

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

New York Independent System Operator, Inc.)	Docket No. ER25-____
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)	

IMPLEMENTATION AGREEMENT

Pursuant to Section 205 of the Federal Power Act (“FPA”), 16 U.S.C. § 824d, and Part 35 of the Federal Energy Regulatory Commission’s regulations, 18 C.F.R. § 35, *et seq.*, and Section 4.1.9.3 of the New York Independent System Operator Inc. (“NYISO”) Market Administration and Control Area Services Tariff (“Services Tariff”), Ravenswood Operations, LLC (“Ravenswood”) and the NYISO (individually, a “Party” and collectively, the “Parties”) hereby submit to the Federal Energy Regulatory Commission (“FERC” or the “Commission”) this Implementation Agreement fully resolving the compensation, terms, and conditions under which Ravenswood will generate electric energy at its Ravenswood Generating Station in Astoria, New York using ultra-low sulfur heating oil (referred to as “ULSHO” or “Fuel Oil”) in lieu of natural gas in furtherance of New York State Reliability Council’s Local Reliability Rule G.2 (Loss of Generator Gas Supply - New York City) (“Rule G.2”) (“Fuel Oil Burn for G.2”) during a six-year period beginning May 1, 2024 and ending April 30, 2030. It also confirms the agreed upon cost sharing mechanism whereby Ravenswood and the NYISO will share the prudently incurred capital costs associated with converting the onsite storage facilities and infrastructure from #4 to ULSHO as well as associated revisions to electric generating Units 10, 20, and 30. Payments made by the

NYISO for commodity, emissions and Fuel Oil taxes, as applicable, shall be in accordance with its Services Tariff.¹

As this Implementation Agreement is fair and reasonable, in the public interest, consistent with previously approved settlement agreements among the Parties and other market participants and, to the best of the Parties' knowledge, unopposed, the Parties urge prompt approval by the Commission of this Implementation Agreement without condition or modification to be effective as of February 1, 2025.

SECTION ONE

PROVISION OF FUEL OIL BURN FOR G.2

1.1 During the term of this Implementation Agreement, in consideration of the payments described in Section 2 and in response to requests from the NYISO and/or Con Edison as the Transmission Owner designated by Rule G.2, Ravenswood will burn Fuel Oil for G.2 needs, unless it would cause electric generating Units 10, 20, or 30 (collectively "Units" or individually "Unit") to violate the emissions limitations contained in their current permits from the New York State Department of Environmental Conservation ("NYDEC") and the U.S. Environmental Protection Agency ("EPA"). In the event Ravenswood forecasts in any notice required by Section 1.2 hereof that one or more of its Units is likely to violate the emissions limitations contained in their current permits, Ravenswood will make a good faith effort to obtain a waiver of such limits for the applicable Unit(s) from the NYDEC, or, as applicable, the EPA. However, this Implementation Agreement does not require Ravenswood to invest in any improvements, changes or upgrades to its Units to reduce

¹ Consolidated Edison Company of New York, Inc.'s ("Con Edison") steam operations ("Con Edison Steam") is also sharing in the costs associated with the provision of comingled Fuel Oil supply and burning. Although those agreements are not subject to the Commission's jurisdiction, this filing includes information related to how costs are divided among the three uses.

emissions further than current air permit limits, and Ravenswood is not seeking compensation under this Implementation Agreement in order to make such improvements, changes or upgrades. Ravenswood reserves all rights it may have to seek separate recovery of such costs in a new proceeding should any Unit become required to reduce its emissions, provided, however, that nothing in this Implementation Agreement shall limit or abridge any Party's or non-party's right to protest the recovery of such costs. In the event that Ravenswood receives a request to provide Fuel Oil Burn for G.2 and Ravenswood is forecasting that such burn is likely to cause one or more of its Units to violate the emissions limitations contained in the applicable air permit(s), Ravenswood will notify the NYISO and Con Edison System Operation, as the Transmission Owner designated by Rule G.2, that continued operation of the Unit(s) will be limited to burning natural gas unless and until (i) an applicable waiver request is granted that fully relieves Ravenswood from its emission limitations for the applicable Unit(s) or (ii) Ravenswood no longer is forecasting that additional use of Fuel Oil will result in the Unit(s) violating the emissions limitations contained in the applicable air permit(s). Ravenswood will notify the NYISO, Con Edison System Operation, and the City of New York when it submits its waiver request to the EPA and/or, if applicable, the NYDEC and will provide a copy of such waiver request to the NYISO, Con Edison System Operation, and the City of New York on a confidential basis subject to limited distribution as described in Section 1.2 below.

