

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application Of NextEra Energy : Docket No. A-2026-_____
Transmission MidAtlantic, Inc., for All of :
the Necessary Authority, Approvals, and :
Certificates of Public Convenience (1) to :
Begin to Furnish and Supply Electric :
Transmission Service in Greene County and :
Fayette County, Pennsylvania; (2) for :
Certain Affiliated Interest Agreements; and :
(3) for any Other Approvals Necessary to :
Complete the Contemplated Transactions :

and

Application of NextEra Energy : Docket No. A-2026-_____
Transmission MidAtlantic, Inc., Filed : A-2026-3060856-AEL-3/4/26
Pursuant to 52 Pa. Code Chapter 57 :
Subchapter G, for Approval to Site and :
Construct a 500 kV Transmission Line :
Associated with the MidAtlantic Resiliency :
Link Project Located in Portions Of Greene :
County and Fayette County, Pennsylvania :

NextEra Energy Transmission MidAtlantic, Inc.

Statement No. 1

**Direct Testimony of
Kaitlin McCormick**

Senior Director, Development – NextEra Energy Transmission, LLC

Topics Addressed:

**Description of Applicant
Overview of the MidAtlantic Resiliency Link
Project and the Identified Needs
Fitness of NEET MA
Overview of Siting Application
Overview of NEET MA’s Electric Transmission
Operations in Pennsylvania
Public Outreach**

Dated: March 3, 2026

1 **I. INTRODUCTION AND BACKGROUND OF WITNESS**

2 **Q. Please state your name and business address.**

3 A. My name is Kaitlin McCormick. My business address is 700 Universe Boulevard, Juno
4 Beach, Florida 33408.

5
6 **Q. By whom are you employed and what is your position?**

7 A. I am employed by NextEra Energy Transmission, LLC (“NEET”) as a Senior Director,
8 Development. NEET is an indirect, wholly owned subsidiary of NextEra Energy, Inc.
9 (“NextEra Energy”) and is the upstream parent company of the applicant in this
10 proceeding, NextEra Energy Transmission MidAtlantic, Inc. (“NEET MA,” the
11 “Company,” or the “Applicant”).

12
13 **Q. Please provide an overview of your responsibilities as a Senior Director, Development
14 with NEET.**

15 A. In my role as Senior Director, Development of NEET, my responsibilities include leading
16 corporate efforts to develop, construct, operate, and acquire regulated and contracted power
17 transmission and related assets in the United States and Canada.

18
19 **Q. On whose behalf are you submitting this testimony?**

20 A. I am submitting this testimony on behalf of NEET MA, the Applicant in this proceeding.
21 NEET MA is requesting all necessary authority, approvals, and Certificates of Public
22 Convenience (“CPC”) from the Pennsylvania Public Utility Commission (“PAPUC” or
23 “Commission”): (1) to begin to furnish and supply electric transmission service in Greene
24 County and Fayette County, Pennsylvania; (2) for certain affiliated interest agreements;

1 and (3) for any other approvals necessary or required. In addition, NEET MA is requesting
2 PAPUC approval to site and construct a new 500 kilovolt (“kV”) high-voltage (“HV”)
3 transmission line associated with the MidAtlantic Resiliency Link Project (“MARL,” the
4 “MARL Project,” or the “Project”) located in portions of Greene County and Fayette
5 County, Pennsylvania.

6
7 **Q. Please describe your educational and professional background.**

8 A. I have over 20 years of experience working in environmental consulting and energy project
9 development. I hold a Bachelor of Science from Allegheny College and a Master’s degree
10 from Johns Hopkins University, both in the field of Environmental Science. I also have a
11 Master’s of Business Administration from the State University of New York at Buffalo.

12
13 **Q. Have you previously provided written testimony before the PAPUC or any other
14 regulatory Commission?**

15 A. No, I have not previously provided testimony before the PAPUC. I provided written
16 testimony before the New York State Department of Public Service.

17
18 **Q. What is the purpose of your direct testimony?**

19 A. The purpose of my direct testimony is to support NEET MA’s *“Application of NextEra
20 Energy Transmission MidAtlantic, Inc., Filed Pursuant to 52 Pa. Code Chapter 57
21 Subchapter G, for Approval to Site and Construct a 500 kV Transmission Line Associated
22 with the MidAtlantic Resiliency Link Project Located in Portions Of Greene County and
23 Fayette County, Pennsylvania”* (hereinafter, “Siting Application”). The Siting Application

1 specifically requests all necessary PAPUC approvals for NEET MA to site and construct
2 approximately 10.7 miles of the new 500 kV transmission line associated with the MARL
3 Project in Pennsylvania. These new portions of the transmission line will be located within
4 Greene and Fayette Counties, Pennsylvania. The proposed MARL Project extends from
5 the FirstEnergy Corp. (“FirstEnergy”) 502 Junction Substation to the West Virginia border
6 for approximately 2.7 miles in Greene County, and then re-enters Pennsylvania in Fayette
7 County for approximately 8 miles, and then proceeds back to the West Virginia border (the
8 “Pennsylvania Portions”). Overall, the MARL Project is an approximately 107.5-mile 500
9 KV transmission line that will traverse portions of Pennsylvania, West Virginia, Maryland,
10 and Virginia, and the new 500/138 kV Woodside Substation to be located in Frederick
11 County, Virginia. PJM Interconnection, L.L.C. (“PJM”) has directed NEET MA and its
12 affiliate, NextEra Energy Transmission Virginia, Inc. (“NEET VA”),¹ to construct the
13 MARL Project to resolve significant and widespread reliability criteria violations on the
14 Bulk Electric System (“BES”) that serves the PJM Region,² including Pennsylvania, due
15 to load growth and resource retirements in the PJM Region.

16 My testimony and the testimony of NEET MA’s other witnesses supports NEET
17 MA’s *“Application Of NextEra Energy Transmission MidAtlantic, Inc., for All of the*
18 *Necessary Authority, Approvals, and Certificates of Public Convenience (1) to Begin to*
19 *Furnish and Supply Electric Transmission Service in Greene County, Pennsylvania; (2)*
20 *for Certain Affiliated Interest Agreements; and (3) for any Other Approvals Necessary to*
21 *Complete the Contemplated Transactions”* (hereinafter, the “CPC Application”). The CPC

¹ NEET VA is a public service corporation incorporated in the Commonwealth of Virginia.

² The PJM Region includes all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia, and the District of Columbia.

1 Application requests the issuance of a CPC and other related approvals for public utility
2 status and to begin to furnish or supply electric transmission public utility service in
3 Pennsylvania, related to the Pennsylvania Portions of the MARL Project.

4
5 **Q. Please provide an overview of your direct testimony.**

6 A. My direct testimony consists of eight sections, including this introductory Section I and the
7 conclusion in Section VIII. Section II provides a description of NEET MA and related
8 entities necessary to support the Siting Application and the CPC Application. Section III
9 contains an overview of the MARL Project. Section IV describes, at a high level, the need
10 for the MARL Project and NEET MA's obligation to complete the Project. Section V
11 describes NEET MA's fitness to operate as an electric transmission public utility in
12 Pennsylvania, and to site, construct, own, operate, and maintain the Pennsylvania Portions
13 of the MARL Project. Section VI provides an overview of the Siting Application. Finally,
14 Section VII provides an overview of how NEET MA will conduct electric transmission
15 operations associated with the MARL Project in Pennsylvania after it is completed.

16
17 **Q. Please provide an overview of the direct testimony of NEET MA's other witnesses.**

18 A. In addition to my direct testimony, NEET MA is providing the direct testimony of the
19 following nine witnesses.

20 NEET MA Statement No. 2, the Direct Testimony of Matt Pawlowski: Mr.
21 Pawlowski is the Vice President, Development, for NEET. In his direct testimony
22 he describes: the need for the MARL Project; the MARL Project selected by PJM;
23 alternatives that NEET MA considered to constructing the Project; the
24 consequences of not constructing the Project; and the Project's cost-effectiveness
25 and estimated costs of constructing the Proposed Route and Alternative Routes.

26 NEET MA Statement No. 3, the Direct Testimony of Sami Abdulsalam, Ph.D.: Dr.
27 Abdulsalam is the P.Eng., Director of Transmission Planning for PJM. In his direct

1 testimony, he explains PJM’s Regional Transmission Expansion Planning
2 (“RTEP”) Process. Dr. Abdulsalam also explains the need for the MARL Project,
3 along with how PJM selected the MARL Project to meet that need.

4 NEET MA Statement No. 4, the Direct Testimony of Andrew Gledhill: Mr.
5 Gledhill is the Manager of Resource Adequacy, System Planning Division for PJM.
6 He describes PJM’s load forecasting process and the development of the load
7 forecast reports upon which PJM relied to identify the reliability violations for
8 which PJM sought solutions in the 2022 Window 3 competitive solicitation process.

9 NEET MA Statement No. 5, the Direct Testimony of Heather Heater: Mrs. Heater
10 is a Partner for Environmental Resources Management, Inc. Mrs. Heater explains
11 the environmental assessment, routing development and siting analysis, evaluation
12 of alternative routes and the proposed route, and selection of the proposed route for
13 the new 500 kV transmission line associated with the MARL Project. Mrs. Heater
14 focuses specifically upon these issues with respect to the Pennsylvania Portions of
15 the MARL Project.

16 NEET MA Statement No. 6, the Direct Testimony of Phillip Givens: Mr. Givens
17 is the Senior Manager of Transmission Project Engineering, Engineering &
18 Construction – NextEra Energy Resources, LLC. He explains the design and safety
19 features of the Pennsylvania Portions of the MARL Project, and describes the
20 engineering and construction process for the same.

21 NEET MA Statement No. 7, the Direct Testimony of Matthew Boykin, Senior
22 Director, Business Management, NEET: – Mr. Boykin describes NEET MA’s
23 financial qualifications, as further support of the Company’s fitness to operate as
24 an electric transmission public utility. He also describes how NEET MA will
25 finance the construction and operation of the MARL Project, and how the costs of
26 this project will be recovered through NEET MA’s FERC-jurisdictional rates. In
27 addition, Mr. Boykin identifies and describes NEET MA’s affiliate agreements and
28 cost allocation methods, which will be applicable to its Pennsylvania operations.

29 NEET MA Statement No. 8, the Direct Testimony of Sarah Powers, Senior
30 Director, Development, NEET: – Ms. Powers explains the process used by NEET
31 MA to attempt to acquire the rights of way (“ROW”) and easements necessary for
32 the Pennsylvania Portions of MARL Project, and provides an overview of the status
33 of NEET MA’s ROW negotiations and acquisitions related to the Pennsylvania
34 Portions of the MARL Project.

35 NEET MA Statement No. 9, the Direct Testimony of Dr. Fletcher Mangum,
36 Mangum Economics, Inc.: Dr. Mangum is the CEO and Founder of Mangum
37 Economics, Inc. (“Mangum”). He describes the analysis that Mangum performed
38 to evaluate the economic benefits that the MARL Project will bring to the
39 Commonwealth of Pennsylvania, including benefits based on wages from
40 construction jobs and taxes. Dr. Mangum quantifies the direct, indirect, and

1 induced economic impacts in Pennsylvania to arise from the construction and
2 operation of the MARL Project.

3 NEET MA’s witnesses provide the necessary facts, data, and information for the PAPUC
4 to grant the approvals sought by the Siting Application, as well as the CPC Application.

5

6 **Q. Are you sponsoring any exhibits as a part of your direct testimony?**

7 A. Yes, I am sponsoring NEET MA Exhibits KM-1 through KM-6.

8 • Exhibit KM-1 – NEET MA Certificate of Formation and Certificate of Good
9 Standing

10 • Exhibit KM-2 – Designated Entity Agreement (“DEA”) with PJM

11 • Exhibit KM-3 – Simplified Organizational Chart

12 • Exhibit KM-4 – Map of the Proposed MARL Project

13 • Exhibit KM-5 – Matrix of Anticipated Permits for the MARL Project

14 • Exhibit KM-6 – Public Outreach Materials

15

16 **II. DESCRIPTION OF APPLICANT AND RELATED ENTITIES**

17 **Q. Please describe NEET MA.**

18 A. As I mentioned above, NEET MA is an affiliate and subsidiary of NextEra Energy. NEET
19 MA is a corporation incorporated in the State of Indiana and is qualified to do business in
20 the Commonwealth of Pennsylvania. NEET MA will be responsible for the Pennsylvania,
21 West Virginia, and Maryland portions of the MARL Project. NEET MA’s certificate of
22 formation in Indiana and qualification to do business in Pennsylvania are provided in
23 Exhibit KM-1.

24 NEET MA is a registered Transmission Owner in the PJM region that currently
25 owns 20 linear miles (40 circuit miles) of 345 kV transmission line in Indiana and conducts

1 the business of transmitting electric power and energy through portions of Indiana. NEET
2 MA is also a Qualified Transmission Developer in PJM and actively participates in PJM's
3 Federal Energy Regulatory Commission ("FERC")-approved Order No. 1000 competitive
4 transmission solicitation process.³ NEET MA utilizes best practices and experienced
5 personnel to deliver high quality transmission planning, engineering, procurement,
6 construction, and operational expertise to customers in the PJM region. NEET MA actively
7 engages in PJM's planning process as part of its continued efforts to ensure that it meets
8 the reliability obligations concerning its existing facilities.

9 As a result of its 2022 RTEP Window 3 process that is explained more fully by
10 PJM Witness Sami Abdulsalam, Ph.D., PJM directed NEET MA to develop, construct,
11 own, operate, and maintain the MARL Project.⁴ (NEET MA St. No. 3, pp. 2-3.) NEET
12 MA, alongside its affiliate NEET VA, intends to finance, construct, own, operate, and
13 maintain the MARL Project. If the Commission grants NEET MA's requested approvals
14 and NEET MA constructs the Pennsylvania Portions of the MARL Project, NEET MA will
15 transmit electric power and energy through portions of Pennsylvania pursuant to a CPC
16 issued under Section 1101 of the Pennsylvania Public Utility Code, 66 PA.C.S. § 1101,
17 that confers upon NEET MA the status of a public utility under Section 102 of the
18 Pennsylvania Public Utility Code, 66 Pa.C.S. § 102. NEET MA may also finance,
19 construct, own, operate, and maintain other transmission projects in Pennsylvania in the
20 future.

³ *Transmission Planning and Cost Allocation by Transmission Owning and Operating Public Utilities*, Order No. 1000, FERC Stats. & Regs. ¶ 31,323 (2011), *order on reh'g*, Order No. 1000-A, 139 FERC ¶ 61,132, *order on reh'g*, Order No. 1000-B, 141 FERC ¶ 61,044 (2012) ("FERC Order No. 1000").

⁴ NextEra Energy MidAtlantic Holdings, LLC submitted the bids to PJM during its competitive process in the 2022 RTEP Window 3. Following project selection, NextEra Energy MidAtlantic Holdings, LLC delegated responsibility for financing, constructing, owning, operating and maintaining MARL to NEET MA and its affiliate, NextEra Energy Transmission Virginia, Inc. ("NEET VA").

1 NEET MA will be responsible for the Pennsylvania, West Virginia, and Maryland
2 portions of the MARL Project, while NEET MA's affiliate in Virginia, NEET VA, will be
3 responsible for the Virginia portions of the MARL Project. NEET MA, NEET VA, and
4 PJM have executed a Designated Entity Agreement ("DEA") for the MARL Project that
5 among other things sets forth NEET MA's and NEET VA's obligations to construct the
6 MARL Project. A copy of the DEA is provided in NEET MA Exhibit KM-2 to my
7 testimony.

8
9 **Q. Please describe NEET MA's parent companies and key affiliates related to its**
10 **anticipated Pennsylvania operations.**

11 A. NEET MA is a direct, wholly owned subsidiary of NextEra Energy Transmission MARL
12 Holdings, LLC, which in turn is an indirect, wholly owned subsidiary of NEET. NEET is
13 a limited liability company organized and existing under the laws of the State of Delaware
14 and is an indirect, wholly owned subsidiary of NextEra Energy. NextEra Energy and its
15 wholly owned subsidiaries, NEET and NEET MA, have their principal business offices in
16 Juno Beach, Florida. A simplified organizational chart showing the relationships between
17 NEET MA and its parent company and certain key affiliates is provided as NEET MA
18 Exhibit KM-3 to my testimony.

19 NEET was formed by NextEra Energy in 2007 to apply NextEra Energy's
20 experience and resources in financing, developing, owning, and operating transmission
21 facilities to projects across the U.S. and Canada. NEET serves as a holding company for
22 NextEra Energy's regulated transmission utilities outside the State of Florida and is the
23 immediate parent company of the applicant, NEET MA.

1 Collectively, NextEra Energy subsidiaries own approximately 72 GW of electric
2 generation in operation and approximately \$120 billion of planned investments in North
3 American infrastructure through 2028. NextEra Energy also owns Florida Power & Light
4 Company (“FPL”), which serves more than 12 million homes and businesses in Florida
5 through six million customer accounts and operates and maintains approximately 82,000
6 miles of electrical lines, including 9,500 miles of high-voltage transmission lines. NextEra
7 Energy also owns a competitive energy generation business, NextEra Energy Resources,
8 LLC (“NextEra Energy Resources”), which, together with its affiliated entities, owns and
9 operates approximately 37 GW of generation resources across the U.S. and Canada.

10 NEET’s portfolio includes approximately 2,100 circuit miles in 10 states and one
11 province and eight regional transmission organizations (“RTO”), and numerous projects
12 under development and construction in the U.S. and Canada. NEET subsidiaries’ assets
13 include operating transmission facilities in California, Illinois, Indiana, Kansas, Kentucky,
14 Missouri, Nevada, New Hampshire, New York, Oklahoma, Texas, and Ontario, Canada.
15 NEET subsidiaries also have been awarded projects in permitting in California, Arizona,
16 and New Mexico, and numerous other projects are in earlier stages of development
17 throughout the U.S. The Texas, Ontario, and New York projects were awarded pursuant
18 to the first competitive processes in those jurisdictions, and two of the California projects
19 was the first to be awarded by the California Independent System Operator Corporation
20 (“CAISO”) to a non-incumbent transmission provider.

21

1 **III. NEET MA IS WELL-QUALIFIED TO CONSTRUCT, OWN, AND OPERATE THE**
2 **MARL PROJECT**

3 **Q. Does NEET MA have the financial, managerial, and technical fitness to provide**
4 **electric transmission public utility service in Pennsylvania, and to site, construct, own,**
5 **operate, and maintain the Pennsylvania Portions of the MARL Project?**

6 A. Yes. As discussed below and as also described in the accompanying Direct Testimonies
7 of NEET MA Witnesses Phillip Givens and Matthew Boykin, NEET MA has the financial,
8 managerial, and technical capabilities to provide electric transmission service in the
9 Commonwealth of Pennsylvania. (See, NEET MA Statement Nos. 6-7.) NextEra Energy,
10 through its various affiliates, has extensive experience developing, permitting, engineering,
11 designing, constructing, owning, operating, and maintaining transmission projects around
12 the U.S. and Canada. As part of the NextEra Energy family of companies, NEET MA will
13 draw upon a deep reservoir of talented and committed NextEra Energy personnel from
14 across the enterprise and will benefit from the experience of its parent companies and
15 affiliates. NEET MA has assembled an experienced team comprised of internal and
16 external resources and will apply these resources to its execution of the Project. NEET MA
17 will utilize the same proven project management approach that other NextEra Energy
18 affiliates have successfully employed for the safe, on-time, and fiscally prudent execution
19 of transmission and other energy infrastructure projects across North America.

20
21 **Q. Please provide additional details regarding NEET MA's financial qualifications.**

22 A. NextEra Energy, a Fortune 200 company, possesses exceptional financial stability and
23 resources and strong access to available capital, and NEET MA will utilize these resources
24 to ensure it has the financial capabilities to provide transmission service in Pennsylvania.

