



Public Service Commission State of North Dakota

COMMISSIONERS

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May 2, 2019

Casey Furey
Crowley Fleck PLLP
P.O. Box 2798
Bismarck, ND 58202-2798

Dear Ms. Furey:

The following NextEra Energy wind projects have each been operational for greater than ten years, At this time, the Commission has not received an acceptable form of financial assurance for the listed projects. The Commission has developed a financial assurance Parent Guarantee form for this purpose. The form is attached to this letter.

Please complete and send the original and two copies for each facility listed below, or provide an alternate financial assurance for each facility pursuant to ND Admin Code chapter 69-09-09, by July 3, 2019.

| Facility | Docket No. |
|---|------------|
| FPL Energy Oliver Wind I, L.L.C. | PU-10-101 |
| FPL Energy Burleigh County Wind, L.L.C. | PU-10-102 |
| Ashtabula Wind, L.L.C. | PU-10-103 |
| Langdon Wind, L.L.C. | PU-10-105 |
| FPL Energy North Dakota Wind II, L.L.C. | PU-10-106 |
| FPL Energy North Dakota Wind, L.L.C. | PU-10-107 |
| FPL Energy Oliver Wind II, L.L.C. | PU-10-110 |

If you have any questions, please let me know.

Sincerely,


Adam Renfandt
Analyst

- 17 PU-10-110 Filed 05/02/2019 Pages: 10
Letter enclosing Parent Guarantee form and request for filing
- 17 PU-10-107 Filed 05/02/2019 Pages: 10
Letter enclosing Parent Guarantee form and request for filing
- 15 PU-10-106 Filed 05/02/2019 Pages: 10
Letter enclosing Parent Guarantee form and request for filing
- 17 PU-10-105 Filed 05/02/2019 Pages: 10
Letter enclosing Parent Guarantee form and request for filing
- 16 PU-10-103 Filed 05/02/2019 Pages: 10
Letter enclosing Parent Guarantee form and request for filing
- 18 PU-10-102 Filed 05/02/2019 Pages: 10
Letter enclosing Parent Guarantee form and request for filing
- 17 PU-10-101 Filed 05/02/2019 Pages: 10
Letter enclosing Parent Guarantee form and request for filing



PARENT GUARANTEE
 PUBLIC SERVICE COMMISSION PUBLIC
 UTILITY DIVISION

| | |
|----------------------------|--------------------------------------|
| Owner/Obligor | Guarantor |
| Financial Assurance Number | Financial Assurance/Guarantee Amount |

This Parent Guarantee is made by _____, a corporation organized under the laws of the State of _____ (“**GUARANTOR**”). This absolute and irrevocable guarantee is made on behalf of _____ (“**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:

| | |
|---|--|
| Name | |
| Address | |
| City, State, Zip | |
| Site Certificate Number (“Certificate”) | |
| Issuance Date | |
| Estimated Operation Date | |
| Decommissioning Cost Estimate | |

3. GUARANTOR will directly or indirectly benefit from the Wind Energy Conversion 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 _____, 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 above Commercial Wind Energy Conversion Facility in accordance with the Decommissioning Plan¹, 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, Financial Assurance No. _____, 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 commercial wind energy conversion 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 Wind Energy Conversion 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.

¹ "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 bond 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.
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 Century 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. This Guarantee is and continues to be effective notwithstanding any present or future legal disability of the OBLIGOR.
24. 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.
25. This Guarantee is good and effective notwithstanding any change or changes in the business name of the OBLIGOR or GUARANTOR.
26. 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.
27. 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.
28. 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.
29. All notices required to, or which may be given, are effective when received by the addressees specified below:

- a. For the Guarantor:

- b. For the Commission

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

30. 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.

31. 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.

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

33. Other: _____

SIGNATURES OF GUARANTOR:

First Authorized Signature:

| | |
|--|-------|
| Signature of President or Authorized Officer | |
| Name | Title |

State of _____)
County of _____) SS.

The foregoing instrument was acknowledged before me on this date _____ by
_____ and _____
of _____, a _____
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 | Title |

State of _____)
County of _____) SS.

The foregoing instrument was acknowledged before me on this date _____ by
_____ and _____
of _____, a _____
corporation, on behalf of the corporation.

BY: _____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

(S E A L)

Second Authorized Signature:

| | |
|--|-------|
| Signature of Chief Financial Officer or Authorized Officer | |
| Name | Title |

State of _____)
 _____) SS.
 County of _____)

The foregoing instrument was acknowledged before me on this date _____ by

_____ and

of _____, a

corporation, on behalf of the corporation.

BY:

NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES:
