with a pre-build baseline, which Sterling's neighbors never got. In addition, Spanish Fork already has a rigorous noise ordinance in place.

Ref: WJLA, Loudoun County noise complaints (2025) · development-agreement covenant

9. “Provo rejected this over ‘harmful frequencies.’ Why should we accept it?”

Provo adopted rules that don’t allow on-site generation, and we respect that. Spanish Fork instead wrote the most detailed and enforceable data-center noise standards of any Utah city, limits at the homes, baseline, spectral reporting, independent testing, and we accepted every part of them.

Ref: Provo Planning Commission Report of Action, Mar 25 2026 · Spanish Fork Planning Commission Aug 5 2026

10. “What if you’re wrong and my home becomes unlivable?”

Then we’re in breach of a contract with the city, measured against a baseline taken before we built, with correction deadlines, curtailment, damages until a retest passes, and revocation available to the City. That’s the difference between this and every story you’ve read.

Ref: Development-agreement enforcement · Utah Code §10–20 (land-use enforcement)

HEAT

VOLITION'S POSITION

Volition's position on heat is that it is a real physical question deserving numbers, not reassurance. The facility rejects about 553 megawatts of heat to the air at full load, and we said so publicly before anyone made us. What the record shows is that the heat leaves from low-level equipment and disperses in canyon airflow. Phoenix data centers have shown that the rejected heat becomes undetectable to instruments beyond about a third of a mile. Because the Planning Commission asked for proof rather than analogy, a site-specific thermal study is committed as a development-agreement condition, published before operation.

QUESTIONS & ANSWERS

1. "Will it make my neighborhood hotter?"

The site-specific thermal study will answer that at real distances before operation. The closest measured analog, four operating Phoenix data centers, found up to +4°F right at the fence and nothing detectable past about a third of a mile (air temperature).

Ref: Sailor, Abolhassani & Martin, ASME J. Eng. Sustainable Buildings & Cities, May 2026 · Planning Commission Aug 5 2026

2. "How hot does the site itself get?"

Exhaust leaves the fuel-cell modules hot, roughly 350–380°C at the outlet, like any industrial exhaust, and disperses at the equipment; air leaving the dry coolers is tens of degrees above ambient, not hundreds. Fence-line temperatures come from the thermal study.

Ref: Bloom Energy Server 6.5 datasheet · committed thermal study (development-agreement condition)

3. "Where does all that heat actually go?"

About 553 MW thermal at full load, roughly half from fuel-cell exhaust, half from the dry coolers that cool the computers, released to the air from low-level equipment and mixed by canyon airflow; a small share (3–5%) is recovered to run cooling.

Ref: Volition system heat balance, Aug 2026 (published with the application)

4. “Is 250 MW of heat really ‘light industrial’?”

That’s exactly why the Planning Commission required a formal heat study: it’s being completed and published, not asserted, and it is committed as a development-agreement condition, not a favor.

Ref: Planning Commission Aug 5 2026 motion

5. “Heat plus our fires plus our summers, why add any?”

Built-up areas already run 1–7°F warmer than open land (EPA). The study will put this site’s number at real distances; the closest measured analog shows nothing detectable beyond a third of a mile.

Ref: EPA Reducing Urban Heat Islands compendium · ASME 2026 benchmark

6. “What about the hottest days of the year?”

The cooling plant is sized for full load at design ambient above 100°F, the same worst-case summer condition as the thermal study models, because that’s when the question matters.

Ref: Engineering design case (with the application) · committed thermal study

7. “Will the heat hurt the river or the trail corridor?”

There is no thermal discharge to any natural water body, heat goes to air from low-level sources, and the thermal study quantifies air temperatures at the river corridor specifically.

Ref: Committed thermal study scope · system heat balance, Aug 2026

8. “Will the heat study be done before or after you’re approved?”

The total heat figure is public now (~553 MW thermal). The site-specific dispersion study follows final mechanical design and is delivered before operation, as a development-agreement condition; the Commission required it and we’ve committed to it.