1 Mr. Boykin (NEET MA Statement No. 7) describes these financial capabilities in greater
2 detail in his testimony. At a high level, NEET MA plans to finance the construction of the
3 MARL Project through financing provided by its indirect parent company, NextEra Energy
4 Capital Holdings, Inc. (“NEECH”), which is a wholly owned subsidiary of NextEra
5 Energy. Accordingly, NEET MA has the financial qualifications to construct, own,
6 operate, and maintain the MARL Project.

7
8 **Q. Please provide more details about NEET MA’s managerial, technical, and**
9 **operational qualifications to provide service.**

10 A. NEET MA, through its NextEra Energy affiliates, also possesses significant managerial
11 and technical expertise. NextEra Energy is an industry leader in producing electric energy
12 and in delivering reliable and economical electric utility service to millions of customers.
13 NEET MA’s indirect parent company, NEET, is an experienced energy holding company
14 and has extensive managerial and technical experience owning and operating regulated
15 transmission utilities across the U.S. and Canada. NEET’s expertise owning and managing
16 its regulated utility subsidiaries provides it with substantial expertise that NEET MA will
17 utilize to operate as an electric transmission public utility in Pennsylvania.

18 NextEra Energy’s managerial and technical expertise is illustrated in industry
19 awards that its companies routinely receive. For example, its operational excellence is
20 validated through prestigious industry recognition spanning reliability, innovation, and
21 emergency response. FPL consistently ranks among top utilities, earning PA Consulting
22 Group’s ReliabilityOne National Reliability Award eight times in eleven years, most
23 recently in 2025. PA Consulting also honored FPL with its first-ever national Reliability

1 Value Award, recognizing the company’s ability to keep customer bills well below the
2 national average while making strategic investments toward grid reliability and resilience.
3 NextEra Energy has received the PA Consulting Outstanding Technology & Innovation
4 Award five times in eight years and National Reliability Excellence Award six times in
5 seven years.

6 The Edison Electric Institute regularly honors the company’s hurricane response
7 with Emergency Assistance and Recovery Awards, including recognition for restoration
8 teams’ extraordinary dedication during the challenging 2024 hurricane season. This
9 tradition of excellence began with FPL’s historic 1989 Deming Prize achievement—the
10 first non-Japanese company recognized by the Japanese Union of Scientists and
11 Engineers—establishing a foundational culture of statistical quality control driving today’s
12 industry-leading performance.

13
14 **Q. Please further describe NEET MA’s technical and operational fitness.**

15 A. As a subsidiary of NextEra Energy, NEET MA is fully supported by the Operations teams
16 that operate FPL, NEER, and NEET subsidiary facilities. The NextEra Energy companies
17 operate under a support services model, which enables the overall organization to apply a
18 best practices philosophy, a highly skilled workforce, and economies of scale across its
19 companies, including NEET MA. Through this model, NextEra Energy employs
20 experienced operation and support service personnel assigned to the Project. The NextEra
21 Energy companies offer vast experience in building, operating, and maintaining
22 transmission infrastructure throughout the U.S. and Canada and a proven ability to do so
23 with industry-leading safety, reliability, and cost effectiveness. NEET MA will provide

1 and obtain necessary and reasonable services pursuant to the NextEra Energy companies'
2 support services model, pursuant to appropriate affiliated interest agreements that will be
3 filed with the PAPUC.

4
5 **Q. Has NextEra Energy been recognized with any other industry awards?**

6 **A:** Yes. NextEra Energy was named number one in its sector for the 17th time in the last 19
7 years on Fortune magazine's "Most Admired Companies" list through 2025. Other awards
8 NextEra Energy has earned include: Forbes' 2025 America's Best Large Employers for
9 the eighth time in ten years; Forbes' 2025 America's Best Companies in its newest ranking
10 of company quality; the U.S. Department of Labor's 2024 HIRE Vets Medallion Award
11 for excellence in recruiting, employing, and retaining military veterans, for the seventh
12 straight year; the VETS Indexes 2024 Four Star Employer Award, for our ongoing
13 commitment to recruiting, hiring, retaining, developing, and supporting veterans and the
14 military community; Newsweek's 2024 America's Greatest Workplaces; the first utility
15 company to be named on the inaugural 2021 Time's 100 Most Influential Companies; and
16 the 2020 S&P Global Platts Leadership Recognition for Environmental, Social and
17 Governance.

18
19 **Q. How does NEET MA view safety and reliability of service?**

20 **A.** Safety is a core value and a cornerstone of NextEra Energy's commitment to the health and
21 well-being of our customers, our employees, and the community. At NextEra Energy, we
22 have embraced a ZeroToday! safety culture, an initiative to drive employees' safe
23 behaviors and practices in daily work supported by Human Performance Excellence tools

1 to help an individual maintain positive control of a work situation and avoid risks that can
2 turn into unsafe conditions. NEET subsidiaries also participate in OSHA's Voluntary
3 Protection Program, working with OSHA to implement a comprehensive safety and health
4 management system. Mr. Givens further describes NextEra Energy's focus on safety in
5 more detail in NEET MA Statement No. 6. (NEET MA St. No. 6, pp. 9-10, 19-20.)

6 NextEra Energy and its subsidiaries also place a strong emphasis on reliability of
7 service. For example, collectively, NEET subsidiaries had an availability percentage in
8 2024 of 99.996% across all transmission-operating utility assets in the U.S. and Canada.

9
10 **Q. Please describe NextEra Energy's safety record.**

11 A. NextEra Energy maintains one of the strongest safety records in the industry, an indicator
12 both of operational excellence and the high value we place on the well-being of our
13 employees and contractors, as Mr. Givens addresses in his direct testimony. (NEET MA
14 St. No. 6, pp. 9-10) NextEra Energy consistently ranks within the industry top-decile on
15 safety metrics. NEET MA's affiliate, NextEra Energy Transmission New York, Inc.
16 ("NEETNY"), which will provide 24/7 operations oversight for the MARL Project, has
17 never had an Occupational Safety and Health Administration ("OSHA") recordable
18 incident.

19
20 **Q. Will NEETNY's top-decile safety performance benefit the MARL Project?**

21 A. Yes. This track record demonstrates that NEET MA will have a strong focus on safety
22 with respect to its Pennsylvania operations.

23

1 **Q. How does NEET MA benefit from the experiences of its parent companies and**
2 **affiliates?**

3 A. As detailed above, NEET MA will draw upon the resources within the NextEra Energy
4 organization to ensure its successful execution of the MARL Project. As Mr. Givens
5 testifies, from 2003 to 2024, NextEra Energy subsidiaries completed 457 major capital
6 projects, reflecting an aggregate investment of \$95 billion in generation and transmission
7 assets, with 78 percent completed on time or early and at a collective \$1 billion below their
8 initial budgets. (NEET MA St. No. 6, p. 6.) NEET subsidiaries have successfully
9 constructed and operate over 1,323 miles of new, greenfield transmission lines since 2010,
10 across different jurisdictions and landscapes.

11 To successfully execute these projects, NextEra Energy companies typically
12 operate under a support services model, which enables the organization to apply best
13 practices, a highly skilled workforce, and economies of scale across the enterprise. NEET
14 MA will follow a similar approach for the MARL Project and will have access to the
15 following affiliate resources for the MARL Project:

- 16 • **Engineering and Construction Organization** – consisting of over 330 engineers
17 and construction project managers with substantial experience in large-scale energy
18 infrastructure projects;
- 19 • **Integrated Supply Chain** – consisting of over 490 sourcing and procurement
20 specialists that leverage NextEra Energy’s significant purchasing power and
21 relationships with strategic industry vendors; this team procured over \$18 billion in
22 materials and services in 2024 alone;
- 23 • **Environmental Services** – consisting of over 170 environmental subject matter
24 experts, specialized in minimizing project impact to the environment, as well as
25 reducing permitting and schedule risk to projects;
- 26 • **Power Delivery** – consisting of over 3,470 highly experienced operations and
27 maintenance team members with an industry-leading track record in safety and
28 reliability; and

- 1 • **Regulatory and Legal** – consisting of over 150 attorneys and regulatory
2 specialists, with particular expertise in federal, state, and local regulatory
3 proceedings for the energy sector.

4 NEET MA’s ability to rely on the substantial and highly qualified expertise within
5 the NextEra Energy corporate family to develop, construct, own, operate, and maintain the
6 MARL Project will help it effectively manage costs, deliver the Project on schedule, and
7 manage efficient and reliable future operations. The significant economies of scale
8 attendant to using available affiliate resources will benefit Pennsylvania customers.

9
10 **Q. Have any other state regulatory commissions determined that NextEra Energy**
11 **subsidiaries are fit to provide transmission service?**

12 A. Yes, the financial, managerial, and technical qualifications of the NextEra Energy
13 organization have been recognized by several regulatory agencies in recent years. For
14 example, in 2021, when granting a certificate of public convenience and necessity to NEET
15 subsidiary NEETNY for a 20-mile, 345 kV transmission line in Erie County, New York
16 (the Empire State Line or “ESL Project”), the New York Public Service Commission
17 (“New York PSC”) determined:

18 [T]he record demonstrates that NEETNY is feasible from an economic
19 perspective and capable of financing the construction and maintenance of
20 the ESL Project, as well as undertaking improvements. NEETNY will rely
21 upon upstream corporate affiliates for financial backing, [NextEra Energy
22 and NEECH]. The record reflects that NextEra Energy has significant assets
23 and equity available to fund the ESL Project and that it maintains strong
24 investment-grade credit ratings.

25 NEETNY has also demonstrated that, with its affiliates, it has the technical
26 expertise to render safe, adequate, and reliable service, NEETNY will rely
27 upon NextEra Energy’s resources and personnel that have significant

1 experience in developing, permitting, constructing, owning and operating
2 transmission systems.⁵

3 Similar findings have been made by state utility commissions in Missouri, Kansas,
4 Illinois, California, Texas, and Ontario, Canada.

5
6 **IV. OVERVIEW OF THE MARL PROJECT AND THE PJM-IDENTIFIED NEEDS IT**
7 **WILL SERVE**

8 **Q. Please describe the MARL Project**

9 A. At a high level, the MARL Project is an approximately 107.5-mile, 500 kV transmission
10 line that will traverse portions of Pennsylvania, West Virginia, Maryland, and Virginia and
11 will include the new 500/138 kV Woodside Substation to be located in Frederick County,
12 Virginia. The western end of the MARL Project will connect to the existing 502 Junction
13 Substation in Greene County, Pennsylvania owned by Trans-Allegheny Interstate Line
14 Company, a subsidiary of FirstEnergy Corp. (and referred to in my testimony along with
15 other FirstEnergy companies as “FirstEnergy”), and will continue east and southeast to the
16 Pennsylvania-West Virginia border for approximately 2.7 miles. In West Virginia, the
17 MARL Project will continue approximately 3.1 miles through northern West Virginia. The
18 MARL Project crosses back into Pennsylvania for approximately 8 miles, generally along
19 the Pennsylvania-West Virginia border, before crossing back into West Virginia.

20 In West Virginia, the MARL Project continues in an east and southeast direction
21 for approximately 18.7 miles to the West Virginia-Maryland border. From the West
22 Virginia-Maryland border, the MARL Project will continue southeast approximately 35.2
23 miles through western Maryland to the existing Black Oak 500/138kV Substation in

⁵ *Petition of NextEra Energy Transmission New York, Inc. for an Order Granting Certificate of Public Convenience and Necessity Pursuant to Section 68 of the Public Service Law, Case 18-E-0765 at 19-20 (Feb. 11, 2021).*

1 Allegany County, Maryland owned by Potomac Edison (a subsidiary of FirstEnergy), and
2 then continue approximately 0.2 miles to the Maryland-West Virginia border. From the
3 Maryland-West Virginia border, the MARL Project will continue east and southeast
4 approximately 37.1 miles through northeastern West Virginia to the West Virginia-
5 Virginia border, and then continue east approximately 2.4 miles in Virginia where it will
6 interconnect with a new 500 kV transmission line to be constructed by FirstEnergy.⁶

7 The Routing Study, attached to the Application as NEET MA Attachment 3,
8 provides more detail on the Pennsylvania Portions of the MARL Project. A map providing
9 the general location of the MARL Project's Proposed Route is included as NEET MA
10 Exhibit KM-4 to my testimony and more detailed maps specific to the Pennsylvania
11 Portions of the MARL Project are included in Appendix A of Attachment 3.

12 As part of the MARL Project, NEET VA is also constructing the new Woodside
13 Substation in Fredrick County, Virginia that will interconnect with new and existing
14 FirstEnergy and Virginia Electric and Power Company (referred to in my testimony as
15 "Dominion Energy") transmission lines.

16
17 **Q: Please describe the Pennsylvania Portions of the MARL Project.**

18 A. Within Pennsylvania, the MARL Project will consist of approximately 10.7 miles of 500
19 kV transmission line and related facilities in Greene and Fayette Counties, beginning at the
20 FirstEnergy 502 Junction Substation and will continue east and southeast to the
21 Pennsylvania-West Virginia border for approximately 2.7 miles. After approximately 3.1
22 miles in West Virginia, the Proposed Route crosses back into Pennsylvania for

⁶ The MARL Project does not include the FirstEnergy and Dominion Energy portions of the PJM-approved West Cluster solutions.

1 approximately 8 miles in southeast Dunkard Township in Greene County, traversing
2 generally along the Pennsylvania-West Virginia border, before crossing back into West
3 Virginia.

4
5 **Q. What was the genesis of the MARL Project?**

6 A. As discussed in the testimony of Mr. Pawlowski, NEET MA developed the MARL Project
7 in response to PJM’s identified “Window 3” solicitation for the 2022 annual RTEP
8 process.⁷ (NEET MA St. No. 2, pp. 4-16.)

9
10 **Q. Please describe PJM’s identified needs for the MARL Project.**

11 A. As explained in the Application and the direct testimonies of NEET MA Witness Matt
12 Pawlowski and PJM Witness Sami Abdulsalam, the MARL Project is needed to prevent
13 extensive, severe, and widespread thermal overloads and potential voltage collapses,
14 including system collapse and blackouts, which could compromise overall system
15 reliability in the PJM Region, impacting Pennsylvania residents and businesses. (NEET
16 MA St. No. 2, p. 19. NEET MA St. No. 3, p. 74.) The direct testimonies of PJM Witnesses
17 Sami Abdulsalam and Andrew Gledhill describe the significant reliability needs that drove
18 the 2022 RTEP Window 3 process. (NEET MA St. No. 3, pp. 40-48. NEET MA St. No. 4,
19 pp. 10-11.)

⁷ PJM's RTEP process is currently set forth in Schedule 6 of PJM's Amended and Restated Operating Agreement (“Schedule 6”), which is available at: <https://agreements.pjm.com/oa/4771>. Schedule 6 governs the process by which PJM’s members rely on PJM to prepare an annual regional plan for the enhancement and expansion of the transmission facilities to ensure long-term, reliable electric service consistent with established reliability criteria. In addition, Schedule 6 addresses the procedures used to develop the RTEP, the review and approval process for the RTEP, the obligation of transmission owners to build transmission upgrades included in the RTEP, and the process by which interregional transmission upgrades will be developed. The PJM RTEP process and reliability criteria used for this process are described in the PJM Manual 14B, which is available at: <https://www.pjm.com/pjmfiles/directory/manuals/m14b/index.html#about.html>.

1 Additionally, Dr. Abdulsalam discusses PJM’s need for the MARL Project, PJM’s
2 competitive solicitation process to address 2022 RTEP Window 3 needs, and why PJM
3 selected the MARL Project to address these needs. (NEET MA St. No. 3, pp. 34-76.) Mr.
4 Pawlowski describes how NEET MA developed potential solutions to PJM’s needs and
5 participated in the PJM competitive process. (NEET MA St. No. 2, pp. 4-21.)
6

7 **Q. Did the PJM Board of Managers (“PJM Board”) approve the MARL Project?**

8 A. Yes, the PJM Board approved the recommended solutions, including the MARL Project,
9 on December 11, 2023.
10

11 **Q. Were any modifications made to the MARL Project after PJM Board approval?**

12 A. Yes. Following PJM Board approval of NEET MA’s proposal in December 2023 (“original
13 MARL proposal”), NEET MA identified the opportunity to more efficiently utilize existing
14 transmission ROW on the eastern end of the MARL Project. NEET MA initiated
15 collaborative discussions with PJM and the incumbent transmission owners, FirstEnergy,
16 Dominion Energy, and Exelon Corporation (collectively, the “Incumbents”), along
17 portions of the original MARL proposal’s potential route to investigate routing and siting
18 alternatives that would minimize impacts of certain new “greenfield” segments of the line.
19 Following these discussions, the Incumbents, NEET MA, and PJM agreed on a scope
20 change for a portion of the original MARL proposal located in Virginia to better take
21 advantage of existing transmission line ROWs. In particular, we agreed with FirstEnergy
22 and Dominion Energy in Maryland and Virginia respectively to reassign the greenfield 500
23 kV transmission line east of the Woodside Substation towards the Aspen Substation to an

1 alternate route within the existing transmission line ROWs along the Millville (Gore)-
2 Doubs-Goose Creek corridor, containing the 500 kV line east towards Doubs, the rebuilt
3 Doubs-Goose Creek line, and the new Doubs-Aspen 500 kV lines.⁸ This modification is
4 shown in Figures 1 and 2 below. Dr. Abdulsalam discusses this modification in NEET MA
5 Statement No. 3, as well. (NEET MA St. No. 3, pp. 7-9.) The modified MARL Project was
6 presented to and approved by the PJM Board on August 7, 2024.

7
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Figure 1: Original 2023 RTEP Window 3 Award⁹

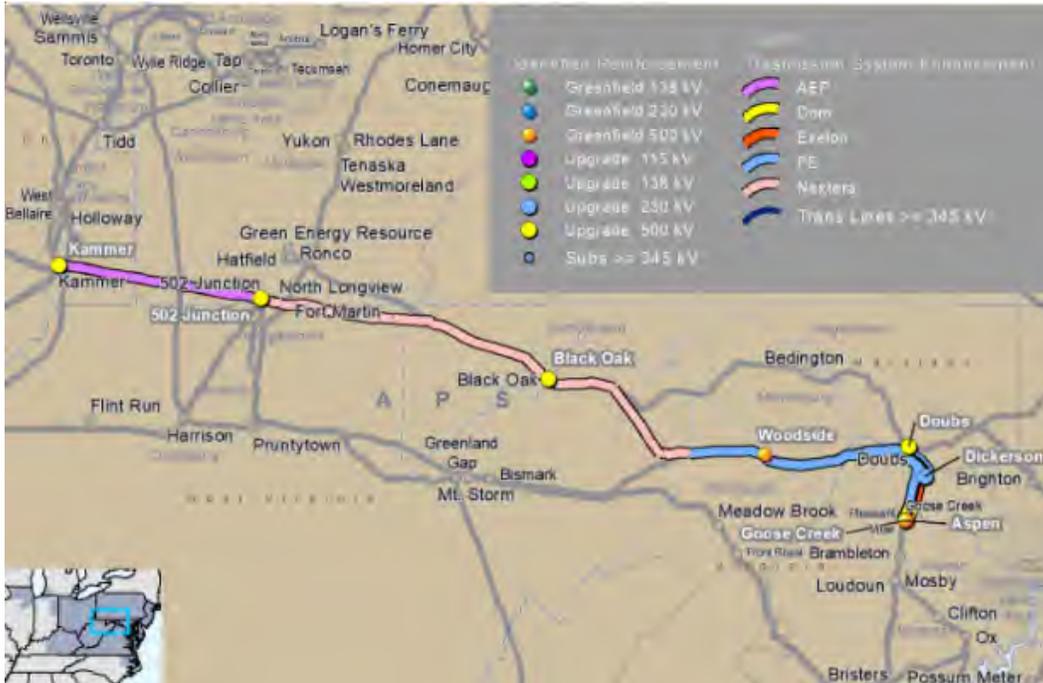


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⁸ A detailed description of the scope change for the MARL Project is provided in the TEAC August 2024 Recommendation to the PJM Board, which is available at: <https://www.pjm.com/-/media/DotCom/committees-groups/committees/teac/2024/20240806/20240806-pjm-board-whitepaper-august-2024.ashx>.

