

RECEIVED

Paula L. Pedigo
1615 Payne Loop Road
Smiths Grove, KY 42171

MAY 23 2025

PUBLIC SERVICE
COMMISSION

Kentucky Public Services Commission
Kentucky State Board on Electric Generation
211 Sower Boulevard
PO Box 614
Frankfort, KY 40602

Re: 2024-00037 Wood Duck Solar, Barren County, KY
Public Comment

To Whom It May Concern:

I would like to request information from the Siting Board in regards to other projects proposed by Geenex and/or the owner, Juergen Fehr. It appears Mr. Fehr has created numerous limited liability companies (LLC's) and has submitted applications to your agency under various LLC companies and various construction companies.

Specifically, Fehr is involved with the following projects in KY – regardless of how these projects are classified in the PSC database. I am attaching a document of proof from each project. The documents are buried within the LLC documents and attorney correspondence. It appears your database tracks the construction entity versus the owner/developer in this case Geenex/Fehr who is using an LLC. (see email below from Ms. Bridwell).

1. Hummingbird Solar, 2022-00272
2. Northern Bobwhite Solar, 2020-00208
3. Bluebird Solar, 2020-00085
4. Song Sparrow Solar, 2023-00256
5. Woodpecker Solar (withdrew before filing application, but did sell to EDF and later withdrew by Woodpecker attorneys)2020-00261

There may be other projects by Geenex/Fehr that I have been unable to identify and I ask for your help in searching the databases for any additional projects with which he or his affiliate, Georg Veil may be involved. By creating new LLCs, it not only protects assets, but it conceals identity and blurs any aspect of transparency.

In an email with Ms. Linda C. Bridwell, Executive Director, on Thursday, May 15, 2025 at 04:26:12 PM CDT, Bridwell, Linda C (PSC) <linda.bridwell@ky.gov> wrote:

"Woodpecker was formally withdrawn as a project, so I have no knowledge of that one other than EDF Renewables was listed as the solar company. Northern Bobwhite's application was submitted by EDF Renewables. Hummingbird was submitted by Recurrent Energy. Bluebird was submitted by

BayWa r.e. Song Sparrow was submitted by Clearway Energy. The only project that we have listed with Geenex in KY is the Wood Duck.”

The attached documents will prove to you that Mr. Fehr, the owner of Geenex was/is involved with each project listed. This apparently was missed by PSC staff and should be corrected.

Therefore, I believe the public has a right to know about the projects he has previously submitted to the PSC and his management of the projects until they were sold. I would like to request a report from Mr. Fehr, to be verified by the PSC based on filings, etc. so that the PSC and the public can evaluate his performance and financial abilities to complete all of the projects he has started. This company has refused to identify investors and country of origin to nonparticipating members of the community and media requests.

We also know that Mr. Fehr has various projects throughout the United States and it is impossible to know the timelines and financial commitments to each. It is also impossible to know the investors and the anticipation of government financing via IRB and PILOT instruments.

Barren County Judge-Executive Jamie Byrd has stated publicly that Barren County will not issue an IRB or a PILOT agreement. The financial analysis for Wood Duck specifically states they will pursue both. We need to know how this changes the financial structure of this deal and if it is feasible in relation to all other projects that are in the planning, development, construction or operation phases.

As to a data request to Mr. Fehr/Geenex and the PSC, I am requesting a summary of the projects listed previously, and any additional projects the PSC may locate that I was unable to find via the search engines.

Please provide by project name, county, and state

- Brief summary of the project
- Number of parcels
- Number of landowners under contract with the LLC
- Date NOI was submitted
- Date the application was submitted
- Date the application was approved
- Estimated cost of project
- Date all conditions/stipulations from the PSC were met
- Date of “Notice of Construction”
- Anticipated, or actual, date of completion (producing energy)
- Name of other entities involved
- Role of other entity
- Date the project was sold and/or transferred
- Who purchased the project?
- Was there a change in the construction company? If so, why and when.

