UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Constellation Energy Generation, LLC	**)**	**Docket No. ER26-____**

CONSTELLATION ENERGY GENERATION, LLC'S REQUEST FOR PROSPECTIVE, LIMITED WAIVER

The Crane Clean Energy Center ("Crane") will be ready to generate over 800 MW of critical baseload, dispatchable nuclear generation in Southern Pennsylvania as soon as next year. As NERC put it in declaring PJM at a "high risk" of energy shortfalls by 2029, the region "faces an extreme and rapid tightening of supply and demand for capacity resources," and "an adequate supply of thermal resources will be needed to maintain grid stability."[1] Indeed, for the first time ever, in its 2027/2028 Base Residual Auction, PJM failed to clear enough supply to meet the one-day-in-ten-years planning standard.[2] For those reasons, the U.S. Secretary of Energy ("Secretary") has called Crane the "poster child" for achieving reliability and affordability goals.[3]

But Crane's ability to provide its full benefits to customers could be delayed because of an unexpected interconnection issue. That risk can be mitigated by straightforward waivers of discrete provisions of PJM's Open Access Transmission Tariff ("Tariff"). Such waivers will benefit customers by supporting new supply in a strained market, enhancing reliability and

[1] North American Electric Reliability Corp., 2025 Long-Term Reliability Assessment 92, 93 (Jan. 2026) ("NERC Assessment"), https://www.nerc.com/globalassets/our-work/assessments/nerc_ltra_2025.pdf.

[2] PJM Interconnection, L.L.C., 2027/2028 Base Residual Auction Report (Dec. 17, 2025), https://www.pjm.com/-/media/DotCom/markets-ops/rpm/rpm-auction-info/2027-2028/2027-2028-bra-report.pdf.

[3] White, *Three Mile Island is 'Poster Child' of Trump Energy, AI Agenda: US Energy Secretary*, Lancaster Online (Dec. 18, 2025), https://lancasteronline.com/news/politics/three-mile-island-is-poster-child-of-trump-energy-ai-agenda-us-energy-secretary/article_a15599f5-554c-4bd9-9658-5e3066e445ba.html.

affordability without harming others. Granting the waivers is likely to accelerate Crane's full deliverability by several years.

During Crane's Phase I System Impact Study ("Study"), PJM identified numerous regionally planned transmission projects as "Contingent Facilities" that must be completed for Crane to be fully deliverable.[4] These Contingent Facilities were planned and approved before Crane submitted its RRI interconnection request and are fully cost-allocated to load. Not only do the Contingent Facilities include hundreds of miles of new 765 kV and 500 kV transmission lines as far away as West Virginia, but their current projected in-service dates extend as late as December 2030. If those projects remain Contingent Facilities in Crane's final interconnection agreement, Crane will not be considered fully deliverable—and its ability to provide capacity and energy will be at risk—*at least* until the end of 2030.

Constellation Energy Generation, LLC ("Constellation") has determined, by carefully analyzing Crane's Phase I Study Report (the "Crane Phase I Report"), that it can expedite Crane's full deliverability, and improve its position for interim deliverability in the meantime, by transferring the Capacity Interconnection Rights ("CIRs") of its Eddystone Units 3 and 4 (the "Eddystone CIRs") to Crane. Constellation planned to deactivate Eddystone Units 3 and 4 on May 31, 2025, and obtained all required reviews from PJM and the Independent Market Monitor for PJM ("Market Monitor") to do so. Constellation has kept those units online, however, to comply with orders issued by the Secretary under section 202(c) of the Federal Power Act ("FPA").[5]

[4] "Full deliverability," as used herein, refers to meeting all requirements in the interconnection agreement to obtain Capacity Interconnection Rights and energy injection rights. As explained below, PJM can allow a unit to provide capacity and energy through annual Interim Deliverability Studies before it is fully deliverable.

[5] Dep't of Energy, Order No. 202-26-17 (Feb. 23, 2026) ("Feb. 2026 Eddystone Order"); Dep't of Energy, Order No. 202-25-10 (Nov. 25, 2025); Dep't of Energy, Order No. 202-25-8 (Aug. 28, 2025); Dep't of Energy, Order No. 202-25-4 (May 30, 2025) ("May 2025 Eddystone Order").

Notably, the orders direct that Eddystone Units 3 and 4 "***shall not be considered capacity resources***."[6] Transferring the Eddystone CIRs to Crane will not affect PJM's ability to operate and dispatch those resources for reliability in compliance with the Secretary's orders.

To facilitate Crane achieving full deliverability as soon as possible, ensuring Crane can provide over 800 MWs of additional supply, with its full complement of reliability and affordability benefits, Constellation respectfully requests that the Commission issue one-time, prospective waivers of:

(i) Tariff Attachment DD § 6.6(g): This waiver enables Constellation to remove Eddystone Units 3 and 4 from Capacity Resource status, thereby making the Eddystone CIRs available for transfer to Crane; and

(ii) Tariff §§ 306.E.5 and 311.B.4: This waiver allows Constellation to transfer the Eddystone CIRs to Crane—modifying the source (but not the level) of the CIRs in Crane's interconnection request—at Decision Point II, slated to span from June 2, 2026 until July 1, 2026.[7]

This request meets each of the Commission's four factors for waivers:

First, Constellation makes this prospective waiver request in good faith. Supported by a DOE Loan, Constellation is investing $1.6 billion to restart Crane, and has already committed to spend roughly $100 million, to expedite its full deliverability. Constellation could not have anticipated the need to transfer the Eddystone CIRs sooner.

Second, the waiver request is limited; it leverages the confluence of unique circumstances highly unlikely to recur.

Third, the waivers solve a concrete problem by enabling Constellation to expedite Crane's full deliverability and its position in the interim. As detailed in the accompanying affidavit of

[6] Feb. 2026 Eddystone Order at 10, Ordering Para. G (emphasis added).

[7] Constellation also requests the Commission waive any other provision it deems necessary.

Constellation Transmission Analytics Manager Yonas Habtemichael, who previously spent eight years in transmission planning at PJM, the waivers will enable Crane and its resilient, clean, baseload megawatts to provide reliability and affordability benefits as quickly as possible to address PJM's "rapid" need for new Capacity Resources, while Eddystone Units 3 and 4 remain available as energy-only resources, as they are today. This approach utilizes the Eddystone CIRs most efficiently, since they are not currently being used, creating a win-win for customers.

Finally, granting these waivers will not harm any third parties. The proposed CIR transfer would not shift *any* interconnection costs or otherwise disadvantage the other projects under development. Nor will it in *any way* affect the completion of the Contingent Facilities, which were planned and are being constructed outside the generator interconnection process.

To enable Constellation to transfer the Eddystone CIRs to Crane and modify Crane's interconnection request accordingly at Decision Point II, positioning Crane to provide the benefits of over 800 MW of new supply as soon as possible, Constellation respectfully requests that the Commission grant the requested waivers no later than June 1, 2026. If necessary, and for the same reasons, the Commission can grant the same relief exercising its discretion under FPA section 309 to "issue . . . such orders . . . as it may find necessary or appropriate to carry out the [Act]."[8]

I. BACKGROUND

A. Crane Clean Energy Center

In September 2024, Constellation announced its plan to develop the Crane Clean Energy Center—the restart of Three Mile Island Unit 1—to provide over 800 MW of dispatchable, baseload capacity to the PJM grid by 2028.[9] After the Commission approved PJM's Reliability

[8] 16 U.S.C. § 825h.

[9] *See* Exhibit 1, Affidavit of Yonas Habtemichael in Support of Constellation Energy Generation LLC's Request for Limited Waiver ("Habtemichael Aff.") ¶ 6.

Resource Initiative ("RRI") to expedite review of "shovel-ready resources" that "can most effectively contribute to reliability,"[10] Constellation submitted an interconnection request for Crane to participate in RRI. On May 2, 2025, PJM notified Constellation that it had included Crane and 50 other shovel-ready projects in RRI, paving the way for those projects to join Transition Cycle #2 in the study process rather than waiting for the next available study cycle.[11] Based on that selection and the exceptional work of the project team, Constellation has endeavored to advance the date for Crane to begin generating critically needed megawatts from 2028 to 2027.[12] Constellation has entered into a 20-year front-of-the-meter offtake agreement under which the plant will deliver its full output to the grid.