⁹ See, Exhibit SA-9, PJM Reliability Analysis Update, Slide 41 (July 9, 2024)

1 **Figure 2: Scope Changes to 2023 RTEP Window 3 Award Approved in August 2024¹⁰**



4 **Q. Has NEET MA executed a Designated Entity Agreement with PJM for the MARL**
5 **Project?**

6 **A.** Yes. Pursuant to Schedule 6 of PJM’s Amended and Restated Operating Agreement, after
7 the PJM Board approves a baseline reliability project, the successful project proponent and
8 PJM execute a DEA, which specifically designates the entity or entities having construction
9 responsibility for the approved project. On February 21, 2025, PJM and NEET MA
10 executed a DEA for the MARL Project. FERC accepted the DEA on May 8, 2025, in
11 Docket No. ER25-1736-000.

13 **Q. Was the DEA further amended?**

¹⁰ See, Exhibit SA-9, PJM Reliability Analysis Update, Slide 43 (July 9, 2024)

1 A. Yes. There were three changes to the DEA, and an amended DEA was executed in
2 November 2025: (1) NEET VA was added as a signatory to the DEA, in order to construct,
3 own, and operate the Virginia Portions of the MARL Project; (2) scope was added to enable
4 the connection of the MARL Project to the Black Oak Substation in Maryland (PJM
5 Upgrade ID b4000.14), as described in more detail by Mr. Pawlowski; and (3) the required
6 project in-service date of the Woodside Substation was revised to December 31, 2028. The
7 amended DEA was filed with FERC in Docket No. ER26-860-000 on December 22, 2025
8 and was accepted by FERC on February 18, 2026.¹¹

9
10 **Q. Is NEET MA obligated to complete the MARL Project?**

11 A. Yes. Pursuant to Schedule 6 of PJM's Amended and Restated Operating Agreement and
12 the DEA, NEET MA and NEET VA are responsible for the construction, ownership,
13 maintenance, and operation of the MARL Project, including the Pennsylvania Portions,
14 and is obligated to complete the Project.

15
16 **Q. Once PJM directed NEET MA to build the MARL Project, what steps did NEET MA
17 take to further develop the MARL Project?**

18 A. NEET MA assembled a cross-functional team of experienced internal subject matter
19 experts that have extensive experience in greenfield project development, including from
20 its Development, Transmission Planning, Engineering & Construction, Environmental
21 Services, Land, Regulatory, Legal, and Tribal teams, and retained an expert outside siting

¹¹ A copy of the DEA is provided in NEET MA Exhibit KM-2, which is attached to my testimony.

1 consultant, Environmental Resources Management, Inc. (“ERM”, and collectively with
2 these NEET MA subject matter experts, the “Routing Team”).

3 The Routing Team developed a geographic area which includes PJM’s fixed
4 endpoints for the Project to study alternative routes (“Study Area”). The Study Area
5 focused heavily on paralleling existing ROW between the 502 Junction Substation and the
6 Aspen Substation in Virginia. As detailed in the direct testimony of Mrs. Heater, the
7 Routing Team focused on paralleling existing ROW because, as Mrs. Heater testifies, in
8 our experience, doing so minimizes new impacts to undisturbed or less disturbed lands and
9 may allow opportunities to utilize existing access roads. (NEET MA St. No. 5, pp. 9-11.)
10 The Routing Team then determined routing criteria that would be used to evaluate potential
11 routes within the Study Area and used those criteria to develop preliminary routes. The
12 Routing Team then used those preliminary routes to obtain initial feedback from local
13 government officials, environmental agencies, and members of the public, which we used
14 to inform the Proposed Route and Route Alternatives, as described in more detail below
15 and in the Routing Study and in the direct testimony of Mrs. Heater in NEET MA Statement
16 No. 5. (NEET MA St. No. 5, pp. 22, 26-27.)

17
18 **Q. What is NEET MA’s current projected in-service date for the MARL Project?**

19 **A.** The DEA requires the Woodside Substation to be in service by December 31, 2028 and the
20 entire MARL Project, including the Pennsylvania Portions, to be in service by December
21 31, 2031.

22

1 **Q. While the DEA requires NEET MA to be in service by December 31, 2031, has PJM**
2 **requested NEET MA to work towards placing the MARL Project in service as soon**
3 **as practicable?**

4 A. Yes. PJM has informed NEET MA that the need for reinforcements to the existing BES is
5 so substantial that PJM is asking NEET MA to take all reasonable actions it can to obtain
6 the necessary approvals and complete construction of the MARL Project as soon as is
7 practicable. NEET MA is working to provide a pathway to accelerate the in-service date
8 to December 2029 or earlier, pending regulatory approvals.

9
10 **Q. When is NEET MA seeking Commission approval of the Siting Application?**

11 A. In order for construction activities to commence sufficiently in advance of the deadline by
12 which NEET MA is obligated to complete the MARL Project, NEET MA is seeking
13 PAPUC approval by no later than spring 2027, in order to allow sufficient time to acquire
14 necessary land right and other permits, construct the MARL Project, and place it into
15 service as soon as is practicable. Mr. Givens describes the MARL Project's construction
16 schedule in NEET MA Statement No. 6. (NEET MA St. No. 6, pp. 26-29.)

17
18 **Q. Will NEET MA be required to obtain approvals in other states to construct the**
19 **MARL Project?**

20 A. Yes. NEET MA and NEET VA are filing applications similar to the one in this proceeding
21 with the West Virginia Public Service Commission, the Maryland Public Service
22 Commission, and the Virginia State Corporation Commission for authorization to locate
23 portions of the MARL Project in those states.

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Q. What is the time frame in which NEET MA is seeking regulatory approvals?

A. NEET MA and NEET VA are seeking approval for the MARL Project by the third quarter of 2027 or sooner.

Q. What other permits will NEET MA be required to obtain?

A. A list of governmental entities with authority to approve or disapprove the construction or operation of the transmission line for the MARL Project is provided in Exhibit KM-5 to my testimony.

Q. Has NEET MA coordinated with the existing utilities and transmission owners in the area?

A. Yes. NEET MA and NEET VA have coordinated with existing utilities, FirstEnergy and Dominion Energy as part of the design, routing, and development process for the Proposed Route.

Q. Please describe NEET MA's relationship with those existing utilities and the coordination that has occurred to date.

A. NEET MA has coordinated with both FirstEnergy and Dominion Energy on a recurring basis to discuss the timing and content to be included with regard to potential interconnections and handoff points. NEET MA has met with FirstEnergy on a monthly or more frequent basis since the first quarter of 2024 to review the MARL Project interconnection at FirstEnergy's 502 Junction Substation, the FirstEnergy interconnection

1 at the MARL Project's Woodside Substation, and the handoff between the MARL Project
2 and FirstEnergy's new 500 kV line in Frederick County, Virginia. Similarly, NEET MA
3 has met with Dominion Energy on a regular basis to discuss the interconnection of
4 Dominion Energy's existing 500 kV line with the MARL Project's Woodside Substation.
5

6 **V. OVERVIEW OF THE SITING APPLICATION**

7 **Q. Please provide an overview of the Siting Application.**

8 A. The Siting Application seeks the necessary Commission approvals under 52 Pa. Code, Ch.
9 57, Subch. G to site and construct the MARL Project. As I have testified above, at a high
10 level, the Pennsylvania Portions of NEET MA's proposed project will consist of
11 approximately 10.7 miles of the new 500 kV transmission line associated with the MARL
12 Project in portions of Greene and Fayette counties. The Siting Application contains the
13 information required by Pennsylvania regulations and demonstrates that there is a need for
14 the Project, that the Project will not create an unreasonable risk of danger to the health and
15 safety of the public, that it is in compliance with applicable statutes and regulations
16 providing for the protection of the natural resources of Pennsylvania, and that it will have
17 minimum adverse environmental impact, considering the electric power needs of the
18 public, the state of available technology and the available alternatives.
19

20 **Q. Can you please summarize NEET MA's Proposed Route of the MARL Project?**

21 A. As I described above, the Proposed Route (Alternative Route A) is 107.5 miles long,
22 crosses four states (10.7 miles through Pennsylvania, 58.9 miles through West Virginia,
23 35.4 miles through Maryland, and 2.4 miles through Virginia), and requires approximately
24 2,669 acres of ROW (approximately 266.9 acres of which is in Pennsylvania). As

1 described in more detail in the Routing Study, the Proposed Route was developed to
2 parallel existing transmission infrastructure and reduce greenfield impacts. The Proposed
3 Route parallels existing transmission lines for 56.4 miles, representing 52.5 percent of the
4 total alignment (or approximately 2.3 miles or 21.1% of the Proposed Route in
5 Pennsylvania).

6
7 **Q. Can you please summarize the alternative routes considered by NEET MA for the**
8 **MARL Project?**

9 A. In addition to the Proposed Route (Alternative Route A), the Routing Team also reviewed
10 five other routing alternatives (Alternative Routes B through F), described in more detail
11 in the Routing Study and Mrs. Heater's testimony at NEET MA Statement No. 5. (NEET
12 MA St. No. 5, pp. 27-31.)

13
14 **Q. Why did NEET MA select Alternative Route A as the Proposed Route?**

15 A. As described in the Routing Study and discussed further by Mrs. Heater, the Proposed
16 Route (Alternative Route A) performed better across all routing criteria, except for one,
17 where it had moderate performance. (NEET MA St. No. 5, pp. 35-37.) Specifically,
18 Alternative Route A had superior performance for:

- 19 • route length and footprint,
- 20 • paralleling existing infrastructure,
- 21 • community and recreational resources,
- 22 • cultural resources,
- 23 • agricultural and landcover,

- 1 • water resources,
- 2 • sensitive species and habitats, and
- 3 • engineering criteria.

4 It had moderate performance for protected lands. It did not have inferior
5 performance for any criteria when compared to other evaluated routes (“Alternative
6 Routes”). Notably, Alternative Route A is the only Alternative Route with superior
7 performance for three primary categories of criteria the Routing Team strived to achieve
8 at the start of the MARL Project—route length and construction footprint, paralleling
9 existing infrastructure, and community and recreational resources—which were important
10 decision criteria for the selection of the Proposed Route. Based on this analysis, the Routing
11 Team selected Alternative Route A as the Proposed Route for the MARL Project.
12 Alternative Route A offers the most balanced solution that maximizes opportunities to
13 parallel existing transmission lines, minimizes potential impacts on both the natural and
14 built environments, and minimizes engineering- and construction-related challenges.

15
16 **Q. Is NEET MA requesting flexibility to make adjustments within the corridor for either**
17 **the proposed route or the alternative routes?**

18 A. Yes. As Mr. Givens describes in his testimony, NEET MA is respectfully requesting the
19 Commission to grant it flexibility to adjust the location of its ROW within a corridor that
20 will range from 200 to 500 feet wide (referred to as the “Siting Corridor” and discussed in
21 Section 1.4.1 of the Routing Study); however, in those areas that may require aerial
22 easement blowout, the maximum width for the Siting Corridor will be approximately 715
23 feet. (NEET MA St. No. 6, p. 13.) Flexibility in the location of the ROW and structure

1 locations is necessary for multiple reasons, as described by Mr. Givens. (NEET MA St.
2 No. 6, p. 13.)

3
4 **VI. THE MARL PROJECT WILL PROVIDE BENEFITS TO THE**
5 **COMMONWEALTH OF PENNSYLVANIA**

6 **Q. Please describe the benefits that the MARL Project will provide to Pennsylvania and**
7 **to Pennsylvania customers.**

8 A. The MARL Project will provide numerous benefits to the Commonwealth of Pennsylvania.
9 Mr. Pawlowski and Dr. Abdulsalam describe the significant grid reliability benefits that
10 the MARL Project will provide to the PJM Region, including to Pennsylvania residents
11 and businesses. (NEET MA St. No. 2, p. 21. NEET MA St. No. 3, pp. 71-73.)

12 From an economic perspective, the MARL Project will provide an estimated 400-
13 600 construction jobs, including an estimated 40-60 construction jobs within the
14 Commonwealth of Pennsylvania during construction of the project.

15 NEET MA retained Mangum Economics, Inc. (“Mangum”) to evaluate the overall
16 impacts of these economic benefits on the Pennsylvania economy and on the economies of
17 Greene and Fayette counties. A copy of this analysis is provided as Exhibit AFM-1 to
18 NEET MA Statement No. 9, the Direct Testimony of Dr. Fletcher Mangum. At a high
19 level, Mangum estimates that the MARL Project will have an approximately \$33 million
20 one-time economic output during the construction phase of the MARL Project, and that the
21 annual ongoing operation of the MARL Project would result in approximately \$115,100 in
22 economic output for the Commonwealth of Pennsylvania. (NEET MA St. No. 9, p. 5.)

23
24 **VII. SIGNIFICANT PUBLIC OUTREACH HAS INFORMED THE PROPOSED**
25 **ROUTE AND ALTERNATIVES**

1 **Q. Did NEET MA conduct public outreach in developing its Proposed Route and any**
2 **alternatives for the MARL Project?**

3 A. Yes. NEET MA understands the importance of obtaining public feedback from a broad
4 range of interested stakeholders, including landowners, local communities, federal, state,
5 and local agencies, environmental groups, non-governmental organizations, and other
6 interested stakeholders. In order to ensure that it received broad public feedback, NEET
7 MA conducted a robust public outreach program that included several different means of
8 outreach and collecting information from the project area.

9
10 **Q. Please outline the types of outreach conducted by the Company.**

11 A. The Company's outreach included physical postcards, virtual outreach, and public open
12 houses.

13 • In February 2025, NEET MA sent a total of 22,769 postcards to landowners within
14 a two-mile buffer of the existing transmission line corridors in the Study Area,
15 notifying them of the project and soliciting initial feedback. This included 1,006
16 postcards sent to landowners in Greene County, and 4,327 postcards sent to
17 landowners in Fayette County. A copy of the postcard sent is provided in Exhibit
18 KM-6 to my testimony.

19 • Virtually, NEET MA also established a project website and Facebook page to
20 inform the public about the MARL Project and obtain information from landowners
21 within the Study Area regarding the proposed Project. The project website included
22 a routing tool that allowed interested parties to review and provide specific
23 comments and feedback on NEET MA's Study Area, prior to the draft preliminary
24 route options being made public. NEET MA also established a dedicated email
25 inbox and telephone hotline to receive information about the project and answer
26 questions.

27 • In May 2025, NEET MA updated the project online mapping survey and conducted
28 eight public open houses in total. These open houses included one held on May 13,
29 2025, in Fayette County, near the Pennsylvania Portions of the MARL Project. In
30 preparation for these meetings, NEET MA sent a total of 10,398 postcards to
31 landowners within a one-mile radius of the draft route options presented at the open
32 houses, the area most likely to be potentially affected by the MARL Project,
33 notifying them of the upcoming open houses, including 291 postcards sent to

1 landowners in Greene County and 2,478 postcards sent to landowners in Fayette
2 County. A copy of these postcards is included in Exhibit KM-6.

3

4 **Q. Did NEET MA receive comments and feedback from its public and stakeholder**
5 **outreach?**

6 A. Yes. NEET MA received over 1,500 comments from residents and other interested parties
7 through online surveys, direct comment cards at open houses, and phone call or email
8 inquiries. The first online survey which opened in February 2025 received 540 responses
9 and the second online survey in May 2025 received 670 responses and 49 comment cards
10 were received at the open houses. NEET MA also has received and responded to over 370
11 inbound inquiries received by the phone and email hotlines. All of this feedback was
12 helpful in driving decisions in the route selection process.

13

14 **Q. Were any other outreach tools established for the MARL Project?**

15 A. Yes. In addition to the project hotline, email inbox, and website I described above,
16 members of the public could also sign up for regular email newsletter updates through the
17 project website. During the routing study phase of the project, NEET MA solicited
18 feedback through two phases of online surveys (one to solicit feedback on the Study Area
19 and the second to solicit feedback on draft preliminary route options), introductory
20 landowner meetings, and meetings with interested stakeholders across the project area,
21 both virtually and in-person.

22

23 **Q. Please describe the character of feedback NEET MA received through these various**
24 **channels.**

1 NEET MA has received a variety of feedback through these channels. Feedback has
2 included questions pertaining to project need and potential impacts, interest in working
3 with the MARL Project from both landowners and local businesses, general input on areas
4 of public concern, and specific input on resources or property-specific concerns that could
5 influence the Routing Study.

6
7 **Q. Please explain how NEET MA conducted its open houses.**

8 A. The open houses were held in a “science fair” style. In the open house room, multiple
9 stations were set up to introduce various details of the project. These included project and
10 company overview, environmental, engineering and construction, routing process,
11 simulations, and draft preliminary route options stations. The stations were designed to
12 provide additional information to the public about that aspect of the project, which included
13 project need and schedule, draft preliminary route options, potential environmental and
14 land impacts, engineering and construction details, routing and regulatory approval
15 process, and potential visual impacts at key resources in the Study Area. At each station,
16 subject matter experts from across NEET MA and its consultants were available to address
17 questions pertaining to each area. Attendees were encouraged to speak with all the stations
18 to learn more about the Project.

19
20 **Q. Did NEET MA solicit input on the draft preliminary route options it shared at its
21 open houses?**

22 A. Yes. Feedback on the draft preliminary route options was solicited both in-person and
23 online. Attendees at the open houses were encouraged to ask questions and fill out

1 handwritten comment cards with feedback on the MARL Project and draft preliminary
2 route options. The online survey showed an interactive map of the draft preliminary route
3 options where visitors could zoom into specific areas of interest and included a multi-
4 question survey asking for geotagged feedback. These avenues allowed attendees of the
5 open houses and online visitors to the website to provide location-specific feedback that
6 could be incorporated into the Routing Study.

7
8 **Q. How many people participated in NEET MA's open house in Pennsylvania?**

9 A. The open house in Pennsylvania was attended by a total of 148 people.

10
11 **Q. What types of comments did NEET MA receive during and following the public open**
12 **house meetings?**

13 A. The vast majority of comments were from local residents, with the most comments coming
14 from Garrett County, Maryland and Hampshire and Preston Counties, West Virginia (with
15 over 800 comments from these three counties). A majority of comments expressed an
16 interest in having the transmission line built elsewhere, understanding the project needs, or
17 following existing corridors (over 450 comments), with a subset of these providing more
18 detailed information about constraints on landowner properties such as multiple
19 transmission lines or existing agricultural operations and asked that the route options to be
20 reconsidered. Some commenters also commented regarding potential environmental and
21 cultural impacts, including references to specific resources such as Cheat Lake, the
22 Maryland Wildlands, and the Youghiogheny Wild River Natural Environment Area.
23 Finally, the remaining comments included requests for information, questions about project

1 purpose and need, landowners interested in collaborating, and an interest in understanding
2 potential impacts to property values or health and safety.

3
4 **Q. How has NEET MA incorporated the public feedback it received into its Proposed**
5 **Route and Alternative Routes?**

6 A. Yes. Feedback provided through these outreach efforts was taken into consideration as the
7 Routing Team analyzed the Alternative Routes and selected the Proposed Route for the
8 MARL Project, as described in the Routing Study and in Mrs. Heater's testimony. (NEET
9 MA St. No. 5.) The comments received through the public comment periods have been
10 used to help refine route segment options, select a Proposed Route and Alternative Routes,
11 and develop educational materials to inform the public on their questions. The Routing
12 Team reviewed all the comments received through public outreach via the online routing
13 area survey, physical open house comment cards, and online preliminary route options
14 survey and identified the comments that provided actionable feedback for the Routing
15 Study. Examples of these comments that were incorporated into the routing analysis
16 include comments regarding: potential impacts on future residential development;
17 concerns about multiple utility crossings on a property that would limit future development
18 by restricting buildable area; or potential detrimental impacts to local businesses, among
19 others. The Routing Team reached out to commenters to gather more information and then
20 reviewed the information to develop additional route segments that would address the
21 comment. The segments were then incorporated and evaluated alongside the draft
22 preliminary route options using the route development process as described in Mrs.
23 Heater's testimony in NEET MA Statement No. 5. (NEET MA St. No. 5, pp. 26-27.)