- What phase was the project in when sold? Planning, construction, operation
- When was the project in operation i.e. producing energy?
- Did the LLC sell the land lease portfolio?
- Who is currently servicing the lease portfolio (making payments)?
- What is the annual total of the anticipated residual payments to the landowners?
- For each participant, please provide a spreadsheet with payment amounts for each year.
- When did payments started to landowners
- If payments are not being made to the landowners, please provide explanation and date of termination.
- Was and IRB granted? If so, for how much?
- Was a PILOT granted? If so, for how much?
- Define role of LLC with the IRB and PILOT financing?
- Did the LLC fulfill the landscaping requirements?
- Did the LLC complete the Decommissioning Plan and if so, what was the determined amount?
- Number of acres to be decommissioned
- Date of Decommissioning plan
- Is the LLC in good standing in the state of KY? Include certificate from the Secretary of State.
- When did the LLC dissolve?
- Provide a financial analysis for each project showing cost of the project, income, liabilities, expenses, residual payments to landowners, assets, etc.

Please provide the requested information on any project with which Geenex/Fehr is currently planning, managing, or administering in ANY state.

Additionally, please provide a complete financial portfolio detailing every project with Geenex/Fehr to detail the company's complete portfolio. Include assets in foreign countries. All residual payments should be noted by project LLC name and listed as a liability.

Another reason for this request is the fact that Geenex appears to be a developer of solar portfolios **which they sell solar portfolios** to other companies near the end of the construction period. See AI summary below. There are many articles on the web about this transaction, although I cannot find a list of the 20 projects. We do not know if Kentucky projects were included in this transaction or if Kentucky projects have been sold since this article was published. Therefore, I am seeking clarification for our community.

AI Overview (Source Google)



In 2020, EDF Renewables North America (EDFR) acquired a 4.5 GW solar development portfolio from Geenex Solar, LLC. The portfolio consisted of more than 20 solar projects in the PJM region, located in 13 US states and the District of Columbia. The deal was finalized in October 2020, with some projects expected to begin commercial operation in 2023.

Here's a more detailed breakdown:

- **Acquisition:**
EDF Renewables North America acquired a 4.5 GW solar development portfolio from Geenex Solar.
- **Location:**
The portfolio included projects in the PJM region, which covers 13 US states and the District of Columbia.
- **Project Size:**
The portfolio consisted of more than 20 solar projects.
- **Timing:**
The acquisition was finalized in October 2020, with some projects expected to start operations in 2023.
- **Geenex's Role:**
Geenex Solar, a greenfield solar developer, developed these projects and was seeking a partner to bring financial and late-stage development expertise.
- **EDFR's Role:**
EDF Renewables North America, with its financial resources and long-term ownership expertise, partnered with Geenex to expand its presence in the PJM market.

AI responses may include mistakes.

We need a complete project portfolio; as well as, a complete financial portfolio of Mr. Fehr's obligations in Kentucky and elsewhere. It is known that he has projects under development and construction in other states. It is also known that he sells the portfolios, yet it is unknown as to the continuation of payments to participants/landowners, responses to concerns, project completion and management.

I have noticed that in a couple of these projects, they file a request with the PSC to seal the leases. Is this an act of concealment?

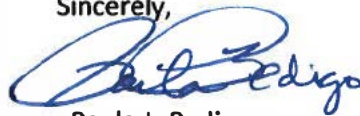
This information outlined above should be requested from Mr. Fehr to **allow the siting board complete access to all projects in which he has a financial commitment. I would like to request this information be available to the public prior to the evidentiary hearing that will be requested.**

This company has refused to answer questions at the "information meetings" and in emails about their investors or the country of origin for the funds. The air of arrogance from company officials is astounding as they readily stated the "project was approved" and they refused to answer any questions from the locals.

They have refused to answer questions from various media sources including the Barren County Progress, WKU, and of course, the National Park System which has prompted a letter of opposition.

Interesting enough, none of the projects listed above are listed on their website as under development or in construction; more secrecy and concealment. Please help to clarify the role of Juergen Fehr and Geenex in Kentucky and help provide a holistic assessment of his projects.

