

174 FERC ¶ 61,001  
UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: James P. Danly, Chairman;  
Neil Chatterjee and Richard Glick.

Algonquin Power Windsor Locks LLC

Docket No. IN21-2-000

ORDER APPROVING STIPULATION AND CONSENT AGREEMENT

(Issued January 5, 2021)

1. The Commission approves the attached Stipulation and Consent Agreement (Agreement) between the Office of Enforcement (Enforcement) and Algonquin Power Windsor Locks LLC (Windsor Locks). This order is in the public interest because it resolves on fair and equitable terms Enforcement's investigation under Part 1b of the Commission's regulations, 18 C.F.R. Part 1b (2020), concerning Windsor Locks's activities in the ISO-New England, Inc. (ISO-NE) markets (the Investigation). Specifically, the Investigation addressed whether Windsor Locks complied with its offer obligations in the ISO-NE energy markets during the period July 1, 2012 through September 24, 2013 (the Relevant Period).

2. Windsor Locks agrees to: (a) pay a civil penalty of \$1,000,000 to the United States Treasury; (b) disgorge \$1,119,073.15, inclusive of interest, to ISO-NE; and (c) be subject to compliance monitoring. Windsor Locks stipulates to the facts set forth in Section II of the Agreement, but neither admits nor denies the alleged violations.

**I. Facts**

3. In 2003, Windsor Locks purchased a combined-cycle cogeneration facility in Connecticut that served an adjacent paper mill. At that time, the generation facility consisted of a dual-fueled 40 MW generator (the Frame 6 Generator) and a 16 MW steam turbine generator, for a combined gross capacity of 56 MW, and two package boilers. The 16 MW steam turbine generator could be fed by steam from the Frame 6 Generator or the package boilers. The generators were behind a single meter and were connected to the power grid through a step-up transformer that had a maximum capacity of 44 to 47.5 MW. Windsor Locks sold excess power from the plant pursuant to a PURPA agreement.

4. The PURPA agreement expired in 2010. Windsor Locks then became a dispatchable resource in the ISO-NE energy markets and an Intermittent Power Resource (IPR) in the ISO-NE Forward Capacity Market (FCM). It hired a third party to serve as its lead market participant (LMP) and to provide bidding strategies and guidance on compliance matters. Windsor Locks later moved its LMP function in-house, replacing its third-party LMP with its affiliate, Algonquin Energy Services Inc. (AES), to provide

bidding, gas acquisition, and other management services. AES did not have sufficient experience scheduling resources in the ISO-NE markets or managing the attendant tariff obligations at the time it was designated Windsor Locks's LMP.

5. In July 2012, Windsor Locks installed a smaller gas generator, a 15 MW Solar Titan Generator. The Solar Titan Generator enabled Windsor Locks to better match its steam and power output to the paper mill's needs. Windsor Locks supplied interconnection information to ISO-NE during the interconnection process of the Solar Titan Generator. Nevertheless, the Solar Titan Generator was installed with the other generators in such a way that ISO-NE's grid monitoring software recorded the electricity being generated by all three generators (the 40 MW Frame 6 Generator, the 16 MW steam turbine generator, and the 15 MW Solar Titan Generator) as one resource, instead of recording separate meter data for each of the generation facilities.

6. As a result of the way in which the facility was modeled, if ISO-NE detected electricity flowing from Windsor Locks, ISO-NE's software was not able to distinguish which generator was operating absent additional communication from Windsor Locks or AES. Since there were multiple generators, each with its own characteristics, looked at by ISO-NE as one homogeneous unit, ISO-NE would assume for dispatch purposes that all generators were online if any positive power was being created by Windsor Locks. As a result, ISO-NE was unable to confirm how many MW of incremental energy would be available in a certain time period, and that complicated Windsor Locks's ability to offer the Frame 6 Generator into the ISO-NE energy markets from an offline state.