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VIII. OVERVIEW OF NEET MA’S ELECTRIC TRANSMISSION OPERATIONS IN PENNSYLVANIA

Q. As a part of the Siting Application and CPC Application, is NEET MA requesting that the Commission issue a CPC conferring public utility status upon NEET MA?

A. Yes. As I mentioned earlier in my testimony, NEET MA is requesting that the Commission issue a CPC that (a) confers upon it public utility status as an electric transmission public utility under 66 Pa.C.S. § 102, and (b) expressly states that NEET MA does not have the right to furnish any intrastate electric service in Pennsylvania. Although FERC will have exclusive jurisdiction over the rates, terms, and conditions of NEET MA’s provision of transmission service, the issuance of a CPC conferring public utility status upon NEET MA will subject NEET MA to the Commission’s regulations pertaining to the siting of high voltage (*i.e.*, greater than 100 kV) transmission lines. As explained in the Joint Application, as a consequence of the issuance and receipt of a CPC and the Commission’s jurisdiction over the siting and construction of NEET MA’s transmission facilities, such facilities will be exempt from municipal zoning and land use regulations.

Q. Is NEET MA seeking to obtain the right to furnish intrastate electric distribution service as a part of its requests in these proceedings?

A. No, it is not.

Q. Please describe NEET MA’s anticipated operations in Pennsylvania assuming the Siting Application and the CPC Application are approved.

1 A. NEET MA will draw on a wide range of resources to operate and maintain the MARL
2 Project. After the MARL Project is constructed and placed into service, NEET MA and
3 NEET VA will transfer functional control of the transmission facilities to PJM. The MARL
4 Project will be monitored on a 24/7 basis by NEET MA's affiliate, NEETNY, from its
5 primary and backup control centers located in Saratoga County, New York. NEETNY
6 currently employs five North American Electric Reliability Corporation ("NERC")- and
7 PJM-certified transmission operators who continuously staff these control centers around-
8 the-clock to monitor and operate transmission lines for a number of NEET subsidiaries
9 across the country.

10 NEET MA and NEET VA plan to hire local operations staff in the project area to
11 provide day-to-day operations and maintenance support. The MARL Project also will be
12 supported by existing NextEra Energy Power Delivery staff members, NEET Operations
13 personnel as well as qualified and specialized construction and maintenance contractors
14 and equipment vendors familiar to the region.

15 NEET MA will not seek to expand or enlarge these operations without seeking prior
16 Commission approval, nor will NEET MA withdraw its transmission facilities from the
17 operational control of PJM unless NEET MA has first applied for, and obtained,
18 authorization by order of the Commission.

19

20 **IX. CONCLUSION**

21 **Q. Should the Commission grant NEET MA the authority and approvals sought in the**
22 **CPC Application and the Siting Application?**

23 A. Yes. In summary, my testimony and the testimony of NEET MA's other witnesses show
24 that the proposed Project will serve the needs identified by PJM at a reasonable cost, and

1 that granting NEET MA's requested CPC will serve the public convenience and necessity
2 in Pennsylvania. Granting NEET MA's requested CPC and Siting Application will serve
3 and benefit the public interest, as it will allow for construction of the Project at the lowest
4 cost to customers. The deep expertise in owning, operating, and maintaining transmission
5 lines of the NextEra Energy organization that NEET MA will bring to bear will ensure safe
6 and reliable construction and operation of the Project.

7

8 **Q. Does this conclude your direct testimony?**

9 **A.** Yes, it does, although I reserve the right to supplement this testimony as appropriate.

State of Indiana
Office of the Secretary of State

Certificate of Amendment
of
**NEXTERA ENERGY TRANSMISSION MIDATLANTIC
INDIANA, INC.**

I, DIEGO MORALES, Secretary of State, hereby certify that Articles of Amendment of the above Domestic For-Profit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

The name following said transaction will be:

NEXTERA ENERGY TRANSMISSION MIDATLANTIC, INC.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, December 11, 2023.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 13, 2023

Diego Morales

DIEGO MORALES
SECRETARY OF STATE

201912181363177 / 10136893

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

Approved and Filed
201912181363177/10136893
Filing Date: 12/13/2023
Effective :12/11/2023 04:35 PM
Diego Morales
Indiana Secretary of State



**ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION**

State Form 38333 (R20 / 6-19)

Indiana Code 23-1-38-1 et. seq.
23-0.5-9-2

FILING FEE: \$30.00

The undersigned officer of the Corporation named in Article I below (hereinafter referred to as the "Corporation") desiring to give notice of corporate action effectuating Amendment(s) of certain provisions of its Articles of Incorporation, certifies the following facts:

This Corporation exists pursuant to: (Check appropriate box.)

- Indiana Business Corporation Law
- Indiana Professional Corporation Act of 1983
- Indiana Benefit Corporation Act

ARTICLE I – AMENDMENT(S)

SECTION 1: The name of the Corporation is:

NextEra Energy Transmission MidAtlantic Indiana, Inc.

SECTION 2: The date of incorporation of the Corporation (month, day, year)

December 19, 2019

SECTION 3: The name of the Corporation following this amendment to the Articles of Incorporation is:

NextEra Energy Transmission MidAtlantic, Inc.

SECTION 4:

The exact text of Article(s) I of the Articles of Incorporation is now as follows:

Name of the Corporation: NextEra Energy Transmission MidAtlantic, Inc.

Address of Principal Office: One America Square, Suite 2900, Indianapolis, IN 46282

ARTICLE II

Date of each amendment's adoption (month, day, year)

December 8, 2023

SEC OF STATE RCVD
DEC 11 '23 PM 4:35

Approved and Filed
201912181363177/10136893
Filing Date: 12/13/2023
Effective :12/11/2023 04:35 PM
Diego Morales

ARTICLE III – REGISTERED AGENT INFORMATION

To determine if your Registered Agent is a Commercial Registered Agent (CRA), go to INBIZ.in.gov.

Provide either commercial registered agent or noncommercial registered agent information below.

<input checked="" type="checkbox"/> Commercial registered agent	Name of registered agent (Do not provide address.) Corporation Service Company
---	---

OR

<input type="checkbox"/> Noncommercial registered agent	Name of registered agent
---	--------------------------

Address (number and street) (A P.O. Box is not acceptable unless accompanied by a Rural Route number.)	City	State IN	ZIP code
--	------	--------------------	----------

(OPTIONAL) E-mail address of the registered agent at which the registered agent will accept electronic service of process

By checking the box, the Signator(s) represent(s) that the Registered Agent named in these Articles of Amendment has consented to the appointment of Registered Agent.

ARTICLE IV – MANNER OF ADOPTION AND VOTE (Complete applicable section.)

NOTE: Only in limited situations does Indiana law permit an Amendment without shareholder approval. Because a name change requires a shareholder approval, Section 2 must be marked and either A or B completed.

SECTION 1: This amendment was adopted by the Board of Directors or incorporators and shareholder action was not required.

SECTION 2: The shareholders of the Corporation entitled to vote in respect to the amendment adopted the proposed amendment. The amendment was adopted by: (Shareholder approval may be by either A or B.)

A. Vote of such shareholders during a meeting called by the Board of Directors. The result of such vote is as follows:

	TOTAL
SHARES ENTITLED TO VOTE	
NUMBER OF SHARES REPRESENTED AT THE MEETING	
SHARES VOTED IN FAVOR	
SHARES VOTED AGAINST	

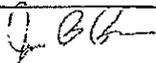
B. Unanimous written consent executed on _____, 20____ and signed by all shareholders entitled to vote.

ARTICLE V – COMPLIANCE WITH LEGAL REQUIREMENTS

The manner of the adoption of the Articles of Amendment and the vote by which they were adopted constitute full legal compliance with the provisions of the Act, the Articles of Incorporation, and the By-Laws of the Corporation.

I hereby verify, subject to penalties of perjury, that the statements contained herein are true,

this 8th day of December, 20 23.

Signature 

Printed name Jason B. Pear	Title Secretary
-------------------------------	--------------------

State of Indiana
Office of the Secretary of State

Certificate of Domestication
Of

NEXTERA ENERGY TRANSMISSION MIDATLANTIC, INC.

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Domestication of the above Non Qualified Foreign Entity have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to Indiana law.

The name following said transaction will be:

NEXTERA ENERGY TRANSMISSION MIDATLANTIC INDIANA, INC.

NOW, THEREFORE, with this document I certify that said transaction will become effective
Wednesday, December 18, 2019.



In Witness Whereof, I have caused to be affixed my
signature and the seal of the State of Indiana, at the City
of Indianapolis, December 20, 2019

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201912181363177 / 8468082

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

Approved and Filed
201912181363177/8468082
Filing Date: 12/20/2019
Effective :12/18/2019 15:59
CONNIE LAWSON
Indiana Secretary of State



**ARTICLES OF DOMESTICATION
DOMESTICATION OF A FOREIGN ENTITY
INTO AN INDIANA ENTITY**
State Form 56357 (R4 / 8-19)

Indiana Code 23-0.5-9-51
23-0.6-5-5

FILING FEE: \$30.00

The undersigned, desiring to domesticate a foreign entity within the State of Indiana pursuant to the provisions of Indiana Code 23-0.5-5, executes the following Articles of Domestication.

ARTICLE I - NAME AND JURISDICTION OF ENTITY

SECTION 1: Name of the entity (The name must meet the requirements of Indiana Code 23-0.5-3-1.)

a. The name of the entity immediately before filing these Articles of Domestication

NextEra Energy Transmission MidAtlantic, Inc.

b. The new name of the entity if the entity name given above is unavailable in Indiana or if the entity wishes to change its name

NextEra Energy Transmission MidAtlantic Indiana, Inc.

SECTION 2: Entity type (Example: corporation, limited liability company, etc.)

The entity type of the domesticating entity

Corporation

SECTION 3: Jurisdiction

The jurisdiction of formation of the entity immediately before filing these Articles of Domestication

Illinois

ARTICLE II - EFFECTIVE DATE

Effective date of the Articles of Domestication (month, day, year) (The effective date may not be more than ninety (90) days after the date the Articles of Domestication were filed.)

December 18, 2019

ARTICLE III - REGISTERED AGENT INFORMATION

To determine if your Registered Agent is a Commercial Registered Agent (CRA), go to INBIZ.in.gov.

Provide either commercial registered agent or noncommercial registered agent information below.

Commercial registered agent

Name of registered agent (Do not provide address.)

Corporation Service Company

OR

Noncommercial registered agent

Name of registered agent

Address (number and street) (A P.O. Box is not acceptable unless accompanied by a Rural Route number.)

City

State
IN

ZIP code

(OPTIONAL) E-mail address of the registered agent at which the registered agent will accept electronic service of process

By checking the box, the Signator(s) represent(s) that the Registered Agent named in these Articles of Domestication has consented to the appointment of Registered Agent.

ARTICLE IV - PUBLIC ORGANIC RECORD

Please attach the entity's public organic record as required by Indiana Code 23-0.5-5-5(b)(5), and designate it as "Exhibit A." The public organic record should be the initial filing form (example: Articles of Incorporation) for the domestic entity that will exist after these Articles of Domestication are filed.

ARTICLE V - APPROVAL

This domestication was approved in accordance with the law of the entity's jurisdiction of formation.

In Witness Whereof, the undersigned duly authorized representative of the entity executes these Articles of Domestication and verifies, subject to penalties of perjury, that the statements contained herein are true, this 18th day of December, 20 19.

Signature Melissa A. Plotsky

Printed name
Melissa A. Plotsky

Title
Secretary

DEC 18 19 PM 5:59
00N 2116 225 I

Approved and Filed
201912181363177/8468082
Filing Date: 12/20/2019
Effective :12/18/2019 15:59
CONNIE LAWSON
Indiana Secretary of State



**ARTICLES OF INCORPORATION
DOMESTIC CORPORATION**
State Form 4159 (R23 / 5-19)

Indiana Code 23-1-21-2
23-1.3-4-2
23-1.6-1-1
23-0.6-9-1
23-1.6-2-3

FILING FEE: \$100.00

ARTICLES OF INCORPORATION

The undersigned, desiring to form
 a for-profit corporation, pursuant to the Indiana Business Corporation Law,
 a benefit corporation, pursuant to the Indiana Benefit Corporation Act,
 a professional corporation, pursuant to the Indiana Professional Corporation Act 1983, executes the following Articles of Incorporation:

ARTICLE I - NAME AND PRINCIPAL OFFICE

Name of the Corporation: *(The name must include the word Corporation, Incorporated, Limited, Company or an abbreviation thereof.)*

NextEra Energy Transmission MidAtlantic Indiana, Inc.

Address of Principal Office (number and street) One American Square, Suite 2900	City Indianapolis	State IN	ZIP code 46282
---	-----------------------------	--------------------	--------------------------

ARTICLE II - REGISTERED AGENT INFORMATION

To determine if your Registered Agent is a Commercial Registered Agent (CRA), go to INBIZ.in.gov.

Provide either commercial registered agent or noncommercial registered agent information below.

Commercial registered agent Name of registered agent (Do not provide address.)
Corporation Service Company

OR

Noncommercial registered agent Name of registered agent

Address (number and street) (A P.O. Box is not acceptable unless accompanied by a Rural Route number.)	City	State IN	ZIP code
--	------	--------------------	----------

(OPTIONAL) E-mail address of the registered agent at which the registered agent will accept electronic service of process

By checking the box, the Signator(s) represent(s) that the Registered Agent named in these Articles of Incorporation has consented to the appointment of Registered Agent.

ARTICLE III - AUTHORIZED SHARES

Number of shares the Corporation is authorized to issue: 1,000
 If there is more than one class of shares, shares with rights and preferences, list such information as "Exhibit A."

ARTICLE IV - INCORPORATORS (INCORPORATORS MAY NEVER BE AMENDED.)

Name	Number and Street or Building	City	State	ZIP code
Melissa A. Plotsky	700 Universe Blvd	Juno Beach	FL	33408

SIGNATURE

In Witness Whereof, the undersigned Secretary of said Corporation signs these Articles of Incorporation and verifies, subject to penalties of perjury, that the statements contained herein are true,

this 18th day of December, 2019.

Signature <i>Melissa A. Plotsky</i>	Printed name Melissa A. Plotsky
--	---

IN SEC OF STATE RCD
201912201559



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE-Secretary of State

7155-179-2
DECEMBER 18, 2019

ILLINOIS CORPORATION SERVICE C
801 ADLAI STEVENSON DRIVE
SPRINGFIELD, IL 62703-4261

RE NEXTERA ENERGY TRANSMISSION MIDATLANTIC, INC.

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND A STATEMENT OF DOMESTICATION REGARDING THE ABOVE CORPORATION.

THE FILING FEE HAS BEEN RECEIVED AND CREDITED.

SINCERELY,

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961



Wes Moore | Governor
Aruna Miller | Lt. Governor
Daniel K. Phillips | Director
Marcus Alzona | Deputy Director

Date: 8/28/2024

CORPORATION COMPANY
ONE AMERICAN SQUARE SUITE 2900
INDIANAPOLIS IN 46282

THIS LETTER IS TO CONFIRM ACCEPTANCE OF THE FOLLOWING FILING:

ENTITY NAME : NEXTERA ENERGY TRANSMISSION MIDATLANTIC, INC.

DEPARTMENT ID : F25329400
TYPE OF REQUEST : Non-Maryland Corporation Qualification
DATE FILED : 8/21/2024
TIME FILED : 6:56 AM
FILING NUMBER : 5000000010200771
CUSTOMER ID : 5001521850
WORK ORDER NUMBER : 1423425049

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK ORDER NUMBER ON ANY INQUIRIES. EVERY YEAR THIS ENTITY MUST FILE A PERSONAL PROPERTY RETURN IN ORDER TO MAINTAIN ITS EXISTENCE EVEN IF IT DOES NOT OWN PERSONAL PROPERTY. THE RETURN IS FOUND ON THE SDAT WEBSITE.

Maryland Department of Assessments and Taxation
700 East Pratt Street, 2nd Flr, Ste 2700
Baltimore, Maryland 21202
www.dat.maryland.gov
410-767-1184 (Main) 1-888-246-5941 (Toll-Free)
1-800-735-2258 (Maryland Relay)

EFFECTIVE DATE : 8/21/2024
STATE OF FORMATION : IN
PRINCIPAL OFFICE : ONE AMERICAN SQUARE SUITE 2900
INDIANAPOLIS IN 46282

RESIDENT AGENT : CSC-Lawyers Incorporating Service Company

7 St. Paul Street Suite 820
Baltimore MD 21202

PLAN OF DOMESTICATION
OF
NEXTERA ENERGY TRANSMISSION MIDATLANTIC, LLC

(1) The name, type and jurisdiction of the entity domesticating is NextEra Energy Transmission MidAtlantic, Inc., an Illinois corporation (the "Illinois Corporation").

(2) The name, type and jurisdiction of the entity once it is domesticated in Indiana will be NextEra Energy Transmission MidAtlantic Indiana, Inc., an Indiana corporation (the "Indiana Corporation").

(3) The date and time of the Illinois Statement of Domestication, attached hereto as Exhibit A, will be effective on filing with the Secretary of State of Illinois.

(4) The date and time of the Indiana Articles of Domestication for Domestication of a Foreign Entity Into an Indiana Entity, attached hereto as Exhibit B, will be effective on filing with the Secretary of State of Indiana in accordance with the provisions of the Indiana Uniform Business Organization Transactions Act (IC 23-0.6-5).

(5) The full text of the articles of incorporation that will be in effect immediately after consummation of the domestication is attached hereto as Exhibit C.

(6) Each share of the capital stock of the Illinois Corporation outstanding immediately prior to the domestication shall, by virtue of the domestication and without any action on the part of the holder thereof, be converted into the right to receive an equivalent share of capital stock in the Indiana Corporation.

(7) The Bylaws of the Illinois Corporation in effect immediately prior to the domestication shall become the Bylaws of the Indiana Corporation by virtue of the domestication and without action on the part of the Indiana Corporation.

(6) The Plan of Domestication has been approved in accordance with the provisions of the Illinois Entity Omnibus Act (§805 ILCS 415/302).

IN WITNESS WHEREOF, the undersigned has duly executed this Plan of Domestication on December 18, 2019.

NextEra Energy Transmission MidAtlantic
Holdings, LLC

By: Melissa A. Plotsky
Melissa A. Plotsky
Secretary

EXHIBIT A

ILLINOIS STATEMENT OF DOMESTICATION

EOA 305

Illinois Secretary of State
Department of Business Services
STATEMENT OF DOMESTICATION

Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62756
217-782-6961
www.cyberdriveillinois.com

Remit payment in the form of a cashier's check, a certified check, a money order, or an Illinois attorney's or a CPA's check payable to Secretary of State.

New Entity File Number

Filing Fee: \$100 _____ Approved: _____

_____ **Submit in duplicate** _____ **Type or print clearly in black ink** _____ **Do not write above this line** _____

Domesticating Entity

Current File Number: _____

1. Domesticating Entity Name: NextEra Energy Transmission MidAtlantic, Inc.
2. Current Entity Type: (select only one)

<input checked="" type="checkbox"/> For Profit Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Not For Profit
3. Jurisdiction and Date of Incorporation/Organization: Illinois/January 22, 2019
4. **The domestication is authorized by the law of the foreign entity's jurisdiction of organization.**

New Entity

5. Domesticated Entity Name: NextEra Energy Transmission MidAtlantic Indiana, Inc.
6. Jurisdiction of Incorporation/Organization: Indiana
7. The Domesticated Entity: (select only one)

<input type="checkbox"/> intends to transact business in Illinois	<input checked="" type="checkbox"/> will not be transacting business in Illinois (Please set forth address below.)
---	--

 Address for Service of Process: One American Square, Suite 2900
 (P.O. Box alone is not acceptable) Indianapolis, IN 46282
8. Effective Date of Domestication: _____ If a future date is chosen, MUST be within 90 days of filing.