During the Phase I Study, however, PJM identified numerous regionally planned and allocated transmission projects and subparts as Contingent Facilities for Crane's interconnection.[13] Contingent Facilities are "unbuilt . . . Network Upgrades upon which the Interconnection Request's costs, timing, and study findings are dependent and, if delayed or not built, could cause a need for restudies of the Interconnection Request . . . ."[14] These Contingent Facilities were all regionally planned and approved by PJM before Constellation submitted Crane's RRI interconnection request, and include hundreds of miles of new 765 kV and 500 kV transmission

[10] PJM Interconnection, L.L.C., *PJM Chooses 51 Generation Resource Projects To Address Near-Term Electricity Demand Growth* (May 2, 2025), https://insidelines.pjm.com/pjm-chooses-51-generation-resource-projects-to-address-near-term-electricity-demand-growth/.

[11] *See* Habtemichael Aff. ¶ 7; Constellation Energy Corp., *Constellation Reports Second Quarter 2025 Results* (Aug. 7, 2025), https://investors.constellationenergy.com/node/9361/pdf.

[12] Habtemichael Aff. ¶ 9.

[13] *Id.* ¶ 14.

[14] Tariff § 300.C; *see also* Habtemichael Aff. ¶¶ 14-15 (describing the same). When PJM identifies a Contingent Facility for a project in the queue, the project's ability to come online prior to the completion of the Contingent Facility will depend on the outcome of "interim deliverability" studies that PJM performs separately for each Delivery Year. PJM Interconnection, L.L.C., PJM Manual 14H: New Service Requests Cycle Process § 4.10.1.3 (Rev. 3, Eff. Sept. 25, 2025) ("Manual 14H"), https://www.pjm.com/-/media/DotCom/documents/manuals/m14h.pdf.

lines with projected in-service dates as late as December 2030.[15] Many of these projects have already incurred years of delays and could be delayed further.[16] Unlike typical Network Upgrades, these Contingent Facilities are not developed for or funded by interconnecting resources.[17]

If the Contingent Facilities are included in Crane's final interconnection agreement, Crane will not be considered "fully deliverable" until *each and every* Contingent Facility is completed—even if they are delayed.[18] In the meantime, Crane will be subject to annual Interim Deliverability Studies that will determine whether and to what extent Crane can provide capacity and energy to the grid, leaving its full reliability and affordability benefits uncertain and at risk.[19] Hence, even if these transmission projects finish on time, Crane's full deliverability could be in limbo until December 2030, three years or more after Constellation expects it will be ready to generate.[20]

B. Eddystone Generating Station

Eddystone Generating Station Units 3 and 4 are roughly 50-year-old oil and gas units in Pennsylvania, each with a generating capacity of 380 MW.[21] These units lack the operational flexibility of modern combustion turbine and combined cycle facilities; among other things they take a significantly longer time to start up and synchronize to the grid, which introduces significant penalty exposure under PJM's Capacity Performance construct. Constellation announced its plans to retire Eddystone Units 3 and 4 on December 1, 2023, and submitted deactivation requests to

[15] Habtemichael Aff. ¶ 16.
[16] *Id*.
[17] *Id.* ¶ 14.
[18] *Id.* ¶¶ 16-17; *see also* Manual 14H § 4.10.1.3 (describing Interim Deliverability Studies).
[19] Habtemichael Aff. ¶ 15.
[20] *Id.* ¶ 16.
[21] *Id.* ¶ 20.

PJM and the Market Monitor at the same time.[22] In early 2024, both PJM and the Market Monitor notified Constellation that, in their view, it could proceed with deactivation.[23]

On May 30, 2025, the day prior to the scheduled deactivation, the Secretary issued an order declaring that the "operational availability and economic dispatch of . . . Eddystone Units 3 and 4 (Eddystone Units) is necessary to best meet [an] emergency and serve the public interest for purposes of FPA section 202(c)."[24] The Secretary therefore directed PJM and Constellation to "take all measures necessary to ensure that Eddystone Units [3 and 4] are available to operate" through August 28, 2025.[25] The Secretary has extended the Eddystone orders three times, most recently on February 23, 2026. Although the February Eddystone Order will expire on May 24, 2026, the Secretary may continue to renew the orders as the "emergency conditions . . . continue [] both in the near and long term."[26] Notably, the Secretary has ordered that "the Eddystone Units shall not be considered capacity resources."[27]

C. Transferring Capacity Interconnection Rights

For many years, the PJM Tariff has allowed for the transfer of capacity interconnection rights held by one entity at one location to another. Based on its review and analysis of the Crane Phase I Report, Constellation has determined that transferring the Eddystone CIRs to Crane will enable Constellation to expedite Crane's full deliverability and improve its position for interim deliverability in the meantime. CIRs are the rights "to input generation as a Generation Capacity Resource into the Transmission System at the Point of Interconnection."[28] Transferring CIRs

[22] *Id*.
[23] *Id*.
[24] May 2025 Eddystone Order at 2.
[25] *Id.* at 3, Ordering Paras. A, G.
[26] Feb. 2026 Eddystone Order at 3.
[27] *See, e.g.*, *id.* at 10, Ordering Para. G.
[28] Tariff § 300.C (Capacity Interconnection Rights).

from an existing resource can provide electric interconnection benefits to a new entrant—even if it is interconnected at a different point—because the two resources may have similar effects on downstream transmission lines.[29] In such a case, the CIR transfer may not be 1:1, but to the extent the new entrant obtains transferred CIRs, PJM may not attribute certain reliability violations to the new entrant, nor condition its interconnection on the resolution of those violations.[30] The upshot is that with the transferred CIRs, the new resource may not be responsible for certain mitigations—such as waiting for the construction of Contingent Facilities to be completed—that PJM would otherwise require.[31]

That is just the case for Crane and Eddystone. Although Crane will interconnect to the grid about 100 miles northwest of Eddystone, Constellation's analysis of the Crane Phase I Report and subsequent modeling posted by PJM confirm that Crane and Eddystone contribute similarly to a number of the identified reliability violations.[32] Thus, as described below and in the attached affidavit, transferring the Eddystone CIRs to Crane will address a significant number of the reliability violations identified in the Crane Phase I Report, both enabling Constellation to expedite Crane's full deliverability and improving its position for providing interim deliverability. And because Eddystone Units 3 and 4 are precluded by the Secretary's orders from participating in the market as Capacity Resources, the transfer would have no effect on their operations; those resources would remain available as energy resources to PJM for reliability dispatch as required by the Secretary's FPA section 202(c) orders, just as they are today.

Transferring the Eddystone CIRs to Crane requires two steps and associated waivers:

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[29] Habtemichael Aff. ¶ 21.
[30] *Id.*
[31] *Id*.
[32] *See id.* ¶ 24.

Step One: Removing Capacity Resource Status. Constellation must first make the Eddystone CIRs available for transfer. A Capacity Resource owner can transfer CIRs following a change in Capacity Resource status.[33] The Tariff authorizes PJM, as relevant here, to remove a unit's Capacity Resource status if (i) the Market Monitor determines that the change in Capacity Resource status will not create market power issues; or (ii) the Commission issues an order terminating the Capacity Resource status.[34]

Constellation respectfully requests a waiver of the Market Monitor's review because it would be redundant, there is no possibility of withholding given Eddystone's unique status as a non-capacity resource under DOE's directive, and the transfer requires additional waivers to effectuate it. As discussed in greater detail below, the Market Monitor already completed the same analysis in connection with Eddystone Units 3 and 4's proposed deactivation. Indeed, Constellation was within 24 hours of deactivating Eddystone Units 3 and 4 when the Secretary issued the May 2025 Eddystone Order. At the same time, the Secretary has ordered that Eddystone Units 3 and 4 "shall not be considered capacity resources," and directed Constellation "to file with FERC tariff revisions or waivers to effectuate this Order, as needed."[35] Granting this waiver would effectuate the Secretary's direction and eliminate the need for Constellation to seek future accommodations to implement it, including must-offer exceptions.

