

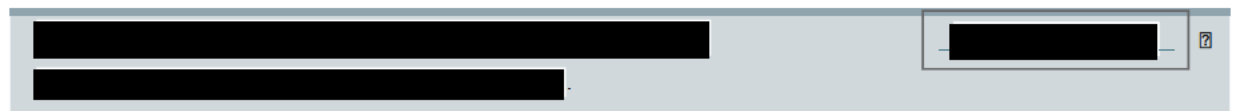
From: [PSC Public Comment](#)
To: [Eric Snyder](#); [PSC Public Comment](#)
Subject: RE: Public Comment Case No. 2024-00337
Date: Monday, October 6, 2025 4:09:42 PM

Case No. 2024-00337

Thank you for your comments on the application of Wood Duck Solar LLC. Your comments in the above-referenced matter have been received and will be placed into the case file for the Commission's consideration. Please cite the case number in this matter, 2024-00337, in any further correspondence. The documents in this case are available at [View Case Filings for: 2024-00337 \(ky.gov\)](#).

Thank you for your interest in this matter.

From: Eric Snyder [REDACTED]
Sent: Monday, October 6, 2025 3:53 PM
To: PSC Public Comment <PSC.Comment@ky.gov>
Subject: Public Comment Case No. 2024-00337



To: Linda Birdwell, Executive Director, Kentucky PSC
Members of the Wood Duck Solar LLC Siting Board

Re: [Case No. 2024-00337](#)

My Name is Eric Snyder, and I'm a resident of Barren County, Kentucky.

On October 2, I watched the hearing for the proposed "Wood Duck Solar, LLC" project, held by the Kentucky Public Services Commission's siting board.

My first observation was that the siting board appeared to only have 6 of its 7 required members selected and present.

As you know, KRS 278.702(1) identifies seven (7) board members, consisting of 3 commissioners, 2 cabinet members, and 2 ad hoc members.

While there were 7 people (not including the applicant's legal counsel) asking questions of the witnesses, only six filled these statutory slots. Ms. Hatton introduced the board as follows:

Angie Hatton, herself, Commissioner and Chair
Mary Pat Regan, Commissioner
Andrew Wood, Commissioner

John Lyons, (remote) Deputy Secretary of the Energy and Environment Cabinet
Jansen Hammock, proxy for the Sec of Economic Development
Tommy Gumm, (remote) Ad Hoc member, chair of the Barren County Planning
Commission

The other person questioning witnesses was not introduced by Ms. Hatton, but identified herself as Moriah Tussey, who I believe is General Counsel for the Kentucky PSC., and not a board member herself. Is that correct?

So where is the 7th member of the siting board? Namely the second ad hoc member?

Governor Beshear was given a request to fill these seats in a letter from Ms. Hatton dated Nov 26, 2024. While the planning commission seat is automatic, it was my understanding that our CJE, nominated a resident to fill the other seat, and the Governor rejected that nomination, as I suspect is his prerogative. I don't believe that he gets to leave that seat vacant though; we're missing an ad hoc member who resides in Barren County. Most of the residents of the county learned about this project while being told that it was already a "*done deal at the local level*". Now at the state level we don't even have the ad hoc community representative that the KRS mandates??

In addition to casting a vote, which may or may not be superfluous at this point, at a minimum, the second ad hoc member should have had the opportunity to question the witnesses, and be a participating voice in subsequent discussions.

How can this possibly be rectified?

Am I wrong? Am I missing something? Is the concept of participatory government just a quaint fairytale? On May 3, 1965, the tyrannical king in the comic strip, Wizard of ID, addressed his subjects about the need for peace and harmony. He tells them, "We must all live by the golden rule.....Whoever has the gold, makes the rules." Is this what we have?

The idea has not been lost on me that it's very likely that I'm saying things unpopular with powerful people. My own, immediate self-interest would probably be best served by saying nothing. But I want what's best for my community. I try to live, and do business myself, by endeavoring to forge win-win outcomes with others. Win-lose scenarios are for sports, or for life and death situations. But in civilized society, crafting a win-win outcome serves everybody. For this to occur here, I feel that it's paramount to have community involvement. I have yet to see this happen on any impactful level. Instead, this process has been running roughshod over any concerned members of the community.