- 1.2 Ravenswood shall provide the NYISO and Con Edison System Operation, as the Transmission Owner designated by Rule G.2, on a confidential basis, the following notifications and communications related to its actual and forecast Fuel Oil burn that would violate the emissions limitations contained in the current permits. Ravenswood's

confidential notifications and communications will remind Con Edison, as the Transmission Owner designated by Rule G.2, of its obligation not to disclose any of the information Ravenswood provides in such confidential notifications and communications to any “marketing function employee” as that term is defined in 18 C.F.R §358.3. To the extent the forecasts provided by Ravenswood as described below cause it to believe that one or more Units is likely to violate the emissions limitations contained in the current permits, Ravenswood shall specifically identify such forecast in the Notice.

- 1.3 In order to efficiently provide Fuel Oil Burn for G.2 and satisfy its Fuel Oil procurement, storage, handling, and delivery obligations for all Fuel Oil use at the Ravenswood site during the period of May 1, 2024 through April 30, 2030, Ravenswood and Ravenswood Services LLC will co-mingle the use of their Fuel Oil storage and delivery facilities as well as Operation and Maintenance (“O&M”) activities and administrative services with the use of other Fuel Oil customers served from the Ravenswood site (“co-mingling”). In addition, Ravenswood will provide certain associated acquisition and transport administrative services. Accordingly, during the period May 1, 2024 through April 30, 2030, Ravenswood will provide Fuel Oil Burn for G.2 using a portion of the following oil storage and delivery facilities: (i) one (1) offsite storage tank (which equates to approximately 177,350 barrels of working capacity until September 30, 2024 and 148,017 barrels of working capacity from October 1, 2024 to April 30, 2030); (ii) one (1) large (approximately 40,000 barrels of working capacity) annual time chartered transient barge; (iii) the Lemon Creek stationary barge (approximately 90,000 barrels of working capacity); (iv) one (1) large (approximately 24,000 barrels of working capacity) seasonally time chartered transient barge (expected for 3-5 months) (“Seasonal Barge”) and (v) Ravenswood’s

existing onsite Fuel Oil storage tank (approximately 45,000 barrels of working capacity), subject to the Minimum Reserve Quantity required by the existing agreement between Ravenswood and Con Edison Steam.

The off-site storage tank leases and barge leases required the lessor to pay for cleaning at the end of the lease and when required inspections were due. It was assumed that one cleaning would occur during or at the end of the prior lease term because the tank and barges must be cleaned at the end of its lease to convert to ULSHO. Estimated costs were included in the tank lease fixed costs and spread out over the last three-year Implementation Agreement. Actual costs will be trued up as part of the reconciliation of costs associated with converting the service to ULSHO as outlined in Section 1.4.

CONVERSION FROM #6 TO #4

1.4 As of January 1, 2025, Ravenswood is no longer permitted to burn #4 Fuel Oil.² Accordingly, to continue to burn fuel oil beyond January 1, 2025 for any purpose, capital investments had to be made to convert its storage infrastructure and the Units' fuel oil burn capabilities to ULSHO. The Parties agreed that it was prudent for Ravenswood to proceed with the conversion process and that the costs incurred would be allocated and recovered as set forth in FERC Docket No. ER21-302-000 and the associated letter order issued on December 18, 2020.

Upon completion of the conversion from #4 to ULSHO,³ unit testing and finalizing third-party invoices and internal costs, Ravenswood will make a filing at FERC for approval to collect these costs. The filing will include the details associated with the work

² NYC Local Law No. 38.