7. Windsor Locks and AES lacked the internal knowledge, personnel, and experience necessary to understand and manage compliance obligations after Windsor Locks added the Solar Titan Generator. They tried to continue operating according to the procedures that Windsor Locks's third-party LMP had designed before the new generator was added. Windsor Locks and AES assumed that the ISO-NE control room would alert them if Windsor Locks was violating its compliance obligations.

### **Participation in the FCM and FRM**

8. During the Relevant Period, Windsor Locks participated in the FCM, where it had a Capacity Supply Obligation (CSO) of roughly 32 MW to 37 MW (32.064 MW from July 1, 2012 through September 30, 2012; 33.920 MW from October 1, 2012 through May 31, 2013; and 37.322 MW from June 1, 2013 through the end of the Relevant Period).

9. Windsor Locks also participated in ISO-NE's Thirty-Minute Operating Reserve Forward Reserve Market (FRM). It had a FRM obligation of 35 MW for the 2012-13 Winter Commitment Period, which ran from October 1, 2012 through May 31, 2013. Section III.9.6.1 of the ISO-NE Tariff obligated Windsor Locks to offer the full 35 MWs into the ISO-NE Day-Ahead Energy Market each non-holiday weekday at or above a

certain threshold price. Failure to do so subjected Windsor Locks to ISO-imposed “failure to reserve” penalties pursuant to section III.9.7.1.

10. During the Relevant Period, AES, as Windsor Locks’s LMP, submitted energy offers into the ISO-NE Day-Ahead Energy Market. Those offers rolled into the Real-Time Energy Market, and AES generally did not modify them in the Real-Time.

11. Prior to installation of the 15 MW Solar Titan Generator (*i.e.*, prior to July 2012), Windsor Locks offered roughly 38-43 MWs into the Day-Ahead Energy Market. Beginning in July 2012, Windsor Locks generally kept the Frame 6 Generator offline and started offering approximately 10 MW into the Day-Ahead Energy Market based on the availability of the Solar Titan Generator. In October 2012, the start of the Winter Commitment Period, Windsor Locks began offering power from the Frame 6 Generator to comply with its 35 MW FRM obligation for that commitment period.

12. Toward the end of 2012, ISO-NE notified Windsor Locks that the way in which the resource was modeled at that time in the ISO-NE systems assumed the Frame 6 Generator was online when it was not. As a result, ISO-NE suggested that the Frame 6 Generator either remain online or be bid into the Day-Ahead Energy Market in a different manner. Windsor Locks determined that the cost to keep the Frame 6 Generator online far exceeded the revenues that Windsor Locks would have earned in the FRM, so Windsor Locks tried to shed its entire FRM obligation for the Winter Commitment Period. It shed its obligation for December 2012 but was unable to do so for the rest of the period. Unable to shed its obligation and unwilling to incur the significant costs that would have been required to keep the Frame 6 Generator online, Windsor Locks stopped offering the MWs required of its 35 MW FRM obligation, deciding instead to pay ISO-NE’s penalties for failure to reserve.

13. Starting in December 2012, Windsor Locks stopped regularly offering power from the Frame 6 Generator into the FCM and FRM, doing so only when the market conditions justified starting up that generator. Windsor Locks offered between 10 and 15 MWs in December 2012 and January 2013 (which represented the surplus output from the Solar Titan Generator and steam turbine generator) and 2 to 4 MWs (the surplus output from the Solar Titan Generator alone) until the end of the Relevant Period. As an IPR, Windsor Locks believed such offers satisfied its offer obligations under section III.13.6.1.3.1 of the ISO-NE Tariff (which ISO-NE revised after the Relevant Period and, in the process, clarified IPR compliance obligations).