<input checked="" type="checkbox"/> Upon Filing	<input type="checkbox"/> Future Effective Date: _____
---	---

**The Domestication was approved in accordance with Section 305 of the Entity Omnibus Act.
The formation document and fee for the Domesticated Entity must be attached.**

9. The undersigned Entity has caused this statement to be signed by a duly authorized signer who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in **BLACK INK**.

Dated December 18, 2019
Month & Day Year

NextEra Energy Transmission MidAtlantic, Inc.
Exact Name of Domesticating Entity

Any Authorized Signer's Signature
Melissa A. Plotsky, Secretary
Name and Title (type or print)

EXHIBIT B

INDIANA ARTICLES OF DOMESTICATION



**ARTICLES OF DOMESTICATION
DOMESTICATION OF A FOREIGN ENTITY
INTO AN INDIANA ENTITY**

State Form 56357 (R4 / 6-19)

Indiana Code 23-0.5-9-51
23-0.6-5-5

FILING FEE: \$30.00

The undersigned, desiring to domesticate a foreign entity within the State of Indiana pursuant to the provisions of Indiana Code 23-0.6-5, executes the following Articles of Domestication.

ARTICLE I – NAME AND JURISDICTION OF ENTITY

SECTION 1: Name of the entity (*The name must meet the requirements of Indiana Code 23-0.5-3-1.*)

a. The name of the entity immediately before filing these Articles of Domestication

NextEra Energy Transmission MidAtlantic, Inc.

b. The new name of the entity if the entity name given above is unavailable in Indiana or if the entity wishes to change its name

NextEra Energy Transmission MidAtlantic Indiana, Inc.

SECTION 2: Entity type (*Example: corporation, limited liability company, etc.*)

The entity type of the domesticating entity

Corporation

SECTION 3: Jurisdiction

The jurisdiction of formation of the entity immediately before filing these Articles of Domestication

Illinois

ARTICLE II – EFFECTIVE DATE

Effective date of the Articles of Domestication (*month, day, year*) (*The effective date may not be more than ninety (90) days after the date the Articles of Domestication were filed.*)

December 18, 2019

ARTICLE III – REGISTERED AGENT INFORMATION

To determine if your Registered Agent is a Commercial Registered Agent (CRA), go to INBIZ.in.gov.

Provide either commercial registered agent or noncommercial registered agent information below.

Commercial registered agent

Name of registered agent (*Do not provide address.*)

Corporation Service Company

OR

Noncommercial registered agent

Name of registered agent

Address (*number and street*) (*A P.O. Box is not acceptable unless accompanied by a Rural Route number.*)

City

State

IN

ZIP code

(*OPTIONAL*) E-mail address of the registered agent at which the registered agent will accept electronic service of process

By checking the box, the Signator(s) represent(s) that the Registered Agent named in these Articles of Domestication has consented to the appointment of Registered Agent.

ARTICLE IV – PUBLIC ORGANIC RECORD

Please attach the entity's public organic record as required by Indiana Code 23-0.6-5-5(b)(5), and designate it as "Exhibit A." The public organic record should be the initial filing form (example: Articles of Incorporation) for the domestic entity that will exist after these Articles of Domestication are filed.

ARTICLE V – APPROVAL

This domestication was approved in accordance with the law of the entity's jurisdiction of formation.

In Witness Whereof, the undersigned duly authorized representative of the entity executes these Articles of Domestication and verifies, subject to penalties of perjury, that the statements contained herein are true, this 18th day of December, 2019.

Signature

Printed name

Melissa A. Plotsky

Title

Secretary

EXHIBIT C

ARTICLES OF INCORPORATION



**ARTICLES OF INCORPORATION
DOMESTIC CORPORATION**

State Form 4159 (R23 / 5-19)

Indiana Code 23-1-21-2
23-1.3-4-2
23-1.5-1-1
23-0.5-9-1
23-1.5-2-3

FILING FEE: \$100.00

ARTICLES OF INCORPORATION

The undersigned, desiring to form

- a for-profit corporation, pursuant to the Indiana Business Corporation Law,
- a benefit corporation, pursuant to the Indiana Benefit Corporation Act,
- a professional corporation, pursuant to the Indiana Professional Corporation Act 1983, executes the following Articles of Incorporation:

ARTICLE I – NAME AND PRINCIPAL OFFICE

Name of the Corporation: *(The name must include the word Corporation, Incorporated, Limited, Company or an abbreviation thereof.)*

NextEra Energy Transmission MidAtlantic Indiana, Inc.

Address of Principal Office <i>(number and street)</i>	City	State	ZIP code
One American Square, Suite 2900	Indianapolis	IN	46282

ARTICLE II – REGISTERED AGENT INFORMATION

To determine if your Registered Agent is a Commercial Registered Agent (CRA), go to INBIZ.in.gov.

Provide either commercial registered agent or noncommercial registered agent information below.

<input checked="" type="checkbox"/> Commercial registered agent	Name of registered agent <i>(Do not provide address.)</i> Corporation Service Company		
OR			
<input type="checkbox"/> Noncommercial registered agent	Name of registered agent		
Address <i>(number and street)</i> <i>(A P.O. Box is not acceptable unless accompanied by a Rural Route number.)</i>	City	State	ZIP code
		IN	
<i>(OPTIONAL)</i> E-mail address of the registered agent at which the registered agent will accept electronic service of process			
<input checked="" type="checkbox"/> By checking the box, the Signator(s) represent(s) that the Registered Agent named in these Articles of Incorporation has consented to the appointment of Registered Agent.			

ARTICLE III – AUTHORIZED SHARES

Number of shares the Corporation is authorized to issue: 1,000
If there is more than one class of shares, shares with rights and preferences, list such information as "Exhibit A."

ARTICLE IV – INCORPORATORS *(INCORPORATORS MAY NEVER BE AMENDED.)*

Name	Number and Street or Building	City	State	ZIP code
Melissa A. Plotsky	700 Universe Blvd	Juno Beach	FL	33408

SIGNATURE

In Witness Whereof, the undersigned _____ **Secretary** _____ of said Corporation signs these Articles of
(Title)

Incorporation and verifies, subject to penalties of perjury, that the statements contained herein are true,

this 18th day of December, 20 19.

Signature	Printed name Melissa A. Plotsky
-----------	------------------------------------

AMENDED DESIGNATED ENTITY AGREEMENT

Among

PJM Interconnection, L.L.C.,

NextEra Energy Transmission MidAtlantic, Inc.

And

NextEra Energy Transmission Virginia, Inc.

**PJM RTEP Projects b3800.102, b3800.106 to b3800.110, b3800.113, b3800.115, b3800.117,
and b4000.14**

PJM 2022 Window 3 and 2024 Window 1 Recommended Solutions

DESIGNATED ENTITY AGREEMENT

Among

PJM Interconnection, L.L.C.,

NextEra Energy Transmission MidAtlantic, Inc.

And

NextEra Energy Transmission Virginia, Inc.

This Designated Entity Agreement, including the Schedules attached hereto and incorporated herein (collectively, "Agreement") is made and entered into as of the Effective Date among PJM Interconnection, L.L.C. ("Transmission Provider" or "PJM"), and NextEra Energy Transmission MidAtlantic, Inc. (NEET MidAtlantic") and NextEra Energy Transmission Virginia, Inc. ("NEET Virginia" and, together with NEET MidAtlantic, "Designated Entity"), referred to herein individually as "Party" and collectively as "the Parties."

WITNESSETH

WHEREAS, in accordance with FERC Order No. 1000 and Schedule 6 of the Amended and Restated Operating Agreement of PJM Interconnection, L.L.C. ("Operating Agreement"), Transmission Provider is required to designate among candidates, pursuant to a FERC-approved process, an entity to develop and construct a specified project to expand, replace and/or reinforce the Transmission System operated by Transmission Provider;

WHEREAS, pursuant to Section 1.5.8(i) of Schedule 6 of the Operating Agreement, the Transmission Provider notified Designated Entity that it was designated as the Designated Entity for the Project (described in Schedule A to this Agreement) to be included in the Regional Transmission Expansion Plan;

WHEREAS, pursuant to Section 1.5.8(j) of Schedule 6 of the Operating Agreement, Designated Entity accepted the designation as the Designated Entity for the Project and therefore has the obligation to construct the Project; and

WHEREAS, NEET MidAtlantic and NEET Virginia are each the Designated Entity under this Agreement for the transmission enhancement or expansion assigned to such entity as specified in Attachment A and are severally responsible to fulfill the rights and obligations under this Agreement for such assigned transmission enhancement or expansion.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, together with other good and valuable consideration, the receipt and sufficiency is hereby mutually acknowledged by each Party, the Parties mutually covenant and agree as follows:

Article 1 – Definitions

1.0 Defined Terms.

All capitalized terms used in this Agreement shall have the meanings ascribed to them in Part I of the Tariff or in definitions either in the body of this Agreement or its attached Schedules. In the event of any conflict between defined terms set forth in the Tariff or defined terms in this Agreement, including the Schedules, such conflict will be resolved in favor of the terms as defined in this Agreement.

1.1 Confidential Information.

Any confidential, proprietary, or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy, or compilation relating to the Project or Transmission Owner facilities to which the Project will interconnect, which is designated as confidential by the party supplying the information, whether conveyed verbally, electronically, in writing, through inspection, or otherwise, and shall include, but may not be limited to, information relating to the producing party's technology, research and development, business affairs and pricing, land acquisition and vendor contracts relating to the Project.

1.2 Designated Entity Letter of Credit.

Designated Entity Letter of Credit shall mean the letter of credit provided by the Designated Entity pursuant to Section 1.5.8(j) of Schedule 6 of the Operating Agreement and Section 3.0 of this Agreement as security associated with the Project.

1.3 Development Schedule.

Development Schedule shall mean the schedule of milestones set forth in Schedule C of this Agreement.

1.4 Effective Date.

Effective Date shall mean the date this Agreement becomes effective pursuant to Section 2.0 of this Agreement.

1.5 Initial Operation.

Initial Operation shall mean the date the Project is (i) energized and (ii) under Transmission Provider operational dispatch.

1.6 Project.

Project shall mean the enhancement or expansion included in the PJM Regional Transmission Expansion Plan described in Schedule A of this Agreement.

1.7 Project Finance Entity.

Project Finance Entity shall mean holder, trustee or agent for holders, of any component of Project Financing.

1.8 Project Financing.

Project Financing shall mean: (a) one or more loans, leases, equity and/or debt financings, together with all modifications, renewals, supplements, substitutions and replacements thereof, the proceeds of which are used to finance or refinance the costs of the Project, any alteration, expansion or improvement to the Project, or the operation of the Project; or (b) loans and/or debt issues secured by the Project.

1.9 Reasonable Efforts.

Reasonable Efforts shall mean such efforts as are consistent with ensuring the timely and effective design and construction of the Project in a manner, which ensures that the Project, once placed in service, meets the requirements of the Project as described in Schedule B and are consistent with Good Utility Practice.

1.10 Required Project In-Service Date.

Required Project In-Service Date shall mean the date the Project is required to: (i) be completed in accordance with the Scope of Work in Schedules B this Agreement, (ii) meet the criteria outlined in Schedule D of this Agreement and (iii) be under Transmission Provider operational dispatch.

Article 2 – Effective Date and Term

2.0 Effective Date.

Subject to regulatory acceptance, this Agreement shall become effective on the date the Agreement has been executed by all Parties, or if this Agreement is filed with FERC for acceptance, rather than reported only in PJM's Electric Quarterly Report, upon the date specified by FERC.

2.1 Term.

This Agreement shall continue in full force and effect from the Effective Date until: (i) the Designated Entity executes the Consolidated Transmission Owners Agreement; and (ii) the Project (a) has been completed in accordance with the terms and conditions of this Agreement, (b) meets all relevant required planning criteria, and (c) is under Transmission Provider's operational dispatch; or (iii) the Agreement is terminated pursuant to Article 8 of this Agreement.

Article 3 – Security

3.0 Obligation to Provide Security.

In accordance with Section 1.5.8(j) of Schedule 6 of the Operating Agreement, Designated Entity shall provide Transmission Provider a letter of credit as acceptable to Transmission Provider (Designated Entity Letter of Credit) or cash security in the amount of \$25,500,000. Designated Entity is required provide and maintain the Designated Entity Letter of Credit, as required by Section 1.5.8(j) of Schedule 6 of the Operating Agreement and Section 3.0 of this Agreement. The Designated Entity Letter of Credit shall remain in full force and effect for the term of this Agreement and for the duration of the obligations arising therefrom in accordance with Article 17.0. Notwithstanding the foregoing, the Designated Entity is not required to provide a letter of credit or cash security to the extent (i) the Designated Entity is a Transmission Owner and (ii) the Project was selected (A) pursuant to Operating Agreement, Schedule 6, sections 1.5.8(g), 1.5.8(h), or 1.5.8(m)(1); or (B) through a proposal window conducted pursuant to Operating Agreement, Schedule 6, section 1.5.8(c) in which no Nonincumbent Developer submitted a competing proposal to address the need identified by the Transmission Provider.

3.1 Distribution of Designated Entity Letter of Credit or Cash Security.

In the event that Transmission Provider draws upon the Designated Entity Letter of Credit or retains the cash security in accordance with Sections 7.5, 8.0, or 8.1, Transmission Provider shall distribute such funds as determined by FERC.

Article 4 – Project Construction

4.0 Construction of Project by Designated Entity.

Designated Entity shall design, engineer, procure, install and construct the Project, including any modifications thereto, in accordance with: (i) the terms of this Agreement, including but not limited to the Scope of Work in Schedule B and the Development Schedule in Schedule C; (ii) applicable reliability principles, guidelines, and standards of the Applicable Regional Reliability Council and NERC; (iii) the Operating Agreement; (iv) the PJM Manuals; and (v) Good Utility Practice.

4.1 Milestones.

4.1.0 Milestone Dates.

Designated Entity shall meet the milestone dates set forth in the Development Schedule in Schedule C of this Agreement. Milestone dates set forth in Schedule C only may be extended by Transmission Provider in writing. Failure to meet any of the milestone dates specified in Schedule C, or as extended as described in this Section 4.1.0 or Section 4.3.0 of this Agreement, shall constitute a Breach of this Agreement. Transmission Provider reasonably may extend any

such milestone date, in the event of delays not caused by the Designated Entity that could not be remedied by the Designated Entity through the exercise of due diligence, or if an extension will not delay the Required Project In-Service Date specified in Schedule C of this Agreement; provided that a corporate officer of the Designated Entity submits a revised Development Schedule containing revised milestones and showing the Project in full operation no later than the Required Project In-Service Date specified in Schedule C of this Agreement.

4.1.1 Right to Inspect.

Upon reasonable notice, Transmission Provider shall have the right to inspect the Project for the purposes of assessing the progress of the Project and satisfaction of milestones. Such inspection shall not be deemed as review or approval by Transmission Provider of any design or construction practices or standards used by the Designated Entity.

4.2 Applicable Technical Requirements and Standards.

For the purposes of this Agreement, applicable technical requirements and standards of the Transmission Owner(s) to whose facilities the Project will interconnect shall apply to the design, engineering, procurement, construction and installation of the Project to the extent that the provisions thereof relate to the interconnection of the Project to the Transmission Owner(s) facilities.

4.3 Project Modification.

4.3.0 Project Modification Process.

The Scope of Work and Development Schedule, including the milestones therein, may be revised, as required, in accordance with Transmission Provider's project modification process set forth in the PJM Manuals, or otherwise by Transmission Provider in writing. Such modifications may include alterations as necessary and directed by Transmission Provider to meet the system condition for which the Project was included in the Regional Transmission Expansion Plan.

4.3.1 Consent of Transmission Provider to Project Modifications.

Designated Entity may not modify the Project without prior written consent of Transmission Provider, including but not limited to, modifications necessary to obtain siting approval or necessary permits, which consent shall not be unreasonably withheld, conditioned, or delayed.

4.3.2 Customer Facility Interconnections And Transmission Service Requests.

Designated Entity shall perform or permit the engineering and construction necessary to accommodate the interconnection of Customer Facilities to the Project and transmission service requests that are determined necessary for such interconnections and transmission service requests in accordance with Parts IV and VI, and Parts II and III, respectively, of the Tariff.

4.4 Project Tracking.

The Designated Entity shall provide regular, quarterly construction status reports in writing to Transmission Provider. The reports shall contain, but not be limited to, updates and information specified in the PJM Manuals regarding: (i) current engineering and construction status of the Project; (ii) Project completion percentage, including milestone completion; (iii) current target Project or phase completion date(s); (iv) applicable outage information; and (v) cost expenditures to date and revised projected cost estimates for completion of the Project. Transmission Provider shall use such status reports to post updates regarding the progress of the Project.

4.5 Exclusive Responsibility of Designated Entity.

Designated Entity shall be solely responsible for all planning, design, engineering, procurement, construction, installation, management, operations, safety, and compliance with applicable laws and regulations associated with the Project, including but not limited to obtaining all necessary permits, siting, and other regulatory approvals. Transmission Provider shall have no responsibility to manage, supervise, or ensure compliance or adequacy of same.

Article 5 – Coordination with Third-Parties

5.0 Interconnection Coordination Agreement with Transmission Owner(s).

By the dates specified in the Development Schedule in Schedule C of this Agreement, Designated Entity shall execute or request to file unexecuted with the Commission: (a) an Interconnection Coordination Agreement; and (b) an interconnection agreement among and between Designated Entity, Transmission Provider, and the Transmission Owner(s) to whose facilities the Project will interconnect.

5.1 Connection with Entities Not a Party to the Consolidated Transmission Owners Agreement.

Designated Entity shall not permit any part of the Project facilities to be connected with the facilities of any entity which is not: (i) a party to Consolidated Transmission Owners Agreement without an interconnection agreement that contains provisions for the safe and reliable interconnection and operation of such interconnection in accordance with Good Utility Practice, and principles, guidelines and standards of the Applicable Regional Reliability Council and NERC or comparable requirements of an applicable retail tariff or agreement approved by appropriate regulatory authority; or (ii) a party to a separate Designated Entity Agreement.

Article 6 – Insurance

6.0 Designated Entity Insurance Requirements.

Designated Entity shall obtain and maintain in full force and effect such insurance as is consistent with Good Utility Practice. The Transmission Provider shall be included as an

Additional Insured in the Designated Entity's applicable liability insurance policies. The Designated Entity shall provide evidence of compliance with this requirement upon request by the Transmission Provider.

6.1 Subcontractor Insurance.

In accord with Good Utility Practice, Designated Entity shall require each of its subcontractors to maintain and, upon request, provide Designated Entity evidence of insurance coverage of types, and in amounts, commensurate with the risks associated with the services provided by the subcontractor. Bonding and hiring of contractors or subcontractors shall be the Designated Entity's discretion, but regardless of bonding or the existence or non-existence of insurance, the Designated Entity shall be responsible for the performance or non-performance of any contractor or subcontractor it hires.

Article 7 – Breach and Default

7.0 Breach.

Except as otherwise provided in Article 10, a Breach of this Agreement shall include:

(a) The failure to comply with any term or condition of this Agreement, including but not limited to, any Breach of a representation, warranty, or covenant made in this Agreement, and failure to provide and maintain security in accordance with Section 3.0 of this Agreement;

(b) The failure to meet a milestone or milestone date set forth in the Development Schedule in Schedule C of this Agreement, or as extended in writing as described in Sections 4.1.0 and 4.3.0 of this Agreement;

(c) Assignment of this Agreement in a manner inconsistent with the terms of this Agreement; or

(d) Failure of any Party to provide information or data required to be provided to another Party under this Agreement for such other Party to satisfy its obligations under this Agreement.

