

189 FERC ¶ 61,233
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

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

EWP Renewable Corporation

Docket No. IN24-12-000

ORDER APPROVING STIPULATION AND CONSENT AGREEMENT

(Issued December 23, 2024)

1. The Commission approves the attached Stipulation and Consent Agreement (Agreement) between the Office of Enforcement (Enforcement) and EWP Renewable Corporation (EWP). 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 EWP's subsidiary operating company, Springfield Power, LLC (Springfield), violated the ISO-New England, Inc. (ISO-NE or ISO) Transmission, Markets, and Services Tariff (Tariff) or any Commission regulations while participating in the ISO-NE capacity market on certain days between November 2019 and August 2020 (the Relevant Period).
2. EWP agrees to (a) pay a civil penalty of \$722,000 to the United States Treasury; (b) disgorge \$259,669 to ISO-NE, inclusive of interest; and (c) provide compliance monitoring reports to Enforcement as provided in the Agreement. EWP stipulates to the facts set forth in Section II of the Agreement, but neither admits nor denies the alleged violations in Section III of the Agreement.

I. Facts

Enforcement and EWP have stipulated and agreed to the following facts.

A. Background

3. Until December 2020 (and for the entirety of the Relevant Period), EWP owned and operated the Hemp Hill biomass generator (Hemp Hill), located in Springfield NH, through its wholly owned subsidiary, Springfield. Springfield was the lead market participant for Hemp Hill into the markets operated by ISO-NE since 2012. The Hemp Hill generator consists of a single steam turbine and has an expected maximum net output of 17.5 MW. It generates electricity by burning woody biomass such as wood chips, pellets, and sawdust.

4. ISO-NE administers the Forward Capacity Market, in which eligible resources participate in annual Forward Capacity Auctions (FCA) to provide a certain number of MWs of capacity. A resource whose capacity clears the FCA acquires a Capacity Supply Obligation (CSO) and commits to certain obligations spelled out in the Tariff in exchange for a monthly capacity payment.

5. One obligation, set forth in Tariff Section III.13.6.1.1.1(a), is to offer into the ISO-NE energy markets the full amount of cleared capacity, unless the unit declares an outage.

6. Another obligation, set forth in Tariff Section III.13.6.1.1.2, requires that all offers submitted into the ISO-NE energy markets must reflect the then-known unit-specific operating characteristics of each unit.

7. Intermittent resources with a CSO have the additional obligation, set forth in ISO-NE Tariff Section III.13.6.1.3.1(a), to submit real-time offers consistent with the characteristics of the unit.

8. For the period June 1, 2019 through May 31, 2021, Springfield cleared approximately 17 MWs of Hemp Hill's capacity in ISO-NE's capacity auctions. It received approximately \$112,000 per month during the first delivery year (June 1, 2019-May 31, 2020) and \$92,000 per month the next delivery year (June 1, 2020 - May 31, 2021).

B. December 14, 2019 Contact Attempt by ISO-NE

9. On December 14, 2019, ISO-NE's control room attempted to contact Hemp Hill to determine its availability for commitment and dispatch in the ISO's energy markets. At that time, Hemp Hill's energy market offers indicated that the generator, which was classified as an intermittent resource in ISO-NE, had been bid as unavailable for dispatch in the real-time market since November 6, 2019, but Springfield had not declared an outage. During that weekend, the ISO-NE control room repeatedly and unsuccessfully tried to contact Hemp Hill to determine why the generator's offers indicated that the plant was unavailable. The ISO made contact with staff at Hemp Hill on December 17, 2019 and was told the plant was available.

10. In subsequent communications with ISO-NE's Internal Market Monitor (IMM), Hemp Hill stated that the plant had not been out of service since November 6 but had appeared unavailable because its staff had failed to update one of the required parameters in the ISO's Standard Market Design (SMD) application following a previous outage. Specifically, beginning November 6th, Hemp Hill had been listed in the SMD with Unit Control Mode (UCM) 2, indicating it was offline but available for dispatch. According to Hemp Hill, staff at the plant inadvertently thought that this selection was sufficient to notify the ISO of the unit's status. Hemp Hill indicated that,

until they were contacted by the IMM, the plant was not aware that the “Unit Default Parameters” tab in SMD had been set to “Unavailable.” The plant updated its offers beginning December 18, 2019, changing this SMD status from “Unavailable” to “Economic.”

