

Casey A. Furey  
100 West Broadway, Suite 250  
P.O. Box 2798  
Bismarck, ND 58502-2798  
701.223.6585  
cfurey@crowleyfleck.com

July 1, 2020

*Via Electronic Mail*

*ndpsc@nd.gov*

Mr. Steve Kahl  
Executive Director  
North Dakota Public Service Commission  
600 E. Boulevard, Dept. 408  
Bismarck, ND 58505-0480

In re: Wilton Wind Energy I, LLC  
Decommissioning  
Case No. PU-10-102  
Our File No. 035218-000023

Dear Mr. Kahl:

I am writing on behalf of Wilton Wind Energy I, LLC (“Wilton Wind I”), an indirect, wholly-owned subsidiary of NextEra Energy Resources, LLC (“NextEra”), regarding the Commission’s decommissioning rulemaking in Case No. PU-19-291 that establishes new decommissioning requirements for non-jurisdictional wind facilities effective July 1, 2020. Wilton Wind I owns and operates the Wilton Wind I Energy Center (“WEC”) located in Burleigh County, North Dakota (formerly owned and operated by NextEra’s indirect, wholly-owned subsidiary FPL Energy Burleigh County Wind, LLC).

On June 27, 2018, the Commission approved the WEC’s decommissioning plan and cost estimate filed in Case No. PU-10-102 (Docket Nos. 4 & 14). Wilton Wind I hereby provides notice that a corresponding parent guarantee was inadvertently issued for the original decommissioning cost estimate instead of \$4,125,000.00 the amount contained in the WEC’s supplemental decommissioning cost estimate (Docket No. 14). *See* Exhibit A hereto. Wilton Wind I notified Commission staff that it is in the process of updating the parent guarantee consistent with the supplemental decommissioning cost estimate that was approved by the Commission. Wilton Wind I anticipates filing the updated parent guarantee within the next 10 to 14 days.

Sincerely,



Casey A. Furey  
Encl.

cc: Tracy Davis (via email); Patrick Fahn (via email); Adam Renfandt (via email)



Owner/Obligor <b>WILTON WIND ENERGY I, LLC</b>	Guarantor <b>NEXTERA ENERGY CAPITAL HOLDINGS, INC.</b>
Financial Assurance Number: <b>69-09-09-08</b>	Financial Assurance/Guarantee Amount: <b>\$3,960,000</b>

This Parent Guarantee is made by NEXTERA ENERGY CAPITAL HOLDINGS, INC., a corporation organized under the laws of the State of Florida (“**GUARANTOR**”). This absolute and irrevocable guarantee is made on behalf of WILTON WIND ENERGY I, LLC (“**OWNER**” or “**OBLIGOR**”), which is a subsidiary of Guarantor, for the benefit and in favor of the NORTH DAKOTA PUBLIC SERVICE COMMISSION (“**COMMISSION**”).

**RECITALS**

1. The COMMISSION has the legal authority under North Dakota Century Code section 49-02-27 to administer the requirements for wind energy conversion facility decommissioning in the State of North Dakota.
2. GUARANTOR’s indirect, wholly-owned subsidiary, OBLIGOR, owns the following Commercial Wind Energy Facility (“Facility”):

Name	Wilton Wind Energy I, LLC
Address	700 Universe Blvd
City, State, Zip	Juno Beach, FL 33408
Site Certificate Number (“Certificate”)	Not Applicable
Project Description	Project is located in Burleigh County, North Dakota
Estimated Operation Date	March 13, 2020
Decommissioning Cost Estimate	\$3,960,000

3. GUARANTOR will directly or indirectly benefit from the Facility for which the above site certificate has been issued.
4. The OBLIGOR is required to provide to the COMMISSION financial assurance to secure the decommissioning and remediation obligation of OBLIGOR pursuant to North Dakota Century Code Section 49-02-27 and North Dakota Administrative Code Chapter 69-09-09 (together, the “**STATUTE**”) and GUARANTOR desires to guarantee such obligation.
5. The GUARANTOR satisfies the requirements and criteria set by the North Dakota Administrative Code section 69-09-09-08 to allow for a Parental Guarantee.
6. GUARANTOR has full authority under the laws of the State of Florida, its articles of incorporation and its bylaws to enter into this Guarantee. GUARANTOR has full approval from its Board of Directors to enter into this Guarantee.

7. The GUARANTOR wishes to issue this Guarantee to COMMISSION to satisfy the terms of the STATUTE.
8. It is in the best interests of GUARANTOR, in the legitimate furtherance of its purposes and business, to enter into this Guarantee.

