

endorsed Constellation’s analysis, that PJM’s planning studies control, and that the outcome of those studies, including the extent of any CIR transfer and the resulting cost allocation, cannot be presupposed. The record further shows that granting the waiver risks harmful precedent and disruption to the interconnection process, and that Constellation has failed to justify why existing Tariff mechanisms, such as interim deliverability studies and Energy Resource operations, are inadequate.

Contrary to Constellation’s assertions, the denial of the waiver will not prevent Crane from operating and providing energy to the grid.

This answer should be accepted because it clarifies the issues and contributes to a complete record, facilitating the decision making process.

I. ANSWER

Constellation’s answer and request for waiver relies on the improper premise that the outcome of PJM’s interconnection and planning studies can be predicted in advance. The record demonstrates the opposite: PJM’s Tariff-administered study process is the exclusive mechanism for determining system impacts, deliverability, and cost responsibility, and those outcomes cannot be presumed. In addition, the answer and requested waiver raise significant concerns regarding precedent and the orderly administration of the interconnection queue, and Constellation has failed to demonstrate that waiver is necessary given the availability of existing Tariff compliant options.

A. PJM’s Tariff Administered Planning Studies Control and Their Outcomes May Not Be Presupposed.

PJM’s filed comments remove any ambiguity regarding the controlling framework.³ As the Commission approved RTO responsible for administering the Tariff, PJM has exclusive authority to conduct the studies that determine the impacts of interconnection

³ Motion to Intervene and Comments of the PJM Interconnection, L.L.C., Docket No. ER26-2028-000 (April 21, 2026) (“PJM Comments”).

requests and modifications thereto. PJM states unambiguously: “PJM planning studies control and any granting of the Waiver Request should not presuppose the outcome of any studies that PJM must perform as to the CIR transfer or the remainder of Transition Cycle #2 (‘TC2’).”⁴ Equally important, PJM confirms that it has not reviewed or validated Constellation’s analysis: “PJM has not seen or reviewed Constellation’s findings.”⁵ These statements establish that Constellation’s modeling exists entirely outside the Tariff-governed study process. Under the Commission approved framework, system impacts, reliability violations, and deliverability rights are determined through PJM’s standardized, non-discriminatory studies, not through unilateral analyses prepared by individual market participants.

B. Constellation’s Waiver Request Impermissibly Relies on Assumed Study Outcomes.

Despite PJM’s clear directive, Constellation’s Answer and waiver request continue to be premised on unsupported, assertedly definitive conclusions regarding what PJM’s studies will show. Constellation asserts that transferring CIRs from Eddystone to Crane: “[W]ill 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 interim deliverability.”⁶ It further claims that the transfer would: “[A]ddress all of the violations affecting 500 kV facilities,” thereby eliminating major contingent upgrades.⁷ These statements are not conditional or tentative; they are categorical assertions about the outcome of studies that PJM has not yet performed. In effect, Constellation asks the Commission to accept its technical conclusions as a substitute for PJM’s analysis. This

⁴ See PJM Comments at 2.

⁵ See PJM Comments at 1.

⁶ See Constellation Waiver Request at 8.

⁷ See Constellation Waiver Request at 18.

approach is incompatible with the Tariff. Interconnection studies are inherently iterative and fact specific. They incorporate system conditions, queue interactions, and network constraints that evolve over time and cannot be accurately captured in unofficial, private modeling. By presenting its conclusions as definitive, Constellation improperly collapses this iterative PJM process into a predetermined outcome, thereby circumventing the Tariff framework. Moreover, Constellation's reliance on these assumptions is central, not incidental to its waiver request.

C. Constellation's Answer Continues to Rely on Speculative and Unverified Assumptions.

Constellation's Answer does not remedy these deficiencies. Instead, it reiterates its reliance on internal modeling, asserting that the CIR transfer: "would 'not change how PJM models the system' and 'would not adversely impact other projects.'"⁸ Constellation further characterizes concerns regarding study impacts as speculative, arguing that PJM would have identified any issues if they existed.⁹ This argument improperly attempts to invert the burden. It is not the responsibility of other parties, or PJM, to disprove Constellation's assumptions and assertions. Rather, it is Constellation's burden to demonstrate that its requested relief is justified under the Tariff and Commission precedent. Assertions that a proposal will not affect system modeling or other projects must be validated through PJM's studies, not presumed. Additionally, Constellation's suggestion that PJM would have raised objections if issues existed is misplaced. PJM has explicitly stated that it has not reviewed Constellation's analysis and that the relevant determinations must be made through future studies. PJM's neutrality at this stage therefore reflects adherence to its process, not agreement with Constellation's conclusions.

⁸ See Constellation Answer at 3 (quoting Habtemichael Affidavit Paras. 30–31).

⁹ See Constellation Answer at 2–3.

D. PJM’s Tariff Framework Requires that Deliverability, CIR Transferability and Cost Allocation Be Determined Through PJM Studies.

The Tariff framework confirms that PJM’s study process governs not only deliverability, but also the extent of CIR transferability and the allocation of network upgrade costs. The Phase I System Impact Study identifies reliability violations and required upgrades but explicitly contemplates further analysis, including interim deliverability studies.¹⁰ Constellation acknowledges that CIR transfers between different points of interconnection may not be one to one.¹¹ This is a critical admission. Where resources interconnect at different electrical locations, their impacts on the transmission system differ, and any transfer of interconnection rights must be evaluated through detailed system studies. Because Eddystone and Crane are located at different points on the PJM system, the proposed transfer raises complex questions regarding transfer capability, residual constraints, and required upgrades. These questions directly affect cost allocation, including whether Crane remains responsible for network upgrades identified in the interconnection process. Absent PJM’s studies, none of these issues can be resolved.