C. Hemp Hill’s Unlicensed Boiler

11. Between July 10, 2020 and August 4, 2020, Springfield did not have a New Hampshire Department of Labor certificate authorizing it to operate Hemp Hill’s boiler. Without a licensed boiler, Hemp Hill could not produce any power and thus could not meet its CSO in ISO-NE during that time.

12. Springfield did not update Hemp Hill’s offers during this time period to reflect the unit’s unavailability – it offered in as economic and available – and it failed to submit an outage ticket to ISO-NE for 23 of the 26 days that Hemp Hill’s boiler was unlicensed, including on July 26, 2020.

D. July 26, 2020 Contact by ISO-NE

13. On July 26, 2020, Hemp Hill received a day-ahead award in the ISO’s Day Ahead energy market for July 27, 2020. Hemp Hill had not submitted an outage for July 27 and thus, as a capacity resource, was required to operate in ISO-NE’s real-time energy market. That same day, the ISO control room contacted Hemp Hill to confirm that the generator would be available to operate on July 27. Hemp Hill staff indicated that the plant would not be available to operate the following day. The ISO put Hemp Hill on outage beginning July 26 through July 27. Hemp Hill extended this outage through July 29, 2020.

14. In a subsequent communication to the IMM, Springfield explained that the gaskets for the boiler doors were being replaced, which rendered the Hemp Hill unit unavailable, and an internal process failure was to blame for an outage ticket not being promptly submitted.

15. Springfield failed to update Hemp Hill’s day-ahead and real-time generation supply offers to reflect that the unit was unavailable from July 26-July 29, 2020 because of the gasket issue.

E. Enforcement’s Investigation

16. Enforcement opened the Investigation upon receiving an August 2020 referral from the ISO-NE IMM.

17. EWP fully cooperated with Enforcement during the Investigation.

II. Violations

18. Enforcement determined that during the Relevant Period, Springfield violated provisions of the ISO-NE Tariff¹ and 18 C.F.R. § 35.41(a) by failing to offer, operate and schedule the Hemp Hill plant consistent with the Tariff.

19. Market Rule 1 of the ISO-NE Tariff governs the operation of New England's wholesale electricity markets and includes detailed information on pricing, scheduling, offering, bidding, settlement, and other procedures related to the purchase and sale of electricity. Section 1 of Market Rule 1 specifically requires, in relevant part, that, "Market Participants shall make available their Pool-Scheduled Resources to the ISO for coordinated operation to supply the needs of the New England Control Area for energy and ancillary services." ISO-NE Tariff § III.1.10.2(d).

20. Enforcement determined that Springfield violated Section III.1.10.2(d) of the ISO-NE Tariff on July 26, 2020. On this day, Hemp Hill was a Pool-Scheduled Resource in ISO-NE and was not available to run. Based on this conduct, Springfield failed to make its resource available for coordinated operations in violation of Market Rule 1.

21. Section 13 of Market Rule 1 of ISO-NE's Tariff outlines the FCA requirements for market participants. As part of these requirements, market participants offering their capacity resource into the day-ahead and real-time markets must offer those resources consistent with the resource's capabilities to respond to awards in those markets. Specifically, "A Generating Capacity Resource having a Capacity Supply Obligation shall be offered into both the Day-Ahead Energy Market and Real-Time Energy Market at a MW amount equal to or greater than its Capacity Supply Obligation whenever the resource is physically available. If the resource is physically available at a level less than its Capacity Supply Obligation, however, the resource shall be offered into both the Day-Ahead Energy Market and Real-Time Energy Market at that level." ISO-NE Tariff, § III.13.6.1.1.1(a) (Energy Market Offer Requirements).

22. Section 13 of Market Rule 1 of ISO-NE's Tariff further requires that a capacity resource's offers accurately reflect that resource's operating characteristics. Specifically, "[f]or each day, Day-Ahead Energy Market and Real-Time Energy Market offers for the listed portion of a resource must reflect the then-known unit-specific operating characteristics (taking into account, among other things, the physical design characteristics of the unit) consistent with Good Utility Practice." ISO-NE Tariff, § III.13.6.1.1.2 (Requirement that Offers Reflect Accurate Generating Capacity Resource Operating Characteristics).

¹ Tariff §§ III.1.10.2(d), III.13.6.1.1.1(a), III.13.6.1.1.2.