³ As of December 31, 2024, Ravenswood converted to burning ULSHO as its alternate fuel, however, certain equipment associated with the conversion continues to be subject to testing and tuning.

performed, associated third-party and internal costs, and full reconciliation of cleaning costs previously collected as referenced in Section 1.3. This is a revision to the prior Implementation Agreement to only reconcile if cleaning costs were greater than or less than \$25,000 of the originally estimated cost. Timing of this reconciliation is also a revision to the prior Implementation Agreement. The NYISO will reimburse Ravenswood for its share of these costs within three months of the Commission's approval. These conversion costs are separate from those identified in Sections, 2.1, 2.2, and 2.3.

SECTION TWO

PAYMENT BY THE NYISO FOR COMINGLED SERVICES FOR THE PERIOD MAY 1, 2024 THROUGH APRIL 30, 2030

- 2.1 The NYISO will pay Ravenswood the Demand Charges and O&M Costs set forth below as compensation for Ravenswood's provision of Fuel Oil Burn for G.2 for the period May 1, 2024 through April 30, 2030. The term Demand Charges as used herein refers to a charge that will enable Ravenswood to recover costs for transporting, maintaining, storing, and handling Fuel Oil to provide Fuel Oil Burn for G.2 that Ravenswood incurs regardless of the amount of Fuel Oil Burn for G.2 it provides. The categories of costs that comprise the Demand Charge include, fixed and variable costs associated with leasing off-site tanks, fixed and variable costs associated with leasing the various barges, as well as the cost associated with labor to staff 24/7 readiness for Fuel Oil operation, procurement, logistics and management, taxes, Fuel Oil carrying charges and testing. Confidential Appendix A contains an itemization of the costs that form the basis for the Demand Charges. The term O&M Costs has the meaning set forth in Section 2.3 hereof. For purposes of this Implementation Agreement, "Year 1" shall be the period May 1, 2024 through April 30,

2025, “Year 2” shall be the period May 1, 2025 through April 30, 2026, “Year 3” shall be the period May 1, 2026 through April 30, 2027, “Year 4” shall be the period May 1, 2027 through April 30, 2028, “Year 5” shall be the period May 1, 2028 through April 30, 2029, and “Year 6” shall be the period May 1, 2029 through April 30, 2030.

2.1.1 The NYISO’s obligation to pay Ravenswood is conditioned on the NYISO’s continuing authority to obtain the Demand Charges from all load withdrawals in the Consolidated Edison Transmission District (other than withdrawals to supply station power) under this Implementation Agreement, the NYISO Open Access Transmission Tariff (“OATT”) and the Services Tariff.

2.2 Demand Charges⁴

The following Demand Charges were agreed to and will be payable in each of the six years of the term of this Implementation Agreement:

For Year 1	\$3,999,365.00
Year 2	\$4,200,121.00
Year 3	\$4,292,314.00
Year 4	\$4,388,689.00
Year 5	\$4,506,279.00
Year 6	\$4,615,018.00

The NYISO shall pay Ravenswood the Demand Charges for Years 1 through 6 regardless of: (i) whether Fuel Oil has been burned in accordance with G.2; (ii) the relative cost of the Fuel Oil compared to natural gas reflected in the reference levels

4 With respect to off-site tank lease, transient barge lease, Lemon Creek barge, Seasonal Barge, and on-site tank, Con Edison Steam, the NYISO and Ravenswood each pay 1/3 of the costs. With respect to O&M, Con Edison Steam, the NYISO and Ravenswood also each pay 1/3 of the costs.

for the Units; and (iii) any revisions to the Services Tariff or Rule G.2 that occur after the date this Implementation Agreement is executed. Demand Charges will be adjusted as noted in Section 2.4.1 based on the actual lease cost of the Seasonal Barge. Carrying Cost (“CC”) is a significant component of the Demand Charge. Commencing in October of Year 1, the CC is based on the historic monthly average of stored Fuel Oil (*i.e.*, 250,000 barrels (“bbl”)), a rate of \$90/bbl for a barrel of Fuel Oil to initially fill inventory, and an annual Secured Overnight Financial Rate (“SOFR”) of 4.22% plus 4%. Each May of the term of this Implementation Agreement, *i.e.*, May 2025 through May 2030, Ravenswood will revise the CC based on 250,000 bbl, the actual weighted average cost of a barrel of Fuel Oil in inventory, and the then applicable SOFR (*i.e.*, the forward looking 12-month SOFR), plus 4%. Ravenswood shall provide documentation of the actual carrying costs to the NYISO in April of each year of this Implementation Agreement.

