

192 FERC ¶ 61,048
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Mark C. Christie, Chairman;
David Rosner, Lindsay S. See,
and Judy W. Chang.

Enel North America, Inc.
Chisholm View Wind Project, LLC

Docket No. IN25-5-000

ORDER APPROVING STIPULATION AND CONSENT AGREEMENT

(Issued July 10, 2025)

1. The Commission approves the attached Stipulation and Consent Agreement (Agreement) between the Office of Enforcement (Enforcement) and Enel North America, Inc., on behalf of Enel Green Power North America, Inc., EGPNA REP Holdings, LLC, Enel Trading North America, LLC, EGPNA Renewable Energy Partners, LLC, EGPNA REP Wind Holdings, LLC (collectively, the Enel Companies), Chisholm View Wind Project, LLC (Chisholm View I) and Chisholm View Wind Project II, LLC (collectively, Chisholm View, and with the Enel Companies, Enel). This order is in the public interest because the Agreement resolves on fair and equitable terms Enforcement's investigation (Investigation) under Part 1b of the Commission's regulations, 18 C.F.R. Part 1b (2024), into whether Enel violated the Southwest Power Pool (SPP) Tariff by failing to convert its Chisholm View I wind farm project (Chisholm View I Project) from a non-dispatchable variable energy resource (NDVER) to a dispatchable variable energy resource (DVER) by the required tariff deadline.

2. Enel stipulates to the facts in Section II of the Agreement, but neither admits nor denies the violation described in Section III of the Agreement. Enel agrees to: (a) pay a civil penalty of \$20,000 to the United States Treasury; and (b) implement additional remedial actions as provided more fully below.

I. Facts

3. Enel owns the Chisholm View I Project, a wind generation facility with a nominal rating of 235.2 MW, located in Grant and Garfield Counties, Oklahoma.

4. The Chisholm View I Project had an executed Generator Interconnection Agreement dated July 8, 2010, which was revised on August 11, 2011, and commenced commercial operation on December 7, 2012.

5. The Chisholm View I Project participates in the SPP market and sells electric energy pursuant to market-based rate authority.¹
6. Under the SPP Tariff, Attachment AE, Section 2.2(10), certain generating resources were required to convert from NDVER to DVER status as of the later of January 1, 2021, or the 10-year anniversary of the resource's original commercial operation date.
7. Based on its original commercial operation date, Enel was required to convert the Chisholm View I Project to DVER status by December 7, 2022.
8. Enel completed conversion of the Chisholm View I Project on June 1, 2023.

II. Violations

9. The SPP Tariff, Attachment AE, Section 2.2(10) states:

All Variable Energy Resources in the Integrated Marketplace, including Variable Energy Resources for which the Transmission Provider does not have an executed Generator Interconnection Agreement, must be registered as a Dispatchable Variable Energy Resource except for (1) a Qualifying Facility exercising its rights under PURPA to deliver its net output to its host utility or (2) a Resource having a primary fuel source of run of the river hydro-electric that is incapable of following Dispatch Instructions. A Generation Interconnection Customer with Variable Energy Resources, as well as Variable Energy Resources for which the Transmission Provider does not have an executed Generator Interconnection Agreement, that are not Qualifying Facilities exercising their rights under PURPA previously registered as a Non-Dispatchable Variable Energy Resource or are not run of the river hydro-electric Resources incapable of following dispatch instructions must convert to a Dispatchable Variable Energy Resource by the later of January 1, 2021 or the 10 year anniversary of a Resource's original Commercial Operation Date. A Qualifying Facility exercising its rights under PURPA to deliver its net output to its host utility may register as a Dispatchable Variable Energy Resource if it is capable of being incrementally dispatched by the Transmission Provider and will be subject to the Dispatchable Variable Energy Resource market rules including Uninstructed Resource Deviation charges. Any Resource that has

¹ See *Chisholm View Wind Project, LLC*, Docket No. ER12-2448-001 (Nov. 21, 2012) (delegated order) (granting market-based rate authority).

previously registered as a Dispatchable Variable Energy Resource shall not subsequently register as a Non-Dispatchable Variable Energy Resource.

10. Enforcement determined that Enel violated SPP Tariff Attachment AE, Section 2.2(10) from December 7, 2022 until June 1, 2023, on which date it completed conversion of the Chisholm View I Project to DVER status.

III. Stipulation and Consent Agreement

11. Enforcement and Enel have resolved the Investigation by means of the attached Agreement.

12. Enel stipulates to the facts set forth in Section II of the Agreement, but neither admits nor denies the violation described in Section III of the Agreement.

