

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In The Matter Of:

Constellation Energy Generation, LLC	:	Safe Drinking Water Act Violations
2625 River Road, P.O. Box 480	:	CCEC Plant Drinking Water System
Middletown, PA 17057-0480	:	PWSID No. 7220917
	:	Londonderry Township
	:	Dauphin County

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement ("COA") is entered into this 13th day of August, 2025, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department") and Constellation Energy Generation, LLC ("Constellation").

The Department has found and determined the following:

- A. The Department is the executive agency with the duty and authority to administer and enforce the Pennsylvania Safe Drinking Water Act, Act of May 1, 1984, P.L. 206, *as amended*, 35 P.S. §§ 721.1–721.17 ("SDWA"); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, *as amended*, 71 P.S. § 510-17 ("Administrative Code"); and the rules and regulations promulgated thereunder, 25 Pa. Code Chapter 109 ("SDWA Regulations").
- B. Constellation is a registered limited liability company with the Pennsylvania Department of State (Entity No. 2979826) that maintains a mailing address of 2625 River Road, Middletown, PA 19057.
- C. Constellation owns and operates a power generation facility, known as the Crane Clean Energy Center ("CCEC"), located on Three Mile Island (Dauphin County Parcel Nos. 34-027-102 and 34-030-102) (hereinafter "Property").
- D. Constellation owns and operates a "public water system" ("PWS"), as that term is defined by Section 3 of the SDWA, 35 P.S. § 721.3 and Section 109.1 of the SDWA Regulations, 25 Pa. Code § 109.1 (hereinafter "CCEC PWS"). The CCEC PWS is a "nontransient noncommunity water system" as that term is defined in Section 109.1 of the SDWA Regulations, 25 Pa. Code § 109.1.
- E. The CCEC PWS includes two wells: the OSF Well (serving Entry Point 101) and the BLDG 48 Well (serving Entry Point 102). Both wells are treated with zinc orthophosphate for lead and copper corrosion control.

- F. Constellation is a “person” and a “public water supplier” as those terms are defined in Section 3 of the SDWA, 35 P.S. § 721.3, and is a “person” and “public water supplier” as those terms are defined in Section 109.1 of the SDWA Regulations, 25 Pa. Code § 109.1.
- G. Pursuant to SDWA Regulations Section 109.301(16)(i)(A), 25 Pa. Code § 109.301(16)(i)(A), Constellation began quarterly monitoring for perfluorooctanoic acid (“PFOA”) and perfluorooctanesulfonic acid (“PFOS”) at the CCEC PWS in Q1 2024. The reported Q1 2024 sample from Entry Point 101 at the CCEC PWS contained 29 ng/L of PFOS and 16 ng/L of PFOA.
- H. Following the sampling event referenced in Paragraph G, above, Constellation continued to sample and report the results for PFOS and PFOA at the CCEC PWS to the Department, on a quarterly basis.
- I. On October 3, 2024, the Department issued a Notice of Violation (“NOV”) that noted the 20 ng/L PFOA running annual average (“RAA”) calculated from the reported quarterly Entry Point 101 samples from the CCEC PWS exceeded the 14 ng/L Pennsylvania PFOA Maximum Contaminant Level (“MCL”). See 25 Pa. Code §§ 109.202(a)(4)(ii), 109.301(16)(ix). The October 3, 2024 NOV was emailed to Constellation.
- J. On December 23, 2024, the Department issued a NOV that noted the 27 ng/L PFOS and 16 ng/L PFOA RAAs calculated from the reported quarterly Entry Point 101 samples, and the 23 ng/L PFOA RAA calculated from the reported quarterly Entry Point 102 samples for the CCEC PWS exceeded the 14 ng/L Pennsylvania PFOA and 18 ng/L Pennsylvania PFOS MCLs. See id. The December 23, 2024 NOV was emailed to Constellation.
- K. On February 25, 2025, the Department issued a NOV that noted the 25 ng/L PFOS and 15 ng/L PFOA RAAs calculated from the reported quarterly Entry Point 101 samples and the 27 ng/L PFOS RAA calculated from reported quarterly Entry Point 102 samples for the CCEC PWS exceeded the 14 ng/L Pennsylvania PFOA and 18 ng/L Pennsylvania PFOS MCLs. The February 25, 2025 NOV was mailed to Constellation.
- L. The Department identified the ongoing PFOA and PFAS MCL exceedances, referenced in Paragraphs I – K, above, as “significant deficiencies,” as that term is defined in 25 Pa. Code § 109.1, at the CCEC PWS. See February 25, 2025 NOV. Accordingly, the February 25, 2025 NOV advised Constellation to: 1) consult with the Department within thirty (30) days with respect to the PFOA and PFAS MCL exceedances, 2) respond in writing to the Department with corrective action(s) and timetable to address these exceedances within forty five (45) days, and 3) to correct these exceedances within one hundred twenty (120) days (i.e., June 25, 2025) or otherwise in accordance with a schedule approved by the Department. Id. (citing 25 Pa. Code § 109.717).
- M. Constellation has issued the Tier-2 Public Notices (“PNs”), as a result of the Pennsylvania PFOS and PFOA MCL violations referenced in Paragraphs I – K, above. See 25 Pa Code §§ 109.407, 109.409.