2.3 O&M Costs

2.3.1 For every barrel of Fuel Oil burned in furtherance of G.2 that is eligible for commodity cost compensation in accordance with Section 4.1.9.2 of the Services Tariff, the NYISO shall also pay Ravenswood a per barrel O&M Cost as noted in confidential Appendix A for Fuel Oil Burn for G.2 associated with the use of the ancillary Fuel Oil equipment at the Ravenswood Generating Station. The O&M Cost shall be fixed for the term of this Implementation Agreement and shall not be subject to escalation.

2.4 Reconciliation of Seasonal Barge payments

- 2.4.1 To obtain a true-up of the invoiced Seasonal Barge payments for any year of this Implementation Agreement, Ravenswood shall provide to the NYISO all barge invoices for Year 1 by June 15, 2025, for Year 2 by June 15, 2026, for Year 3 by June 15, 2027, for Year 4 by June 15, 2028, for Year 5 by June 15, 2029, and for Year 6 by June 15, 2030. Should the invoiced Seasonal Barge costs paid by Ravenswood in Years 1, 2, 3, 4, 5, and/or 6, respectively, exceed the Seasonal Barge payment made in Years 1, 2, 3, 4, 5, and/or 6, respectively, by more than \$25,000, the NYISO shall reimburse Ravenswood for the total excess of the invoiced cost over the Seasonal Barge payment made. Should the Seasonal Barge payment made in Years 1, 2, 3, 4, 5, and/or 6, respectively, exceed the invoiced Seasonal Barge cost paid by Ravenswood in Years 1, 2, 3, 4, 5, and/or 6, respectively, by more than \$25,000, Ravenswood shall reimburse the NYISO for the total excess of the Seasonal Barge payments made over the Seasonal Barge cost paid by Ravenswood.
- 2.4.2 True-up payments to or from Ravenswood, if any, for Seasonal Barge costs shall be included on the NYISO invoices to Ravenswood for the months of July 2025, July 2026, July 2027, July 2028, July 2029, and July 2030, respectively.
- 2.5 The NYISO shall pay Ravenswood the Demand Charge for Year 1 in five equal amounts using the NYISO's normal billing cycle for the five calendar months following Commission acceptance of this Implementation Agreement. The NYISO shall pay Ravenswood the Demand Charge for Year 2 in five equal amounts using the NYISO's normal billing cycle for the months of May through September 2025. The NYISO shall pay Ravenswood the Demand Charge for Year 3 in five equal amounts using the NYISO's normal billing cycle for the months of May through September 2026. The NYISO shall

pay Ravenswood the Demand Charge for Year 4 in five equal amounts using the NYISO's normal billing cycle for the months of May through September 2027. The NYISO shall pay Ravenswood the Demand Charge for Year 5 in five equal amounts using the NYISO's normal billing cycle for the months of May through September 2028. The NYISO shall pay Ravenswood the Demand Charge for Year 6 in five equal amounts using the NYISO's normal billing cycle for the months of May through September 2029. The Year 1 payments will include appropriate interest calculated pursuant to Section 2.6. The O&M Cost paid pursuant to Section 2.3 of this Implementation Agreement shall be paid by the NYISO in the billing cycle immediately after the cycle in which costs were incurred and billed to the NYISO, provided however, payment and interest, if any, of O&M Costs pursuant to Section 2.3 for Fuel Oil burn in Year 1 will be made with interest and on the invoices specified above.

2.6 Payments made pursuant to Section 2.5 shall include interest, calculated in accordance with 18 CFR § 35.19a, from the disbursement date of the first monthly invoice after service was rendered to the disbursement of payment as specified in the NYISO's normal billing cycle, provided, however, interest on the payments for Year 1 shall be due from the invoice date of the May through September 2024 initial monthly invoices, respectively, to the disbursement date of the monthly invoice on which the amounts to be paid for Year 1, pursuant to Paragraph 2.5, appear.