23. Section 13 of Market Rule 1 of ISO-NE's Tariff imposes a similar obligation on Intermittent Resources with a CSO. Specifically, "Market Participants are required to submit offers for Intermittent Power Resources with a Capacity Supply Obligation for use in the Real-Time Energy Market consistent with the characteristics of the resource." ISO-NE Tariff, § III.13.6.1.3.1(a) (Energy Market Offer Requirements).

24. Enforcement determined that Springfield violated Sections III.13.6.1.1.2 and III.13.6.1.3.1(a) of the ISO-NE Tariff on certain days between November 6, 2019 and December 18, 2019. During this time, Springfield's offers indicated that Hemp Hill was simultaneously available and unavailable.

25. Enforcement determined that Springfield violated Sections III.13.6.1.1.1(a) and III.13.6.1.1.2 of the ISO-NE Tariff on certain days between July 10, 2020 and August 4, 2020 when Hemp Hill's boiler was unlicensed and it was unable to respond to the July 27 dispatch award. Hemp Hill's failure to have a valid certificate for its boiler meant that Hemp Hill could not actually operate its boiler during that time, which implicated Springfield's obligations under the ISO-NE Tariff to update its offers to reflect the unit's unavailability and to submit outage tickets. In addition, Enforcement determined that Springfield also violated these provisions on July 26, 2020, when Hemp Hill was unable to respond to ISO-NE's day-award for July 27, 2020 notwithstanding its offers for that day indicating that the unit was available.

26. By failing to properly operate and schedule its generating facility and by failing to communicate outages at its facility to ISO-NE while participating in the ISO's capacity market, Springfield was not offering Hemp Hill's capacity consistent with the ISO's capacity supply offer requirements in ISO-NE Tariff Sections III.13.6.1.1.1(a), III.13.6.1.1.2, and III.13.6.1.3.1(a).

27. By finding that Springfield violated the ISO-NE Tariff as described above, Enforcement determined that this same conduct violates 18 C.F.R. § 35.41(a), the Commission's Market Behavior Rule on Unit Operation. This provision requires that Sellers in Commission-approved organized markets "operate and schedule generating facilities, undertake maintenance, declare outages, and commit or otherwise bid supply in a manner that complies with the Commission-approved rules and regulations of the applicable market." 18 C.F.R. § 35.41(a) (2024).

III. Stipulation and Consent Agreement

28. Enforcement and EWP have resolved the Investigation by means of the attached Agreement.

29. EWP stipulates to the facts set forth in Section II of the Agreement and neither admits nor denies the violations described in Section III of the Agreement.

Docket No. IN24-12-000

- 6 -

30. EWP agrees to pay a civil penalty of \$722,000 to the United States Treasury.
31. EWP agrees to pay \$259,669 in disgorgement to ISO-NE, inclusive of interest.
32. EWP agrees to submit an annual compliance monitoring report to Enforcement for one year with the second year at Enforcement's discretion.

IV. Determination of Appropriate Remedies and Sanctions

33. In recommending the appropriate remedy, Enforcement considered the factors described in the Revised Policy Statement on Penalty Guidelines,² including that EWP cooperated with Enforcement during the Investigation.
34. 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 and recognizes the specific considerations stated above and in the Agreement.
35. The Commission also concludes that EWP's civil penalty is consistent with the Revised Policy Statement on Penalty Guidelines.³
36. The Commission directs EWP to make the civil penalty payment and disgorgement as required by the Agreement within ten days after the Effective Date of the Agreement.
37. The Commission directs ISO-NE to allocate the disgorgement funds as set forth in the Agreement.

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*, Revised Policy Statement on Penalty Guidelines, 132 FERC ¶ 61,216 (2010).

³ *Id.*

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

EWP Renewable Corporation

Docket No. IN24-12-000

STIPULATION AND CONSENT AGREEMENT

I. INTRODUCTION

1. The Office of Enforcement (Enforcement) of the Federal Energy Regulatory Commission (Commission) and EWP Renewable Corporation (EWP) 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 (2024), into EWP's subsidiary operating company, Springfield Power, LLC (Springfield). The Investigation examined whether Springfield violated the ISO-New England (ISO-NE) Transmission, Markets, and Services Tariff (Tariff) or Commission regulations while participating in the ISO-NE capacity market on certain days between November 2019 and August 2020 (the Relevant Period).

2. EWP stipulates to the facts in Section II, but neither admits nor denies the alleged violations in Section III. EWP agrees to: (a) pay a civil penalty of \$722,000 to the United States Treasury; (b) disgorge \$259,669 to ISO-NE, inclusive of interest; and (c) provide compliance monitoring reports to Enforcement as provided more fully below.