Ref: Planning Commission Aug 5 2026 motion · development-agreement condition



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CARBON

VOLITION'S POSITION

Volition keeps two claims deliberately separate: this facility has very low pollution, the permitted numbers are public, and it is not zero carbon. At full build the permit's ceiling is about 1.43 million tons of CO₂e a year. The comparison, which we publish with the math, is that this is more than a third less than drawing the same computing from Utah's grid, and lower than any combustion way of powering it.

QUESTIONS & ANSWERS

1. "Is this really 'clean'? What exactly do you claim?"

We claim low pollution, the state-permitted numbers, and we do not claim zero carbon. Those are different things, and we keep them separate on purpose.

Ref: Utah DEQ Intent to Approve DAQE-IN163550001-26 (Aug 4 2026)

2. "So how much CO₂ does it emit?"

About 1.43 million tons a year at full build, the permit's potential-to-emit ceiling (1,434,855 short tons).

Ref: Utah DEQ Intent to Approve, emissions table

3. "How does that compare to something real?"

More than forty percent less than drawing the same power from Utah's grid, and lower than any combustion way of powering the same computing. The math is published with its sources.

Ref: EPA eGRID (Utah grid intensity) · EIA heat rates

4. "That's a big number. What's the honest way to size it?"

The same computing on grid power would emit more, and the permit's fuel cap locks in what this site can emit. Pollution is a separate question, about 5 tons of NOx a year for the whole site, which is a very small number.

Ref: Utah DEQ Intent to Approve (fuel cap; emissions table) · EPA eGRID

5. “Didn’t you understate the CO₂ at the Planning Commission?”

Yes, we understated it, and we’ve since corrected it on the record: about 1.43 million tons a year at full build. The accurate claim is more than forty percent below grid, and the math is published.

Ref: Planning Commission Aug 5 2026 record · correction on the public record (Aug 2026)

6. “Why not just use the grid, then?”

Grid power for the same computing would mean materially more carbon, and put this facility's load on the system your home depends on. Off-grid is both the lower-carbon and lower-risk option today. Our emissions numbers are fractions of the grid equivalent.

Ref: EPA eGRID · Utah SB 132 (2025) large-load framework

7. “Could they quietly switch to a dirtier fuel later?”

No. The air permit is natural-gas-only, enforced through fuel purchase records. Any fuel change requires a state permit modification. The fuels the ordinance even allows, renewable gas, hydrogen, biogas blends, would lower emissions, and still require the process.

Ref: Utah DEQ Intent to Approve (fuel restriction) · Title 15 amendment text (permitted fuels)

8. “Doesn’t building AI data centers at all cook the planet?”

The computing is coming somewhere, on some power source. The only question a city controls is whether it happens well below grid carbon, with zero grid draw, under an enforceable cap, or somewhere else without any of that.

Ref: Utah DEQ Intent to Approve (fuel cap) · Title 15 §E, §G



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ACCOUNTABILITY & PROCESS

VOLITION'S POSITION

Volition's answer to 'why should we believe any of this' is that belief shouldn't be required. Every commitment is written down, mapped, and enforceable somewhere a resident can point to. We are working with the City Council now on revised text-amendment language and the commensurate development agreement, and we've put a comprehensive accountability matrix in front of the Council that maps every commitment to its enforcement home: Title 15, the development agreement, or local, state, and national code. No statute forces the council's timing. The process runs at the city's pace, in public, and the covenants we've offered are built to outlast us. They run with the land, bind any successor, and give the City remedies that work on the facility, not just on our word.

QUESTIONS & ANSWERS

1. "This has been rushed. Put it on the ballot, or slow down."

The pace belongs to the Council. No statute or contract compels action on any date, and we've said publicly we support the Council taking the time it needs. The amendment text has been public since July 15, and we're now working on revised language with the Council, in public, at the city's pace.

Ref: Utah Code §10-20 (legislative text amendment) · Title 15 amendment filed Jul 15 2026 · council record Aug 2026

2. "Where does the process actually stand right now?"

The Council is considering revised text-amendment language and the commensurate development agreement; the state's draft air permit is in public comment through September 5. Nothing is bought, built, or vested. Every step, site plan, permits, the agreement itself, happens in public.