2.7 NYISO will allocate Demand Charges and O&M Costs, paid to Ravenswood pursuant to this Implementation Agreement, under the provisions of Section 6.1.7 of the OATT", that are in effect at the time this Implementation Agreement is executed, to all load withdrawals in the Con Edison Transmission District (Load Zones H, I and J) based on each Load

Serving Entity's ("LSE's") load ratio share.

2.7.1 Demand Charges, paid pursuant to Sections 2.2 and 2.5 of the Implementation Agreement, will be allocated among all load withdrawals in the Con Edison Transmission District (Load Zones H, I and J) based on each LSE's load ratio share for the same month that the Demand Charge payments to Ravenswood are invoiced.

2.7.2 All O&M Costs paid pursuant to Section 2.3 of the Implementation Agreement shall be allocated among all load withdrawals in the Con Edison Transmission District (Load Zones H, I and J) based on each LSE's load ratio share for the same month that the O&M cost payments to Ravenswood are invoiced.

2.8 To the extent that Ravenswood determines during the term of this Implementation Agreement that it needs to obtain a spot barge to provide Oil Burn for G.2 beyond those initially designated in this Implementation Agreement, Ravenswood will inform the NYISO, and others as appropriate, of the need and its attempt to obtain the spot barge, and negotiate the cost of the spot barge which includes the costs of heating, tugging, booming, testing and inspections to the extent they can be procured (hereinafter referred to as "Supplemental Costs"). If such spot barge is obtained, Ravenswood shall bear one-third (1/3) of such Supplemental Costs and the NYISO shall pay to Ravenswood and recover two-thirds (2/3) of such Supplemental Costs as a cost for Fuel Oil Burn for G.2 pursuant to Section 6.1.7 of the OATT unless Con Edison Steam determines that it needs Fuel Oil that would be procured pursuant to this Section. If Con Edison Steam determines that it does need additional Fuel Oil that would be procured pursuant to this Section, and it provides written notice to Ravenswood of such determination no later than five business days following notice from Ravenswood that it needs to obtain a spot barge to provide Fuel

Oil Burn for G.2, then the NYISO shall pay to Ravenswood and recover one-third (1/3) of such Supplemental Costs as a cost for Fuel Oil Burn for G.2 pursuant to Section 6.1.7 of the OATT; Con Edison Steam shall bear one-third (1/3) of such Supplemental Costs; and Ravenswood shall bear one-third (1/3) of such Supplemental Costs. The NYISO shall pay Ravenswood all Supplemental Costs for which the NYISO is responsible under this Section in the billing cycle immediately after the cycle in which such costs were incurred and billed to the NYISO and shall allocate such payments to Ravenswood among all load withdrawals in the Con Edison Transmission District (Load Zones H, I and J) pursuant to Section 6.1.7 of the OATT as a cost for Fuel Oil Burn for G.2 based on each LSE's load ratio share for the month for which the payments to Ravenswood of the Supplemental Costs are invoiced. Payments of interest, if any, shall be paid in accordance with the NYISO's normal billing cycles.

2.9 The Parties understand that the components comprising the Demand Charge, and the determination of the on-site O&M Costs, reflect certain estimated costs, and the Parties agree that such estimates are reasonable, and that Ravenswood shall provide documentation of such reasonableness upon request. In the event Ravenswood's actual costs making up the Demand Charges and O&M Costs differ from the estimates, there will be no true-up for these costs in either direction other than those specifically described. Thus, Ravenswood shall not be entitled to impose a surcharge, and no market participant shall be entitled to a refund with respect to the Demand Charges and O&M Costs.

2.10 Consideration for Implementation Agreement

2.10.1 In consideration of the terms agreed to herein, Ravenswood will: (a) (i) arrange for, operate, and maintain the facilities outlined in Section 1.3 and (ii) generate electric

energy using Fuel Oil for G.2 under the terms of this Implementation Agreement for the period May 1, 2024 through April 30, 2030; and (b) not submit a separate filing under Section 205 of the Federal Power Act (“FPA”) seeking a rate or tariff for Ravenswood’s provision of Fuel Oil Burn for G.2 for the period of May 1, 2024 through April 30, 2030.