II. STIPULATIONS

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

A. Background

3. Until December 2020 (and for the entirety of the Relevant Period), EWP owned and operated the Hemp Hill biomass generator (Hemp Hill), located in Springfield NH, through its wholly-owned subsidiary, Springfield. Springfield was the lead market participant for Hemp Hill into the markets operated by ISO-NE since 2012. The Hemp Hill generator consists of a single steam turbine and has an expected maximum net output of 17.5 MW. It generates electricity by burning woody biomass such as wood chips, pellets, and sawdust.

4. ISO-NE administers the Forward Capacity Market, in which eligible resources participate in annual Forward Capacity Auctions (FCA) to provide a certain number of MWs of capacity. A resource whose capacity clears the FCA acquires a Capacity Supply

Obligation (CSO) and commits to certain obligations spelled out in the ISO-NE Tariff in exchange for a monthly capacity payment.

5. One obligation, set forth in ISO-NE Tariff Section III.13.6.1.1.1(a), is to offer into the ISO-NE energy markets the full amount of cleared capacity, unless the unit declares an outage.

6. Another obligation, set forth in ISO-NE Tariff Section III.13.6.1.1.2, requires that all offers submitted into the ISO-NE energy markets must reflect the then-known unit-specific operating characteristics of each unit.

7. Intermittent resources with a CSO have the additional obligation, set forth in ISO-NE Tariff Section III.13.6.1.3.1(a), to submit real-time offers consistent with the characteristics of the unit.

8. For the period June 1, 2019 through May 31, 2021, Springfield cleared approximately 17 MWs of Hemp Hill's capacity in ISO-NE's capacity auctions. It received approximately \$112,000 per month during the first delivery year (June 1, 2019-May 31, 2020) and \$92,000 per month the next delivery year (June 1, 2020 - May 31, 2021).

B. December 14, 2019 Contact Attempt by ISO-NE

9. On December 14, 2019, ISO-NE's control room attempted to contact Hemp Hill to determine its availability for commitment and dispatch in the ISO's energy markets. At that time, Hemp Hill's energy market offers indicated that the generator, which was classified as an intermittent resource in ISO-NE, had been bid as unavailable for dispatch in the real-time market since November 6, 2019, but Springfield had not declared an outage. During that weekend, the ISO-NE control room repeatedly and unsuccessfully tried to contact Hemp Hill to determine why the generator's offers indicated that the plant was unavailable. The ISO made contact with staff at Hemp Hill on December 17, 2019 and was told the plant was available.

10. In subsequent communications with ISO-NE's Internal Market Monitor (IMM), Hemp Hill stated that the plant had not been out of service since November 6 but had appeared unavailable because its staff had failed to update one of the required parameters in the ISO's Standard Market Design (SMD) application following a previous outage. Specifically, beginning November 6th, Hemp Hill had been listed in the SMD with Unit Control Mode (UCM) 2, indicating it was offline but available for dispatch. According to Hemp Hill, staff at the plant inadvertently thought that this selection was sufficient to notify the ISO of the unit's status. Hemp Hill indicated that, until they were contacted by the IMM, the plant was not aware that the "Unit Default Parameters" tab in SMD had been set to "Unavailable." The plant updated its offers beginning December 18, 2019, changing

this SMD status from “Unavailable” to “Economic.”

C. Hemp Hill’s Unlicensed Boiler

11. Between July 10, 2020 and August 4, 2020, Springfield did not have a New Hampshire Department of Labor certificate authorizing it to operate Hemp Hill’s boiler. Without a licensed boiler, Hemp Hill could not produce any power and thus could not meet its CSO in ISO-NE during that time.

12. Springfield did not update Hemp Hill’s offers during this time period to reflect the unit’s unavailability – it offered in as economic and available – and it failed to submit an outage ticket to ISO-NE for 23 of the 26 days that Hemp Hill’s boiler was unlicensed, including on July 26, 2020.

D. July 26, 2020 Contact by ISO-NE

13. On July 26, 2020, Hemp Hill received a day-ahead award in the ISO’s Day Ahead energy market for July 27, 2020. Hemp Hill had not submitted an outage for July 27 and thus, as a capacity resource, was required to operate in ISO-NE’s real-time energy market. That same day, the ISO control room contacted Hemp Hill to confirm that the generator would be available to operate on July 27. Hemp Hill staff indicated that the plant would not be available to operate the following day. The ISO put Hemp Hill on outage beginning July 26 through July 27. Hemp Hill extended this outage through July 29, 2020.

