

# Proposed wind farm stirs controversy in Republic and Washington counties

By Amy G. Hadachek

Belting out the words, think about it BEFORE you sign the contract," a

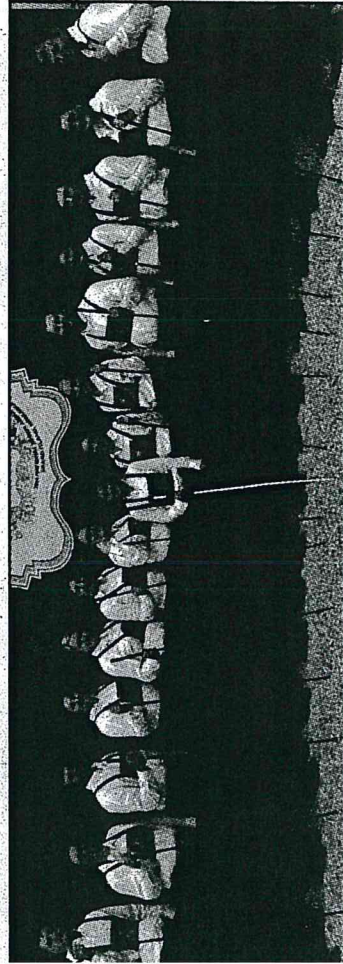
Manhattan lawyer heightened awareness about what is becoming an increasingly controversial issue of possibly erecting a wind farm in north central Kansas, during a jam-packed meeting Wednesday morning, July 7, in Cuba. More than 150 people filled the Community Hall.

"You can talk about any part of the contract now; if once you sign, there's a confidentiality clause and you can no longer talk about the contract except with your attorney or accountant, and your land is then locked to the wind project for up to 70 years. You need to go through your checklist with your attorney about what you have on your land," declared attorney Mike Irvin of the Kansas Farm Bureau Legal Foundation in Manhattan. "I do this for educational purposes; to bring an

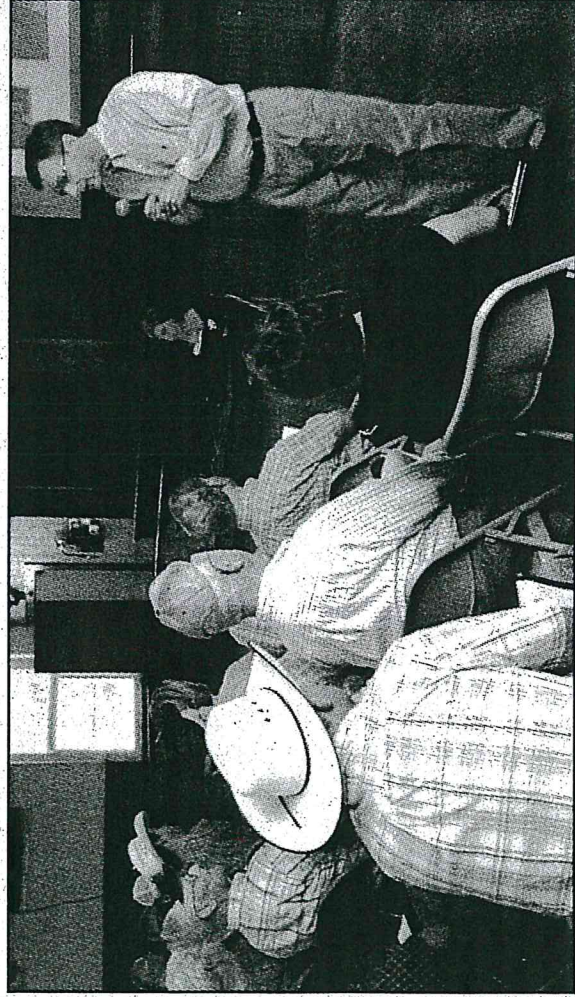
awareness. We want you to be prepared and think through this."

Some farmers took time from their remaining round of the 2016 wheat harvest to listen intently during the two-hour community meeting. Several landowners and farmers in Republic County and Washington County were recently approached by officials with NextEra Energy Resources, based in Juno Beach, Florida about the possibility of erecting the company's wind turbines and transmission lines on farmers' land to produce electricity.

After brief introductory remarks from Luke Mahin, Director of Republic County Economic Development and Doug McKinney, executive director of the North Central Regional Planning Commission regarding Kansas being one of the top focal points in the country for steady winds, the meaty presentation was all about delving through legal lan-



These outstanding showmen won top fifteen finalists at the 2016 National Junior Angus Showmanship Contest, held in conjunction with the National Junior Angus Show (NJAS), July 3-9 in Grand Island, Neb. Pictured from left are Jorli Hauge, Inona, Minn.; Leslie Craig, Harrodsburg, Ky.; Peyton Maddox, Lexington, Ga.; Tany Nikkel, Maple Hill, Kan.; Savannah Schafer, Nehawka, Neb.; Macy Perry, Prather, Ala.; Lauren Schurr, Sabillasville, Md.; Haley Herzog, Robinson, Texas; Gracia Camp, Yates City, Ill.; Courtney Young, Ventura, Iowa; Braden Henricks, Anadarko, Okla.; Abby Collison, Rockwell City, Iowa; John Knight, Montpelier Station, Va.;



Attorney Mike Irvin of Kansas Farm Bureau Legal Foundation in Manhattan delivers an extensive presentation to a packed crowd inside the Cuba Community Hall Wednesday morning, July 7, about the importance of reading and understanding any contract offered to landowners and farmers for a possible wind farm in north central Kansas.

Photo by Amy Hadachek

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ty. The subject will vary from neighbor to neighbor. Each person has to judge for themselves," Splichal said.

Irvin urged county commissioners to consider bonding. "If the company should pull out of the project, you'd have money to pull from," said Irvin.

Regarding farm tenants, "Since a tenant has exclusive rights to farm, the wind farm contract may interfere with your agreement with the tenant," Irvin advised.

The attorney also discussed CRP. "If you have put a wind turbine on your property, otherwise you're violating your contract with the U.S. government," Irvin noted.

Then, there's the indemnification clause (which absorbs losses caused, rather than seeking compensation.) "If a worker falls off a turbine and dies... a farmer may get sued," Irvin cautioned.

"I don't like their terms, and I'm not really in favor of the wind farm," said Karl Baxa, a second-generation farmer in Cuba. "They propose it with a grey area. If a worker falls, you're liable. Once you sign, they won't clarify, and they'll tromp all over your property," he added.

Landowner Paula Calkins, who owns a farm at the Washington County/Republic County line, said she came to the meeting for answers.

"I was going to sign the contract but I wanted my son to see the paperwork, and he said it looked good. I'm interested to make extra income, but I'm wondering

½ acre, on a 256-foot tower totaling 399 feet.) "If you're worried about sound, stand underneath them," advised Irvin, noting it's loud and difficult to have a conversation inside them. "The towers flicker when turning, and there's language in the contract that once a landowner signs the contract, he or she cannot complain about the turbine noise or flickering."

Two components of the project include 1) the lease; when the company can switch out wind turbines, and 2) the easement; as they'll put roads on landowners' property as well as transmission lines underground. Flat fees are based on having a substitution on property at two times the fair market value, with transmission lines and

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