2.10.2 Also in consideration of the terms agreed to herein, no Party shall file a complaint under FPA Section 206 seeking rates, or terms and conditions, for Fuel Oil Burn for G.2 for the period May 1, 2024 through April 30, 2030 that differ from those agreed to in this Implementation Agreement.

2.11 Ravenswood’s Obligation To Remain in Service

2.11.1 In the event Ravenswood ceases generating electric energy from one or more of the Units subject to this Implementation Agreement or lacks the capability for one or more of the Units subject to this Implementation Agreement to operate on Fuel Oil for Fuel Oil Burn for G.2, during the term of this Implementation Agreement, due to a catastrophic equipment failure or a change in law or other circumstances outside Ravenswood’s control, then:

2.11.1.1 Ravenswood shall notify NYISO and Con Edison immediately; and

2.11.1.2 Ravenswood shall immediately commence good faith negotiations with NYISO and Con Edison to revise the terms of this Implementation Agreement consistent with Good Utility Practice.

2.11.2 In the event Ravenswood makes a corporate decision to cease generating electric energy from one or more of the Units subject to this Implementation Agreement or a corporate decision to terminate the availability of Fuel Oil for Fuel Oil Burn for

G.2 to operate one or more of the Units subject to this Implementation Agreement, during the term of this Implementation Agreement, then:

2.11.2.1 Ravenswood shall notify NYISO and Con Edison immediately; and

2.11.2.2 NYISO will reduce its payment to Ravenswood proportionate to the MW reduction (based on Unit 10 and 20 being 400 MW and Unit 30 being 1,000 MW) as of the first month after Ravenswood ceases operation of one or more of the units.

2.11.2.3 Ravenswood shall also reduce the barges and storage tanks capabilities for the benefit of the NYISO noted in Section 1.3 by the same proportion and in its sole discretion determine which barges and storage tanks would no longer be for the benefit of the NYISO.

2.11.3 For purposes of this Implementation Agreement, “catastrophic” has the meaning set forth in Section 23.2.1 of the Services Tariff.

2.11.4 For purposes of this Implementation Agreement, “corporate decision” means (i) a decision by Ravenswood’s management or parent, including but not limited to, a decision to deactivate one or more generating units for economic reasons; or (ii) any other decision within Ravenswood’s control.

SECTION THREE

TERMINATION/AMENDMENT

3.1 Except for outstanding payment obligations under Section Two hereof, this Implementation Agreement shall terminate on April 30, 2030. Notwithstanding the immediately preceding sentence, the Parties are free to enter negotiations to extend the termination date of this Implementation Agreement and/or negotiate a new agreement for

Ravenswood's provision of Fuel Oil Burn for G.2 subsequent to April 30, 2030, in each instance subject to Commission approval. If any such negotiations are not concluded by January 1, 2030, subject to Sections Six and Seven hereof, the Parties reserve all rights they may have to make filings with the Commission, or oppose such filings, as each Party deems appropriate, with respect to Ravenswood's provision of Fuel Oil Burn for G.2 for the period subsequent to April 30, 2030, including but not limited to Ravenswood filing a rate schedule under FPA Section 205, and/or the NYISO filing an unexecuted Implementation Agreement under Section 4.1.9 of its Services Tariff, or a Party filing a complaint under FPA Section 206. Such negotiations shall be subject to the consultation requirements in Section 4.1.9 of the Services Tariff.

- 3.2 Parties shall retain all rights under the FPA, under Section 4.1.9 of the Services Tariff, and under all other provisions in the Services Tariff, to the extent applicable, as discussed in Sections Six and Seven of this Implementation Agreement.