Seeing as there was no community member, seated in the 2nd ad hoc chair, it's my hope that the siting board consider any thoughts, observations, and questions that might be received in the

coming days, with an appropriate weight and gravity, as if they were coming from that missing 7th member.

Thank you to the members of the siting board who did participate and contribute at the hearing. There were many good questions being asked, and I did hear many of the community's concerns being at least mentioned. It is my hope that some of these concerns continue to be taken to heart, explored, and resolved in the most beneficial way.

I'd like to highlight the items that stuck out to me, listening to the questions and testimony, and add some questions that still linger in my mind:

1. The "corporate structure" of Wood Duck was questioned by Ms. Tussey, and the witness confirmed that Wood Duck is a shell that has 0 employees. Their plan is to get this project approved, and sell it to a "long time owner", who will hire the EPC contractor, and own the project for an unspecified period.

Being that the "corporate structure" consists of nested LLCs, and that the owner of Wood Duck Solar LLC is yet to be disclosed, how can the character, community involvement, and integrity of an unknown company be evaluated? How can they demonstrate a commitment to the community? What does this say about Geenex's commitment to the community if they plan to sell immediately. At a minimum, shouldn't the identity of the purchaser of Wood Duck be disclosed now, so that their credentials can be evaluated, if that is part of the criteria for approval?

2. It was asked if the lease documents could be shared with the siting board, and the witness said that "redacted" leases probably could be. My follow up question would have been, "what is the nature of these proposed redactions?" Are we talking about redactions to protect a property owner's sensitive information, or redactions of any terms that Geenex doesn't want to share? The question of ownership and transfer of ownership, and what that means for landowners should be reviewed. Since ownership will change on day 1, are any of the terms of the agreement also subjected to substitution unilaterally? I'm asking because this is a common practice in the rooftop solar panel industry, where homeowners think they're going to pay one low price for the panels that they're leasing, only to find that amount increase each time a new owner buys their contract. Over time, a rosy deal to lower a homeowner's power bill turns into a price gouging commitment that they can't get out of. I have seen this happens. I'd like to not see this happen to members of my community.

3. Would the siting board like to ask what the company and its consultants mean when they say, “local jobs”? It was the testimony of a witness that there are no solar installer workers in Kentucky. Previously we saw public comments from LiUNA (Laborers’ International Union of North America), advocating for the construction jobs that this project would create. LiUNA spans the US and Canada. Is “North America” what is meant by local? Technically it’s local compared to other continents. And being that Geenex won’t be participating in the construction process, is this even a question that they can answer? If part of their promise is to create local jobs, how can that promise be kept, if there are no local workers qualified, and Geenex will not be responsible for construction?
4. There was acknowledgement that 107 acres of trees were cleared (after the lease agreement was signed?), and Mr. Lyons informed the witness that Geenex was still liable for a \$5,300 fee per acre, for doing such, given the swarming Indiana bat habitat. Another witness testified that the total cost of fees, amounting to 1.2 million, per Mr. Lyons’ estimate, could be an issue for the company, and may require a site re-design, if such a fee were going to be imposed. Given that testimony, it makes me wonder, was the property owner instructed to remove these trees in the hope of avoiding these fees? Could doing such have been part of a pre-condition by the company for leasing their property? Could this be something that the company might want to ‘redact’ before sharing the agreement with the siting board? The testimony of the witness stated that the company provided no direction, and that the owner took it upon themselves to clear the land. I’d like to know why the property owner would do that, if it wasn’t required of them? It must have come up that their land would need to be cleared. If I were an owner, I’d want to make sure that every hurdle had been overcome before committing to such an endeavor, so that I knew I wasn’t clearing my woodlands for nothing.
5. A witness testified that per his studies in North Carolina, property values around solar farms actually increase. This North Carolina study, apparently, **was** his basis for drawing that same conclusion here. I’d like to point out that Barren County, Kentucky is quite a different property market than North Carolina. North Carolina has been booming, with several large tech and biotech companies expanding there in the past several years, and property values have been skyrocketing. We don’t have the same economic drivers in Barren County, and land value in our rural setting is certainly not increased by proximity to an industrial solar farm. I find such an assertion ludicrous. I would love for the witness to explain how the jigsaw layout is going to be beneficial for non-participating adjacent property owners, surrounded by solar. Which factors most enhance their property values? The aesthetics? The heat generated? The inverter noise? The displaced wildlife? It’s been very difficult to find a legible map of this project, so I had to piece one together myself months ago. As such, it may have inaccuracies, but considering the following images of some of the

adjacent properties, how much of an increase in property value are these owners likely to see? If, for some reason, despite the wisdom from North Carolina's experience, these owners experience falling values, what can be done to make them whole?