The waiver also avoids subjecting Constellation to a catch-22. If Constellation were to request a Capacity Resource status change and PJM approved it, that change may be irreversible,

[33] Tariff § 328.C.3. A Capacity Resource owner can also transfer CIRs after a deactivation (*id.*), which follows a different process with distinct requirements. *Cf.* Tariff § 328.C.3 (imposing additional requirements for "any claim for Capacity Interconnection Rights from deactivating units"). Relying on deactivation here is impractical given that Eddystone Units 3 and 4 may be subject to additional orders from the Secretary.

[34] Tariff Attach. DD § 6.6(g).

[35] *See* Feb. 2026 Eddystone Order at 10, Ordering Paras. E, G.

immediately starting the one-year clock for transferring the Eddystone CIRs (described just below).[36] But Constellation requires the other requested waivers herein to transfer the Eddystone CIRs to Crane. Constellation, in that scenario, would be in a "use it or lose it" situation for the Eddystone CIRs without any assurance that its sacrifice of the CIRs would benefit Crane's timeline in any way.[37] Considering the waivers together avoids that risk and ensures the Eddystone CIRs can be used most beneficially for PJM customers.

Step Two: Transferring CIRs to Crane. Following removal of Capacity Resource status, the "holder" can transfer CIRs to a new resource under development, provided it "has submitted a completed Generation Interconnection Request . . . up to one year from the date the Capacity Resource status changes take effect . . . ."[38] Constellation will comply with this requirement because it submitted its Crane interconnection request prior to the Eddystone CIRs becoming available. However, for the same reason, Constellation will need to amend its interconnection request for Crane at the next opportunity in the interconnection process, Decision Point II, which PJM anticipates will begin in June 2026.[39] Doing so will require waiving two Tariff provisions.[40]

First, Constellation requests a waiver of Tariff § 311.B.4, which provides that a Project Developer "may not request a modification that is not expressly allowed" at Decision Point II.[41] Unless the Commission waives this provision, Crane would be required to "withdraw its New

[36] *See* Tariff § 328.C.3.

[37] Constellation's transmission planning team studied a scenario of simply relinquishing the rights to the system, which is, in effect, what might happen if the second part of the waivers were not granted. In sum, because of the way Eddystone is currently modeled by PJM, the benefit from relinquishing the rights is too diffuse to provide the benefit needed at Crane to clear the contingencies. Habtemichael Aff. ¶ 24.

[38] Tariff § 328.C.3.

[39] *See* Habtemichael Aff. ¶ 8.

[40] The requested waivers would only enable Constellation to transfer the Eddystone CIRs to Crane. It would not authorize Constellation to make a further transfer.

[41] Tariff § 311.B.4.a.

Service Request and resubmit the New Service Request with the proposed modification in a subsequent Cycle" to effectuate the transfer.[42] But given PJM's anticipated schedule for Cycle #1, submitting a new interconnection request would likely delay Crane receiving an interconnection agreement at least to 2028, after Constellation hopes to begin generating.[43] And although the Tariff does not expressly allow a developer to modify the source of CIRs at Decision Point II, as explained, this waiver is necessitated by a confluence of unique and exigent circumstances and would not delay the Transition Cycle #2 study process or harm other projects.

Second, out of an abundance of caution, Constellation also requests a waiver of Tariff § 306.E.5. Under that provision, "no changes to an RRI Project's Maximum Facility Output or Capacity Interconnection Rights shall be allowed at any point prior to the time the Project Developer enters into a Generation Interconnection Agreement or Wholesale Market Participation Agreement."[44] Constellation is not seeking to change the number of CIRs for Crane, which appears to be the target of the Tariff's restriction. It will only request to reflect the transfer of the Eddystone CIRs to Crane. But to the extent the Commission considers the transfer a "change[] to . . . [Crane's] Capacity Interconnection Rights," Constellation respectfully requests a waiver.

II. REQUEST FOR WAIVER

To enable Constellation to transfer the Eddystone CIRs to Crane and to modify Crane's interconnection request accordingly at Decision Point II, expected to span from June 2, 2026 to July 1, 2026, Constellation respectfully requests that the Commission grant one-time, limited, prospective waivers of (i) Tariff Attachment DD § 6.6(g) and (ii) Tariff §§ 306.E.5 and 311.B.4. Doing so is critical to ensure that Crane can provide its full reliability and affordability benefits to

[42] *Id.*; *see also* Habtemichael Aff. ¶ 28 (explaining the same).
[43] Habtemichael Aff. ¶ 28.
[44] Tariff § 306.E.5.

PJM customers as quickly as possible. The Commission grants waiver of tariff provisions where: "(1) the applicant acted in good faith; (2) the waiver is of limited scope; (3) the waiver addresses a concrete problem; and (4) the waiver does not have undesirable consequences, such as harming third parties."[45] Constellation meets each requirement.

This request is consistent with three similar waivers recently granted by the Commission. In *NextEra Energy Duane Arnold, LLC*, for example, the Commission granted waivers to enable the recommissioning of the Duane Arnold nuclear power facility to benefit from the Midcontinent Independent System Operator, Inc.'s ("MISO") Generator Facility Replacement Process, potentially bypassing MISO's interconnection process.[46] Duane Arnold required waivers of MISO's tariff because several factors made it otherwise ineligible for the expedited process.[47] Likewise, in granting PJM's requested waiver to allow Susquehanna Nuclear, LLC to restore 148 MW of CIRs it had planned to use to serve co-located load, the Commission highlighted that the CIRs would address "the tightening system conditions" and "the resource adequacy concerns in PJM."[48] And in *Idaho Power Company*, the Commission granted waivers of interconnection procedures to allow a developer to change the point of interconnection for three projects without submitting a new interconnection request to "ensur[e] that the Projects can be energized and serve load on schedule."[49] The Commission should reach the same outcome as in those proceedings and grant the waivers here.

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[45] *E.g.*, *Talen Energy Mktg., LLC*, 183 FERC ¶ 61,167 at P 17 (2023) ("*Talen*"); *Parkway Generation Essex, LLC*, 179 FERC ¶ 61,132 at P 14 (2022) ("*Parkway*").

[46] *NextEra Energy Duane Arnold, LLC*, 192 FERC ¶ 61,175 at PP 1-3 (2025).

[47] *Id.* at P 13.

[48] *PJM Interconnection, L.L.C.*, 193 FERC ¶ 61,180 at PP 27-31 (2025) (citation omitted).

[49] *Idaho Power Co.*, 189 FERC ¶ 61,219 at PP 1, 6, 14 (2024).

A. Good Faith

Constellation's request is made in good faith, as confirmed by four key factors:

First, Constellation has committed significant resources to bringing Crane online as quickly as safely possible.[50] Overall, Constellation is investing approximately $1.6 billion to complete the restart project.[51] Based on the magnitude of this investment and importance of the project to millions of PJM customers, the U.S. Department of Energy is backing Crane with a $1 billion loan.[52] Constellation is also directly taking responsibility for expediting Crane's full deliverability where it can. For example, Constellation entered into an Upgrade Construction Service Agreement ("UCSA") to expedite the construction of the Network Upgrade PJM required for the Jackson-TMI 230 kV line.[53] Constellation is fully funding this work at a cost of roughly $100 million,[54] despite the fact that further studies could reveal that a project with reduced scope would suffice. Constellation has further agreed to fund another network upgrade fully, even though it ultimately may have shared the costs with other projects.[55] These facts confirm Constellation's commitment to Crane and to expediting its full deliverability for PJM customers.

Second, in early 2025, before submitting its interconnection request for Crane, Constellation conducted extensive internal modeling to assess what steps, if any, it could take to

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[50] *E.g.*, *NextEra Energy Duane Arnold*, 192 FERC ¶ 61,175 at P 29 (spending $50 to $100 million to expedite commercial operation demonstrates good faith).