SECTION FOUR

SECTION 4.1.9 OF THE NYISO SERVICES TARIFF AND PRE-EXISTING AGREEMENTS

- 4.1 This Implementation Agreement constitutes the full and complete agreement of the Parties with respect to the subject matter addressed herein for Ravenswood's provision of Fuel Oil Burn for G.2 for the period May 1, 2024 through April 30, 2030 and supersedes all prior negotiations, understandings, and agreements, whether written or oral, between the Parties with respect to the subject matter described herein. The Parties agree that this Implementation Agreement related to the period May 1, 2024 through April 30, 2030 will expire and have no further force or effect after April 30, 2030. The Parties also agree that this Implementation Agreement does not affect or change the provisions of the Services

Tariff, including Section 4.1.9. They further agree that Ravenswood's compensation for the provision of Fuel Oil Burn for G.2 for the period May 1, 2024 through April 30, 2030, as specified in Section 1 hereof, shall be pursuant to this Implementation Agreement.

4.2 Except as otherwise noted herein, for the period May 1, 2024 through April 30, 2030, where there are differences between Section 4.1.9 of the Services Tariff and the terms of this Implementation Agreement, the terms of this Implementation Agreement govern.

4.3 All references within this Implementation Agreement to Section 4.1.9 of the Services Tariff refer to the provisions of Section 4.1.9 as they exist as of the date this Implementation Agreement is executed.

SECTION FIVE

COMMISSION ORDER

5.1 For purposes of this Implementation Agreement, a Commission order shall be deemed a Final Order when the last date for filing a request for rehearing with the Commission has expired if no rehearing request is filed by that date and there are no other matters pending related to the filing of this Implementation Agreement. To the extent the Commission accepts this Implementation Agreement subject to a condition or modification and any Party files a request for rehearing, each Party shall have the right to withdraw from this Implementation Agreement, which withdrawal may be exercised in such Party's sole discretion.

SECTION SIX

FILING RIGHTS

6.1 This Implementation Agreement does not address (1) Ravenswood's legal authority, if any, to have its own rate schedule on file under FPA Section 205 to provide Fuel Oil Burn for G.2, *i.e.*, burn Fuel Oil in lieu of natural gas in furtherance of Rule G.2, or (2)

Ravenswood's obligation, if any, to provide Fuel Oil Burn for G.2 and to be compensated for doing so, pursuant to an unexecuted Implementation Agreement under Section 4.1.9 of its Services Tariff. These issues are contested and unresolved, however, the Parties agree that the Commission can and should accept this Implementation Agreement without addressing them.

- 6.2 In signing this Implementation Agreement, other than as outlined in Sections 6.3 and 7.2 of this Implementation Agreement, no Party waives any rights it may possess to have rates on file under Section 205 of the FPA, or to make FPA Section 205 or 206 filings.
- 6.3 No Party will make a Section 205 filing or a Section 206 filing seeking a rate or a revised rate to compensate Ravenswood for burning Fuel Oil in furtherance of Rule G.2 for the period May 1, 2024 through April 30, 2030 or to modify the terms and conditions in this Implementation Agreement, unless the Parties, by mutual consent, agree to modify the terms and conditions in this Implementation Agreement. Nevertheless, the Parties specifically reserve the right to raise all arguments in support of, or in opposition to, Ravenswood's provision of Fuel Oil Burn for G.2 under Ravenswood's own FPA Section 205 rate schedule and/or pursuant to an unexecuted Implementation Agreement under Section 4.1.9 of the NYISO Services Tariff, including in each instance proposed terms and conditions and compensation for Fuel Oil Burn for G.2, for a period subsequent to April 30, 2030.
- 6.4 The Parties hereby reserve all rights to which they are entitled under Sections 205 and 206 of the FPA, except as set forth herein.
- 6.5 For the sole purpose of settling the compensation matters described herein, this Implementation Agreement represents a fair and reasonable negotiated settlement that is in

the public interest. The term of this Implementation Agreement shall not limit or restrict the arguments that the Parties may put forth or the positions that the Parties may take in any future proceeding before the Commission that are not specifically agreed to herein.

