

February 28, 2022

Via Electronic Mail & Hand Delivery

Mr. Adam Renfandt
Public Utility Analyst
North Dakota Public Service Commission
600 E. Boulevard, Dept. 408
Bismarck, ND 58505-0480
arenfandt@nd.gov
ndpsc@nd.gov


In re: Tatanka Wind Power, LLC
Proposed Decommissioning Financial Assurance
Case No. PU-10-073
Our File No. 010268-000001

Dear Mr. Renfandt:

I am writing on behalf of my client Tatanka Wind Power, LLC (“Tatanka”), a subsidiary of Acciona Wind Energy USA LLC (“Acciona”), in response to your request for additional information regarding Tatanka’s proposed financial assurance. To meet its financial assurance obligations, Tatanka proposes to file a surety bond utilizing the Commission’s current bond template, a copy of which is attached hereto. The bond will be issued for the full amount of \$9,478,100.00 consistent with Tatanka’s approved decommissioning cost estimate. The surety will be Euler Hermes North American Insurance Company (“Euler Hermes”). For reference, Tatanka’s proposed surety and bond duration are consistent with the terms utilized by Tatanka affiliate and Acciona subsidiary Velva Windfarm LLC for its surety bond in Case No. PU-10-109.

Please feel free to contact me with any questions or if you would like to discuss.

Sincerely,


Casey A. Furey

CAF/lh

Enc.

cc: Brian Johnson (via email)
Emilie Beavers (via email)

30 PU-10-73 Filed 02/28/2022 Pages: 5
Letter regarding proposed Financial Assurance
Tatanka Wind Power, LLC
Casey Furey, Crowley Fleck, PLLP



DECOMMISSIONING SURETY BOND
 PUBLIC SERVICE COMMISSION
 PUBLIC UTILITY DIVISION

PRINCIPAL	Name Tatanka Wind Power LLC, a subsidiary of Acciona Wind Energy USA LLC			
	Address 55 E Monroe	City Chicago	State Illinois	Zip Code 60603
SURETY	Name Euler Hermes North America Insurance Company			
	Address 800 Red Brook Blvd	City Owings Mills	State Maryland	Zip Code 21117
Bond Number	Penal Sum \$9,478,100.00			

We, the above named PRINCIPAL and SURETY, licensed to do business in North Dakota, are bound to the State of North Dakota (“STATE”) through the Public Service Commission (“COMMISSION”) in the penal sum of Nine Million Four Hundred Seventy-Eight Thousand One Hundred and 00/100 (\$9,478,100.00) good and lawful of money of the United States of America to be paid to the COMMISSION. The PRINCIPAL and SURETY, jointly and severally, bind themselves, their heirs, legal representatives, successors, and assigns, under this obligation. This obligation covers decommissioning and reclamation activities and performance requirements under North Dakota Century Code Section 49-02-27 and North Dakota Administrative Code chapter 69-09-09 (together, the “REQUIREMENTS”).

WHEREAS, the said PRINCIPAL owns and operates the Tatanka Wind Farm, located in Dickey County, North Dakota at 10002 359th Ave SE Ashley, North Dakota 58413.

WHEREAS, the said PRINCIPAL is required to provide the COMMISSION financial assurance to secure the decommissioning and remediation obligation pursuant to the STATUTE and wishes to provide this BOND to satisfy the terms of the STATUTE.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS AS FOLLOWS: If the PRINCIPAL faithfully performs decommissioning and remediation of the above listed commercial wind energy conversion facility in accordance with the Decommissioning Plan, the REQUIREMENTS, and to the satisfaction of the COMMISSION, then this obligation shall be void; otherwise it shall remain in full force,

PROVIDED, HOWEVER, THAT THIS BOND IS EXECUTED BY THE PRINCIPAL AND SURETY AND ACCEPTED BY THE COMMISSION SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