14. ISO-NE staff asked to meet with staff from Windsor Locks and AES in December 2012 to discuss Windsor Locks’s offers. As described above, to address the complications arising from the way in which the Windsor Locks units were modeled in the ISO-NE systems, ISO-NE and Windsor Locks decided to re-register Windsor Locks with ISO-NE to break the single resource with three generators (the Frame 6 Generator, the Solar Titan Generator, and the steam turbine generator) into two pseudo-combined resources – one made up of the Frame 6 Generator and part of the steam turbine generator

and the other made up of the Solar Titan Generator and the remainder of the steam turbine generator. Splitting up the generators in that way allowed Windsor Locks to make separate offers for the Frame 6 Generator and Solar Titan Generator, thereby allowing ISO-NE to see each generator separately.

15. Once the units were re-registered, Windsor Locks started offering 45 MW into the Day-Ahead Energy Market, and those offers rolled over into the Real-Time Energy Market, consistent with Windsor Locks's FCM obligations.

## II. Violations

17. Enforcement determined that Windsor Locks's failure to make required offers into the ISO-NE energy markets violated the provisions of the ISO-NE Tariff related to the FCM and FRM identified below and section 35.41(a) of the Commission's regulations.

18. Section III.13.6.1.3.1 of the ISO-NE Tariff requires IPRs to "submit offers for use in the Real-Time Energy Market consistent with the characteristics of the resource." Enforcement determined that the characteristics of the units allowed Windsor Locks to offer at least its CSO of 32-37 MW, but that it and AES did not do so.

19. IPRs are also considered Generating Capacity Resources under the ISO-NE Tariff and, therefore, are subject to certain requirements that apply to such resources. Windsor Locks's offers did not comply with section III.13.6.1.1.2 of the Tariff, which mandates that "[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. Resources must re-declare to the ISO any changes to the offer parameters that occur in Real-Time to reflect the known capability of the Resource." Enforcement determined that the offers did not reflect the resource's unit-specific operating characteristics. Moreover, it determined that Windsor Locks should be required to disgorge a portion of the capacity payments it received during the Relevant Period commensurate with the degree to which the offers fell short of the FCM offer obligation.

20. As it relates to the FRM, Windsor Locks's failure to submit appropriate offers into the Day-Ahead Energy Market violated section III.9.6.1 of the ISO-NE Tariff. That section requires resources participating in the FRM to offer their reserve obligation at a certain threshold price into the ISO-NE Day-Ahead Energy Market every day during the commitment period. During the 2012-13 Winter Reliability Commitment period, Windsor Locks was required to offer 35 MWs into the Day-Ahead Energy Market at a certain threshold price. From December 2012 through May 2013, however, it did not offer that energy at any price (let alone at the threshold price). Windsor Locks received total gross payments of \$17,036 for its participation in the FRM during that Commitment Period. It was assessed \$102,936 in Failure-to-Reserve penalties by ISO-NE, pursuant to

section III.9.7.1 of the Tariff, resulting in a net overall charge to Windsor Locks of \$85,900.

21. Finally, the failure to comply with the offer requirements established by the ISO-NE Tariff constitutes a separate violation of Commission Regulation section 35.41(a). That regulation states: “Where a Seller participates in a Commission-approved organized market, Seller must 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.” Windsor Locks was a “seller” under the regulations, by virtue of having market-based rate authority. As described above, it did not commit or bid supply in accordance with the Commission-approved ISO-NE Tariff requirements governing the FCM and the FRM.

### **III. Stipulation and Consent Agreement**

22. Enforcement and Windsor Locks have resolved the Investigation by means of the attached Agreement.

23. Windsor Locks stipulates to the facts set forth in Section II of the Agreement, but neither admits nor denies the alleged violations set forth in Section III of the Agreement.

24. Windsor Locks agrees to pay a civil penalty of \$1,000,000 to the United States Treasury and disgorge \$1,119,073.15, inclusive of interest, to ISO-NE.

25. Windsor Locks agrees to submit an annual compliance monitoring report, in accordance with the terms of the Agreement, with the requirement of a second annual report at Enforcement’s option.