Ref: Council record Aug 2026 · Utah DEQ Intent to Approve (comment period)

3. "How do we keep track of everything you've promised?"

A comprehensive accountability matrix, now in front of the Council, maps every commitment to where it's enforceable, the Title 15 ordinance, the development agreement, or existing local, state, and national code, so nothing rests on memory or goodwill.

Ref: Accountability matrix presented to City Council (Aug 2026)

4. “Which of your claims are still just your word?”

Today: the water estimate (until it's a permit condition), the thermal balance (until the study), jobs and wage projections (until the independent analysis), and the community contribution (until it's papered in the agreement). Already independently grounded: emissions (state permit), acoustics (independent consultant), tax mechanics (county and state records).

Ref: Utah DEQ Intent to Approve · county/state tax records · independent analyses (committed)

5. “Would you pass this ordinance for an applicant you've never met?”

That's the right test, and the text was drafted for this scenario: dry cooling, 65/55 noise limits, electrical isolation, storage standards, and decommissioning bind anyone. The one honest gap is the emissions ceiling for a future applicant, and the Council holds that authority.

Ref: Title 15 amendment text (performance standards) · council record

6. “What exactly counts as a violation, and what can the City actually do?”

Exceeding any numeric limit or breaching any covenant is considered a violation. The remedies work on the facility, not just money. Also included are: injunction, permit and occupancy withholding, curtailment of the offending equipment, stipulated daily damages, security the City can draw, step-in rights with a lien, and revocation.

Ref: Title 15 enforcement · development-agreement remedies (committed before final approvals)

7. “Will we see the final agreement and studies before any vote, or are there NDAs?”

The development agreement is approved by the Council in a public meeting and sits in the packet first; it affirmatively prohibits designating compliance data as protected records. Commercial confidentiality never extends to the environmental, water, noise, emissions, or tax information the city needs.

Ref: Development agreement (public approval process) · Utah GRAMA

8. “What gets reported publicly every year?”

Metered water by category against the cap, noise tests and the complaint log, grid-isolation certificates, air-permit compliance and any notice of violation, decommissioning-security status, chemical inventory updates, incidents, ownership changes, and an independently prepared economic report, on the public website, every year.

Ref: Development-agreement annual-report commitment

9. “Companies promise, then change it during construction, or sell.”

Every commitment is a recorded covenant that runs with the land: any buyer must assume it in writing, lenders who foreclose inherit it, and design changes route back through public review. Selling the project doesn't shed a single obligation.

Ref: Development-agreement successor provisions (committed before final approvals) · Title 15

10. “Your video says data centers are inevitable, ‘the lesser of two evils.’”

According to nearly all projections, the demand for more data centers is massive, across the planet. Nothing in Spanish Fork is inevitable. Nothing is bought or built, and the council can say no. What we ask is that a yes or a no be aimed at this project's actual terms, every one of them enforceable, rather than at data centers in general.

Ref: Project public record (Oct 2025 – Aug 2026) · council record



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TAXES, JOBS & COMMUNITY BENEFITS

VOLITION'S POSITION

Volition's fiscal proposition is deliberately old-fashioned: pay full freight, ask for nothing, and let the county's own arithmetic do the talking. At full build the facility is projected to generate \$40M+ a year in property and equipment taxes across the city, county, schools, and water district, on a roughly \$4 billion private investment. Volition has not requested any incentives from the city or the state. The depreciation question was answered with both scenarios shown, not hidden. The jobs number is the honest scoped one, 100–200 permanent roles above local median wage, backed by workforce partnerships; the community contribution starts at \$500,000 a year and gets papered into the development agreement, where it binds whoever owns this building.

QUESTIONS & ANSWERS

1. "How much tax does it actually pay, and who gets it?"

At full build, \$40M+ a year across the local entities, the schools' share is by far the largest, with the city, county, and water district behind it, on a roughly \$4B private investment at standard rates. We've recommended a pre-assessment session with the County Assessor so the Council relies on the county's numbers, not ours. This is a conservative estimate that does not include the cost of chips that could double or even triple the anticipated tax revenue.