14. In a subsequent communication to the IMM, Springfield explained that the gaskets for the boiler doors were being replaced, which rendered the Hemp Hill unit unavailable, and an internal process failure was to blame for an outage ticket not being promptly submitted.

15. Springfield failed to update Hemp Hill’s day-ahead and real-time generation supply offers to reflect that the unit was unavailable from July 26-July 29, 2020 because of the gasket issue.

E. Enforcement’s Investigation

16. Enforcement opened the Investigation upon receiving an August 2020 referral from the ISO-NE IMM.

17. EWP fully cooperated with Enforcement during the Investigation.

III. VIOLATIONS

18. Enforcement determined that during the Relevant Period, Springfield violated provisions of the ISO-NE Tariff and 18 C.F.R. § 35.41(a) by failing to offer, operate and

schedule the Hemp Hill plant consistent with the ISO-NE Tariff.

19. Market Rule 1 of the ISO-NE Tariff governs the operation of New England's wholesale electricity markets and includes detailed information on pricing, scheduling, offering, bidding, settlement, and other procedures related to the purchase and sale of electricity. Section 1 of Market Rule 1 specifically requires, in relevant part, that, "Market Participants shall make available their Pool-Scheduled Resources to the ISO for coordinated operation to supply the needs of the New England Control Area for energy and ancillary services." ISO-NE Tariff § III.1.10.2(d).

20. Enforcement determined that Springfield violated Section III.1.10.2(d) of the ISO-NE Tariff on July 26, 2020. On this day, Springfield was a Pool-Scheduled Resource in ISO-NE and was not available to run. Based on this conduct, Springfield failed to make its resource available for coordinated operations in violation of Market Rule 1.

21. Section 13 of Market Rule 1 of ISO-NE's Tariff outlines the FCA requirements for market participants. As part of these requirements, market participants offering their capacity resource into the day-ahead and real-time markets must offer those resources consistent with the resource's capabilities to respond to awards in those markets. Specifically, "A Generating Capacity Resource having a Capacity Supply Obligation shall be offered into both the Day-Ahead Energy Market and Real-Time Energy Market at a MW amount equal to or greater than its Capacity Supply Obligation whenever the resource is physically available. If the resource is physically available at a level less than its Capacity Supply Obligation, however, the resource shall be offered into both the Day-Ahead Energy Market and Real-Time Energy Market at that level . . ." ISO-NE Tariff, § III.13.6.1.1.1(a) (Energy Market Offer Requirements).

22. Section 13 of Market Rule 1 of ISO-NE's Tariff further requires that a capacity resource's offers accurately reflect that resource's operating characteristics. Specifically, "[f]or each day, Day-Ahead Energy Market and Real-Time Energy Market offers for the listed portion of a resource must reflect the then-known unit-specific operating characteristics (taking into account, among other things, the physical design characteristics of the unit) consistent with Good Utility Practice." ISO-NE Tariff, § III.13.6.1.1.2 (Requirement that Offers Reflect Accurate Generating Capacity Resource Operating Characteristics).

23. Section 13 of Market Rule 1 of ISO-NE's Tariff imposes a similar obligation on Intermittent Resources with a CSO. Specifically, market participants "are required to submit offers for Intermittent Power Resources with a Capacity Supply Obligation for use in the Real-Time Energy Market consistent with the characteristics of the resource." ISO-NE Tariff, § III.13.6.1.3.1(a) (Energy Market Offer Requirements).

3.

24. Enforcement determined that Springfield violated Sections III.13.6.1.1.2 and

III.13.6.1.3.1(a) on certain days between November 6, 2019 and December 18, 2019. During this time, Springfield's offers indicated that Hemp Hill was simultaneously available and unavailable.

25. Enforcement determined that Springfield violated Sections III.13.6.1.1.1(a) and III.13.6.1.1.2 of the ISO-NE Tariff on certain days between July 10, 2020 and August 4, 2020 when Hemp Hill's boiler was unlicensed and it was unable to respond to the July 27 dispatch award. Hemp Hill's failure to have a valid certificate for its boiler meant that Hemp Hill could not actually operate its boiler during that time, which implicated Springfield's obligations under the ISO-NE Tariff to update its offers to reflect the unit's unavailability and to submit outage tickets. In addition, Enforcement determined that Springfield also violated these provisions on July 26, 2020, when Hemp Hill was unable to respond to ISO-NE's day-award for July 27, 2020 notwithstanding its offers for that day indicating that the unit was available.