[51] *See* Constellation Energy Corp., Annual Report (Form 10-K) at 39 (Feb. 18, 2025).

[52] U.S. Dep't of Energy, Energy Department Closes Loan to Restart Nuclear Power Plant in Pennsylvania (Nov. 18, 2025), https://www.energy.gov/articles/energy-department-closes-loan-restart-nuclear-power-plant-pennsylvania.

[53] *See* Upgrade Construction Service Agreement by and Among PJM Interconnection, L.L.C., Constellation Energy Generation, LLC, and Mid-Atlantic Interstate Transmission, LLC, Appendix I ¶ C (Mar. 18, 2026), https://www.pjm.com/-/media/DotCom/temporary-files/ur25-0005-ucsa.pdf.

[54] *See id.*

[55] Habtemichael Aff. ¶ 13 n.1.

mitigate potential delays in Crane's interconnection process.[56] It did not appear then that the transfer of the Eddystone CIRs would accelerate Crane's deliverability.[57] Although that analysis was necessarily based on imperfect assumptions—most notably, including the composition of the cluster in which Crane was to be studied—there was no basis then to attempt to complete the transfer.[58] Such a transfer may not have been possible anyway, as neither trigger for transferring CIRs had been met; Eddystone Units 3 and 4 had not deactivated and PJM had not changed their Capacity Resource status.[59]

Constellation first learned of the Contingent Facilities for Crane on October 31, 2025, when it received PJM's Phase I Study results.[60] Constellation then immediately began analyzing PJM's results and conducting its own modeling, which required a detailed, iterative review that remains ongoing.[61] Through that effort, as detailed in Mr. Habtemichael's accompanying affidavit, Constellation determined that transferring the Eddystone CIRs to Crane would address a number of the reliability violations identified in the Crane Phase I Report, both enabling Constellation to accelerate Crane's full deliverability and improving its position for interim deliverability in the meantime.[62] This waiver request followed soon after.

Third, this waiver request is prospective. Constellation is requesting this waiver to have the opportunity to transfer the Eddystone CIRs to Crane and then modify its interconnection request for Crane at Decision Point II, scheduled to begin in June 2026. PJM would then review

[56] *Id.* ¶ 22.
[57] *Id.*
[58] *Id.*
[59] *See* Tariff § 328.C.3.
[60] Habtemichael Aff. ¶ 14.
[61] *Id.* ¶¶ 18, 24.
[62] *Id.* ¶¶ 18, 23-28.

Crane's modified interconnection request in its Phase III study thereafter. Both steps would be enabled by, and occur after, Commission approval of this waiver request.

Fourth, the Market Monitor has already conducted the market power analysis for changing a generator's Capacity Resource status envisioned under Tariff Attachment DD § 6.6. When a generator owner submits a deactivation notice, the Market Monitor will "analyze the effects of the proposed deactivation with regard to potential market power issues."[63] That is *exactly the same* review the Tariff contemplates for removing a unit's Capacity Resource status: The Market Monitor will "analyze the effects of the proposed removal of a Generation Capacity Resource from Capacity Resource status with regard to potential market power issues . . . ."[64] There is no daylight between these analyses—the capacity market effect of deactivating a resource and removing its status as a Capacity Resource is exactly the same. And there is no risk of Constellation engaging in withholding the Eddystone Units from the capacity market when the Secretary, in mandating that Eddystone Units 3 and 4 remain available, specified that "the Eddystone Units shall not be considered capacity resources."[65] To the contrary, Constellation is seeking to bring additional supply online. The Market Monitor's confirmation that deactivating Eddystone Units 3 and 4 would result in no market power concerns applies equally to removing Eddystone's Capacity Resource status now—if not more so. And in any case, as noted above, the Tariff *specifically contemplates* the Commission's ability to direct a change in Capacity Resource status separate from the Market Monitor's review.[66]

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[63] PJM Interconnection, L.L.C., PJM Manual 14D: Generator Operational Requirements § 9.1.2 (Rev. 70, Eff. Dec. 17, 2025), https://www.pjm.com/-/media/DotCom/documents/manuals/m14d.pdf; Tariff § 113.1. PJM has not revised the Market Monitor's review since Constellation submitted its deactivation notice for Eddystone Units 3 and 4.

[64] Tariff Attach. DD § 6.6(g).

[65] *E.g.*, Feb. 2026 Eddystone Order at 10, Ordering Para. G.

[66] *See* Tariff Attach. DD § 6.6(g).

B. Limited Scope

Constellation's request is of limited scope. The same unique circumstances that make transferring the Eddystone CIRs to Crane enormously beneficial to PJM customers also make it virtually unrepeatable. That is true because of features of both Eddystone and Crane.

Beginning with Eddystone, as noted, Units 3 and 4 were scheduled to deactivate, were subsequently required to remain available under orders pursuant to FPA section 202(c), and specifically were prohibited from participating as capacity resources.[67] These facts are significant. Putting aside the rarity of orders issued under FPA section 202(c), it is because of the confluence of these unusual factors that:

(1) PJM and the Market Monitor previously approved Eddystone Units 3 and 4 to deactivate, including following the Market Monitor's market power review;

(2) Eddystone has remained online well past its planned retirement date, but the CIRs cannot be used to provide value to PJM customers; and

(3) PJM has been modeling Eddystone in its interconnection studies in a manner where transferring the Eddystone CIRs can only help (and not harm) other projects.[68]

The benefits that Crane will provide to the region only add to the factors making this waiver request unique and highly unlikely to recur:

(1) PJM selected Crane to participate in the RRI process for expedited interconnection review because it was a "shovel-ready resource" that "can most effectively contribute to reliability;"[69]

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[67] *See, e.g.*, Feb. 2026 Eddystone Order at 10, Ordering Para. G.

[68] Habtemichael Aff. ¶ 31.

[69] PJM Interconnection, L.L.C., *PJM Chooses 51 Generation Resource Projects to Address Near-Term Electricity Demand Growth* (May 2, 2025), https://insidelines.pjm.com/pjm-chooses-51-generation-resource-projects-to-address-near-term-electricity-demand-growth/.

(2) As a restart of a previously operating nuclear resource, Constellation expects Crane to be physically able to generate in the second half of 2027, and to receive relevant Nuclear Regulatory Commission approvals to do so in early 2027;[70]

(3) In its Phase I Study reviewing Crane, PJM identified Contingent Facilities that could delay Crane's full deliverability for more than three years after Crane is available to generate;[71]

(4) Using the Phase I Study results and additional modeling, Constellation determined that transferring CIRs from Eddystone Units 3 and 4 (which were scheduled to deactivate but are available under emergency FPA section 202(c) orders) will remove meaningful barriers to Crane serving customers, advance its full deliverability, and improve its position for interim deliverability—a resource adequacy benefit to PJM and all stakeholders;[72] and

(5) Constellation will not modify any other aspect of Crane's interconnection request, including Crane's point of interconnection or the amount of CIRs requested.

Simply put, this is a goldilocks opportunity. These circumstances present a one-time opportunity for the Commission to ensure that more than 800 MW of baseload, dispatchable capacity can support customers and the grid as quickly as possible.

C. Concrete Problem

The proposed waivers here directly address a significant, concrete problem: Numerous Contingent Facilities may prevent Crane's full deliverability, potentially depriving PJM of significant reliability and affordability benefits *for years*. Without waivers, if the dozens of

[70] Habtemichael Aff. ¶ 26.
[71] *Id.* ¶¶ 14-17.
[72] *Id.* ¶¶ 22-28.

Contingent Facilities identified in the Crane Phase I Report are included in Crane's interconnection agreement, Crane's ability to provide its full capabilities will be at risk *at least* through December 31, 2030—long after Crane will be available to generate.[73] But as Mr. Habtemichael explains, by enabling Constellation to transfer the Eddystone CIRs to Crane and incorporate them into Crane's interconnection request at Decision Point II, the waivers will (1) expedite Crane's full deliverability, and (2) improve Crane's position for interim deliverability in the meantime, both of which directly benefit PJM customers.