### **IV. Determination of Appropriate Sanctions and Remedies**

26. In recommending the appropriate remedy, Enforcement considered the factors described in the Revised Policy Statement on Penalty Guidelines,<sup>1</sup> including the fact that Windsor Locks cooperated with Enforcement during the Investigation. Given that the administrative penalties assessed by ISO-NE for Windsor Locks’s FRM violations exceeded the payments that Windsor Locks received through the FRM during the Relevant Period, Enforcement did not recommend additional civil penalties or disgorgement related to those violations.

27. 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

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<sup>1</sup> *Enforcement of Statutes, Orders, Rules and Regulations*, 132 FERC ¶ 61,216 (2010).

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of the conduct and recognizes the specific considerations stated above and in the Agreement.

28. The Commission directs Windsor Locks to make the civil penalty and disgorgement payments as required by the Agreement within ten days of the Effective Date of the Agreement.

29. The Commission directs ISO-NE to allocate the disgorged funds in its discretion for the benefit of load and upon approval by Enforcement of ISO-NE's plan for doing so.

The Commission orders:

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

By the Commission. Commissioner Clements is not participating.  
Commissioner Christie is not participating.

( S E A L )

Nathaniel J. Davis, Sr.,  
Deputy Secretary.

UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Algonquin Power Windsor Locks LLC

Docket No. IN21-002

**STIPULATION AND CONSENT AGREEMENT**

**I. INTRODUCTION**

1. The Office of Enforcement (Enforcement) of the Federal Energy Regulatory Commission (Commission) and Algonquin Power Windsor Locks LLC (Windsor Locks) enter into this Stipulation and Consent Agreement (Agreement) to resolve a nonpublic, preliminary investigation (Investigation) conducted by Enforcement pursuant to Part 1b of the Commission's regulations, 18 C.F.R. Part 1b (2020). The Investigation addressed whether Windsor Locks complied with its offer obligations in the ISO-New England, Inc. (ISO-NE) energy markets during the period July 1, 2012 through September 24, 2013 (the Relevant Period).

2. Windsor Locks stipulates to the facts in Section II, but neither admits nor denies the alleged violations in Section III. Windsor Locks agrees to: (a) pay a civil penalty of \$1,000,000 to the United States Treasury; (b) disgorge \$1,119,073.15, inclusive of interest, to ISO-NE; and (c) be subject to compliance monitoring as provided more fully below.

**II. STIPULATIONS**

Enforcement and Windsor Locks hereby stipulate and agree to the following facts.

3. In 2003, Windsor Locks purchased a combined-cycle cogeneration facility in Connecticut that served an adjacent paper mill. At that time, the generation facility consisted of a dual-fueled 40 MW generator (the Frame 6 Generator) and a 16 MW steam turbine generator, for a combined gross capacity of 56 MW, and two package boilers. The 16 MW steam turbine generator could be fed by steam from the Frame 6 Generator or the package boilers. The generators were behind a single meter and were connected to the power grid through a step-up transformer that had a maximum capacity of 44 to 47.5 MW. Windsor Locks sold excess power from the plant pursuant to a PURPA agreement.

4. The PURPA agreement expired in 2010. Windsor Locks then became a dispatchable resource in the ISO-NE energy markets and an Intermittent Power Resource (IPR) in the ISO-NE Forward Capacity Market (FCM). It hired a third party to serve as its lead market participant (LMP) and to provide bidding strategies and guidance on compliance matters. Windsor Locks later moved its LMP function in-house, replacing its third-party LMP with its affiliate, Algonquin Energy Services Inc. (AES), to provide

bidding, gas acquisition, and other management services. AES did not have sufficient experience scheduling resources in the ISO-NE markets or managing the attendant tariff obligations at the time it was designated Windsor Locks's LMP.