Ref: Utah County 2024 certified tax rates · Utah State Tax Commission schedules

2. "Are they getting tax breaks to come here?"

Nothing is requested from the city or the state, no tax abatements deferrals, fee waivers, or utility concessions; full tax is paid from the first block. Standard federal energy incentives apply, and Utah law automatically exempts qualifying data-center equipment from sales tax, stated here so you hear it from us first.

Ref: Council record Aug 2026 · Utah Code §59–12–104 (statutory exemption)

3. "Won't the taxable value depreciate away in a few years, like other data centers?"

Computer equipment does depreciate fast, but roughly 60% of this investment is long-life generation and infrastructure that holds value for two decades, and refreshed equipment resets to the top of the schedule. We'll publish both scenarios, with refresh and without, with the Assessor's classifications, so nobody is surprised in year six.

Ref: Utah State Tax Commission percent-good schedules · county assessor review (committed)

4. "What do the schools actually get?"

The school district's share is the largest single slice, roughly \$35M a year gross at full build. Utah's school-finance equalization means the net that stays local is smaller, on the order of \$21M, and we publish both numbers, because the district and the state share the rest by law.

Ref: Utah County certified rates · Utah school-finance equalization framework

5. "How many jobs, really, and how many for locals?"

100–200 permanent roles on site across all parties, operations, fuel-cell technicians, security, facilities, above local median wage, with local-first hiring built through UVU and Nebo CTE partnerships. The scoped number is deliberately honest: this town has heard a big jobs promise in this building before.

Ref: Council record Aug 2026 · workforce partnerships (UVU, Nebo CTE)

6. "And construction jobs?"

A peak construction workforce in the hundreds over roughly two-plus years, local-first, with over a thousand cumulative trade positions across the build, labeled that way so peak and cumulative never get conflated.

Ref: Construction workforce basis (labeled peak vs cumulative) · council record

7. "Is the \$500,000 a year real, and does it survive a sale?"

It's the floor, pledged on the public record, and it becomes binding when papered in the development agreement, where covenants run with the land and bind any successor, with the annual public report verifying payment every year.

Ref: Spanish Fork City Council, Aug 4 2026 (pledge) · development-agreement placement (committed before final approvals)

8. “Has Volition ever built or run anything like this?”

No, this is our first, and we say so plainly. It’s delivered by firms that have done it many times, the fuel-cell supplier with 1.5+ GW deployed, a national permitting firm, an EPC named before building permits, under obligations that bind the owner regardless of anyone’s résumé.

Ref: Bloom Energy public deployment record · development-agreement obligations

9. “What if the financing fails mid-project? Who’s on the hook?”

The owner-permittee is, and the protections don’t depend on its solvency: decommissioning security (letter of credit, surety, or cash at 125% of an independent estimate) is posted before first occupancy, covenants survive foreclosure and bankruptcy, and an unfinished interior retrofit leaves a usable industrial building, not a shell.

Ref: Development-agreement security architecture (committed before final approvals) · Title 15 §K

10. “What would this property do for the city otherwise?”

Its built purpose: a distribution warehouse, roughly 7,000 truck trips a month, modest equipment value, logistics wages. The data center is the same building with a step-change in taxable value (~\$550k versus ~\$40mm), a few hundred commuter cars instead of trucks, higher wages, and lower demand on city services.

Ref: ITE Trip Generation Manual (LUC 154/155 vs 160) · county assessment practice



Responses to Community Questions

August 26, 2026

NEIGHBORHOOD, HEALTH & SAFETY

VOLITION'S POSITION

Volition's neighborhood case is that this project subtracts more nuisance than it adds: the building is already there, its built-for purpose was thousands of monthly truck trips, and the data center replaces that with a quiet, dark-sky-lit, low-traffic neighbor whose every measurable impact carries a limit and a test. On health, we hold the same line we hold on carbon: we answer with evidence, not indignation. The documented pathways are noise, air, and water, each capped and independently checked, and the frightening stories circulating online trace to kinds of facilities this contract prohibits. Where the record is thin, ecology, decommissioning decades out, we've committed to independent studies and city-drawable security rather than asking for benefit of the doubt.