Full Deliverability. In the Crane Phase I Report, PJM identified steady-state thermal reliability violations relating to Crane on ten unique facilities—violations on seven 500 kV facilities and three 230 kV facilities.[74] Constellation's modeling indicates that the combination of transferring the Eddystone CIRs to Crane and updates in PJM's posted Phase II case would address ***all of the violations affecting 500 kV facilities***. This result, in turn, would eliminate many of the most significant Contingent Facilities from Crane's violations, including hundreds of miles of new 765 kV and 500 kV lines, and a number of facilities with December 2030 in-service dates.[75]

Constellation, meanwhile, is actively working to resolve the violations affecting the remaining three 230 kV facilities and believes it will be successful in doing so. Violations on one 230 kV facility will be addressed by the UCSA Constellation entered to expedite Network Upgrades at Constellation's sole expense.[76] Constellation believes violations on a second 230 kV

[73] *Id.* ¶ 17; *see also Idaho Power Co.*, 189 FERC ¶ 61,219 at P 18 (finding a "concrete problem" where interconnection challenges could "result in construction delays").

[74] Habtemichael Aff. ¶ 12.

[75] *Id.* ¶ 25. While there are no guarantees, the modeling conducted by Constellation's transmission planners indicates with enough certainty that the transfer is expected to significantly advance Crane's timeline that Constellation is taking the calculated risk of seeking a permanent transfer of the CIRs to Crane.

[76] *Id.* ¶¶ 13, 26.

facility will be resolved with the completion of certain transmission projects in June 2027.[77] Constellation is actively analyzing solutions for the violations affecting the final 230 kV facility, and is "very optimistic [it] will be successful, facilitating Crane reaching full deliverability well in advance—and likely years before—December 31, 2030."[78]

Beyond ensuring Crane can provide its reliability and affordability benefits to PJM customers, achieving full deliverability and eliminating the year-to-year risks associated with Interim Deliverability Studies are especially important for Crane as a nuclear unit. *First*, the uncertainty caused by interim deliverability status could create challenges for Constellation both in terms of procuring nuclear fuel and long-lead-time nuclear materials needed to operate the plant, as well as planning outages for refueling and maintenance. *Second*, unlike other technologies, nuclear units face potential equipment reliability challenges—like elevated vibration and wear—when operating for extended periods below rated power output, as could be required following Interim Deliverability Studies. And *third*, Crane's operations will be supported by hundreds of highly skilled employees *on site*. Constellation cannot simply toggle the plant on and off year-to-year following PJM's Interim Deliverability Studies. For these reasons, it is even more important for Crane to achieve full deliverability rather than be subject to annual interim deliverability studies.

In sum, if Constellation can transfer the Eddystone CIRs to Crane, it will only need to address a single remaining violation to advance Crane's full deliverability, and believes it is likely it will be able to do so.[79] Without the CIR transfer, multiple violations affecting 500 kV facilities would remain, making it far less likely Constellation will be able to advance Crane's full

[77] *Id.* ¶ 26.
[78] *Id.*
[79] *Id*.

deliverability from the current December 2030 projection.[80] Additionally, Crane would be exposed to potential delays from Contingent Facilities, many of which have already been delayed by years, further impairing Crane's ability to provide its full reliability and affordability benefits.[81]

Interim Deliverability. Expediting Crane's full deliverability will provide the greatest benefits to the PJM region, but transferring the Eddystone CIRs to Crane will also improve resource adequacy and affordability even before all of the remaining violations are addressed. PJM's interim review process is not "all or nothing."[82] Anything that mitigates the identified reliability violations can also improve a unit's deliverability—and therefore its ability to provide capacity and energy year-to-year—until any lingering Contingent Facilities are completed. Here, addressing the violations affecting 500 kV facilities will naturally reduce the obstacles to Crane serving the PJM system, "both increasing the likelihood that PJM awards CIRs and energy injection rights following an Interim Deliverability Study and the quantity of each that PJM allows."[83] At bottom, transferring the Eddystone CIRs to Crane will best position Crane to serve the grid and its customers' load to the maximum extent practicable as soon as possible.

There are no viable alternatives to the proposed CIR transfer. For example, withdrawing and resubmitting Crane's interconnection request would only make matters worse. Crane would lose its spot in Transition Cycle #2 and the soonest Constellation would be able to execute a Generator Interconnection Agreement would be well into 2028.[84] The next cycle also will likely

[80] *Id*.
[81] *Id.* ¶ 16.
[82] *See id.* ¶ 15.
[83] *Id.* ¶ 27.
[84] *Id.* ¶ 28.

have a base case study year of 2029/2030—a year later than the base case study year for the RRI projects—before which Crane would also be subject to Interim Deliverability Studies.[85]

Finally, it bears underscoring that eliminating potential barriers to Crane's ability to operate and provide all of its benefits as soon as possible is paramount. The Secretary has declared "that an emergency exists in [PJM] due to . . . a shortage of facilities for the generation of electric energy," and that emergency will "continue[] both in the near and long term."[86] NERC similarly declared PJM is at a "high risk" of energy shortages as of 2029 as a result of "an extreme and rapid tightening of supply and demand for capacity resources," necessitating "resources to rapidly address [the] near-term reliability challenges."[87] And in the 2027/2028 Base Residual Auction, PJM for the first time ever failed to procure sufficient supply to meet the one-day-in-ten-years reliability standard.[88] PJM not only needs new entry as soon as possible, but the *right kind* of entry. As NERC has emphasized, given the amount of renewable penetration and intermittent resources in the queue, "an adequate supply of thermal resources *will be needed* to maintain grid stability."[89]

There is virtually no better remedy to PJM's resource adequacy challenges than adding more than 800 MW of dispatchable baseload nuclear generation in Southern Pennsylvania. Bipartisan state and federal leaders agree. Secretary Wright has called Crane the "poster child" for achieving national reliability and affordability goals.[90] Governor Shapiro, likewise, has touted

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[85] *See* Manual 14H § 4.10.1.3.

[86] Feb. 2026 Eddystone Order at 1, 3.

[87] NERC Assessment at 92.

[88] PJM Interconnection, L.L.C., *2027/2028 Base Residual Auction Report* (Dec. 17, 2025), https://www.pjm.com/-/media/DotCom/markets-ops/rpm/rpm-auction-info/2027-2028/2027-2028-bra-report.pdf.

[89] NERC Assessment at 93.

[90] *See* White, *Three Mile Island is 'Poster Child' of Trump Energy, AI Agenda: US Energy Secretary*, Lancaster Online (Dec. 18, 2025), https://lancasteronline.com/news/politics/three-mile-island-is-poster-

that "Crane Clean Energy Center will help us achieve" Pennsylvania's goals of "cut[ting] energy costs and ensur[ing] the reliability of our energy grid . . . ."[91] These waivers are required to realize those broad benefits as soon as possible.

In short, granting this waiver request will facilitate Crane achieving full deliverability as soon as possible—and maximize its ability to provide capacity and energy in the interim. Both are critical to enable Crane to provide the essential reliability and affordability benefits associated with over 800 MWs of new supply.

D. Harm to Third Parties

Constellation's requested waiver will, as indicated above, provide significant reliability and affordability contributions to PJM at a time both are critically needed. The waiver will do so without any known harms to third parties.

No Delay to Transition Cycle #2. Constellation's requested waiver will not delay PJM's interconnection study process. PJM has already designed its study process to accommodate developers modifying interconnection requests at Decision Point II, and Constellation has no reason to believe that the proposed transfer would disrupt PJM's Phase III study.

No Effects on Other Projects. Constellation is not aware of any potential cost shifts or other potential harms to third-party developers that would result from the proposed CIR transfer.[92] Crane does not share network upgrade responsibility with any other project.[93] And the Contingent

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child-of-trump-energy-ai-agenda-us-energy-secretary/article_a15599f5-554c-4bd9-9658-5e3066e445ba.html; U.S. Dep't of Energy, *Energy Department Closes Loan to Restart Nuclear Power Plant in Pennsylvania* (Nov. 18, 2025), https://www.energy.gov/articles/energy-department-closes-loan-restart-nuclear-power-plant-pennsylvania.