5. In July 2012, Windsor Locks installed a smaller gas generator, a 15 MW Solar Titan Generator. The Solar Titan Generator enabled Windsor Locks to better match its steam and power output to the paper mill's needs. Windsor Locks supplied interconnection information to ISO-NE during the interconnection process of the Solar Titan Generator. Nevertheless, the Solar Titan Generator was installed with the other generators in such a way that ISO-NE's grid monitoring software recorded the electricity being generated by all three generators (the 40 MW Frame 6 Generator, the 16 MW steam turbine generator, and the 15 MW Solar Titan Generator) as one resource, instead of recording separate meter data for each of the generation facilities.

6. As a result of the way in which the facility was modeled, if ISO-NE detected electricity flowing from Windsor Locks, ISO-NE's software was not able to distinguish which generator was operating absent additional communication from Windsor Locks or AES. Since there were multiple generators, each with its own characteristics, looked at by ISO-NE as one homogeneous unit, ISO-NE would assume for dispatch purposes that all generators were online if any positive power was being created by Windsor Locks. As a result, ISO-NE was unable to confirm how many MW of incremental energy would be available in a certain time period, and that complicated Windsor Locks's ability to offer the Frame 6 Generator into the ISO-NE energy markets from an offline state.

7. Windsor Locks and AES lacked the internal knowledge, personnel, and experience necessary to understand and manage compliance obligations after Windsor Locks added the Solar Titan Generator. They tried to continue operating according to the procedures that Windsor Locks's third-party LMP had designed before the new generator was added. Windsor Locks and AES assumed that the ISO-NE control room would alert them if Windsor Locks was violating its compliance obligations.

#### **A. Participation in the FCM and FRM**

8. During the Relevant Period, Windsor Locks participated in the FCM, where it had a Capacity Supply Obligation (CSO) of roughly 32 MW to 37 MW (32.064 MW from July 1, 2012 through September 30, 2012; 33.920 MW from October 1, 2012 through May 31, 2013; and 37.322 MW from June 1, 2013 through the end of the Relevant Period).

9. Windsor Locks also participated in ISO-NE's Thirty-Minute Operating Reserve Forward Reserve Market (FRM). It had a FRM obligation of 35 MW for the 2012-13 Winter Commitment Period, which ran from October 1, 2012 through May 31, 2013. Section III.9.6.1 of the ISO-NE Tariff obligated Windsor Locks to offer the full 35 MWs into the ISO-NE Day-Ahead Energy Market each non-holiday weekday at or above a certain threshold price. Failure to do so subjected Windsor Locks to ISO-imposed "failure to reserve" penalties pursuant to section III.9.7.1.



10. During the Relevant Period, AES, as Windsor Locks's LMP, submitted energy offers into the ISO-NE Day-Ahead Energy Market. Those offers rolled into the Real-Time Energy Market, and AES generally did not modify them in the Real-Time.

11. Prior to installation of the 15 MW Solar Titan Generator (*i.e.*, prior to July 2012), Windsor Locks offered roughly 38-43 MWs into the Day-Ahead Energy Market. Beginning in July 2012, Windsor Locks generally kept the Frame 6 Generator offline and started offering approximately 10 MW into the Day-Ahead Energy Market based on the availability of the Solar Titan Generator. In October 2012, the start of the Winter Commitment Period, Windsor Locks began offering power from the Frame 6 Generator to comply with its 35 MW FRM obligation for that commitment period.

12. Toward the end of 2012, ISO-NE notified Windsor Locks that the way in which the resource was modeled at that time in the ISO-NE systems assumed the Frame 6 Generator was online when it was not. As a result, ISO-NE suggested that the Frame 6 Generator either remain online or be bid into the Day-Ahead Energy Market in a different manner. Windsor Locks determined that the cost to keep the Frame 6 Generator online far exceeded the revenues that Windsor Locks would have earned in the FRM, so Windsor Locks tried to shed its entire FRM obligation for the Winter Commitment Period. It shed its obligation for December 2012 but was unable to do so for the rest of the period. Unable to shed its obligation and unwilling to incur the significant costs that would have been required to keep the Frame 6 Generator online, Windsor Locks stopped offering the MWs required of its 35 MW FRM obligation, deciding instead to pay ISO-NE's penalties for failure to reserve.