13. Enel agrees to pay a civil penalty of \$20,000 to the United States Treasury, by wire transfer, within ten days after the Effective Date of the Agreement, as defined therein.

14. Enel agrees to institute the following compliance measures and implement them for a period no shorter than two years following the Effective Date of the Agreement:

- a. Enel shall conduct at least annual training for relevant employees on Commission rules and SPP Tariff rules governing Enel's participation in SPP.
- b. Enel shall develop internal controls to address the implementation of new or changed Commission rules and SPP Tariff rules that impact Enel's participation in SPP. Enel will also distribute to relevant personnel educational materials on new or changed rules that impact Enel's participation in SPP. Enel will also direct its compliance units to collaborate with all relevant business unit(s) on the implementation of any new or changed rules, including pertinent deadlines. Enel will also conduct compliance oversight and, as warranted, develop subsequent internal controls for any new or updated operational activities that are a result of new or changed rules, to ensure timely and compliant implementation.
- c. Enel shall implement an updated protocol for communicating any uncertainties surrounding changes in SPP Tariff provisions to Enel personnel. The updated protocol will include a communications bulletin that will be distributed to all Enel employees. This communications bulletin will inform and remind employees of the policy that requires

anyone who is contacted by any regulatory agency or market operator, such as the Commission or SPP, to immediately involve the compliance team.

15. Enel agrees to submit annual compliance monitoring reports to Enforcement for two years following the Effective Date of this Agreement, with a third year at Enforcement's sole discretion.

IV. Determination of Appropriate Sanctions and Remedies

16. In recommending the appropriate remedy, Enforcement considered the factors in the Revised Policy Statement on Penalty Guidelines,² including the fact that Enel cooperated with Enforcement during the Investigation.

17. The Commission concludes that the Agreement is a fair and equitable resolution of the matters concerned and is in the public interest, as it reflects the nature and seriousness of the conduct.

18. The Commission also concludes that Enel's civil penalty is consistent with the Revised Policy Statement on Penalty Guidelines.

19. The Commission directs Enel to pay the civil penalty to the United States Treasury, by wire transfer, within ten days after the Effective Date of the Agreement.

20. The Commission directs Enel to comply with the compliance provisions set forth in the Agreement, including requiring Enel to submit an annual compliance monitoring report to Enforcement for two years with a third year at Enforcement's sole discretion.

The Commission orders:

The attached Stipulation and Consent Agreement is hereby approved without modification.

By the Commission.

(S E A L)

Debbie-Anne A. Reese,
Secretary.

² *Enforcement of Statutes, Orders, Rules and Regulations*, 132 FERC ¶ 61,216 (2010).

**UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION**

Enel North America, Inc.
Chisholm View Wind Project, LLC

Docket No. IN25-5-000

STIPULATION AND CONSENT AGREEMENT

I. INTRODUCTION

1. The Office of Enforcement (“Enforcement”) of the Federal Energy Regulatory Commission (“Commission”), and Enel North America, Inc., on behalf of Enel Green Power North America, Inc., EGPNA REP Holdings, LLC, Enel Trading North America, LLC, EGPNA Renewable Energy Partners, LLC, EGPNA REP Wind Holdings, LLC (collectively, “the Enel Companies”), Chisholm View Wind Project, LLC (“Chisholm View I”) and Chisholm View Wind Project II, LLC (collectively, “Chisholm View,” and with the Enel Companies, “Enel”), enter into this Stipulation and Consent Agreement (“Agreement”) to resolve a nonpublic, preliminary investigation (the “Investigation”) conducted by Enforcement pursuant to Part 1b of the Commission’s regulations, 18 C.F.R. Part 1b (2025). The Investigation examined whether Enel violated the Southwest Power Pool (“SPP”) Tariff by failing to convert its Chisholm View I wind farm project (“Chisholm View I Project”) from a non-dispatchable variable energy resource (“NDVER”) to a dispatchable variable energy resource (“DVER”) by the required tariff deadline.

2. Enel stipulates to the facts in Section II, but neither admits nor denies the violation in Section III. Enel agrees to: (a) pay a civil penalty of \$20,000 to the United States Treasury; and (b) implement additional remedial actions as provided more fully below.

II. STIPULATIONS

Enforcement and Enel hereby stipulate and agree to the following facts.

3. Enel owns the Chisholm View I Project, a wind generation facility with a nominal rating of 235.2 MW, located in Grant and Garfield Counties, Oklahoma.

