

January 18, 2022

SENATE COMMITTEE ON LOCAL GOVERNMENT  
TESTIMONY IN SUPPORT OF SB 325  
SUBMITTED BY Anne Dare

Chairwoman Senator McGinn and members of the committee, my name is Anne Dare, a private citizen, and a researcher of wind development for Bourbon County since Oct, 2019.

I appreciate the opportunity to submit this testimony in support of SB 325, which I believe is needed because of certain practices of wind developers, concerning leasing of land with individual landowners in the county before conditional use permit or permission is granted by the county, and wind developer holding certain leases for thirty days or more which keeps the county from knowing the leasing has taken place in the county. Also, with the concern of leasing by wind developers outside the foot print, the area the wind developers has stated to the county they will develop in, these leased acres are called "Good neighbor," or "Courtesy" leases. Also, because of pressure that can be put on county and city leaders from the leasing before permission of conditional use permit.

A wind farm lease is an agreement between a developer and a property owner that grants the developer the necessary rights to develop turbines at an agreed upon location. In return, the property will receive monthly rental payments from the developer for a set period. This document must be registered at the County Register of Deeds office in the county the lease is located.

What I found while examining leases of Jayhawk Wind Developers, though not surprising was definitely disturbing. In short, this is what I found.

**Lease total** for County 65 leases or were signed for a total of 24,840 acres more or less.

**Early leasing before regulatory permission** 44 leases were signed before our county commissioners signed agreements on March 13, 2020, for a total of 19,087 acres more or less.

**Held leases** of those leased early - 32 leases were not recorded until after March 13, 2021.

**Leasing after Conditional Use Permit** 21 leases were signed after that date for another 6053 acres more or less.

**In all** 49 leases were held over 30 days before being recorded.

**Issue found in research** - 14 leases were signed before the largest landowner signed an option to lease. This same landowner did not sign and record a memorandum of lease until July 7, 2020. About 4 months after the county signed their agreements.

I do have other observations that I had during this process that I think you might also find interesting.

On a map of the footprint of the Jayhawk Wind project I noticed acreage outside of the footprint. Why is this necessary? These acres are called "Good neighbor," or "Courtesy" leases, given so that these landowners will speak favorably of the project. I have no idea of knowing how many of these leases there are for no labeling exists in the recording process to designate them as such. In viewing the map they are the parcels outside of the bold black lines.

During this process our county commissioners committed four KOMA violations, three of which were in direct relation to the wind energy negotiations. KOMA training and a fine were actions to be carried out by the commissioners. This was done in April 2021. I will add that one of these violations had to do with our county counselor and to date I do not know what he had to comply with. A nondisclosure agreement was also signed by all but one of the commissioners.

There was terminology used that concerned me.

"Possible litigation" was used 8 times over the course of 4 months. I cannot prove who was being referred to whether it was the wind energy company or leaseholders. I do know that a letter from a lawyer representing non-leaseholders was delivered to the commissioners during this time.

Finally, on August 25, 2020 Jayhawk Wind returned to ask that the footprint be expanded in order for other land owners to participate. It was asked of a wind official if waiting a week would jeopardize new participants from having a contract? This official answered no. However the lawyer representing the company said some landowners, "could be left out if it's delayed too long." However I do have proof that all leases were recorded on August 25, 2020 at 8:51 a.m. before the commission meeting began at 9:00 a.m. No landowner that wanted to lease was put on hold nor denied a lease because the commissioners waited until September 1, 2020 to discuss the expansion. On that date the motion to allow the expansion died for a lack of a second but the project moved forward anyway.

My overall observation is that county commissioners do not have the wherewithal to negotiate contracts on this level. The expertise needed to navigate this complicated issue is not found in most rural communities. I feel counties that are not zoned are particularly vulnerable to the magnitude that wind energy is. I humbly ask that you as legislators do all you can to put regulation in place that would help Kansas counties navigate this complicated issue.

With Respect

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