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14. ISO-NE staff asked to meet with staff from Windsor Locks and AES in December 2012 to discuss Windsor Locks's offers. As described above, to address the complications arising from the way in which the Windsor Locks units were modeled in the ISO-NE systems, ISO-NE and Windsor Locks decided to re-register Windsor Locks with ISO-NE to break the single resource with three generators (the Frame 6 Generator, the Solar Titan Generator, and the steam turbine generator) into two pseudo-combined resources – one made up of the Frame 6 Generator and part of the steam turbine generator and the other made up of the Solar Titan Generator and the remainder of the steam turbine generator. Splitting up the generators in that way allowed Windsor Locks to

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make separate offers for the Frame 6 Generator and Solar Titan Generator, thereby allowing ISO-NE to see each generator separately.

15. Once the units were re-registered, Windsor Locks started offering 45 MW into the Day-Ahead Energy Market, and those offers rolled over into the Real-Time Energy Market, consistent with Windsor Locks's FCM obligations.

### III. VIOLATIONS

16. Enforcement determined that Windsor Locks's failure to make required offers into the ISO-NE energy markets violated the provisions of the ISO-NE Tariff related to the FCM and FRM identified below and section 35.41(a) of the Commission's regulations.

17. Section III.13.6.1.3.1 of the ISO-NE Tariff requires IPRs to "submit offers for use in the Real-Time Energy Market consistent with the characteristics of the resource." Enforcement determined that the characteristics of the units allowed Windsor Locks to offer at least its CSO of 32-37 MW, but that Windsor Locks and AES did not do so.

18. IPRs are also considered Generating Capacity Resources under the ISO-NE Tariff and, therefore, are subject to certain requirements that apply to such resources. Windsor Locks's offers did not comply with section III.13.6.1.1.2 of the Tariff, which mandates that "[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. Resources must re-declare to the ISO any changes to the offer parameters that occur in Real-Time to reflect the known capability of the Resource." Enforcement determined that the offers did not reflect the resource's unit-specific operating characteristics. Moreover, it determined that Windsor Locks should be required to disgorge a portion of the capacity payments it received during the Relevant Period commensurate with the degree to which the offers fell short of the FCM offer obligation.

19. As it relates to the FRM, Windsor Locks's failure to submit appropriate offers into the Day-Ahead Energy Market violated section III.9.6.1 of the ISO-NE Tariff. That section requires resources participating in the FRM to offer their reserve obligation at a certain threshold price into the ISO-NE Day-Ahead Energy Market every day during the commitment period. During the 2012-13 Winter Reliability Commitment period, Windsor Locks was required to offer 35 MWs into the Day-Ahead Energy Market at a certain threshold price. From December 2012 through May 2013, however, it did not offer that energy at any price (let alone at the threshold price). Windsor Locks received total gross payments of \$17,036 for its participation in the FRM during that Commitment Period. It was assessed \$102,936 in Failure-to-Reserve penalties by ISO-NE, pursuant to section III.9.7.1 of the Tariff, resulting in a net overall charge to Windsor Locks of \$85,900.

20. Finally, the failure to comply with the offer requirements established by the ISO-NE Tariff constitutes a separate violation of Commission Regulation section 35.41(a). That regulation states: “Where a Seller participates in a Commission-approved organized market, Seller must 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.” Windsor Locks was a “seller” under the regulations, by virtue of having market-based rate authority. As described above, it did not commit or bid supply in accordance with the Commission-approved ISO-NE Tariff requirements governing the FCM and the FRM.