1. The term of this BOND is for 18 years, beginning on EFFECTIVE DATE OF BOND [Proposed March 8, 2022], unless released by the COMMISSION prior thereto or canceled as provided below.
2. The liability of the SURETY shall not be discharged by any payment or succession of payment under this BOND, unless and until such payment shall amount in the aggregate to the penal sum of the BOND but in no event exceed the penal sum of the BOND.
3. The SURETY shall become liable on this bond obligation only when the PRINCIPAL has failed to fulfill the condition described above as determined by the COMMISSION. Upon notification by the COMMISSION that the PRINCIPAL has failed to perform as guaranteed by this BOND, the SURETY shall make prompt payment of the demand of the full amount, or portions thereof, requested by the COMMISSION to be used for decommissioning and remediation of the above listed commercial wind energy conversion facility.
4. No right of action shall accrue under this BOND to or for the use of the benefit of anyone other than the COMMISSION or its successors or assigns. No assignment by the PRINCIPAL shall be effective without the written consent of the SURETY and the COMMISSION.
5. During the term of this BOND, the SURETY shall notify both the COMMISSION and PRINCIPAL by certified mail 120 days before any cancellation of this BOND. If the PRINCIPAL does not establish substitute financial

assurance with written approval from the COMMISSION or receive COMMISSION approval that facility decommissioning and remediation is complete within the 120 days after receipt of a cancellation notice, the BOND may not be cancelled.

6. The SURETY shall give prompt notice to the PRINCIPAL and the COMMISSION of any notice received or action filed alleging the insolvency or bankruptcy of the SURETY, or alleging any violations of regulatory requirements which could result in suspension or revocation of the SURETY's license to do business in North Dakota. If, by reason of bankruptcy, insolvency, or suspension or revocation of its license, the SURETY is unable to fulfill its obligations under the BOND, the SURETY shall immediately give notice to the PRINCIPAL and the COMMISSION.
7. If the PRINCIPAL provides substitute financial assurance as specified by the REQUIREMENTS and obtains the COMMISSION's written approval for such financial assurance, then this obligation shall be null and void, otherwise it is to remain in full force and effect.
8. This instrument must be construed and is subject to the laws of the State of North Dakota. Any action arising out of this instrument or the subject matter hereof must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. SURETY and PRINCIPAL agree to exclusive jurisdiction of this court and waives any claim of lack of jurisdiction or *forum non conveniens*, or that this instrument or the subject matter hereof may not be enforced in or by such court.
9. The above terms and conditions of this BOND will be deemed accepted or approved by COMMISSION motion. Upon COMMISSION motion accepting or approving this BOND, this instrument is fully executed.

IN WITNESS WHEREOF, said PRINCIPAL and SURETY have caused these presents to be executed in their names and by their seals to be hereunder affixed on this _____ day of _____, 20__.

Bond Number: _____

EXECUTION BY PRINCIPAL

By: _____ Name: _____ Title: _____

By: _____ Name: _____ Title: _____

ACKNOWLEDGMENT OF PRINCIPAL

State of _____)

County of _____) ss.

On this ____ day of _____, 20__, before me personally appeared _____ and _____, known to me to be the _____ and _____ of the corporation that is described in and who executed the within instrument, and acknowledge to that such corporation executed the same.

(SEAL) _____ My Commission Expires _____
Notary Public

EXECUTION BY SURETY

(SEAL)
By: _____ Name: _____ Title: _____
Attorney-in-Fact or Authorized Officer Address _____

ACKNOWLEDGMENT OF SURETY

State of _____)

County of _____) ss.

On this ____ day of _____, 20__, before me personally appeared _____ known to me to be _____ of the corporation that is described in and that executed the written instrument, and acknowledged to me that such corporation executed the same.

(SEAL) _____ My Commission Expires _____
Notary Public

*Attach a current certified copy of a board resolution or bylaws that authorize those individuals to execute surety bond documents for the principal attorney-in-fact, President, Secretary, or other officer of the Surety Company authorized to sign this document.

** Attach Power of Attorney or other certified authorization.