SECTION SEVEN

EFFECTIVE DATE AND GENERAL RESERVATIONS

- 7.1 This Implementation Agreement shall become effective as of February 1, 2025 upon an order approving the Implementation Agreement becoming a Final Order as defined in Paragraph 4.1 herein. If the Commission accepts the Implementation Agreement without modification, no Party will request rehearing or otherwise appeal or support rehearing requests or appeals by others.
- 7.2 No Party shall use this Implementation Agreement, or the terms hereof, as evidence to support, or oppose, an argument that Ravenswood is obligated to provide Fuel Oil Burn for G.2, or to be compensated for doing so, under Section 4.9.1 of the Services Tariff, or that Ravenswood has the right to have its own rate schedule for Fuel Oil Burn for G.2 under Section 205 of the FPA.
- 7.3 This Implementation Agreement is an integrated whole and is expressly conditioned on the Commission's acceptance of all provisions herein without modification or condition. Notwithstanding the foregoing, if the Commission's approval of this Implementation Agreement is conditioned on a modification of this Implementation Agreement or on any other condition, such modification or condition shall be considered to be accepted unless a Party objecting to such condition or modification serves written notice on the other Party of its intent to seek rehearing of the order approving the Implementation Agreement as modified or conditioned within a period of ten (10) days from the date of such order. Should Commission approval be subject to condition or modification of this

Implementation Agreement, each Party shall then have the right, as determined in its sole discretion, to withdraw as a signatory of the Implementation Agreement. In the event a Party withdraws, this Implementation Agreement shall not constitute any part of the record with respect to establishing payments to Ravenswood to burn Fuel Oil for G.2 needs and shall not be used for any purpose in this or any future Commission docket.

- 7.4 Commission approval of this Implementation Agreement shall constitute the requisite waiver of any otherwise applicable Commission regulations, to the extent necessary, to permit implementation of the provisions of this Implementation Agreement.
- 7.5 This Implementation Agreement is made upon the express understanding that it constitutes a negotiated agreement and, except as otherwise expressly provided for herein, no Party shall be deemed to have approved, accepted, agreed to, or consented to any principle or policy relating to rate design, rate calculation, or any other matter affecting or relating to any of the compensation, charges, classifications, terms, conditions, principles, or issues associated with this Implementation Agreement. This Implementation Agreement shall not be deemed to be a “settled practice” as that term was interpreted and applied in *Public Service Commission of New York v. FERC*, 642 F.2d 1335 (D.C. Cir. 1980), and shall not be the basis for any decision regarding the burden of proof in any future litigation. This Implementation Agreement shall not be cited as precedent, nor shall it be deemed to bind either Party in any future proceeding including, but not limited to, any Commission proceeding, except in any proceeding to enforce this Implementation Agreement.
- 7.6 The discussions among the Parties and other entities that have produced this Implementation Agreement have been conducted on the explicit understanding, pursuant to Rules 602(e) and 606 of the Commission’s Rules of Practice and Procedures, that all

offers and any comments on these offers are privileged and not admissible as evidence against any participant who objects to their admission and that any discussions of the Parties and other entities with respect to offers of settlement is not subject to discovery or admissible in evidence.

- 7.7 The Implementation Agreement is subject to the “public interest” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) (“Mobile Sierra doctrine”) to the full extent legally permissible and as interpreted in *Morgan Stanley Capital Group Inc. v. Pub. Util District No. 1*, 128 S. Ct. 2733 (2008), *NRG Power Marketing LLC v. Me. Pub. Utils, Comm’n*, 130 S. Ct. 693 (2010) and *Dominion Transmission Inc. v. FERC*, 533 F.3d 845 (2008).
- 7.8 Headings in this Implementation Agreement are included for convenience only and are not intended to have any significance in interpretation of this Implementation Agreement.
- 7.9 Signatures may occur by counterparts. Such signatures shall have the same effect as if all signatures were on the same document.

SECTION EIGHT

SUPPORT OF FULL SETTLEMENT

- 8.1 The Parties agree that this Implementation Agreement resolves all issues related to the manner in which Ravenswood will be compensated for providing Fuel Oil Burn for G.2 for the period May 1, 2024 through April 30, 2030.

Respectfully submitted,

RAVENSWOOD OPERATIONS, LLC

By: /s/ Michael Stockstad Dated as of: March 12, 2025
Michael Stockstad
Vice President, Asset Management
Ravenswood Operations, LLC
1700 Broadway, 35th Floor New
York, NY 10019

NEW YORK INDEPENDENT SYSTEM OPERATOR, INC.

By: /s/ Aaron Markham Dated as of: March 12, 2025
Aaron Markham
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