Sincerely,



Paula L. Pedigo

Attachments (4)

1. Submission Letter for Northern Bobwhite Solar LLC
2. Lease agreement sample for Song Sparrow Solar LLC
3. Lease agreement sample for Bluebird Solar LLC
4. Lease agreement sample for Hummingbird Solar LLC

June 26, 2020

Kenneth J. Gish
Ken.Gish@klgates.com

Kentucky State Board on Electric Generation and Transmission Siting
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

**Re: Notice of Intent to File Application of Northern Bobwhite Solar LLC for a
Certificate of Construction for an approximately 96 Megawatt Merchant Solar
Electric Generating and Storage Facility in Marion County, Kentucky**

To Whom It May Concern:

Pursuant to KRS 278.700, et seq., and 807 KAR 5:110, Section 2 Northern Bobwhite Solar LLC (Northern Bobwhite Solar) submits for filing this Notice of Intent to file an application for a Certificate of Construction for an approximately 96 MW solar and storage facility ("Northern Bobwhite Project") in Marion County, Kentucky.

a. The name, address and telephone number of the person who intends to file the application is:

Northern Bobwhite Solar LLC
1930 Abbott Street
Suite 402
Charlotte, North Carolina 28203
Telephone: (980) 237-7926
Attention: Juergen Fehr, Manager
Email: juergen.fehr@geenexsolar.com

b. The proposed construction that will be the subject of the application is described as follows:

The Northern Bobwhite Project will consist of approximately 1300 acres of solar photovoltaic panels and associated racking (approximately 96 MW), 30 inverters, storage facilities, and a project substation transformer which will connect to East Kentucky Power Cooperative's Marion County 161 kv substation near the City of Lebanon in Marion County, Kentucky.

c. The proposed Northern Bobwhite Project will be located in unincorporated Marion County, Kentucky, north of the City of Lebanon and east of Highway 55. There is

currently no street address for the proposed Northern Bobwhite Project, but the latitude and longitude of the project is 37°36'56.80" N and 85°13'45.57" W.

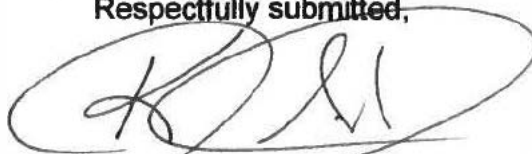
d. There is no planning or zoning commission with jurisdiction over the Northern Bobwhite Project site.

e. There are currently no local set-back requirements applicable to the Northern Bobwhite Project site.

f. Pursuant to KRS 278.04(4), the applicant plans to seek a deviation from the setback requirements found in KRS 278.704(2).

Please do not hesitate to contact me if you have any questions or need anything further.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'KJ Gish', is enclosed within a large, loopy oval scribble.

Kenneth J. Gish (KBA #93970)
K&L GATES, LLP
300 South Tryon Street
Suite 1000
Charlotte, North Carolina 28202
Telephone: (704) 331-7424
Facsimile: (704) 331-7598
ken.gish@kigates.com

COUNSEL FOR NORTHERN BOBWHITE
SOLAR LLC

EXHIBIT C.

Memorandum of Lease

THIS INSTRUMENT PREPARED BY
AND RETURN TO AFTER RECORDING:

Song Sparrow Solar LLC
7804-C Fairview Rd #257
Charlotte, NC 28226

By: _____
Juergen Fehr, Manager

COMMONWEALTH OF KENTUCKY

COUNTY OF BALLARD

MEMORANDUM OF SOLAR GROUND LEASE AGREEMENT

This Memorandum of Solar Ground Lease Agreement ("**Memorandum**") is entered into this _____ day of _____, 2019, by and between **MARTHA NELL LAMAR** (collectively, the "**Landlord**"), and **SONG SPARROW SOLAR, LLC**, a Kentucky limited liability company ("**Tenant**"), and recorded in order to evidence certain material terms of that certain Solar Ground Lease and Agreement dated _____, 20____ (the "**Lease**"). Landlord has demised to Tenant, and Tenant has accepted such demise from Landlord, the Leased Property (as defined below) that is a portion of that certain property with upon the terms and conditions set forth herein. The Premises are a portion of that certain property with Tax Parcel No. 72-14, 72-08-01 and 72-01 containing approximately 99.518 acres, located at 923 County Line Road, Boulton Lane and Boulton Road, Ballard County, Kentucky and in substantially the location set forth on Exhibit A attached hereto. The Leased Property to be confirmed by the Survey (as defined in the Lease) as provided in the Lease.