26. By failing to properly operate and schedule its generating facility and by failing to communicate outages at its facility to ISO-NE while participating in the ISO's capacity market, Springfield was not offering Hemp Hill's capacity consistent with the ISO's capacity supply offer requirements in ISO-NE Tariff Sections III.13.6.1.1.1(a), III.13.6.1.1.2, and III.13.6.1.3.1(a).

27. By finding that Springfield violated the ISO-NE Tariff as described above, Enforcement determined that this same conduct violates 18 C.F.R. § 35.41(a), the Commission's Market Behavior Rule on Unit Operation. This provision requires that Sellers in Commission-approved organized markets, ". . . operate and schedule generating facilities, undertake maintenance, declare outages, and commit or otherwise bid supply in a manner that complies with the Commission-approved rules and regulations of the applicable market." 18 C.F.R. § 35.41(a) (2024).

IV. REMEDIES AND SANCTIONS

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

A. Civil Penalty

29. EWP agrees to pay a civil penalty of \$722,000 to the United States Treasury, by wire transfer, within ten days after the Effective Date of this Agreement, as defined herein.

B. Disgorgement

30. EWP agrees to pay disgorgement within ten days of the Effective Date of this Agreement to ISO New England, Inc. in the amount of \$259,669, inclusive of interest, to be allocated by ISO-NE in its discretion for the benefit of ISO-NE customers. This disgorgement represents the unjust profits Springfield obtained in capacity payments for the 66 days of the Relevant Period it was unable to operate in accordance with certain ISO-NE Tariff requirements.

C. Compliance

31. EWP shall submit an annual compliance monitoring report to Enforcement one year after the Effective Date of the Agreement. This compliance monitoring report shall be submitted no later than 30 days after the end of the one-year reporting period that follows the Effective Date of the Agreement. After the receipt of that report, Enforcement may, at its sole discretion, require EWP to submit an annual report for one additional year. If a second compliance monitoring report is required, it shall be due one year after the first compliance monitoring report was submitted.

32. Each compliance monitoring report shall: (1) describe all compliance measures and procedures EWP instituted or modified during the prior year related to its participation in FERC-jurisdictional markets; (2) identify any known violations subject to the Commission's jurisdiction that occurred during the prior year, including a description of the nature of the violation and what steps were taken to rectify the situation; and (3) describe all Commission-related compliance training that it administered during the prior year, including the dates such training occurred, the topics covered, and the procedures used to confirm which personnel attended.

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

34. Upon request by Enforcement, EWP shall provide to Enforcement documentation supporting the contents of its reports.

V. TERMS

35. 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 EWP and any affiliated entity, and their respective agents, officers, directors, or employees, both past and present.

36. Commission approval of this Agreement without material modification shall release EWP and forever bar the Commission from holding EWP, any affiliated entity, 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.

37. Failure by EWP to make the disgorgement or civil penalty payments, or to comply with the compliance obligations agreed to herein, or 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 EWP to additional action under the enforcement provisions of the FPA.

38. If EWP does not make the required civil penalty and disgorgement payments described above within the times agreed by the parties, interest 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 the penalty specified above and any other enforcement action and penalty that the Commission may take or impose.

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

40. 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 EWP has been made to induce the signatories or any other party to enter into the Agreement.

41. 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 EWP shall be bound by any provision or term of the Agreement, unless otherwise agreed to in writing by Enforcement and EWP.

42. In connection with the civil penalty provided for herein, EWP agrees that the Commission's order approving the Agreement without material modification shall be a final and unappealable order assessing a civil penalty under section 316A(b) of the FPA, 16 U.S.C. § 825o-1(b). EWP 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.

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

Docket No. IN24-12-000

- 8 -

44. 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.

45. The undersigned representative of EWP 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.

46. This Agreement is executed in duplicate, each of which so executed shall be deemed to be an original.

Agreed to and Accepted:



Janel Burdick
Director, Office of Enforcement
Federal Energy Regulatory Commission

Date: December 20, 2024



Daekuen Jo
President & CEO
EWP Renewable Corporation

Date: November 12, 2024

Document Content (s)

IN24-12-000.docx.....1