QUESTIONS & ANSWERS

1. "Will it hurt my property value?"

The published evidence doesn't show it: a 2026 national study finds effects that are small and slightly positive, and an Indiana four-county analysis found homes within 1.5 miles appreciating in line with the market. The one negative finding is Northern Virginia's 200-facility corridor, not comparable to one building.

Ref: Priest, SSRN working paper (2026) · IPM, Apr 13 2026 · Data Center Knowledge review

2. "I've read about cancer, miscarriages, and dead livestock near data centers."

No credible scientific evidence links data-center proximity to any of those; the circulating accounts are unverified and involve diesel-generator or chiller sites unlike this one. The real, documented pathways, noise, air, water, are the ones capped and measured in this record.

Ref: No peer-reviewed study found (search Aug 2026) · AGDAILY / Brownfield Ag News · Utah DEQ Intent to Approve

3. "What about EMF and radiation?"

Power-frequency fields from transformers and switchgear, all interior to the site, no high-voltage transmission line, which is the dominant source in residential studies. At the property line, fields are indistinguishable from background, orders of magnitude below public exposure limits; baseline and post-construction measurements go in the annual report. Volition is considering putting its corporate headquarters at this location. We're willing to be near our safe equipment daily.

Ref: ICNIRP guidelines · IEEE C95.6 · FCC RF limits

4. “Fires, batteries, fuel cells, the canyon mouth.”

No battery storage in the current design, but this may be an option as we respond to evolving power demands; if any are ever added, it must be UL 9540-listed with full-scale fire-test data and NFPA 855 review by the Fire Marshal before occupancy, ordinance text, not a promise. The fuel cells don't combust: no sparks, no flare, no generator testing, on a paved developed parcel.

Ref: Title 15 amendment text §D (UL 9540 / 9540A / NFPA 855) · Bloom Energy Server 6.5 datasheet

5. “Is our fire department ready for this, and who pays for that?”

Volition funds facility-specific pre-incident planning and training with Spanish Fork Fire, electrical isolation procedures, site and shutoff mapping, hazardous-materials inventory, a 24/7 contact, delivered before operation and updated annually.

Ref: Development-agreement commitment · adopted fire code

6. “What will we actually see from the road?”

The building that's already there. Fuel-cell cabinets are lower than the existing loading docks, with no stacks and no visible plume, screened per the ordinance's standards from streets and residential zones. Current plans also include a barrier wall.

Ref: Title 15 amendment text §H (screening) · site plan (filed at application)

7. “Lights at night?”

Full-cutoff, downward LED at 3000K or warmer, on schedules; zero spill designed at residential boundaries and the river corridor; the photometric plan is reviewed at site plan. Data centers are dark, low-activity sites at night.

Ref: Spanish Fork Title 15 outdoor-lighting standards · IES full-cutoff classification

8. “The river, the trail, wildlife.”

No thermal discharge to any natural water body; no construction access or staging on the river side; sound at the corridor at or below today’s highway-adjacent levels, and an independent ecological assessment (riparian corridor, wildlife, lighting, drainage) before final site plan, accepted as a condition.

Ref: Independent ecological assessment (accepted as site-plan condition) · acoustic consultant presentation, Aug 13 2026

9. “Years of construction, trucks, dust, noise?”

Mostly interior retrofit: heavy deliveries route on US-6, city-standard permitted hours, no nighttime exterior heavy work without approval, no staging on the river side, dust control under a stormwater permit. Any city-street damage is ours to repair.

Ref: Construction management plan (filed at site-plan review) · Spanish Fork Municipal Code

10. “When it dies someday, who pays to haul it away?”

Not you. Removal within 12 months of permanent cessation is ordinance text, and before the first occupancy an independent estimate sets city-drawable security, letter of credit, surety, or cash at 125%, refreshed every three years. The fuel cells sit on removable skids; leaving cleanly is the only way to leave.

Ref: Title 15 amendment text §K (12-month removal) · development-agreement security (committed before final approvals)