- N. On March 6, 2025, Constellation spoke by telephone with Department representatives.
- O. By letter dated March 25, 2025, Constellation completed the 1) consultation with the Department, 2) responded to the Department with a corrective action plan and timetable for corrective action, and 3) requested that the Department approve a compliance schedule to correct the PFOA and PFOS MCL exceedances by obtaining a public water supply construction permit, pursuant to 25 Pa. Code § 109.503, and to install treatment for PFOA and PFOS at the CCEC PWS. See 25 Pa. Code § 109.717(1) - (4).
- P. Section 109.4(2) of the SDWA Regulations, 25 Pa. Code § 109.4(2), states that a public water suppliers shall “[p]rovide treatment adequate to assure that public health is protected.”
- Q. Section 109.4(4) of the SDWA Regulations, 25 Pa. Code § 109.4(4), states that public water suppliers shall “[t]ake whatever investigative or corrective action is necessary to assure that safe and potable water is continuously supplied to the users.”
- R. Sections 109.202(a)(1)-(2) of the SDWA Regulations, 25 Pa. Code §§ 109.202(a)(1)-(2), require PWSs to supply drinking water that complies with the primary MCLs adopted by the Environmental Quality Board, which incorporates the primary MCLs established by the U.S. Environmental Protection Agency (“EPA”), by reference.
- S. As set forth in 25 Pa. Code § 109.202(a)(4)(ii), Pennsylvania’s Environmental Quality Board established an 18 ng/L Pennsylvania PFOS MCL and 14 ng/L Pennsylvania PFOA MCL, effective as of January 14, 2023. See 25 Pa. Code § 109.202(a)(4)(i).
- T. As set forth in 25 Pa. Code § 109.301(16)(ix)(A), PWSs monitoring for PFOA and PFOS more than once per year “compliance with the [respective] MCL is determined by a . . . [RAA] of all samples taken at each entry point.” A PWS is out of compliance with the Pennsylvania PFOA and / or PFOS MCL immediately “if any sample result will cause the . . . [RAA] to exceed the [respective] MCL at any entry point.” 25 Pa. Code § 109.301(16)(ix)(C).
- U. The Department asserts that the exceedances of the Pennsylvania PFOA and PFOS MCLs, as referenced in Paragraphs I-K, above, constitute violations of 25 Pa. Code §§ 109.202(a)(4)(ii) that are subject to correction pursuant to the provisions of 25 Pa Code § 109.717.
- V. The Department asserts that the violations referenced in Paragraph U, above, constitute a statutory nuisance under Section 12(a) of the Safe Drinking Water Act, 35 P.S. § 721.12(a), and subject Constellation to civil penalty liability under Section 13(g) of the SDWA, 35 P.S. § 721.13(g).