4. The Chisholm View I Project had an executed Generator Interconnection Agreement dated July 8, 2010, which was revised on August 11, 2011, and commenced commercial operation on December 7, 2012.

5. The Chisholm View I Project participates in the SPP market and sells electric energy pursuant to market-based rate authority.¹
6. Under the SPP Tariff, Attachment AE, Section 2.2(10), certain generating resources were required to convert from NDVER to DVER status as of the later of January 1, 2021, or the 10-year anniversary of the resource's original commercial operation date.
7. Based on its original commercial operation date, Enel was required to convert the Chisholm View I Project to DVER status by December 7, 2022.
8. Enel completed conversion of the Chisholm View I Project on June 1, 2023.

III. VIOLATION

9. SPP Tariff, Attachment AE, Section 2.2(10) states:

All Variable Energy Resources in the Integrated Marketplace, including Variable Energy Resources for which the Transmission Provider does not have an executed Generator Interconnection Agreement, must be registered as a Dispatchable Variable Energy Resource except for (1) a Qualifying Facility exercising its rights under PURPA to deliver its net output to its host utility or (2) a Resource having a primary fuel source of run of the river hydro-electric that is incapable of following Dispatch Instructions. A Generation Interconnection Customer with Variable Energy Resources, as well as Variable Energy Resources for which the Transmission Provider does not have an executed Generator Interconnection Agreement, that are not Qualifying Facilities exercising their rights under PURPA previously registered as a Non-Dispatchable Variable Energy Resource or are not run of the river hydro-electric Resources incapable of following dispatch instructions must convert to a Dispatchable Variable Energy Resource by the later of January 1, 2021 or the 10 year anniversary of a Resource's original Commercial Operation Date. A Qualifying Facility exercising its rights under PURPA to deliver its net output to its host utility may register as a Dispatchable Variable Energy Resource if it is capable of being incrementally dispatched by the Transmission Provider and will be subject to the Dispatchable Variable Energy Resource market rules including Uninstructed Resource Deviation charges. Any Resource that has previously

¹ See *Chisholm View Wind Project, LLC*, Docket No. ER12-2448-001 (Nov. 21, 2012) (delegated order) (granting market-based rate authority).

registered as a Dispatchable Variable Energy Resource shall not subsequently register as a Non-Dispatchable Variable Energy Resource.

10. Enforcement determined that Enel violated SPP Tariff Attachment AE, Section 2.2(10) from December 7, 2022 until June 1, 2023, on which date it completed conversion of the Chisholm View I Project to DVER status.

IV. REMEDIES AND SANCTIONS

11. For purposes of settling any and all claims, civil and administrative disputes and proceedings arising from or related to Enel's conduct evaluated in Enforcement's Investigation, Enel agrees with the facts as stipulated in Section II of this Agreement and neither admits nor denies the violation described in Section III of this Agreement. Enel further agrees to undertake the obligations set forth in the following paragraphs.

A. Civil Penalty

12. Enel agrees to pay a civil penalty of \$20,000 to the United States Treasury, by wire transfer, within 10 days after the Effective Date of this Agreement, as defined herein.

B. Compliance

13. Enel agrees to institute the following compliance measures and implement them for a period no shorter than two years following the Effective Date of this Agreement:

- a. Enel shall conduct at least annual training for relevant employees on Commission rules and SPP Tariff rules governing Enel's participation in SPP.
- b. Enel shall develop internal controls to address the implementation of new or changed Commission rules and SPP Tariff rules that impact Enel's participation in SPP. Enel will also distribute to relevant personnel educational materials on new or changed rules that impact Enel's participation in SPP. Enel will also direct its compliance units to collaborate with all relevant business unit(s) on the implementation of any new or changed rules, including pertinent deadlines. Enel will also conduct compliance oversight and, as warranted, develop subsequent internal controls for any new or updated operational activities that are a result of new or changed rules, to ensure timely and compliant implementation.
- c. Enel shall implement an updated protocol for communicating any uncertainties surrounding changes in SPP Tariff provisions to Enel

personnel. The updated protocol will include a communications bulletin that will be distributed to all Enel employees. This communications bulletin will inform and remind employees of the policy that requires anyone who is contacted by any regulatory agency or market operator, such as the Commission or SPP, to immediately involve the compliance team.

14. Enel shall make annual compliance monitoring reports to Enforcement for two years following the Effective Date of this Agreement. The first annual compliance monitoring report shall be submitted one year after the Effective Date of the Agreement. The second annual compliance monitoring report shall be submitted one year from the date of the first report. After the receipt of the second annual report, Enforcement may, at its sole discretion, require Enel to submit reports for one additional year.

