



Responses to Community Questions

August 26, 2026

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)