[91] Constellation Energy Corp., *Constellation to Launch Crane Clean Energy Center, Restoring Jobs and Carbon-Free Power to The Grid* (Sept. 20, 2024) (quoting Governor Josh Shapiro), https://www.constellationenergy.com/newsroom/2024/Constellation-to-Launch-Crane-Clean-Energy-Center-Restoring-Jobs-and-Carbon-Free-Power-to-The-Grid.html.

[92] Constellation agrees to reimburse PJM for any additional study or processing costs caused by this request.

[93] Habtemichael Aff. ¶ 30.

Facilities that Constellation seeks to resolve with this waiver request are regionally planned projects that PJM included in the RTEP prior to Crane's interconnection request whose costs are allocated to load—they are not assigned to any developer. Therefore, the CIR transfer will have no financial impact on other projects in the queue whatsoever.[94] Constellation's review of PJM's modeling in the Phase I Study results (including PJM's treatment of Eddystone), moreover, confirms that the proposed CIR transfer is not expected to affect any other project in the cluster.[95]

No Effects on Transmission Development. Although Constellation anticipates that transferring the Eddystone CIRs to Crane will eliminate many Contingent Facilities from Crane's Generator Interconnection Agreement, that will have no effect whatsoever on the development of the Contingent Facilities themselves. Again, Crane has no cost responsibility for those RTEP projects, and they were planned and are being developed outside of the generator interconnection process. Their inclusion as Contingent Facilities in no way affects their development. If anything, as noted above, Constellation's request here would *benefit* customers region-wide by enabling Crane to come online and provide supply in a tight market as soon as possible.

No Market Power Concerns. There are no market power concerns. As discussed above, the Market Monitor has already determined there are no market power concerns with deactivating Eddystone Units 3 and 4—removing Eddystone Units 3 and 4's Capacity Resource status is no different. That is especially true where the Secretary has directed that Eddystone "shall not be considered capacity resources."[96] Indeed, transferring the Eddystone CIRs to Crane will enhance competition in PJM by enabling Crane to add supply to the PJM market as soon as possible.

[94] *Id*.

[95] *Id.* ¶ 31.

[96] Feb. 2026 Eddystone Order at 10, Ordering Para. G.

III. REQUEST FOR REMEDIAL RELIEF

None of the waivers requested herein are retroactive, but if required, the Commission can grant the same relief using its authority under FPA section 309 to "issue . . . such orders . . . as it may find necessary or appropriate to carry out the [Act]."[97] "Section 309 [] permits FERC to advance remedies not expressly provided by the FPA, as long as they are consistent with the Act."[98] The relief requested here—to support the unencumbered entry of more than 800 MW of new baseload, dispatchable supply—plainly supports a primary purpose of the Federal Power Act: "[T]he orderly development of plentiful supplies of electricity . . . at reasonable prices."[99] Thus if necessary, and for the same reasons described above, the Commission can grant the requested relief under FPA section 309.

[97] 16 U.S.C. § 825h; *see also Waiver of Tariff Requirements*, 193 FERC ¶ 61,135 at P 3 (2025) (describing requests for remedial relief).

[98] *Verso Corp. v. FERC*, 898 F.3d 1, 10 (D.C. Cir. 2018); *see also Niagara Mohawk Power Corp. v. FPC*, 379 F.2d 153, 158 (D.C. Cir. 1967) (Section 309 authorized FERC "to use means of regulation not spelled out in" the Federal Power Act, "provided the agency's action conforms with the purposes and policies of Congress and does not contravene any terms of the Act.").

[99] *NAACP v. FPC*, 425 U.S. 662, 669-70 (1976) (citations omitted).

IV. COMMUNICATIONS

Correspondence and communications with respect to this proceeding should be addressed to the following:[100]

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V. CONCLUSION

In light of the exigent circumstances described above, Constellation respectfully requests limited, one-time waivers of the indicated Tariff provisions to provide Constellation the opportunity to transfer the Eddystone CIRs to Crane and modify Crane's interconnection request at Decision Point II, which is expected to begin on June 2, 2026. Doing so will facilitate Crane providing its full benefits to PJM customers as soon as possible, contributing to key reliability and affordability goals. Constellation respectfully requests the Commission grant the waivers no later than June 1, 2026.

[100] Constellation respectfully requests waiver of 18 C.F.R. § 385.203(b)(3) to permit the designation of more than two persons upon whom service is to be made in this proceeding.

Dated: March 31, 2026

Respectfully submitted,

/s/ Zachary B. Cohen

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CERTIFICATE OF SERVICE

I hereby certify that I have this day caused to be served the foregoing document and Exhibit 1 on counsel for PJM Interconnection, L.L.C. and counsel for the Independent Market Monitor for PJM.

Dated: March 31, 2026

/s/ Zachary B. Cohen
Zachary B. Cohen

EXHIBIT 1

AFFIDAVIT OF YONAS K. HABTEMICHAEL

MARCH 31, 2026

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Constellation Energy Generation, LLC	**)**	**Docket No. ER26-____**

AFFIDAVIT OF YONAS K. HABTEMICHAEL IN SUPPORT OF CONSTELLATION ENERGY GENERATION, LLC'S REQUEST FOR PROSPECTIVE, LIMITED WAIVER

I. Qualifications, Assignment, and Summary of Conclusions.

1. My name is Yonas K. Habtemichael. I am a Manager in the Transmission Analytics Organization at Constellation Energy Generation, LLC ("Constellation" or the "Company"). My business address is 1310 Point St., Baltimore, Maryland 21231.

2. I hold a Master of Engineering in Power Systems from Worcester Polytechnic Institute, a Master of Business Administration from Pennsylvania State University, and a Bachelor of Science in Electrical Engineering from Drexel University.

3. I have more than 18 years of experience in transmission planning and wholesale markets, including conducting reliability analyses, power flow modeling, and congestion analyses and modeling. In my current role, I support Constellation's commercial activities in PJM. I contribute to long-term planning, hedging, and investment decisions by overseeing transmission modeling and congestion analysis. I also manage key analytical projects and align system-level modeling with operational and strategic needs, including directing and conducting power-flow studies to assess transmission reliability constraints. Prior to assuming my current role, from 2016 to 2024, I served as a Principal Transmission Specialist at Constellation, where I led technical studies examining congestion patterns, system limitations, and the congestion impacts of market conditions. I performed production-cost simulation analyses to evaluate outages, fuel and load trends, and policy developments. I also supported the development of hedging approaches informed by transmission system conditions.

4. I previously worked at PJM Interconnection, L.L.C. (PJM) from 2008 to 2016, both in the Transmission Planning and Interregional Planning departments. My work at PJM included performing baseline power-flow studies for the Regional Transmission Expansion Plan (RTEP), evaluating the effectiveness of proposed transmission reinforcements, building and validating

system models with Transmission Owners, and contributing to planning-related reports. I also collaborated with bordering independent system operators and regional transmission organizations on interregional studies and performed reliability analyses to assess reliability and system performance under a range of future scenarios.

5. In this Affidavit, I explain how transferring the Capacity Interconnection Rights ("CIRs") for Eddystone Generating Station ("Eddystone") Units 3 and 4 (the "Eddystone CIRs") to the Crane Clean Energy Center ("Crane") will expedite Constellation's efforts to make Crane fully deliverable, likely by years, and meaningfully improve Crane's position to provide capacity and energy in the meantime. I begin by describing Crane and explaining why Contingent Facilities identified in the Phase I Study Report for Crane ("Crane Phase I Report") could delay Crane's full deliverability—and thus its ability to provide all of its capacity and energy benefits to PJM—to the end of 2030. I then describe how Constellation identified transferring the Eddystone CIRs to Crane as a key solution for addressing reliability violations identified in the Crane Phase I Report. Finally, I explain that transferring the Eddystone CIRs to Crane will not adversely affect any third parties, including through cost shifts.