#### **IV. REMEDIES AND SANCTIONS**

21. For purposes of settling any and all claims, civil and administrative disputes and proceedings arising from or related to Windsor Locks’s conduct evaluated in Enforcement’s Investigation, Windsor Locks 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. Nevertheless, Windsor Locks takes responsibility for the offers that its agent, AES, submitted on its behalf and it agrees to undertake obligations set forth in the following paragraphs.

##### **A. Civil Penalty**

22. Windsor Locks agrees to pay a civil penalty of \$1,000,000 to the United States Treasury, by wire transfer, within ten days after the Effective Date of this Agreement, as defined herein.

##### **B. Disgorgement**

23. Windsor Locks agree to pay disgorgement within ten days of the Effective Date of this Agreement to ISO New England, Inc. in the amount of \$1,119,073.15, inclusive of interest.

##### **C. Compliance**

24. Windsor Locks has made significant improvements in its FERC compliance program, including enhancing its policies, procedures, and compliance training, and conducting ongoing compliance reviews. Its parent company appointed a Chief Compliance and Risk Officer and hired FERC compliance staff for Windsor Locks and AES. In addition, Windsor Locks has re-engaged a third-party LMP to conduct its bidding in ISO-NE.

25. Windsor Locks shall submit an annual compliance monitoring report to Enforcement one year after the Effective Date of the Agreement. After the receipt of that report, Enforcement may, at its sole discretion, require Windsor Locks to submit an annual report for one additional year.

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26. Each compliance monitoring report shall: (1) identify any known violations of the ISO-NE Tariff or Commission regulations regarding Windsor Locks's offering of its generation units into the ISO-NE Day-Ahead or Real-Time Energy Markets 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 it instituted or modified during the reporting period related to compliance with such Commission regulations; and (3) describe all Commission-related compliance training that it administered during the reporting period, including the dates such training occurred, the topics covered, and the procedures used to confirm which personnel attended.

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

28. Upon request by Enforcement, Windsor Locks shall provide to Enforcement documentation supporting the contents of its reports.

## V. TERMS

29. The "Effective Date" of this Agreement shall be the date on which the Commission issues an order approving this Agreement without material modification.

30. When effective, this Agreement shall resolve the matters specifically addressed herein that arose on or before the Effective Date as to Windsor Locks and any affiliated entity, and their respective agents, officers, directors, or employees, both past and present.

31. Commission approval of this Agreement without material modification shall release Windsor Locks and forever bar the Commission from holding Windsor Locks, 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.

32. Failure by Windsor Locks to make the disgorgement, interest, 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 Windsor Locks to additional action under the enforcement provisions of the FPA.

33. If Windsor Locks does not make the required civil penalty and disgorgement payments described above within the times agreed by the parties, interest will be

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calculated pursuant to 18 C.F.R. § 35.19a(a)(2)(iii)(A), and (B) from the date that payment is due, in addition to the penalty specified above and any other enforcement action and penalty that the Commission may take or impose.

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

35. 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 Windsor Locks has been made to induce the signatories or any other party to enter into the Agreement.

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

37. In connection with the civil penalty provided for herein, Windsor Locks 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). Windsor Locks 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.

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

39. 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.

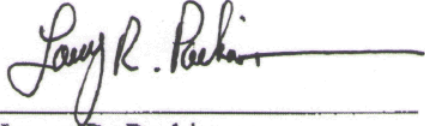
40. The undersigned representative of Windsor Locks affirms that he or she has read the Agreement, that all of the matters set forth in the Agreement are true and correct to the best of his or her knowledge, information and belief, and that he or she understands that the Agreement is entered into by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

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

Agreed to and Accepted:



Larry R. Parkinson  
Director, Office of Enforcement  
Federal Energy Regulatory Commission

Date: 12/29/2020



Charles Ashman  
President  
Algonquin Power Windsor Locks LLC

Date: 12/29/2020

Document Content(s)

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