7.1 Notice of Breach.

In the event of a Breach, a Party not in Breach of this Agreement shall give written notice of such Breach to the breaching Party, and to any other persons, including a Project Finance Entity, if applicable, that the breaching Party identifies in writing prior to the Breach. Such notice shall set forth, in reasonable detail, the nature of the Breach, and where known and applicable, the steps necessary to cure such Breach.

7.2 Cure and Default.

A Party that commits a Breach and does not take steps to cure the Breach pursuant to Section 7.3 shall be in Default of this Agreement.

7.3 Cure of Breach.

The breaching Party may: (i) cure the Breach within thirty days from the receipt of the notice of Breach or other such date as determined by Transmission Provider to ensure that the Project meets its Required Project In-Service Date set forth in Schedule C; or, (ii) if the Breach cannot be cured within thirty days but may be cured in a manner that ensures that the Project meets the Required Project In-Service Date for the Project, within such thirty day time period, commences in good faith steps that are reasonable and appropriate to cure the Breach and thereafter diligently pursue such action to completion.

7.4 Re-evaluation if Breach Not Cured.

In the event that a breaching Party does not cure a Breach in accordance with Section 7.3 of this Agreement, Transmission Provider shall conduct a re-evaluation pursuant to Section 1.5.8(k) of Schedule 6 of the Operating Agreement. If based on such re-evaluation, the Project is retained in the Regional Transmission Expansion Plan and the Designated Entity's designation for the Project also is retained, the Parties shall modify this Agreement, including Schedules, as necessary. In all other events, Designated Entity shall be considered in Default of this Agreement, and this Agreement shall terminate in accordance with Section 8.1 of this Agreement.

7.5 Remedies.

Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to: (i) commence an action to require the Defaulting Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; (ii) suspend performance hereunder; and (iii) exercise such other rights and remedies as it may have in equity or at law. Upon Default by Designated Entity, Transmission Provider may draw upon the Designated Entity Letter of Credit. Nothing in this Section 7.5 is intended in any way to affect the rights of a third-party to seek any remedy it may have in equity or at law from the Designated Entity resulting from Designated Entity's Default of this Agreement.

7.6 Remedies Cumulative.

No remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

7.7 Waiver.

Any waiver at any time by any Party of its rights with respect to a Breach or Default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver or continuing waiver with respect to any other Breach or Default or other matter.

Article 8 – Early Termination

8.0 Termination by Transmission Provider.

In the event that: (i) pursuant to Section 1.5.8(k) of Schedule 6 of the Operating Agreement, Transmission Provider determines to remove the Project from the Regional Transmission Expansion Plan and/or not to retain Designated Entity's status for the Project; (ii) Transmission Provider otherwise determines pursuant to Regional Transmission Expansion Planning Protocol in Schedule 6 of the Operating Agreement that the Project is no longer required to address the specific need for which the Project was included in the Regional Transmission Expansion Plan; or (iii) an event of force majeure, as defined in section 10.0 of this Attachment KK, or other event outside of the Designated Entity's control that, with the exercise of Reasonable Efforts, Designated Entity cannot alleviate and which prevents the Designated Entity from satisfying its obligations under this Agreement, Transmission Provider may terminate this Agreement by providing written notice of termination to Designated Entity, which shall become effective the later of sixty calendar days after the Designated Entity receives such notice or other such date the FERC establishes for the termination. In the event termination pursuant to this Section 8.0 is based on (ii) or (iii) above, Transmission Provider shall not have the right to draw upon the Designated Entity Letter of Credit or retain the cash security and shall cancel the Designated Entity Letter of Credit or return the cash security within thirty days of the termination of this Agreement.

8.1 Termination by Default.

This Agreement shall terminate in the event a Party is in Default of this Agreement in accordance with Sections 7.2 or 7.4 of this Agreement. Upon Default by Designated Entity, Transmission Provider may draw upon the Designated Entity Letter of Credit or retain the cash security.

8.2 Filing at FERC.

Transmission Provider shall make the appropriate filing with FERC as required to effectuate the termination of this Agreement pursuant to this Article 8.

Article 9 – Liability and Indemnity

9.0 Liability.

For the purposes of this Agreement, Transmission Provider's liability to the Designated Entity, any third-party, or any other person arising or resulting from any acts or omissions associated in any way with performance under this Agreement shall be limited in the same manner and to the same extent that Transmission Provider's liability is limited to any Transmission Customer, third-party or other person under Section 10.2 of the Tariff arising or resulting from any act or omission in any way associated with service provided under the Tariff or any Service Agreement thereunder.

9.1 Indemnity.

For the purposes of this Agreement, Designated Entity shall at all times indemnify, defend, and save Transmission Provider and its directors, managers, members, shareholders, officers and employees harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third-parties, arising out of or resulting from the Transmission Provider's acts or omissions associated with the performance of its obligations under this Agreement to the same extent and in the same manner that a Transmission Customer is required to indemnify, defend and save Transmission Provider and its directors, managers, members, shareholders, officers and employees harmless under Section 10.3 of the Tariff.

Article 10 – Force Majeure

10.0 Force Majeure.

For the purpose of this section, an event of force majeure shall mean any cause beyond the control of the affected Party, including but not restricted to, acts of God, flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, acts of public enemy, explosions, orders, regulations or restrictions imposed by governmental, military, or lawfully established civilian authorities, which in any foregoing cases, by exercise of due diligence, it has been unable to overcome. An event of force majeure does not include: (i) a failure of performance that is due to an affected Party's own negligence or intentional wrongdoing; (ii) any removable or remedial causes (other than settlement of a strike or labor dispute) which an affected Party fails to remove or remedy within a reasonable time; or (iii) economic hardship of an affected Party.

10.1 Notice.

A Party that is unable to carry out an obligation imposed on it by this Agreement due to Force Majeure shall notify the other Party in writing within a reasonable time after the occurrence of the cause relied on.

10.2 Duration of Force Majeure.

A Party shall not be responsible for any non-performance or considered in Breach or Default under this Agreement, for any deficiency or failure to perform any obligation under this Agreement to the extent that such failure or deficiency is due to Force Majeure. A Party shall be excused from whatever performance is affected only for the duration of the Force Majeure and while the Party exercises Reasonable Efforts to alleviate such situation. As soon as the non-performing Party is able to resume performance of its obligations excused because of the occurrence of Force Majeure, such Party shall resume performance and give prompt notice thereof to the other Party. In the event that Designated Entity is unable to perform any of its obligations under this Agreement because of an occurrence of Force Majeure, Transmission Provider may terminate this Agreement in accordance with Section 8.0 of this Agreement.

10.3 Breach or Default of or Force Majeure under Interconnection Coordination Agreement

If either of the following events prevents Designated Entity from performing any of its obligations under this Agreement, such event shall be considered a Force Majeure event under this Agreement and the provisions of this Article 10 shall apply: (i) a breach or default of the Interconnection Coordination Agreement associated with the Project by a party to the Interconnection Coordination Agreement other than the Designated Entity; or (ii) an event of Force Majeure under the Interconnection Coordination Agreement associated with the Project.

Article 11 – Assignment

11.0 Assignment.

A Party may assign all of its rights, duties, and obligations under this Agreement in accordance with this Section 11.0. Except for assignments described in Section 11.1 of this Agreement that may not result in the assignment of all rights, duties, and obligations under this Agreement to a Project Finance Entity, no partial assignments will be permitted. No Party may assign any of its rights or delegate any of its duties or obligations under this Agreement without prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such assignment or delegation made without such written consent shall be null and void. Assignment by the Designated Entity shall be contingent upon, prior to the effective date of the assignment: (i) the Designated Entity or assignee demonstrating to the satisfaction of Transmission Provider that the assignee has the technical competence and financial ability to comply with the requirements of this Agreement and to construct the Project consistent with the assignor's cost estimates for the Project; and (ii) the assignee is eligible to be a Designated Entity for the Project pursuant to Sections 1.5.8(a) and (f) of Schedule 6 of the Operating Agreement. Except as provided in an assignment to a Finance Project Entity to the contrary, for all assignments by any Party, the assignee must assume in a writing, to be provided to the other Party, all rights, duties, and obligations of the assignor arising under this Agreement. Any assignment described herein shall not relieve or discharge the assignor from any of its obligations hereunder absent the written consent of the other Party. In no circumstance, shall an assignment of this Agreement or any of the rights, duties, and obligations under this Agreement diminish the rights of the Transmission Provider under this Agreement, the Tariff, or

the Operating Agreement. Any assignees that will construct, maintain, or operate the Project shall be subject to, and comply with the terms of this Agreement, the Tariff and the Operating Agreement.

11.1 Project Finance Entity Assignments

11.1.1 Assignment to Project Finance Entity

If an arrangement between the Designated Entity and a Project Finance Entity provides that the Project Finance Entity may assume any of the rights, duties and obligations of the Designated Entity under this Agreement or otherwise provides that the Project Finance Entity may cure a Breach of this Agreement by the Designated Entity, the Project Finance Entity may be assigned this Agreement or any of the rights, duties, or obligations hereunder only upon written consent of the Transmission Provider, which consent shall not be unreasonably withheld, conditioned, or delayed. In no circumstance, shall an assignment of this Agreement or any of the rights, duties, and obligations under this Agreement diminish the rights of the Transmission Provider under this Agreement, the Tariff, or the Operating Agreement.

11.1.2 Assignment By Project Finance Entity

A Project Finance Entity that has been assigned this Agreement or any of the rights, duties or obligations under this Agreement or otherwise is permitted to cure a Breach of this Agreement, as described pursuant to Section 11.1.1 above, may assign this Agreement or any of the rights, duties or obligations under this Agreement to another entity not a Party to this Agreement only: (i) upon the Breach of this Agreement by the Designated Entity; and (ii) with the written consent of the Transmission Provider, which consent shall not be unreasonably withheld, conditioned, or delayed. In no circumstance, shall an assignment of this Agreement or any of the rights, duties, and obligations under this Agreement alter or diminish the rights of the Transmission Provider under this Agreement, the Tariff, or the Operating Agreement. Any assignees that will construct, maintain, or operate the Project shall be subject to, and comply with the Tariff and Operating Agreement.

Article 12 – Information Exchange

12.0 Information Access.

Subject to Applicable Laws and Regulations, each Party shall make available to the other Party information necessary to carry out each Party's obligations and responsibilities under this Agreement, the Operating Agreement, and the Tariff. Such information shall include but not be limited to, information reasonably requested by Transmission Provider to prepare the Regional Transmission Expansion Plan. The Parties shall not use such information for purposes other than to carry out their obligations or enforce their rights under this Agreement, the Operating Agreement, and the Tariff.

12.1 Reporting of Non-Force Majeure Events.

Each Party shall notify the other Party when it becomes aware of its inability to comply with the provisions of this Agreement for a reason other than Force Majeure. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including, but not limited to, the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this Section 12.1 shall not entitle the receiving Party to allege a cause of action for anticipatory Breach of this Agreement.

Article 13 – Confidentiality

13.0 Confidentiality.

For the purposes of this Agreement, information will be considered and treated as Confidential Information only if it meets the definition of Confidential Information set forth in Section 1.1 of this Agreement and is clearly designated or marked in writing as “confidential” on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is “confidential.” Confidential Information shall be treated consistent with Section 18.17 of the Operating Agreement. A Party shall be responsible for the costs associated with affording confidential treatment to its information.

Article 14 – Regulatory Requirements

14.0 Regulatory Approvals.

Designated Entity shall seek and obtain all required government authority authorizations or approvals as soon as reasonably practicable, and by the milestone dates set forth in the Development Schedule of Schedule C of this Agreement, as applicable.

Article 15 – Representations and Warranties

15.0 General.

Designated Entity hereby represents, warrants and covenants as follows, with these representations, warranties, and covenants effective as to the Designated Entity during the full time this Agreement is effective:

15.0.1 Good Standing

Designated Entity is duly organized or formed, as applicable, validly existing and in good standing under the laws of its State of organization or formation, and is in good standing under the laws of the respective State(s) in which it is incorporated.

15.0.2 Authority

Designated Entity has the right, power and authority to enter into this Agreement, to become a Party thereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of Designated Entity, enforceable against Designated Entity in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).

15.0.3 No Conflict.

The execution, delivery and performance of this Agreement does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of Designated Entity, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon Designated Entity or any of its assets.

Article 16 – Operation of Project

16.0 Initial Operation.

The following requirements shall be satisfied prior to Initial Operation of the Project:

16.0.1 Execution of the Consolidated Transmission Owners Agreement

Designated Entity has executed the Consolidated Transmission Owners Agreement and is able to meet all requirements therein.

16.0.2 Execution of an Interconnection Agreement

Designated Entity has executed an Interconnection Agreement with the Transmission Owner(s) to whose facilities the Project will interconnect, or such agreement has been filed unexecuted with the Commission.

16.0.3 Operational Requirements

The Project must meet all applicable operational requirements described in the PJM Manuals.

16.0.4 Parallel Operation

Designated Entity shall have all necessary systems and personnel in place to allow for parallel operation of its facilities with the facilities of the Transmission Owner(s) to which the Project is interconnected consistent with the Interconnection Coordination Agreement associated with the Project.

16.0.5 Synchronization

Designated Entity shall have received any necessary authorization from Transmission Provider and the Transmission Owner(s) to whose facilities the Project will interconnect to synchronize with the Transmission System or to energize, as applicable, per the determination of Transmission Provider, the Project.

16.1 Partial Operation.

If the Project is to be completed in phases, the completed part of the Project may operate prior to completion and Required Project In-Service Date set forth in Schedule C of this Agreement, provided that: (i) Designated Entity has notified Transmission Provider of the successful completion of the Project phase; (ii) Transmission Provider has determined that partial operation of the Project will not negatively impact the reliability of the Transmission System; (iii) Designated Entity has demonstrated that the requirements for Initial Operation set forth in Section 16.0 of this Agreement have been met for the Project phase; and (iv) partial operation of the Project is consistent with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice.

Article 17 – Survival

17.0 Survival of Rights.

The rights and obligations of the Parties in this Agreement shall survive the termination, expiration, or cancellation of this Agreement to the extent necessary to provide for the determination and enforcement of said obligations arising from acts or events that occurred while this Agreement was in effect. The Liability and Indemnity provisions in Article 9 also shall survive termination, expiration, or cancellation of this Agreement.

Article 18 – Non-Standard Terms and Conditions

18.0 Schedule E – Addendum of Non-Standard Terms and Conditions.

Subject to FERC acceptance or approval, the Parties agree that the terms and conditions set forth in the attached Schedule E are hereby incorporated by reference, and made a part of, this Agreement. In the event of any conflict between a provision of Schedule E that FERC has accepted and any provision of the standard terms and conditions set forth in this Agreement that relates to the same subject matter, the pertinent provision of Schedule E shall control.

Article 19 – Miscellaneous

19.0 Notices.

Any notice or request made to or by any Party regarding this Agreement shall be made by U.S. mail or reputable overnight courier to the addresses set forth below:

Transmission Provider:
PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403
Attention: Augustine Caven, Senior Manager, Transmission Policy & Project
Management

NEET MidAtlantic:
NextEra Energy Transmission MidAtlantic, Inc.
700 Universe Blvd, UST/JB.
Juno Beach, FL 33408

Attention:
Matt Valle, President, NextEra Energy Transmission
700 Universe Blvd, UST/JB.
Juno Beach, FL 33408
Matt.Valle@NextEraEnergy.com

With copies to:

Matt Coates, Vice President, NextEra Energy Transmission
700 Universe Blvd, UST/JB.
Juno Beach, FL 33408
Matthew.Coates@nexteraenergy.com

Ryan Colley, Executive Director, NextEra Energy Transmission
700 Universe Blvd, UST/JB.
Juno Beach, FL 33408
Patrick.Colley@nexteraenergy.com

Matt Pawlowski, Vice President, NextEra Energy Transmission
700 Universe Blvd, UST/JB.
Juno Beach, FL 33408
matt.pawlowski@nexteraenergy.com

Kaitlin McCormick, Senior Director, NextEra Energy Transmission
700 Universe Blvd, UST/JB.
Juno Beach, FL 33408
kaitlin.mccormick@nexteraenergy.com

NEET Virginia:
NextEra Energy Transmission Virginia, Inc.
700 Universe Blvd, UST/JB.

Juno Beach, FL 33408

Attention:

Matt Valle, President, NextEra Energy Transmission

700 Universe Blvd, UST/JB.

Juno Beach, FL 33408

Matt.Valle@NextEraEnergy.com

With copies to:

Matt Coates, Vice President, NextEra Energy Transmission

700 Universe Blvd, UST/JB.

Juno Beach, FL 33408

Matthew.Coates@nexteraenergy.com

Ryan Colley, Executive Director, NextEra Energy Transmission

700 Universe Blvd, UST/JB.

Juno Beach, FL 33408

Patrick.Colley@nexteraenergy.com

Matt Pawlowski, Vice President, NextEra Energy Transmission

700 Universe Blvd, UST/JB.

Juno Beach, FL 33408

matt.pawlowski@nexteraenergy.com

Kaitlin McCormick, Senior Director, NextEra Energy Transmission

700 Universe Blvd, UST/JB.

Juno Beach, FL 33408

kaitlin.mccormick@nexteraenergy.com

19.1 No Transmission Service.

This Agreement does not entitle the Designated Entity to take Transmission Service under the Tariff.

19.2 No Rights.

Neither this Agreement nor the construction or the financing of the Project entitles Designated Entity to any rights related to Customer-Funded Upgrades set forth in Subpart C of Part VI of the Tariff.

19.3 Standard of Review.

Future modifications to this Agreement by the Parties or the FERC shall be subject to the just and reasonable standard and the Parties shall not be required to demonstrate that such modifications are required to meet the “public interest” standard of review as described in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956), and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956).

19.4 No Partnership.

Notwithstanding any provision of this Agreement, the Parties do not intend to create hereby any joint venture, partnership, association taxable as a corporation, or other entity for the conduct of any business for profit.

19.5 Headings.

The Article and Section headings used in this Agreement are for convenience only and shall not affect the construction or interpretation of any of the provisions of this Agreement.

19.6 Interpretation.

Wherever the context may require, any noun or pronoun used herein shall include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and verbs shall include the plural and vice versa.

19.7 Severability.

Each provision of this Agreement shall be considered severable and if for any reason any provision is determined by a court or regulatory authority of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated, and such invalid, void or unenforceable provision shall be replaced with valid and enforceable provision or provisions which otherwise give effect to the original intent of the invalid, void or unenforceable provision.

19.8 Further Assurances.

Each Party hereby agrees that it shall hereafter execute and deliver such further instruments, provide all information and take or forbear such further acts and things as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.

19.9 Counterparts.

This Agreement may be executed in multiple counterparts to be construed as one effective as of the Effective Date.

19.10 Governing Law

This Agreement shall be governed under the Federal Power Act and Delaware law, as applicable.

19.11 Incorporation of Other Documents.

The Tariff, the Operating Agreement, and the Reliability Assurance Agreement, as they may be amended from time to time, are hereby incorporated herein and made a part hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials.

Transmission Provider: PJM Interconnection, L.L.C.

By: Augustine Caven Sr. Manager, TP&PM Nov 21, 2025
Name Title Date

Printed name of signer: Augustine Caven

Designated Entity: NextEra Energy Transmission MidAtlantic, Inc.

By: Matthew Valle Vice President November 14, 2025 12:12 ET
Name Title Date

Printed name of signer: Matthew Valle

Designated Entity: NextEra Energy Transmission Virginia, Inc.