ORDER

After full and complete negotiation of all matters set forth in this COA and upon mutual exchange of covenants contained herein, the parties desiring to avoid litigation and intending to be legally bound, it is hereby ORDERED by the Department and AGREED to by Constellation as follows:

1. **Authority.** This COA is an Order of the Department authorized and issued pursuant to Section 5(c) of the SDWA, 35 P.S. § 721.5(c), and Section 1917-A of the Administrative Code, 71 P.S. § 510-17.

2. **Findings.**

- a. In any matter or proceeding between Constellation and the Department, Constellation shall not challenge or deny the Department's assertion of the truth, accuracy, or validity of Paragraphs A through V, above.
- b. The parties do not authorize any other persons to use the findings in this COA in any matter or proceeding.

3. **Corrective Actions.**

- a. Unless a later date is approved by the Department in writing, Constellation shall submit to the Department, through a Pennsylvania licensed professional engineer, to the Department via ePermitting Portal (<https://www.pa.gov/agencies/dep/data-and-tools/electronic-submissions.html>) an administratively complete application for a public water supply construction permit for the installation of treatment to address the PFOA and PFOS MCL exceedances at the CCEC PWS, pursuant to 25 Pa. Code § 109.503, within one-hundred and twenty (120) calendar days of the date of this COA.

For the purposes of this COA, the term "administratively complete" means the application shall contain all applicable fees, modules, signatures and certifications/reports by applicable licensed professionals with all necessary laboratory analysis, plans, maps, drawings, specifications, and/or supporting calculations, and any other necessary information/documents of sufficient quality to merit a full technical review by the Department.

- b. The public water supply construction permit application referenced in Paragraph 3.a, above, shall be accompanied by payment of applicable permitting fees provided in 25 Pa. Code § 109.1404.
- c. Constellation shall, through a Pennsylvania licensed professional engineer, address any questions or requests for information from the Department pertaining to the public water supply construction permit application required in Paragraph 3.a, above, within fifteen (15) business days of the date when the Department sends

Constellation a request for such information.

- d. Unless a later date is approved by the Department in writing, Constellation shall commence construction of the new or modified treatment facilities (or parts thereof), as approved by the Department, within ninety (90) calendar days after the Department's issuance of a public water supply construction permit pursuant to the application referenced in Paragraph 3.a, above.
 - e. Unless a later date is approved by the Department in writing, all construction of the new or modified treatment pursuant to any of a public water supply construction permit pursuant to the application referenced in Paragraph 3.a shall be completed within one hundred eighty (180) calendar days after the commencement of the construction. For the purposes of this COA, completion of construction shall include submission, through a Pennsylvania licensed professional engineer, of a "Certificate of Construction Completion" to the Department through the ePermitting Portal (<https://www.pa.gov/agencies/dep/data-and-tools/electronic-submissions.html>) pursuant to 25 Pa. Code § 109.504(a).
 - f. Within ten (10) business days after the Department's issuance of an operations permit for the newly constructed or modified treatment, Constellation shall begin operation of the new or modified treatment facilities (or parts thereof), as approved.
 - g. For the CECC PWS, Constellation shall continue to monitor for PFOA and PFOS compounds as required by the SDWA Regulations and shall continue to issue updated PNs in accordance with 25 Pa Code §§ 109.407, 109.409, 109.411.
 - h. Within twenty-four (24) hours of receiving written authorization from the Department, Constellation shall issue a Problem Corrected Notice to all customers. Within ten (10) days of issuance of the Problem Corrected Notice, Constellation shall submit a copy of that notice and the completed certification of delivery to the Department at the address provided in Paragraph 5(b), below.
4. **Submission of Documents.** With regard to any document that Constellation is required to submit pursuant to Paragraph 3 of this COA, the Department will review the document and will approve or disapprove the document, or any portion thereof, in writing. If the document, or any portion thereof, is disapproved by the Department, Constellation shall submit a revised document to the Department that addresses the Department's concerns within a reasonable time, as specified by the Department. Upon approval by the Department, the document, including any Department-approved implementation schedules, shall become a part of this COA for all purposes and shall be enforceable as such.
5. **Stipulated Civil Penalties.**
- a. In the event Constellation fails to comply in a timely manner with any term or provisions of this COA, Constellation shall be in violation of this COA and, in

addition to other applicable remedies, shall pay a civil penalty in the amount of One Hundred Dollars (\$100.00) per day for each violation.