15. Each compliance monitoring report shall: (1) identify any known violations of Commission regulations or the SPP Tariff that occurred during the applicable period, including a description of the nature of the violation and what steps were taken to rectify the situation; (2) describe all compliance measures and procedures Enel instituted or modified during the reporting period related to compliance with Commission regulations or the SPP Tariff; and (3) describe all Commission and SPP-related compliance training that Enel administered during the reporting period, including the dates such training occurred, the topics covered, and the procedures used to confirm which personnel attended.

16. Each compliance monitoring report shall also include an affidavit executed by an officer of Enel stating that it is true and accurate to the best of his/her knowledge.

17. Upon request by Enforcement, Enel shall provide to Enforcement documentation supporting the contents of the reports.

V. TERMS

18. The "Effective Date" of this Agreement shall be the date on which the Commission issues an order approving this Agreement without material modification. When effective, this Agreement shall resolve the matters specifically addressed herein that arose on or before the Effective Date as to Enel and any parent or subsidiary company or affiliated entity, and their respective agents, officers, directors, or employees, both past and present.

19. Commission approval of this Agreement without material modification shall release Enel and forever bar the Commission from holding Enel and any affiliated entity, parent or subsidiary company, any successor in interest, and their respective agents, officers, directors, or employees, both past and present, liable for any and all administrative or civil claims arising out of the conduct covered by the Investigation,

including conduct addressed and stipulated to in this Agreement, which occurred on or before the Agreement's Effective Date.

20. Failure by Enel to pay the civil penalty, or failure by Enel to comply with any other provision of this Agreement, shall be deemed a violation of a final order of the Commission issued pursuant to the Federal Power Act (FPA), 16 U.S.C. § 792, et seq., and may subject Enel to additional action under the enforcement provisions of the FPA.

21. If Enel does not make the required civil penalty payments described above within the times agreed by the parties, interest on the unpaid amount will be calculated pursuant to 18 C.F.R. § 35.19a(a)(2)(iii)(A), (B) from the date that payments are due, in addition to any other enforcement action and penalty that the Commission may take or impose.

22. This Agreement binds Enel and its parents, agents, successors, and assignees. This Agreement does not create any additional or independent obligations on Enel, or any affiliated entity, its agents, officers, directors, or employees, other than the obligations identified in this Agreement.

23. The signatories to this Agreement agree that they enter into the Agreement voluntarily and that, other than the recitations set forth herein, no tender, offer or promise of any kind by any member, employee, officer, director, agent or representative of Enforcement or by Enel has been made to induce the signatories or any other party to enter into the Agreement.

24. Unless the Commission issues an order approving the Agreement in its entirety and without material modification, the Agreement shall be null and void and of no effect whatsoever, and neither Enforcement nor Enel shall be bound by any provision or term of the Agreement, unless otherwise agreed to in writing by Enforcement and Enel.

25. In connection with the civil penalty payments provided for herein, Enel agrees that the Commission's order approving the Agreement without material modification shall be a final and unappealable order under 316A(b) of the FPA, 16 U.S.C. § 825o-1(b). Enel waives findings of fact and conclusions of law, rehearing of any Commission order approving the Agreement without material modification, and judicial review by any court of any Commission order approving the Agreement without material modification.

26. This Agreement can be modified only if in writing and signed by Enforcement and Enel, and any modifications will not be effective unless approved by the Commission.

27. Each of the undersigned warrants that he or she is an authorized representative of the entity designated, is authorized to bind such entity, and accepts the Agreement on the entity's behalf.

28. The undersigned representative of Enel affirms that he or she has read the Agreement, that all of the matters set forth in the Agreement are true and correct to the best of his or her knowledge, information and belief, and that he or she understands that the Agreement is entered into by Enforcement in express reliance on those representations.

29. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Agreed to and Accepted:

JANEL BURDICK Digitally signed by JANEL BURDICK
Date: 2025.07.09 14:58:54 -04'00'

Janel Burdick
Director, Office of Enforcement
Federal Energy Regulatory Commission



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ROBERTA EMILIA
RORI BACCOLINI
Data: 05/08/2025
20:36:47 CEST

Roberta Baccolini
Deputy Head of Legal and Corporate Affairs
Enel North America, Inc., and on behalf of
Chisholm View Wind Project, LLC

Date: July 9, 2025

Date: May 28, 2025

Document Content(s)

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