By: Matthew Valle Vice President November 14, 2025 12:12 ET
Name Title Date

Printed name of signer: Matthew Valle

SCHEDULE A

Description of Project

PJM Baseline Upgrade IDs	Description of Projects	Designated Entity
b3800.102	New 500 kV line from existing 502 Junction substation to Woodside 500 kV substation (bypass Black Oak) (NEET Portion) .	NEET MidAtlantic; NEET Virginia
b3800.106	Woodside 500 kV substation (Except terminations, Transformer, Cap Banks and Statcom).	NEET Virginia
b3800.107	Line Termination cost at Woodside 500 kV for 502 Jct to Woodside 500 kV line.	NEET Virginia
b3800.108	Line Termination cost at Woodside 500 kV for Woodside to Aspen 500 kV line.	NEET Virginia
b3800.109	Termination work for two 500/138 kV transformer at Woodside 500 kV substation	NEET Virginia
b3800.110	Two 500/138 kV transformers at Woodside 500 kV substation.	NEET Virginia
b3800.113	Two 150 MVAR Cap banks and one +500/-300 MVAR STATCOM at Woodside 500 kV substation.	NEET Virginia
b3800.115	Line work for terminating Doubs to Bismark line for Doubs side for Woodside 500 kV substation.	NEET Virginia
b3800.117	Line work for terminating Doubs to Bismark line for Bismark side for Woodside 500 kV substation.	NEET Virginia
b4000.14	Install two new 500 kV dead-end structures near Black Oak substation to interconnect the 502 Junction – Woodside 500 kV transmission line. Adjust Woodside protection scheme for Black Oak loop-in and remove 502 Junction tie.	NEET MidAtlantic

SCHEDULE B

Scope of Work

PJM Baseline Upgrade IDs	Description of Projects	Designated Entity
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SCHEDULE C

Development Schedule

Designated Entity shall ensure and demonstrate to the Transmission Provider that it timely has met the following milestones and milestone dates and that the milestones remain in good standing:

	Milestones			
PJM Baseline Upgrade ID	Execute Interconnection Coordination Agreement: On or before this date, Designated Entity must execute the Interconnection Coordination Agreement or request the agreement be filed unexecuted.	Demonstrate Adequate Project Financing: On or before this date, Designated Entity must demonstrate that adequate project financing has been secured. Project financing must be maintained for the term of this Agreement	Acquisition of all necessary federal, state, county, and local site permits: On or before this date, Designated Entity must demonstrate that all required federal, state, county and local site permits have been acquired. ¹	Required Project In-Service Date: On or before this date, Designated Entity must: (i) demonstrate that the Project is completed in accordance with the Scope of Work in Schedules B of this Agreement; (ii) meets the criteria outlined in Schedule D of this Agreement; and (iii) is under Transmission Provider operational dispatch.

¹ Designated Entity and Transmission Provider acknowledge that Dominion and FirstEnergy have been designated to construct non-competitive upgrades to existing facilities related to the Project. Specifically, Dominion has been assigned Project IDs b38000.118, b3800.120, and b3800.375 (“Dominion Scope”), while FirstEnergy has been assigned Project IDs b3800.103, b3800.104, b3800.105, b3800.111, b3800.112, b38000.114, b3800.116, b3800.128, b3800.129, and b3800.101 (“FirstEnergy Scope”). If Designated Entity obtains all necessary federal, state, county, and local site permits but Dominion and/or FirstEnergy have not obtained the necessary federal, state, county, and local site permits for, respectively, the Dominion Scope or the First Energy Scope, then Designated Entity and Transmission Provider agree to meet within 30 days of the date on which Designated Entity notifies Transmission Provider that it has obtained all necessary federal, state, county, and local site permits to construct the Project to discuss issues related to the Project, including, but not limited to, the status of the Dominion Scope and/or the First Energy Scope, customer costs, and other Designated Entity concerns. After such meeting, Transmission Provider, in its sole discretion, shall determine the appropriate next steps, and such determination by Transmission Provider shall be provided to Designated Entity in writing. Similarly, if Designated Entity fails to meet the milestone for the acquisition of all necessary federal, state, county, and local site permits and all other governmental approvals necessary for construction by the date set forth in this Schedule C, or at any time after such milestone date a governmental approval required for construction is stayed, remanded, vacated or otherwise revoked, in each case for reasons that could not have been remedied by Designated Entity through the exercise of due diligence, then Transmission Provider and Designated Entity shall meet within 30 days to discuss issues, including, but not limited to, the status of the Project,

b3800.102	3/31/2025	5/1/2025	10/31/2029	12/31/2031
b3800.106	3/31/2025	5/1/2025	6/1/2027	12/31/2028
b3800.107	3/31/2025	5/1/2025	10/31/2029	12/31/2031
b3800.108	3/31/2025	5/1/2025	10/31/2029	12/31/2031
b3800.109	3/31/2025	5/1/2025	6/1/2027	12/31/2028
b3800.110	3/31/2025	5/1/2025	6/1/2027	12/31/2028
b3800.113	3/31/2025	5/1/2025	6/1/2027	12/31/2028
b3800.115	3/31/2025	5/1/2025	6/1/2027	12/31/2028
b3800.117	3/31/2025	5/1/2025	6/1/2027	12/31/2028
b4000.14	12/31/2025	12/31/2025	10/31/2029	12/31/2031

customer costs, and other Designated Entity concerns. After such meeting, Transmission Provider, in its sole discretion, shall determine the appropriate next steps, and such determination by Transmission Provider shall be provided to Designated Entity in writing. For the avoidance of doubt, the aforementioned requirements to meet and confer shall not apply to Project IDs b3800.106, b3800.109, b3800.110, b3800.113, b3800.115, and b3800.117, which Transmission Provider has asked Designated Entity to accelerate because such Project IDs correspond to components of the Project that can be energized at an earlier date, independently from the rest of the Project, including the non-competitive Dominion and First Energy scope of work.

SCHEDULE D

PJM Planning Requirements and Criteria and Required Ratings

PJM Baseline Upgrade ID	Required Ratings(MVA): Summer Normal/Summer Emergency/Winter Normal/Winter Emergency	Planning Criteria
b3800.102	4295/4357/5066/5196 SN/SE/WN/WE (MVA)	Projects that comprise 2022 RTEP Window 3 Recommended Solution collectively address the 2027/28 baseline local and regional constraints associated with Data Center load additions in APS and Dominion zones, reactive power needs, and the cumulative impact of over 11,000 MW of generation changes and deactivations. These projects all adhere to all applicable planning criteria, including PJM, NERC, SERC, RFC and local Transmission Owner FERC 715 criteria.
b3800.106	N/A	
b3800.107	N/A	
b3800.108	N/A	
b3800.109	N/A	
b3800.110	485/619/569/654 SN/SE/WN/WE (MVA)	
b3800.113	N/A	
b3800.115	N/A	
b3800.117	N/A	
b4000.14	N/A	

SCHEDULE E

Non-Standard Terms and Conditions

Designated Entity is subject to the cost cap and cost containment commitments set forth in this Appendix.² Designated Entity shall make all filings to applicable regulators necessary to reflect these commitments in rates. PJM shall provide reasonable cooperation and assistance to the Designated Entity in the submission of such filings.

Inclusion of the cost commitment in this Designated Entity Agreement is not intended to preempt the right of any party to seek modifications to be ordered by FERC or otherwise challenge the recovery of costs through the FERC ratemaking process.

The Designated Entity shall notify PJM in writing within a reasonable time after the Designated Entity becomes aware of a condition that would result in (i) the cost commitment being exceeded or (ii) triggering any exclusions to the cost commitment. PJM, in turn, will communicate such information to stakeholders via notice posted on PJM's website and to FERC by written notice.

A. COST OF CAPITAL COMMITMENTS

1. Return on Equity ("ROE") Cap

Designated Entity agrees to cap its return on equity for the Project at the lower of: (i) 9.80% (inclusive of all ROE adders/incentives) or (ii) the ROE approved by FERC for use in the formula rate of the Designated Entity (inclusive of all ROE adders/incentives) ("ROE Cap"). The ROE Cap shall apply to the Project Costs, as defined below, less any retirements, for the life of the Project (i.e, from the date of Initial Operation until the Project is retired and de-energized), subject to the Project Cost Containment described below.

For cost containment provisions below, the "Minimum ROE" will be defined as 7.50%.

² The cost containment commitments stipulated in this Schedule E represent reductions to the revenue requirement determined pursuant to Designated Entity's formula rate on file at FERC. Any revenue requirement components not expressly subject to cost containment commitments set forth in this Schedule E shall be determined using the formula rate on file at FERC. For the avoidance of doubt, the cost containment commitments stipulated in this Schedule E shall not apply to Project ID b4000.14.

2. Allowance for Funds Used During Construction and Construction Work in Progress in Ratebase

Designated Entity will charge an Allowance for Funds Used During Construction (“AFUDC”) to Project Costs during the construction period. During the period when the Project or any phase of the Project is under construction, and for one year after Project completion if the Project or completed phase of the Project is not yet energized, (“Project Construction Period”), Designated Entity agrees to request from FERC the ability to use a hypothetical 55% debt capital structure for purposes of accruing an allowance for funds used during construction (“AFUDC”).

Consistent with FERC precedent, the Designated Entity will not concurrently accrue AFUDC during any period when CWIP is included in ratebase.

3. Equity Capitalization Cap

Following the Project Construction Period, Designated Entity commits to a capital structure of no greater than 45% equity for the life of the Project (“Equity Capitalization Cap”).

B. PROJECT COST CAP

1. Cost Containment with Respect to Project Costs that Exceed the Project Cost Cap

Project Costs above the Project Cost Cap, defined below, less depreciation, will earn a 0% equity return for the life of the Project (i.e., from the date of Initial Operation until the Project is retired and de-energized). Designated Entity will be allowed to recover the associated depreciation and debt cost.

2. Definitions Applicable to Project Cost Cap

As used herein, the following terms have the following meanings:

- a. “Excluded Costs” means any costs and expenses incurred as a result of an Uncontrollable Force, inclusive of AFUDC or CWIP (but, in each case, only if and to the extent such costs and expenses are in excess of the costs and expenses that would have been incurred but for such an Uncontrollable Force) and AFUDC during construction.
- b. “Project Costs” means any and all costs and expenses directly or indirectly incurred by Designated Entity after execution of the Designated Entity Agreement to develop, construct, complete, start-up and commission the Project and place the Project In Service in accordance with the Scope of Work, including without limitation any costs and expenses incurred by

Designated Entity in connection with the following: (i) any taxes, (ii) obtaining permits and other governmental approvals for the Project, (iii) acquiring land and land rights for the Project, (iv) performing any environmental assessments or environmental mitigation/remediation activities in connection with the Project, (v) designing and engineering the Project, (vi) procuring any equipment, supplies and other materials required to complete construction of the Project and place the Project In Service, and (vii) otherwise performing or completing any and all development- and construction-related activities required in connection with the Project as part of the Scope of Work, including but not limited to all site clearing, equipment assembly and erection, testing and commissioning activities contemplated by the Scope of Work, whether performed directly by Designated Entity or by one or more third parties retained by Designated Entity (without regard to whether such third parties are affiliated or nonaffiliated), but excluding in all cases Excluded Costs.

- c. “Scope of Work” means the approved scope of work for the Project, as more particularly described in this Designated Entity Agreement.
- d. “Project Cost Cap” is defined in Table 1 below by PJM Project ID in 2023 dollars and only includes the greenfield substation and greenfield transmission components that is the Designated Entity’s responsibility.
- e. “Uncontrollable Force” means (i) any destruction of or damage to any portion of the Project, or any interruption, suspension or interference with Designated Entity’s (or any contractor’s or subcontractor’s) performance of activities required to complete the Project, which destruction, damage, interruption, suspension or interference is caused by landslides; lightning; earthquakes; hurricanes; tornadoes; typhoons; severe weather; fires or explosions; floods; epidemic; pandemic; acts of a public enemy; acts or threats of terrorism; wars; blockades; riots; rebellions; sabotage; vandalism; insurrections; environmental contamination or damage not caused by Designated Entity (or any contractor or subcontractor); strike or labor disruption or civil disturbances (or governmental actions arising from any of the foregoing), (ii) the issuance or enactment on or after the Effective Date of any Applicable Laws and Regulations or any change in any Applicable Laws and Regulations existing as of the Effective Date that impacts the Project, (iii) any Breach or Default by Transmission Provider of its obligations under this Agreement or any request or action by Transmission Provider to delay or suspend any activities associated with the Project, or (iv) any change in scope of work or delays caused by action or inactions by Transmission Provider, government agencies, or interconnecting or otherwise affected Transmission Owners.

Table 1: Project Cost Cap by PJM Project ID

PJM Project ID	Project Cost Cap (2023 dollars)
b3800.102	\$315,646,814
b3800.106	\$43,967,308
b3800.107	\$517,923
b3800.108	\$517,923
b3800.109	\$1,353,575
b3800.110	\$33,683,170
b3800.113	\$44,222,857
b3800.115	\$517,923
b3800.117	\$517,923
TOTAL PROJECT COST CAP	\$440,945,414

C. SCHEDULE GUARANTEE

Designated Entity confirms that it can meet an in-service date as designated in Table 1 (as permissibly adjusted, the “Guaranteed Completion Date”). Designated Entity agrees to a reduction in the Project-specific ROE recovered in rates according to the following table (the “Schedule Guarantee”):

Months of Delay	Total Reduction in ROE
1	2.5 basis points
2	5 basis points
3	7.5 basis points
4	10 basis points
5	12.5 basis points
6	15 basis points
7	17.5 basis points
8	20 basis points
9	22.5 basis points
10	25 basis points
11	27.5 basis points
12 or more	30 basis points

The Schedule Guarantee is subject to a maximum reduction in the ROE of thirty (30) basis

points. The Guaranteed Completion Date is subject to extension due to (1) an Uncontrollable Force as described herein, or (2) a Force Majeure Event under Article 10 of the Designated Entity Agreement (collectively, “Guaranteed Completion Date Extension Events”) (regardless of whether such events could have been reasonably foreseen by the Designated Entity), if Designated Entity is unable to complete construction of the Project as a result of such Guaranteed Completion Date Extension Events. In the event the Scope of Work is negatively impacted by a Guaranteed Completion Date Extension Event, Designated Entity shall use commercially reasonable efforts to mitigate such impact. Designated Entity shall notify PJM within a reasonable time after the occurrence of a Guaranteed Completion Date Extension Event, which notice shall describe, in reasonable detail, the nature of the event and the actions Designated Entity plans to take to mitigate the impact of the same. Once Designated Entity determines the length of any delay to the critical path progress of the Scope of Work, it shall notify PJM of the same, and the Parties shall reasonably agree on an extension of the Guaranteed Completion Date to reflect the Guaranteed Completion Date Extension Event.

D. EARNED ROE FLOOR

Notwithstanding the foregoing cost containment commitments, Designated Entity’s earned equity return on Project Rate Base shall be no lower than the lower of (i) the Minimum ROE; or (ii) Designated Entity’s FERC-accepted ROE (“ROE Floor”). Designated Entity’s earned ROE for purposes of this section includes its equity return for the year, in dollars (\$), as recovered through the formula rate, including any ROE reductions associated with the Project Cost Cap, Equity Percentage Cap, and Schedule Guarantee stipulated above. If the Earned ROE is less than the ROE Floor, Designated Entity shall recover a revenue requirement adjustment through its formula rate sufficient to produce an Earned ROE equal to the ROE Floor.

E. RELATIONSHIP BETWEEN PROJECT COST CAP AMOUNT AND SECURITY

1. On December 11, 2023, the PJM Board approved the 2022 RTEP Window 3 Projects, including baseline upgrades with an estimated overall RTEP net increase of approximately \$5,085.85 million, including an estimated \$440,945,414 for projects b3800.102, b3800.106, b3800.107, b3800.108, b.3800.109, b3800.110, b3800.113, b3800.115, and b3800.117, which is equal to the Project Cost Cap for the Project. As set forth in Section 3.0 of this Agreement, the Parties agree to a security amount of \$25,500,000, which is three percent of PJM’s current estimated cost for the Project and is greater than three percent of the Project Cost Cap (“Increased Security”). The Parties agree that the Increased Security is intended to mitigate the risk of the difference between the Project Cost Cap and PJM’s current estimated cost of the Project. The

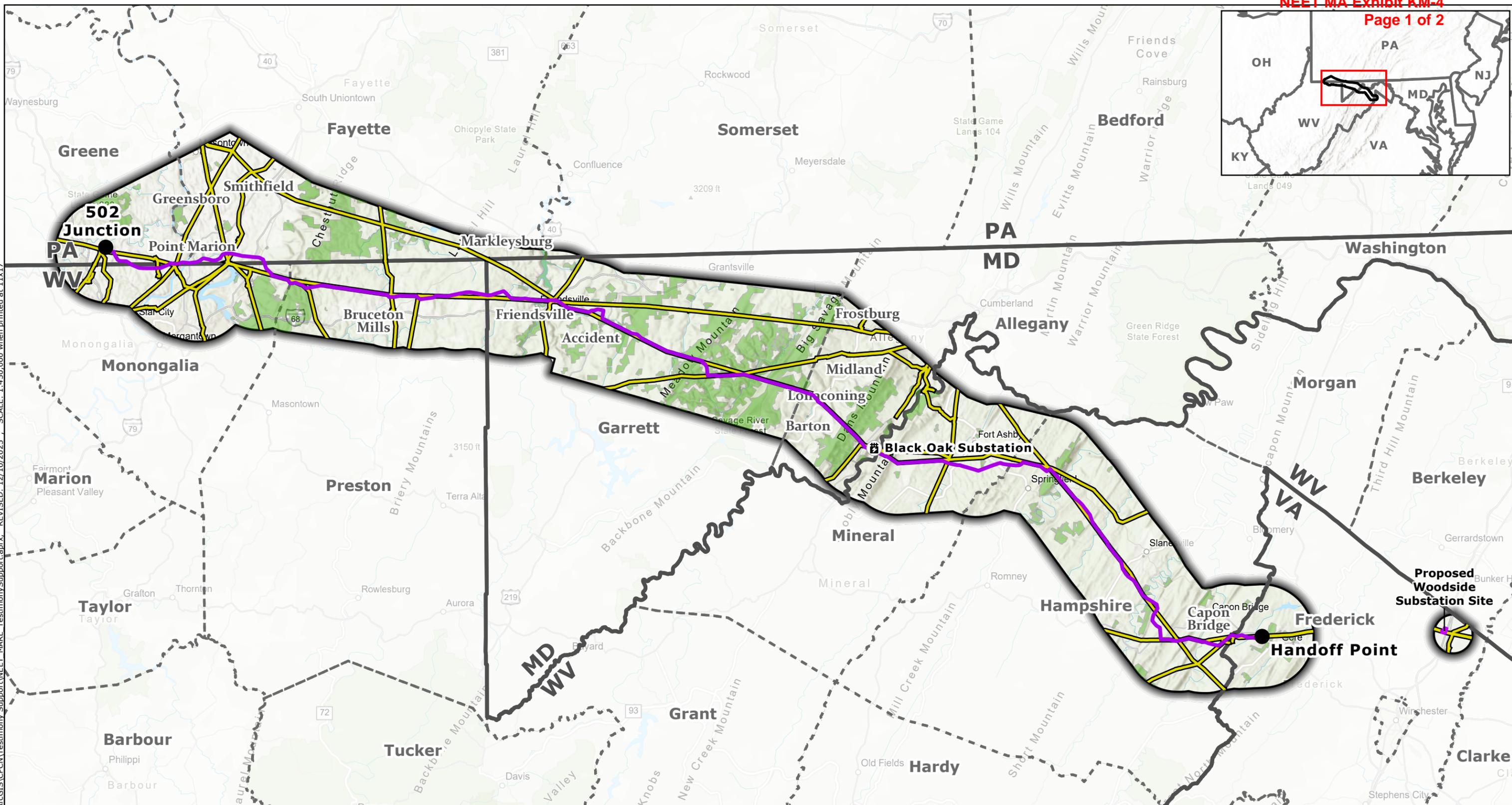
Increased Security amount is unrelated to and does not affect the foregoing cost containment provisions.