- b. Stipulated civil penalty payments shall be payable monthly on or before the fifteenth day of each succeeding month and shall be made payable to the "Commonwealth of Pennsylvania," and sent to:

Maikel Armanious
Environmental Compliance Specialist
Safe Drinking Water Program
Department of Environmental Protection
909 Elmerton Avenue
Harrisburg, PA 17110

- c. Any payment under this paragraph shall neither waive Constellation's duty to meet its obligations under this COA, nor preclude the Department from commencing an action to compel Constellation's compliance with the terms and conditions of this COA. The payment resolves only Constellation's liability for civil penalties arising from the violations of this COA Agreement for which the payment is made.
- d. Stipulated civil penalties shall be due automatically and without notice.

6. **Additional Remedies.**

- a. In the event Constellation's fails to comply with any provision of this COA, the Department may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the Department, including an action for civil penalties or action to enforce this COA.
- b. The remedies provided by this Paragraph and Paragraph 5 (Stipulated Civil Penalties) are cumulative, and the exercise of one does not preclude the exercise of any other. The failure of the Department to pursue any remedy shall not be deemed to be a waiver of that remedy. The payment of a stipulated civil penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated penalty is paid.

7. **Reservation of Rights.** The Department reserves the right to require additional measures to achieve compliance with applicable law. Constellation reserves the right to challenge any action which the Department may take to require those measures.

8. **Liability of Operator.** Constellation shall be liable for any violations of the COA, including those caused by, contributed to, or allowed by its officers, agents, employees, or contractors. Except as provided in Paragraph 9.c., CCEC also shall be liable for any violation of this COA caused by, contributed to, or allowed by its successors and assigns.

9. **Transfer of Site.**

- a. The duties and obligations under this COA shall not be modified, diminished, terminated, or otherwise altered by the transfer of any legal or equitable interest in the Property, the CCEC PWS, or any part thereof.
- b. If Constellation intends to transfer any legal or equitable interest in the Property or the CCEC PWS which is affected by this COA, Constellation shall serve a copy of this COA upon the prospective transferee of the legal and equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the Department of such intent, at the address specified in Paragraph 10, below.
- c. The Department, in its sole discretion, may agree to modify or terminate Constellation's duties and obligations under this COA upon transfer of the Site. Constellation waives any right that it may have to challenge the Department's decision in this regard.

10. **Correspondence with the Department.** Except as set forth in Paragraph 3 (Corrective Actions), above, a copy of all correspondence with the Department concerning this COA shall be addressed to:

Susan Werner
Environmental Group Manager
Safe Drinking Water Program
Department of Environmental Protection
909 Elmerton Avenue
Harrisburg, PA 17110

11. **Correspondence with Constellation.** All correspondence with Constellation concerning this COA shall be addressed to:

Constellation Energy LLC
c/o: Debra Musser
CCEC Plant Drinking Water System
2625 River Road
Middletown, PA 17057-0480
Telephone: (267)533-7308
Email: debra.musser@constellation.com

With a copy to:

Constellation Energy LLC
c/o: Craig Smith
CCEC Site Regulatory Assurance Manager
2625 River Road
Middletown, PA 17057-0480
Telephone: (717) 574 9296
Email: craig.smith3@constellation.com

Constellation shall notify the Department whenever there is a change in the contact person's name, title, or address. Constellation agrees that service of any notice, document, or any legal process for any purpose under this COA, including its enforcement, may be made electronically by email to the above email address or by mailing a copy by first class mail to the above address.