\* \* \*

9. For the good and valuable consideration, GUARANTOR guarantees to the COMMISSION that in the event OBLIGOR fails to perform decommissioning and remediation of the Facility in accordance with the Decommissioning Plan<sup>1</sup>, the STATUTE, and to the satisfaction of the COMMISSION, and the GUARANTOR does not substitute performance for the OBLIGOR upon COMMISSION request in accordance with the Decommissioning Plan, the STATUTE, and to the satisfaction of the COMMISSION, the GUARANTOR hereby and irrevocably guarantees timely payment of all obligations owing to the COMMISSION to complete decommissioning and remediation of the site. This Guarantee shall constitute a guarantee of payment and not of collection.
10. GUARANTOR agrees to make prompt payment upon demand of the full amount, or portions thereof, requested by the COMMISSION, of the Parental Guarantee, on the terms and conditions described in this agreement, said payments of monies to be used for the decommissioning and remediation of the above-listed Facility in accordance with the STATUTE.
11. GUARANTOR hereby fully consents to the following, none of which affects, changes or discharges the obligations of this Guarantee:
  - a. Extensions of time for performance of the whole or any part of the conditions of the above listed financial assurance.
  - b. Changes, revisions, modifications, or renewals of the Certificate.
  - c. Renewals, revisions, modifications to the terms of the above-stated financial assurance that have been agreed to by the GUARANTOR and approved by the COMMISSION, including increases or decreases in dollar amount of the guarantee, or the Decommissioning Plan of the Facility for which the above site certificate has been issued in accordance with the STATUTE.
12. GUARANTOR expressly waives the following:
  - a. Notice of the acceptance of this Guarantee by the COMMISSION.
  - b. Notice of changes, revisions, modifications or renewals to the Certificate.
  - c. Notice of any extensions of time for performance of the whole or any part of the condition of the above listed financial assurance.
  - d. With the exception of demand for payment, all other notices to which GUARANTOR might otherwise be entitled in connection with this guarantee or the obligation hereby guaranteed.
  - e. The institution of civil actions or exhaustion of legal remedies against the OBLIGOR as a condition to enforcement of this Guarantee.
  - f. It is understood that any notice provided by the COMMISSION to the GUARANTOR does not constitute a release or modification of the above waivers.

---

<sup>1</sup> “Decommissioning Plan” means the plans filed and maintained in compliance with North Dakota Administrative Code Title 69 for the decommissioning and remediation of the facility.

This Guarantee is subject to the following conditions:

13. A signed statement that the Commission has ordered the forfeiture, in whole or in part, of the above listed financial assurance must accompany any demand for funds.
14. GUARANTOR agrees to pay all costs and expenses incurred by the COMMISSION in any successful action instituted to enforce the terms of this Guarantee.
15. This Guarantee will be limited as follows:
  - a. Financial Assurance and Guarantee Amount: The indebtedness reflected by the above listed financial assurance and Guarantee Amount existing at the time of forfeiture.
  - b. Litigation and administrative costs: The actual amount of such costs reasonably incurred in any successful effort to enforce requirements and obligations of the OBLIGOR and the obligations of the GUARANTOR under this agreement. Litigation and administrative costs are not limited by indebtedness reflected by the above listed financial assurance.
  - c. The Guarantee and the GUARANTOR's obligations hereunder shall terminate automatically and immediately at **11:59:59 Eastern Prevailing Time March 13, 2065** (the "Termination Date") provided, that, in the event the facility decommissioning and remediation is not complete prior to the Termination Date and the OBLIGOR has not provided an alternative financial assurance reasonably acceptable to the COMMISSION, the GUARANTOR shall post alternative financial assurance acceptable to the COMMISSION sixty (60) days prior to the Termination Date.
  - d. If, within sixty (60) days of Termination Date, the GUARANTOR or COMMISSION dispute the acceptability of an alternative financial assurance or the completion status of decommissioning and remediation, the GUARANTOR shall deposit an amount equal to the Decommission Cost Estimate in a trust account with the Bank of North Dakota as trustee for the benefit of the COMMISSION. The trustee shall make payments from the fund, as the COMMISSION shall direct in writing, to provide for completion of decommissioning and remediation.
16. If the OBLIGOR fails to complete the decommissioning and remediation as required by STATUTE, the terms and conditions of the Certificate, and to the satisfaction of the Commission, the GUARANTOR shall be required to complete decommissioning and remediation for the lands in default or pay the State of North Dakota the amount necessary to complete the Decommissioning Plan, not to exceed the financial assurance amount within ten (10) business days after the receipt of the COMMISSION's demand for payment. GUARANTOR hereby agrees that demands for payment may be based and are payable on projections of costs or their actual accrual and that liability for payment is not contingent on the costs having been presently sustained.
17. The GUARANTOR agrees to notify the COMMISSION by certified mail, of a voluntary or involuntary proceeding under title 11 (Bankruptcy), United States Code, naming GUARANTOR as debtor, within ten days after commencement of the proceeding.
18. GUARANTOR agrees that if, at the end of any fiscal year the GUARANTOR no longer meets the 69-09-09-08 requirements allowing a guarantee, the GUARANTOR shall send within ninety (90) days, by certified mail, written notice to the COMMISSION and to the OBLIGOR. GUARANTOR may not terminate its guarantee until an alternate financial assurance acceptable to the COMMISSION has been established.
19. GUARANTOR agrees that within sixty (60) days after being notified by the COMMISSION of a