1. **Leased Property:** All that certain property more particularly described on Exhibit A is referred to in the Lease as the "**Land**". The portion of the Land delineated in the Survey and described on Exhibit B attached hereto and made a part hereof, together with "all improvements, fixtures, personal property and trade fixtures located thereon, together with all other appurtenances, tenements, hereditaments, rights and easements pertaining to the Land and the improvements now or in the future located thereon" is referred to in the Lease as the "**Premises**".
2. **Term:** Commencing upon the date of the Lease and expiring on the date that two hundred forty (240) months following the Rent Commencement Date (as defined in the Lease).
3. **Renewal Terms:** Four (4) renewal terms of five (5) years each.
4. **Right to Terminate:** Tenant has the right to terminate the Lease:

TENANT:

SONG SPARROW SOLAR LLC,
a Kentucky limited liability company

By: 

Name: _____

Title: _____

STURGEN FEHR
MANAGING DIRECTOR

assign this Lease, in whole or in part, or sublet the Premises, or any part thereof, without Landlord's prior consent but with contemporaneous notice of such assignment.

16. Indemnifications. Except to the extent caused by the negligent or willful act or omission of Landlord ~~its~~ agents, contractors, servants or employees, Tenant agrees to indemnify, defend, and hold Landlord harmless from any and all loss, liability, expense, damages or claims which Landlord may be compelled to pay or incur on account of injuries to person or property on the Premises or any other cause where the aforesaid injuries are caused by or arise out of Tenant's use of the Premises, the acts or omissions of Tenant, its agents, contractors, servants or employees, or Tenant's breach of its obligations under this Lease. Except to the extent caused by the negligent or willful act or omission of Tenant, its agents, contractors, servants or employees, Landlord agrees to indemnify and hold Tenant harmless from any and all damages or claims which Tenant may be compelled to pay on account of injuries to person or property on the Premises where the aforesaid injuries are caused by the negligent or willful acts of Landlord, its agents, servants or employees or Landlord's breach of its obligations under this Lease.

17. Quiet Enjoyment. Landlord covenants and warrants that as long as Tenant is not in default under the terms and conditions of this Lease (beyond any applicable notice and cure periods), it will defend the right of possession to the Premises in Tenant against all parties whomsoever for the entire Term, and that Tenant shall have peaceable and quiet possession of the Premises during the Term without hindrance or molestation.

18. Waiver. The waiver by any party of any breach of any covenant or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant or agreement herein contained.

19. Notices. All notices, elections, demands, requests, payments and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail, postage prepaid, or by national overnight courier service which provides tracking and acknowledgement of receipts, addressed to:

To Landlord: Gerald M. Whalen
101 S. Walnut St.
Cynthiana, KY 41031

To Tenant: Bluebird Solar LLC
7804-C Fairview Rd #257
Charlotte, NC 28226
Attention: Juergen Fehr

And to: Kilpatrik Townsend & Stockton LLP
4208 Six Forks Road, Suite 1400
Raleigh, North Carolina 27609
Attn: John Livingston

or at such other address as may hereafter be designated in writing by either party hereto. The time and date on which mail is postmarked shall be the time and date on which such communication is deemed to have been given.

20. Memorandum of Lease. Landlord and Tenant agree that this entire Lease shall not be recorded. However, contemporaneously with the full execution of this Lease, Landlord and Tenant shall execute and record (to be recorded at Tenant's expense) a memorandum of this Lease, specifying the

[Signature Page to Assignment and Assumption Agreement]

Executed and delivered to be effective as of the Effective Date.

ASSIGNOR:

Hummingbird Solar LLC,
a Kentucky limited liability company

By: 

Name: **Juergen Fehr**


Title: **Manager**

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG)

I hereby certify that on this 29 day of March, 2023, before me, the undersigned Notary Public in and for the State of North Carolina, at large, personally appeared Juergen Fehr, as Manager of HUMMINGBIRD SOLAR LLC, a Kentucky limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that [he/she] executed the foregoing instrument as Manager of the company, for the purposes set forth herein.


Notary Public

My Commission Expires: June 6, 2027

[SEAL]