II. Overview of the Crane Clean Energy Center and its Interconnection Process.

6. Constellation is developing the Crane Clean Energy Center—the restart of Three Mile Island Unit 1—to provide a maximum facility output of 859 MW of dispatchable, baseload, carbon-free generation to the PJM grid in Southern Pennsylvania.

7. In 2025, FERC approved PJM's Reliability Resource Initiative to accelerate the interconnection of shovel-ready reliability projects by allowing them to join Transition Cycle #2, rather than waiting for Cycle #1. Doing so would reduce the time for selected projects to complete the interconnection study process and execute a Generator Interconnection Agreement by an estimated 14 months. On May 2, 2025, PJM notified Constellation that it had selected Crane as one of the 51 Reliability Resource Initiative ("RRI") projects, thus allowing Crane to join Transition Cycle #2 in 2025 rather than waiting for Cycle #1 to begin in mid-2026.

8. Transition Cycle #2 includes three study phases, after which developers negotiate and execute Generator Interconnection Agreements with PJM and the applicable Transmission Owner. PJM provides the below schedule for Transition Cycle #2 (future dates subject to change):

- **RRI Application Window:** Feb. 28, 2025 – Mar. 14, 2025
- **RRI Project Selection:** May 2, 2025
- **Phase I:** July 7, 2025 – Oct. 31, 2025
- **Decision Point I:** Nov. 3, 2025 – Dec. 2, 2025
- **Phase II:** Dec. 3, 2025 – June 1, 2026
- **Decision Point II (estimated):** June 2, 2026 – July 1, 2026
- **Phase III (estimated):** July 2, 2026 – Dec. 28, 2026
- **Decision Point III (estimated):** Dec. 29, 2026 – Jan. 27, 2027
- **Final Agreement Negotiation (estimated):** Dec. 29, 2026 – Feb. 26, 2027

At each decision point, developers must meet certain development criteria and submit a deposit to proceed, or they may elect to withdraw from the process.

9. Based on the rapid progress made to date on the restart of the nuclear facility itself, Crane could be ready to generate power as early as 2027.

III. Contingent Facilities May Delay Crane's Deliverability, and Thus its Full Reliability and Affordability Benefits.

10. PJM released the Crane Phase I Report on October 31, 2025.

11. During the Phase I Study, PJM used its standardized summer peak, winter peak, and light-load RTEP base cases to identify reliability violations caused by the Transition Cycle #2 cluster of projects, including Crane. At a high level, by modeling load flows during summer and winter peak conditions, as well as under light load conditions, PJM assessed deliverability and the steady-state thermal and voltage impacts of the cluster. Where PJM identified new or worsened thermal or voltage violations after modeling the Transition Cycle #2 projects, PJM identified the transmission solution(s) needed to ensure reliability and assigned cost responsibility based on each project's contribution to the violation, as provided in the Tariff.

12. The Crane Phase I Report determined that Crane contributed to steady-state thermal reliability violations on ten unique facilities—seven 500 kV facilities and three 230 kV facilities.

13. In the Crane Phase I Report, PJM identified network upgrades required to mitigate some, but not all, of the Crane reliability violations. The most significant required network upgrade is rebuilding and/or reconductoring the Jackson – Three Mile Island 230 kV line, for which Constellation was assigned 100% cost responsibility. Constellation has separately executed an

Upgrade Construction Service Agreement ("UCSA") with the Transmission Owner, Mid-Atlantic Interstate Transmission, LLC ("MAIT"), and PJM, to begin this work as soon as possible.[1]

14. In addition to the required network upgrades, the Crane Phase I Report identified certain "Contingent Facilities" for Crane—transmission enhancements that were already planned to be constructed, and that therefore will not be cost-allocated to Crane. Constellation did not know that Crane would be subject to the completion of Contingent Facilities prior to receiving the Crane Phase I Report. All of these Contingent Facilities included in the Crane Phase I Report are regional or backbone reinforcements that are not directly cost-allocated to Crane or any other proposed generation project.[2] Rather, these projects included in the Regional Transmission Expansion Plan ("RTEP") will be cost-allocated to load. In short, while certain reliability violations that Crane contributed to will be resolved through network upgrades funded by Crane, other reliability violations will be resolved once already-planned transmission projects enter service.

15. Completion of Contingent Facilities, however, is a necessary condition precedent before generation projects are considered fully deliverable, and thus can affect when a new generation project can come online. When PJM includes Contingent Facilities in a Generator Interconnection Agreement, the Interconnection Customer's ability to sell capacity and energy will be subject to annual Interim Deliverability Studies until those Contingent Facilities are completed. Interim Deliverability Studies assess the extent to which a project is deliverable despite the unfinished upgrades and award corresponding Capacity Interconnection Rights and energy injection rights. Interim Deliverability Studies are conducted annually and are only valid for the Delivery Year studied.

16. The Contingent Facilities identified in the Crane Phase I Report are wide ranging, including hundreds of miles of new 765 kV and 500 kV transmission lines across the mid-Atlantic, as far away as southern Virginia and West Virginia. Critically, the current projected in-service dates for many of these projects are well after Crane will be available to generate and after all other network upgrades will be completed, and extend as late as December 31, 2030. More than half of the

[1] With one exception, Crane is the sole project allocated costs for the identified network upgrades. Specifically, PJM assigned Crane $137,130 of $364,562 associated with replacing a wave trap on the Keystone-Cabot 500 kV line. Based on my review of PJM data, I believe the reliability violations from Crane that triggered the Keystone Wave Trap replacement will likely be eliminated. Regardless, I understand that Constellation has agreed to fully fund the Wave Trap replacement.

[2] *See* PJM Open Access Transmission Tariff, § 300.C (Contingent Facilities).

Contingent Facilities have already experienced delays, including 21 that have been delayed three or more years.

17. Based on the Crane Phase I Report, assuming the projected in-service dates hold, the soonest Crane will be "fully deliverable"—that is, not subject to annual Interim Deliverability Studies for capacity interconnection and energy injection rights—is December 31, 2030—more than three years after Constellation hopes Crane will be physically available to supply the grid. That full deliverability date could easily slip if the Contingent Facilities are delayed.

18. After receiving the Crane Phase I Report, Constellation began carefully reviewing the results to understand the causes of the reliability violations and to identify other solutions to mitigate them, with the goal of achieving Crane's full deliverability as soon as possible. As described below, one of the most important actions Constellation has identified for addressing the identified reliability violations, expediting Crane's full deliverability, and best positioning Crane for interim deliverability in the meantime, is transferring the Eddystone CIRs to Crane.

IV. Transferring the Eddystone CIRs to Crane Will Expedite Crane's Deliverability.

A. Constellation Can Transfer the Eddystone CIRs to Crane.

19. PJM defines CIRs as "a resource's right to input generation as a Generation Capacity Resource into the Transmission System at the Point of Interconnection where the generating facilities connect to the Transmission System."[3] At a high level, CIRs represent the quantity of a generator's output that PJM has determined can be delivered to load under peak conditions without causing reliability violations. CIRs are awarded through PJM's interconnection process and Interim Deliverability Studies, and are required for a resource to qualify for participation in PJM's capacity market.