determination that GUARANTOR no longer meets the 69-09-09-08 requirements or that the GUARANTOR is disallowed from continuing as a guarantee of decommissioning and remediation, the GUARANTOR shall establish alternative financial assurance acceptable to the COMMISSION in the name of the OBLIGOR unless the OBLIGOR has done so.

20. The GUARANTOR agrees to remain bound under this Guarantee notwithstanding any or all of the following: amendment or modification of the Decommissioning Plan, amendment or modification of the Certificate of Site Compatibility, the extension or reduction of the time of performance after abandonment or end-of-life and/or decommissioning and remediation, or any other modification or alteration of an obligation of the OBLIGOR.
21. The GUARANTOR agrees to remain bound under this Guarantee for as long as the OBLIGOR must comply with the applicable financial assurance requirements of North Dakota Administrative Code title 69 for the above-listed facility, except as provided in paragraph 22 of this agreement.
22. The GUARANTOR may terminate this agreement by sending written notice by certified mail to the COMMISSION and to OBLIGOR at least one hundred and twenty (120) days in advance of the proposed cancellation, provided that this Guarantee may not be terminated unless and until OBLIGOR obtains, and the COMMISSION approves, alternative financial assurance, or the facility decommissioning and remediation is deemed complete by the COMMISSION.
23. The GUARANTOR shall send a written notice by certified mail to the COMMISSION, not less than two years prior to the Termination Date, providing notice of the Termination Date contained herein.
24. This Guarantee is and continues to be effective notwithstanding any present or future legal disability of the OBLIGOR.
25. There are no conditions or limitations to this Guarantee except those contained in this instrument as of the effective date, and thereafter no alteration, change or modification hereof shall be binding or effective unless executed in writing, signed by the GUARANTOR, and approved by the COMMISSION.
26. This Guarantee is good and effective notwithstanding any change or changes in the business name of the OBLIGOR or GUARANTOR.
27. This Guarantee is binding upon GUARANTOR and its successors and permitted assigns, and inures to the benefit of and is enforceable by the Commission and its successors and permitted assigns. GUARANTOR may not assign this Guarantee in part or in whole without prior written consent of the Commission.
28. No changes, revisions, modifications or renewals to the above listed Financial Assurance or the Certificate act as a release of the GUARANTOR from this Guarantee unless approved by the COMMISSION.
29. In the case of insolvency, bankruptcy or dissolution of the OBLIGOR, all funds represented by the above listed financial assurance are due and payable and this Guarantee may thereupon be enforced.
30. All notices required to, or which may be given, are effective when received by the addressees specified below:

a. For the Guarantor:

NextEra Energy Capital Holdings, Inc.  
700 Universe Blvd.  
Juno Beach, Florida 33408  
Attention: Treasurer

b. For the Commission

Executive Secretary  
North Dakota Public Service Commission  
State Capitol, 12<sup>th</sup> Floor  
600 E. Boulevard, Dept. 408  
Bismarck, ND 58505-0480

31. This Guarantee is a binding contract and must be construed under and is subject to the laws of the State of North Dakota. Any action arising out of this Guarantee or the subject matter hereof must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. GUARANTOR agrees to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*, or that this Guarantee or the subject matter hereof may not be enforced in or by such court.

32. This agreement may be executed in any number of identical counterparts, each of which, when executed and delivered by the GUARANTOR hereto, is considered to be an original, but all of which shall constitute one and the same instrument.