12. **Force Majeure.**

a. In the event that Constellation is prevented from complying in a timely manner with any time limit imposed in this COA solely because of a strike, fire, flood, act of God, pandemic, or other circumstance beyond Constellation's control and which Constellation, by the exercise of reasonable diligence, is unable to prevent, then Constellation may petition the Department for an extension of time. An increase in the cost of performing the obligations set forth in this COA shall not constitute circumstances beyond Constellation's control. Constellation's economic inability to comply with any of the obligations of this COA shall not be grounds for any extension of time.

b. Constellation shall only be entitled to the benefits of this paragraph if it notifies the Department within five (5) working days by telephone and within ten (10) working days in writing of the date it becomes aware or reasonably should have become aware of the event impeding performance. The written submission shall include all necessary documentation, as well as a notarized affidavit from an authorized individual specifying the reasons for the delay, the expected duration of the delay, and the efforts which have been made and are being made by Constellation to mitigate the effects of the event and to minimize the length of the delay. The initial written submission may be supplemented within ten (10) working days of its submission. Constellation's failure to comply with the requirements of this paragraph specifically and in a timely fashion shall render this paragraph null and of no effect as to the particular incident involved.

c. The Department will decide whether to grant all or part of the extension requested on the basis of all documentation submitted by Constellation and other information available to the Department. In any subsequent litigation, Constellation shall have the burden of proving that the Department's refusal to grant the requested extension was an abuse of discretion based upon the information then available to it.

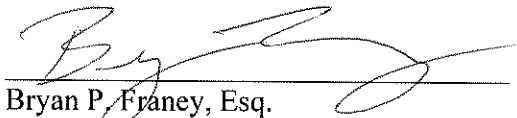
13. **Severability.** The paragraphs of this COA shall be severable, and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.
14. **Entire Agreement.** This COA shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.
15. **Attorney Fees.** The parties shall bear their respective attorney fees, expenses, and other costs in the prosecution or defense of this matter or any related matters arising prior to execution of this COA.
16. **Modifications.** No changes, additions, modifications, or amendments of this COA shall be effective unless they are set out in writing and signed by the parties hereto.
17. **Titles.** A title used at the beginning of any paragraph of this COA may be used to aid in the construction of that paragraph but shall not be treated as controlling.
18. **Decisions Under Consent Order.** Except for any final Department action taken in response to any public water supply construction permit submitted pursuant to Paragraph 3, above, Constellation waives its rights to appeal to the Environmental Hearing Board any decision that the Department makes under the provisions of this COA, including a notice that stipulated civil penalties are due, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, No. 1988-94, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters 5A and 7A; or any other provision of law. Except as provided in Paragraph 9.c and 19 of this COA, the Department agrees that any objection that Constellation may have to any such decision may be raised as a defense in any Court where the Department enforces this COA.
19. **Termination.** Constellation's obligations, but not the Findings, of this COA shall terminate when the Department determines that Constellation has: 1) complied with the obligations specified in Paragraph 3 (Corrective Actions), and 2) remitted any outstanding stipulated penalties due to the Department provided by Paragraph 5 (Stipulated Civil Penalties), above. The decision to terminate the COA shall be made solely by the Department, and Constellation agrees to waive any right that it may have to challenge the Department's decision in this regard.
20. **Execution of Agreement.** This COA may be signed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this COA to be executed by their duly authorized representatives. The undersigned representatives of Constellation certify under penalty of law, as provided by 18 Pa. C.S. § 4904, that they are authorized to execute this COA on behalf of Constellation; that Constellation consents to the entry of this COA as a final ORDER of the Department; and that Constellation hereby knowingly waives its right to appeal this COA and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, Act of July 13, 1988, P.L. 530, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters 5A and 7A; or any other provisions of law. Signature by Constellation's attorney certifies only that the agreement has been signed after consulting with counsel.

FOR CONSTELLATION ENERGY
GENERATION LLC:

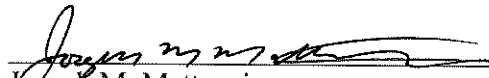


Trevor Orth
CCEC Plant Manager
Constellation Energy Generation, LLC

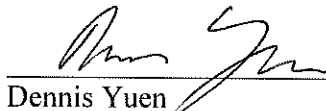


Bryan P. Franey, Esq.
Manko, Gold, Katcher, & Fox LLP
Attorney for Constellation

FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION:



Joseph M. Mattucci
Safe Drinking Water Program Manager



Dennis Yuen
Supervisory Counsel