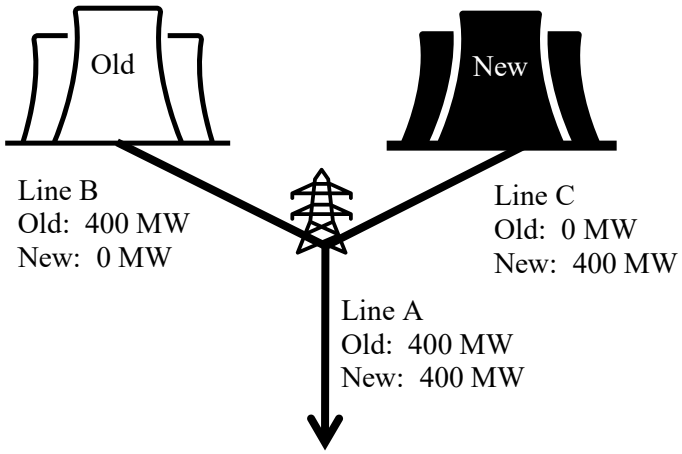
20. Eddystone Generating Station Units 3 and 4 are roughly 50-year-old oil and gas units in Pennsylvania, each with a generating capacity of 380 MW. On December 1, 2023, Constellation announced it would retire Eddystone Units 3 and 4, and submitted deactivation requests to PJM and the Market Monitor at the same time. In early 2024, both PJM and the Market Monitor approved the deactivation. Hours before the planned deactivation, on May 30, 2025, the U.S. Secretary of Energy issued an order pursuant to section 202(c) of the Federal Power Act directing PJM and Constellation to keep Eddystone Units 3 and 4 available to operate. The Department of

[3] Tariff § 300.C (Capacity Interconnection Rights).

Energy has repeatedly extended its orders. The Department of Energy's directives prevent PJM from treating Eddystone as a Capacity Resource. Accordingly, the Eddystone CIRs are not currently providing any value to the system or to customers.

21. PJM allows resource owners to transfer CIRs under conditions provided in the Tariff, including to resources that interconnect to the transmission system at a different point of interconnection. That is because a generator's output is distributed across the transmission system in accordance with power flow principles. PJM assesses CIR transferability by comparing system effects of the transferring and receiving resources on the system. The impacts, known as "MW Contribution," are derived from the distribution factors of the generators to the violations. Although a CIR transfer to a new point of interconnection does not necessarily have a 1:1 MW Contribution, when the receiving resource's MW Contribution on a given line is equal to or less than the transferring resource's MW Contribution, the receiving resource is deemed not responsible for the violations and required mitigations—including Contingent Facilities.

Consider the following simplified example of the retiring "Old Generator" and the entering "New Generator," which we will assume have the same output. Without the CIR transfer, New Generator causes a violation on Line A. But because Old Generator and New Generator have the same MW Contribution to Line A, transferring the CIRs from Old Generator will eliminate the assignment of the violation and required mitigations on Line A to New Generator.



22. Prior to submitting the Interconnection Service Request for Crane, Constellation conducted extensive internal modeling and considered various options for accelerating Crane's full deliverability, including transferring the Eddystone CIRs to Crane. Based on the information

available to Constellation at that time, which did not even include the composition of the cluster Crane would be studied with, it did not appear that doing so would benefit Crane. Thus, even if it were possible to complete the CIR transfer then, there was no basis then for Constellation to attempt to complete it. Now that PJM has completed the Crane Phase I Report and has posted additional data to model, Constellation has been able to determine that transferring the Eddystone CIRs is a sensible path forward to accelerate Crane's deliverability.

B. Transferring the Eddystone CIRs to Crane will Support Expediting Crane's Full Deliverability and Improve its Position for Interim Deliverability.

23. The most effective action Constellation can take both to expedite Crane's full deliverability and improve its position for interim deliverability in the meantime, is to transfer the Eddystone CIRs to Crane.

24. After receiving the Crane Phase I Report, Constellation performed a reliability assessment mirroring PJM's methodology, but transferring the Eddystone CIRs to Crane. Constellation reviewed each violation identified in the Crane Phase I Report and compared Crane's and Eddystone's MW Contributions to those constraints. Based on that modeling and Constellation's evaluation of PJM's publicly posted Phase II study case, I expect that the combination of the Eddystone CIR transfer and updates in the posted Phase II case will address the violations on *all seven* of the 500 kV violations related to Crane. Constellation separately evaluated relinquishing the Eddystone CIRs rather than transferring them to Crane. The effects, however, were too diffuse to address any of the violations that PJM identified in the Crane Phase I Report.

25. Fully addressing the violations on the 500 kV facilities—leaving only the violations on the 230 kV facilities—will expedite Constellation's efforts to make Crane fully deliverable. Doing so will eliminate at least 30 of the Contingent Facilities in the Crane Phase I Report, including some of the most significant projects. These include hundreds of miles of new transmission lines in Virginia and West Virginia, some of which have projected in-service dates as late as the end of 2030. Addressing the violations triggering these Contingent Facilities will ensure Crane (1) is not dependent on the completion of these facilities, which PJM or the developer could modify; and (2) is not subject to the in-service dates for these projects, some of which are many years beyond when Constellation hopes Crane will begin generating, and could slip even further because of permitting or construction delays.

26. At the same time, Constellation is actively working to identify solutions for the violations on the three 230 kV facilities. Constellation will resolve the violations on one 230 kV facility through the UCSA it entered with MAIT and PJM (noted above), which will expedite construction of the network upgrades cost-allocated to Crane. Constellation has accepted full cost responsibility for that work. Our analysis indicates that the violations on the second remaining 230 kV facility will be fully resolved by a transmission facility under development that is expected to enter service in June 2027. As to the violations on the final 230 kV facility, Constellation is actively exploring all options, including entering other UCSAs with applicable transmission owners, at Constellation's expense, needed to alleviate the violations. Although this work is not yet fully complete, I am very optimistic that Constellation will be successful, facilitating Crane reaching full deliverability well in advance—and likely years before—December 31, 2030. Because addressing the violations on the 500 kV facilities is a prerequisite for Crane to achieve full deliverability, Constellation's ability to advance Crane's full deliverability could be limited—and is certainly far less likely—without transferring the Eddystone CIRs to Crane.

27. Transferring the Eddystone CIRs will also meaningfully improve Crane's interim deliverability prospects prior to the plant reaching full deliverability, including if Constellation is unable to resolve the final 230 kV violation. Addressing the violations on the 500 kV facilities will naturally reduce the obstacles to Crane serving the PJM system, both increasing the likelihood that PJM awards CIRs and energy injection rights following an Interim Deliverability Study and the quantity of each that PJM allows.

28. Transferring the Eddystone CIRs to Crane at Decision Point II is the only feasible way to improve Crane's deliverability when Constellation believes it will be available for customers. Constellation's only alternative is to drop out of Transition Cycle #2 and reapply in Cycle #1, but under PJM's schedule, projects in Cycle #1 will not execute Generator Interconnection Agreements at least until February 2028. Re-applying in Cycle #1 eliminates any chance that Crane would be available to PJM and its customers in 2027.

V. Transferring the Eddystone CIRs to Crane Will Not Harm Any Third Parties.

29. Based on my review of Constellation's modeling and analysis, transferring the Eddystone CIRs to Crane will not have any adverse effects on third parties.

30. With respect to cost, all of the identified Contingent Facilities are regionally cost allocated to load as RTEP baseline upgrades, meaning that no generator projects in the queue are receiving

any cost allocations for those projects and removing assignment of those Contingent Facilities to Crane will not affect the cost allocations. Meanwhile, because Crane is the only project assigned to the remaining Network Upgrades, or has otherwise agreed to fund them fully, any changes to those projects will not affect other generators in the queue. Moreover, the proposed CIR transfer is not expected to mitigate the 230kV violations, including the remaining Network Upgrade.

31. Transferring the Eddystone CIRs to Crane also will not affect other projects' deliverability. Although CIRs provide a resource the right to use the transmission system, the CIRs do not change how PJM models the system. Put another way, PJM will model Crane the same both without the Eddystone CIRs and with them. Furthermore, Eddystone Units 3 and 4 were modeled as deactivated resources in the Transition Cycle #2 Phase I case. Accordingly, those units were dispatched in the Phase I case only to contribute to violations (i.e., harmer), but not to mitigate issues. Consequently, removing the Eddystone CIRs will not adversely impact other projects and may benefit other projects.

ATTESTATION

State of Maryland)

City of Baltimore)

I, Yonas K. Habtemichael, swear that the above and foregoing is true and correct to the best of my information, knowledge, and belief.

Yonas K. Habtemichael

SWORN AND SUBSCRIBED BEFORE ME

This 31 day of March 2026

Notary Public

My Commission Expires: 4/25/2027