6. A few times, a question was asked, and the reply was given that, “that person no longer works for the company.” What happened to Kelly Pope? Why was she fired? How is it OK that there is nobody to answer Ms. Hatton’s questions about donations that were made? Did she or the company have any expectation of quid pro quo when donations were made at the behest the CJE? A letter had been written by the PSC to the CJE telling her that she should not have any communication with Geenex, as an automatic member of the siting board. While this statement was made inaccurately (as our CJE is not a member of the

board), it was not retracted publicly until August. Was Ms. Pope under the impression that she was making a donation at the request of a member of the siting board? Did the company fire Ms. Pope because of this action, or because this action became public, since the timeline would indicate that this likely was a contributing factor in her dismissal?

7. Mr. Lyons stated that he was uncomfortable supporting this project in the absence of approval from Mammoth Cave NP. In April of 2025, Park Superintendent Barclay Trimble sent a letter to the Kentucky PSC, stating that the park had concerns for their 160 species, including one that is endangered and found exclusively in the Mammoth Cave system. In his letter, he stated that outside contamination can and does leak into their cave system, and that Geenex Solar had not responded to multiple attempts, over several months, to get answers for their concerns. It would be nice to know if snubbing the NPS is part of Geenex' commitment to the community, because actions like this would seem to demonstrate the opposite.

Legal counsel for Geenex, at the hearing, stated that he had not had any luck communicating with Mammoth Cave NP, and wasn't hopeful that he would be able to obtain such an approval, citing that lack of communication. He further stated that he and the former director, Kelly Pope, had met with Mammoth Cave N.P. during which they claim to have alleviated the park's concerns, but received no documentation retracting the former letter of non-support, and neither he, nor Ms. Pope will testify about what transpired in that meeting.

I certainly hope that this response is not considered as sufficient in addressing the matter. I would like to know what concerns, and what criteria, if any, the park would expect. This matter seems unresolved, and a simple "we tried" does nothing to mitigate the situation.

8. One of the "benefits" to the community has been Geenex's assertion that there would be an increase in property tax and school tax receipts. It's my understanding that once this land transitions from agricultural land to a public utility, that the local Barren County PVA will no longer have taxing authority, and it will be assessed by the Kentucky Department of Revenue, with a certain amount of property tax apportioned back to Barren County. Where did they come up with their numbers? Are they at all in line with what the KY DOR will assess? I'm trying to tally 'benefits' for the community, and we've got few if any local jobs created, prime farmland taken out of use for 40 years, electricity that's being generated for other markets, and property tax revenue. So it would seem this might be the only remaining benefit to the area if it even exists. The only figures I've seen come from Geenex with the caveat, "could be as high as", which is hardly concrete.

As a final thought. As a resident of Barren County, I've seen numerous businesses open here. In general, the community is excited about new growth and opportunity. We're eager and open to most things that will add to the quality of life in our area. The one exception that I've seen is this solar project. Aside from one landowner, the only people who have spoken on their behalf are from outside the area. Their community engagement, to my knowledge, started with approaching our planning commission and getting favorable setback requirements before anyone affected knew of their intentions. I'm not aware of any efforts that have been made to collaborate with non-participating landowners. They were only allowed to know of what was going to happen around them when it was a "done deal". To truly invest in the community should require a long-term partnership, striving for mutual benefit, but Geenex will take their profit from selling Wood Duck, and move on, irresponsible for any future outcome, leaving Barren County subject to a 40 year relationship with the highest bidder. The lack of transparency regarding long term ownership, lack of cooperation with neighbors and the National Park, sketchy donations, and dubious land clearing sum up to demonstrate a pattern that indicates a strategy to skirt regulations, manipulate stakeholders, and obscure intentions to achieve its goals. Is this a win-win for Geenex AND Barren County? Barren County, the National Park, and immediate neighbors cannot be left holding the bag while out of state entities profit from our land and resources.

Thank you

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