



Responses to Community Questions

August 26, 2026

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