33. The effective date of this agreement is the date of Commission approval.

34. Other

---

---

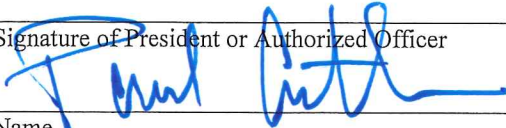
---

---

35. The COMMISSSION hereby agrees that this Guarantee supersedes and replaces that certain Guarantee executed by GUARANTOR in favor of the COMMISSION dated \_\_\_\_ (the "Prior Guarantee") attached as Exhibit A, and such Prior Guarantee and any of GUARANTOR'S obligations thereunder are hereby deemed null and void.

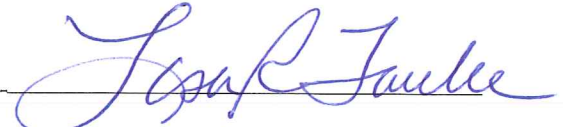
SIGNATURES OF GUARANTOR:

First Authorized Signature:

Signature of President or Authorized Officer 	
Name <b>Paul I. Cutler</b> <b>Treasurer</b>	Title

State of Florida )  
 County of Palm Beach ) SS.

The foregoing instrument was acknowledged before me on this date JUNE 12, 2020 by  
PAUL CUTLER and ALDO PORTALEI  
 of NEPTERA ENERGY CAPITAL HOLDINGS, INC., a FLORIDA  
 corporation, on behalf of the corporation.

BY: 

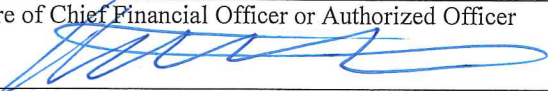
NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

(SEAL)



Second Authorized Signature:

Signature of Chief Financial Officer or Authorized Officer 	
Name <b>Aldo E. Portales</b> Assistant Treasurer	Title

State of Florida )

County of Palm Beach ) SS.

The foregoing instrument was acknowledged before me on this date JUNE 12, 2020 by

PAUL CUTLER and ALDO PORTALES

of NEPTER ENERGY CAPITAL HOLDINGS INC, a FLORIDA

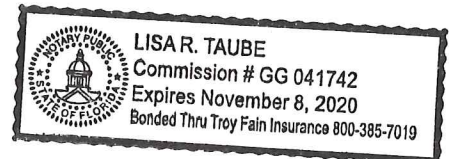
corporation, on behalf of the corporation.

BY: 

NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

(SEAL)



ACKNOWLEDGEMENT OF OBLIGOR

The OBLIGOR acknowledges and agrees that the above-signed GUARANTOR is providing to the COMMISSION financial assurance to secure the decommissioning and remediation obligation of the OBLIGOR pursuant to North Dakota Century Code Section 49-02-27 and the North Dakota Administrative Code Chapter 69-09-09 (together, the "STATUTE"). The OBLIGOR agrees that the above-signed agreement does not relieve the OBLIGOR from liability or its decommissioning and remediation obligations pursuant to the Decommissioning Plan, the STATUTE, and to the satisfaction of the COMMISSION.

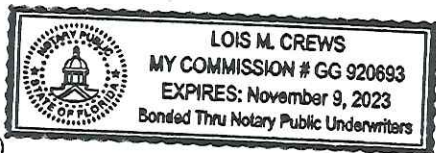
OBLIGOR agrees that upon COMMISSION determination that GUARANTOR's financial assurance is no longer acceptable, OBLIGOR shall provide alternative financial assurance acceptable to the COMMISSION within sixty (60) days.

First Authorized Signature:

Signature of President or Authorized Officer	
<i>Terrell K. Crews II</i>	
Name TERRELL K. CREWS II	Title: PRESIDENT

State of FLORIDA )  
 ) SS.  
County of PALM BEACH )


The foregoing instrument was acknowledged before me on this date 6/22/2020 by  
Terrell K. Crews II and \_\_\_\_\_  
of Wilton Wind Energy I, LLC, a Delaware  
corporation, on behalf of the corporation.



(SEAL)

BY: Lois M. Crews  
NOTARY PUBLIC: Lois M. Crews  
MY COMMISSION EXPIRES: 11/9/2023

Second Authorized Signature:

Signature of Chief Financial Officer or Authorized Officer	
	
Name	Title: VICE PRESIDENT
MATTHEW S. HANDEL	

State of FLORIDA )  
 ) SS.  
 County of PALM BEACH )

The foregoing instrument was acknowledged before me on this date 4/22/2020 by

Matthew S. Handel and \_\_\_\_\_

of Wilton Wind Energy I, LLC, a Delaware

corporation, on behalf of the corporation.

BY: 

NOTARY PUBLIC: TAMIKO FOSTER

MY COMMISSION EXPIRES: 6/25/23

( S E A