E. PJM’s Comments Corroborate the Market Monitor’s Concern That Granting the Waiver Risks Creating Undesirable Precedent.

The Market Monitor has raised concerns that granting the requested waiver would create precedent and disrupt the interconnection process, and is therefore not limited and has potential harmful impacts on third parties. PJM recognizes that the waiver could be invoked by other interconnection customers seeking to modify projects, transfer rights, or otherwise deviate from Tariff requirements outside the established study process. Such outcomes would introduce uncertainty into the queue, undermine transparency, and erode confidence in the uniform application of Tariff rules. The interconnection process depends on

¹⁰ See PJM Interconnection, L.L.C., AH1-695 Phase I Study Report (October 29, 2025), as cited in PJM Comments at 1–2.

¹¹ See Constellation Waiver Request at 7–8.

predictability and equal treatment. Allowing applicants to obtain relief based on project specific modeling, rather than PJM administered studies, would undermine the rules, undermine confidence, create uncertainty and invite gaming.

F. Constellation Fails to Demonstrate that the Waiver Is Necessary Given Available Tariff Compliant Alternatives.

Constellation fails to demonstrate that a waiver is necessary to address a concrete problem. The Tariff provides established mechanisms that allow a project to proceed while deliverability issues are resolved. PJM’s study process contemplates interim deliverability determinations that allow resources to operate prior to completion of network upgrades.¹² In addition, a generator may operate as an Energy Resource without Capacity Interconnection Service until full deliverability is achieved. Constellation acknowledges that Crane’s deliverability depends on future study outcomes.¹³ Despite the availability of these pathways, Constellation provides no explanation as to why they are insufficient. It does not claim that Crane is unable to interconnect, operate, or participate in the market absent waiver. Instead, it seeks to accelerate or predetermine the outcome of the study process. As the Commission has repeatedly explained, simply having to follow tariff requirements is not a concrete problem that warrants waiver of the Tariff’s requirements.¹⁴ Waiver is an extraordinary remedy that requires a showing of concrete hardship or inequity.

¹² See PJM Comments at 1–2.

¹³ See Constellation Waiver Request at 8, 18.

¹⁴ *Erie Power, LLC*, 148 FERC ¶ 61,038 at P 20 (2014) (“Simply having to follow NYISO’s Tariff requirements in order to reactivate the North East Plant and restore the North East Plant’s interconnection is not a concrete problem that [**18] warrants waiver of the Tariff’s requirements.”), quoted in *Midcontinent Independent System Operator, Inc., et al.*, 192 FERC ¶ 61,004 at P 21 (2025); *Brookfield Renewable Energy Trading & Mktg., LP*, 178 FERC ¶ 61,078 at P 13 n.27 (2022) (“The Commission has previously denied waiver where the waiver applicant merely sought to avoid following its tariff requirements.”), citing *Erie Power, LLC*, 148 FERC ¶ 61,038, at P 20 (2014).

G. Constellation's Request Is Inconsistent with PJM's Exclusive Authority Under the Tariff.

Constellation's Answer and waiver request conflict with PJM's role as the Tariff administrator. Constellation seeks to rely on its own modeling to establish the effects of a CIR transfer, while PJM has made clear that such determinations must be made through its planning studies.¹⁵ The Tariff framework confirms that PJM's study process is the sole authoritative mechanism for determining system impacts, transfer capability, required upgrades, and cost responsibility. Constellation's proposal would substitute speculative conclusions for that process, creating both case-specific and systemic concerns.

II. MOTION FOR LEAVE TO ANSWER

The Commission's Rules of Practice and Procedure, 18 CFR § 385.213(a)(2), do not permit answers to protests, answers, or requests for rehearing unless otherwise ordered by the decisional authority. The Commission has made exceptions, however, where an answer clarifies the issues or assists in creating a complete record.¹⁶ In this answer, the Market Monitor provides the Commission with information useful to the Commission's decision making process and which provides a more complete record. Accordingly, the Market Monitor respectfully requests that this answer be permitted.

¹⁵ See PJM Comments at 2.

¹⁶ See, e.g., *PJM Interconnection, L.L.C.*, 119 FERC ¶61,318 at P 36 (2007) (accepted answer to answer that "provided information that assisted ... decision-making process"); *California Independent System Operator Corporation*, 110 FERC ¶ 61,007 (2005) (answer to answer permitted to assist Commission in decision-making process); *New Power Company v. PJM Interconnection, L.L.C.*, 98 FERC ¶ 61,208 (2002) (answer accepted to provide new factual and legal material to assist the Commission in decision-making process); *N.Y. Independent System Operator, Inc.*, 121 FERC ¶61,112 at P 4 (2007) (answer to protest accepted because it provided information that assisted the Commission in its decision-making process).

III. CONCLUSION

The Market Monitor respectfully requests that the Commission afford due consideration to this answer as the Commission resolves the issues raised in this proceeding.

Respectfully submitted,



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Dated: May 11, 2026

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding.

Dated at Eagleville, Pennsylvania,
this 11th day of May, 2026.



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