2. For clarity, the sole purpose of the Project Cost Cap is to define the level of Project Costs above which the Designated Entity will earn a 0% ROE, as set forth in Part B.1 of this Schedule E. In accordance with Operating Agreement, Schedule 6, section 1.5.8(e), nothing in this Agreement is determinative as to whether the aggregate costs incurred on the Project are prudent and reasonable.

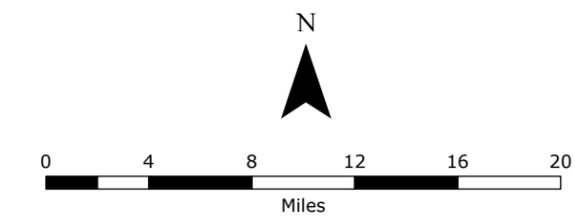


* East-West Tie, LP. is an indirect, partly-owned subsidiary of NextEra Energy Resources, LLC that is under the control of NextEra Energy Transmission, LLC.

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- Legend**
- Project Endpoints
 - ⚡ Black Oak Substation
 - ▭ Proposed Substation Boundary
 - Proposed Route
 - ▭ Project Study Area
 - Existing High-Voltage Transmission Lines
 - ▭ State Border
 - ▭ County Boundary
 - ▭ Protected Areas*



NOTES
 1. Data source: NEET, ERM, USGS, REXTAG, NCED, MDNR, MDIMAP, PASDA, WVDEP, VADCR
 *Protected Areas includes local, county, state and federal parks, conservation easements, agricultural easements, state forests, and wildlife management areas.

Exhibit KM-4
Map of the Proposed MARL Project
 MidAtlantic Resiliency Link



MIDATLANTIC RESILIENCY LINK PROJECT
PROPOSED ROUTE
PRELIMINARY PERMIT MATRIX

Permit Jurisdiction	Status	Name of Permit, Approval, Review, License Type	Office/Agency Issuing Permit/Approval/ Review	Review, Approval, or Permit	Estimated Application Submittal Date	Estimated Permit Issuance Date	Notes
Federal							
Federal	Not Started	Section 404 of the Clean Water Act (CWA) and Section 10 of the Rivers and Harbors Act (RHA) of 1899 <u>Potential Permitting Paths:</u> Pennsylvania State Programmatic General Permit-6 (PASPGP-6) Maryland State Programmatic General Permit-6 (MDSPGP-6) Nationwide Permit(s) Individual Permit (IP)	USACE Pittsburgh District (Pennsylvania) USACE Pittsburgh District (West Virginia) USACE Baltimore District (Maryland) USACE Norfolk District (Virginia)	Permit	May 2027	October 2028	Required for temporary/permanent impacts (in whole or partial) to jurisdictional wetlands, waterbodies, streams, lakes, ponds, or floodways that have been deemed Waters of the United States (WOTUS) by USACE. Permit type will depend on regulated resource impacts associated with final route design, access roads, and pole locations.
Federal	Not Started	Section 408 of the Rivers and Harbors Act of 1899	USACE Pittsburgh District	Permission	May 2027	October 2028	Required for alterations to existing USACE Civil Works projects. Impacts at USACE Civil works projects may require approval.
Federal	Not Started	Application for Transportation, Utility Systems, Telecommunications, and Facilities on Federal Lands and Property	USACE Pittsburgh District, Real Estate Division	Special Use Authorization	TBD	TBD	Required to grant a right-of-way for utilities across federal land managed by the USACE, including the Youghiogheny River Lake.
Federal	Not Started	Consultations under Section 7 of the Endangered Species Act	USFWS Pennsylvania Ecological Services Field Office USFWS Chesapeake Bay Ecological Services Field Office USFWS West Virginia Ecological Services Field Office USFWS Virginia Ecological Services Field Office	Concurrence	May 2027	August 2028	Required for all federal permitting, especially pertaining to Section 404 of the CWA, or if there is potential to impact federally listed species or their habitat.
Federal	Not Started	Migratory Bird Treaty Act (MBTA)	USFWS	Consultation	May 2027	August 2028	Required if there is potential to impact migratory birds or their habitat.
Federal	Not Started	Bald and Golden Eagle Protection Act (BGEPA)	USFWS	Consultation and/or Permit	May 2027	August 2028	Required if there is potential to impact bald and golden eagles, including individuals, nests, eggs, etc. Required when there is the "take" of bald and golden eagles, including disturbances, injury or nest removal.

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Permit Jurisdiction	Status	Name of Permit, Approval, Review, License Type	Office/Agency Issuing Permit/Approval/ Review	Review, Approval, or Permit	Estimated Application Submittal Date	Estimated Permit Issuance Date	Notes
Federal	Not Started	Federal Aviation Administration (FAA) (FAA Form 7460-1)	FAA	Permit	To Be Determined (TBD)	TBD	Notification required if temporary or permanent structures exceed 200 feet in height and/or if the structure is located within the distance to height ratio from the nearest point of a FAA designated public or military airport or public heliport.
Federal	Not Started	Section 106 of the National Historic Preservation Act	Delegated to State Historic Preservation Office (SHPO)	Approval	May 2027	May 2028	Required for all federal permitting, especially pertaining to Section 404 of the CWA. <i>See individual state SHPOs.</i>
Federal	In Progress	Archaeological Resources Protection Act (ARPA)	USACE Pittsburgh District	Permit	October 2025	December 2025	Required prior to cultural resources surveys on federally-owned or managed lands.
MARYLAND							
Maryland – State							
State	In Progress	Certificate of Public Convenience and Necessity (CPCN)	Maryland Public Service Commission (PSC)	Certificate	December 2025	April 2027	A CPCN must be obtained from the Maryland PSC for installation of electric transmission lines in Maryland.
State	Not Started	Joint Permit Application (JPA) for the Alteration of any Floodplain, Waterway, Tidal or nontidal wetland in Maryland	Maryland Department of the Environment (MD DEP)	Permit	May 2027	August 2028	JPA is Required for any temporary/permanent impacts to floodplains, waterways, tidal, or nontidal wetlands in MD. Section 401 and non-federally jurisdictional waters are reviewed as part of this process.
State	Not Started	Section 401 Maryland State Water Quality Certification	MD DEP	Permit	TBD	TBD	Section 401 WQC conditions are incorporated into the MDSPGP-6. If the Project cannot comply with the WQC conditions issued as part of the MDSPGP-6, then an individual 401 WQC is required.
State	Not Started	Development of a Forest Stand Delineation and Forest Conservation Plan (Forest Conservation Act)	Maryland Department of Natural Resources (MD DNR)	Review/ Approval	May 2027	August 2028	Required to document and protect forest resources when planning development activities in Maryland. Applicable on state-owned lands. Garrett and Allegany Counties are otherwise exempt.
State	Not Started	NPDES Permit for Stormwater Associated with Construction Activities (General Permit No. 20-CP)	MD DEP	Permit	March 2027	June 2027	General permit needed when disturbing greater than one acre of land. An ESCP and Stormwater Pollution Prevention Plan (SWPPP) are required.
State	Not Started	Nongame and Endangered Species Conservation Act	MD DNR	Coordination	May 2027	August 2028	Coordination with MD DNR is required as part of the state/local permitting process to determine potential impacts on state protected species under COMAR 08.03.08. <i>See above for information related to USFWS coordination and consultation.</i>

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Permit Jurisdiction	Status	Name of Permit, Approval, Review, License Type	Office/Agency Issuing Permit/Approval/ Review	Review, Approval, or Permit	Estimated Application Submittal Date	Estimated Permit Issuance Date	Notes
State	Not Started	Roadside Tree Care Permit	MD DNR	Permit	TBD	TBD	Permit required prior to the removal, trim, planting, or care for a tree or shrub that grows in whole or in part within a public road right-of-way. This applies to underground activities that impact a tree's roots as well. Alleghany and Garrett Counties defer to the state for this permit.
State	Not Started	Maryland Historical Trust Act	Maryland Department of Planning, Maryland Historical Trust (MHT)	Approval	December 2025	August 2028	The project will require a Certificate of Public Convenience and Necessity (CPCN) from Maryland's Public Service Commission (PSC) and is therefore subject to state historic preservation review pursuant to the Maryland Historical Trust Act at Sections 5A-325 and 5A-326 of the State Finance and Procurement Article. As with many new transmission lines, the project may require a Section 404 Joint Permit from the U.S. Army Corps of Engineers.
State	Not Started	Oversize/Overweight Hauling Permit	Maryland Department of Transportation (MDOT) State Highway Administration, District 6	Permit	TBD	TBD	Required for oversize/overweight infrastructure on MDOT-regulated roadways. MDOT permit requirements are subject to final design.
State	Not Started	Commercial/Industrial Access Permit	MDOT State Highway Administration	Permit	TBD	TBD	Required for entrances for commercial or industrial site access (new or modified) and temporary construction access. MDOT permit requirements are subject to final design.
State	Not Started	District 6 Access/Utility Permit	MDOT State Highway Administration, District 6	Permit	TBD	TBD	Required for any activities within the MDOT right-of-way, including construction or modifications to existing roads, driveways, or sidewalks. MDOT permit requirements are subject to final design.
State	Not Started	Water Appropriation & Use Permit for Construction Dewatering	MDE	Permit	TBD	TBD	For any withdrawal from Maryland's surface or groundwater—such as trench dewatering, foundation drainage, or diverting stream water—with exceptions for temporary dewatering during construction, including but not limited to: <ul style="list-style-type: none"> The duration of the dewatering including intermittent nonpumping periods is expected to be less than 30 days; and the average water use does not exceed 10,000 gallons/day. Other users of ground water less than 5,000 gpd as an annual average.

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Permit Jurisdiction	Status	Name of Permit, Approval, Review, License Type	Office/Agency Issuing Permit/Approval/ Review	Review, Approval, or Permit	Estimated Application Submittal Date	Estimated Permit Issuance Date	Notes
State	Not Started	Maryland General Discharge Permit No. 17-HT (NPDES NO. MDG67)	MDE	Permit			This permit covers discharges to surface or groundwater located within the territorial boundaries of the state of Maryland including dewatering from construction activities. Submission of a Notice of Intent is only required for discharges of uncontaminated dewatering which are not covered under another permit and are either greater than 10,000 gallons per day (as a monthly average) or require the use of chemical additives to meet water quality standards.
Maryland – Local							
Local	Not Started	Garrett County Floodplain Management Permit	Garrett County Permits and Inspections Office	Permit	TBD	TBD	Required for development in any designated floodplain area as depicted on FIRM mapping. All state permits must be presented prior to receiving the county floodplain permit. Variance needed if exceeding 600 cubic yards of fill per parcel/lot.
Local	Not Started	Allegany Floodplain Plain Review	Allegany County Planning and Zoning	Review	TBD	TBD	Required for development in any designated floodplain area, including but not limited to filling, grading, construction and substantial improvement, erecting or installing a temporary structure, or alternation of a watercourse.
Local	Not Started	Stormwater Review	Allegany and Garrett County Soil and Water Conservation Districts (SWCD)	Approval	March 2027	June 2027	Approval of the erosion and sediment control plan and stormwater management plan is required from the SWCD. Concurrent with state review but requires separate submittal.
Local	Not started	Land Use Permit	Allegany County Office of Permitting and Licensing	Permit	TBD	TBD	Required for all new construction greater than 100 square feet of disturbance.
Local	Not Started	Major Site Plan Review	Allegany County Major Site Plan Review Committee	Approval	TBD	TBD	Required for development which results in movement of greater than 250 cubic yards of earth or 20,000 square feet of surface area.
Local	Not Started	Soil Conservation District Concurrence	Allegany County Soil Conservation District	Review	TBD	TBD	Zoning Code Section 360-76 requires concurrence from the Soil Conservation District for major site plans. <i>See above for information related to Allegany County Major Site Plan Review.</i>
Local	Not Started	Grading Permit	Garrett County Department of Community Development, Permits and Inspection Division	Permit	TBD	TBD	Required for disturbance greater than or equal to 100 cubic yards of earth or 5,000 square feet of surface area.

MIDATLANTIC RESILIENCY LINK PROJECT
PROPOSED ROUTE
PRELIMINARY PERMIT MATRIX

Permit Jurisdiction	Status	Name of Permit, Approval, Review, License Type	Office/Agency Issuing Permit/Approval/ Review	Review, Approval, or Permit	Estimated Application Submittal Date	Estimated Permit Issuance Date	Notes
Local	Not Started	Entrance Permit	Garrett County Department of Community Development, Permits and Inspection Division Garrett County Roads Department	Permit	TBD	TBD	Required for all proposed access from a County road, including access for commercial and industrial uses. County road permit requirements are subject to final design.
PENNSYLVANIA							
Pennsylvania - State							
State	In Progress	CPC	Pennsylvania Public Utility Commission (PUC)	Certificate	December 2025	December 2026	Approval from the PA PUC necessary when constructing an overhead high voltage transmission line (design voltage of greater than 100 kV).
State	In Progress	Siting Permit	Pennsylvania Public Utility Commission (PUC)	Permit	December 2025	December 2026	Approval from the PA PUC necessary when constructing an overhead high voltage transmission line (design voltage of greater than 100 kV).
State	Not Started	Chapter 105 Water Obstruction and Encroachment Permit or Waiver	PADEP Bureau of Waterways, Engineering, and Wetlands (Southwest Regional Office)	Permit	May 2027	May 2028	PADEP Chapter 105 permits are required for activities in, along, or across watercourses, floodways, or bodies of water (including wetlands).
State	Not Started	Section 401 Pennsylvania State Water Quality Certification	PADEP Bureau of Waterways, Engineering, and Wetlands (Southwest Regional Office)	Certificate	May 2027	May 2028	Project-specific 401 WQC is required where USACE Section 404 permitted activities are not also covered by a PA Chapter 105 permit and/or where activities are not eligible for coverage under PASPGP-6. In addition, where activities require federal authorization other than under Section 404/Section 10, project-specific 401 WQC is required.
State	Not Started	Chapter 106 Obstructions in Floodplains for Commonwealth of PA or Political Subdivisions of the Commonwealth	PADEP Bureau of Waterways, Engineering, and Wetlands (Southwest Regional Office)	Permit	May 2027	May 2028	Public utilities must apply for and obtain written permission to construct, modify, remove, destroy or abandon a highway obstruction or an obstruction in a floodplain. <i>See below for information about local stormwater permitting.</i>
State	Not Started	Submerged Lands License Agreement (SLLA)	PADEP Bureau of Waterways, Engineering, and Wetlands (Southwest Regional Office)	Approval	May 2027	May 2028	Impacts to submerged lands owned by the Commonwealth of Pennsylvania, typically for structures or activities located on, over, in, or under navigable waters.
State	Not Started	Chapter 102 National Pollutant Discharge Elimination System (NPDES) Permit and Post-Construction Stormwater Review	PADEP Bureau of Waterways, Engineering, and Wetlands (Southwest Regional Office)	Permit	May 2027	June 2028	Required for earth disturbance of 1 acre or more, excluding agricultural plowing/tilling, animal heavy use areas, timber harvesting, or road maintenance.
State	Not Started	PNDI Environmental Review Receipt	Pennsylvania Game Commission (PGC)	Concurrence	May 2027	May 2028	As required through the PNDI process, PGC, PA DCNR, and PFBC will be contacted to provide information on

MIDATLANTIC RESILIENCY LINK PROJECT
 PROPOSED ROUTE
 PRELIMINARY PERMIT MATRIX

Permit Jurisdiction	Status	Name of Permit, Approval, Review, License Type	Office/Agency Issuing Permit/Approval/ Review	Review, Approval, or Permit	Estimated Application Submittal Date	Estimated Permit Issuance Date	Notes
			Pennsylvania Department of Conservation and Natural Resources (PA DCNR) Pennsylvania Fish and Boat Commission (PFBC) USFWS				potential impacts to threatened and endangered species under their jurisdiction. <i>See above for information related to USFWS coordination and consultation.</i>
State	Not Started	Historic Resources Review for compliance with Pennsylvania History Code	Pennsylvania Historical and Museum Commission (PHMC)	Approval	May 2027	May 2028	Applicable to projects requiring state licensing, funding, or permitting (additionally projects on Commonwealth land or involving Commonwealth property; or being undertaken by Commonwealth agencies or instrumentalities of the state). SHPO follows the Section 106 process in the review of state actions to ensure consistency for projects with both federal and state involvement.
State	Not Started	Oversize/Overweight Hauling Permit	Pennsylvania Department of Transportation (PennDOT)	Permit	TBD	TBD	Required for hauling oversized/overweight structures in Greene and Fayette Counties. PennDOT permit requirements are subject to final design.
State	Not Started	Highway Occupancy Permit	PennDOT	Permit	TBD	TBD	Required for access to PennDOT right-of-way. PennDOT permit requirements are subject to final design.
State	Not Started	Utility Permit	PennDOT	Permit	TBD	TBD	Required for the installation, repair, or removal of lines and systems serving the public.
State	Not Started	Driveway/Local Road Permit	PennDOT	Permit	TBD	TBD	Required for installation, alteration, or removal of driveways or streets connecting to a highway and nearby property. PennDOT permit requirements are subject to final design.
State	N/A	SRBC/DRBC Consumptive Use & Withdrawal Approvals	Susquehanna River Basin Commission / Delaware River Basin Commission	Permit	N/A	N/A	Basin commission approvals supersede state permits; consumptive use mitigation fees may apply. The MARL Study Area is within the SRBC in the eastern portion of Somerset County. Based on current route this permit is not applicable.
State	Not Started	Water Allocation Permit (outside basin jurisdictions)	PADEP Bureau of Safe Drinking Water	Permit	TBD	TBD	Required for large withdrawals not under SRBC/DRBC jurisdiction (total withdrawal from the point of withdrawal, or multiple points of withdrawal operated as a system either concurrently or sequentially, within a watershed exceeds an average rate of 10,000 gallons per day in any 30-day period or obtains water through an interconnection (purchase) with another person in an amount that exceeds an average rate of

MIDATLANTIC RESILIENCY LINK PROJECT
PROPOSED ROUTE
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Permit Jurisdiction	Status	Name of Permit, Approval, Review, License Type	Office/Agency Issuing Permit/Approval/ Review	Review, Approval, or Permit	Estimated Application Submittal Date	Estimated Permit Issuance Date	Notes
							100,000 gallons per day in any 30-day period unless within an area designated as a critical water planning area and the purchase amount exceeds an average rate of 10,000 gallons per day in any 30-day period).
State	Not Started	Residual Waste / Industrial Waste Permits	PADEP	Permit	TBD	TBD	Required if processing and/or the beneficial use of residual waste. General permits may be applicable depending on waste type.
Pennsylvania - Local							
Local	Not Started	NPDES Permit/Chapter 102 E&S Plan	Greene and Fayette County Conservation Districts (CCD)	Permit	May 2027	June 2028	Required if earth disturbance is proposed. Greene and Fayette Counties have delegated authority for project review under the state NPDES and permit issuance under PAG-02 unless the project goes through HQ/EV watershed.
Local	Not Started	Zoning Permit	Springhill Township Zoning Officer	Permit	TBD	TBD	Required for new construction, structural alteration, development, or change in the use of a building or lot within Springhill Township shall apply for a Zoning Permit.
Local	Not Started	Erosion and Sediment Control Program	Greene County Conservation District	Review	TBD	TBD	Required for earth disturbance and/or stream encroachment activities in Greene County.
Local	Not Started	Zoning Review	Dunkard Township Staff and Greene County	Review	TBD	TBD	Dunkard Township review may be required based on proposed development, and additional coordination with Dunkard township will be required to determine zoning review process.
WEST VIRGINIA							
West Virginia - State							
State	In Progress	CPCN	West Virginia PSC	Certificate	December 2025	January 2027	Approval from the WV PSC necessary when constructing a high-voltage transmission line (200kV or higher), unless it is an ordinary extension of an existing system in the usual course of business.
State	Not Started	Section 401 West Virginia State Water Quality Certification	West Virginia Department of Environmental Protection (WVDEP)	Certificate	May 2027	March 2028	Any permit or license issued by a federal agency, including CWA Section 404, RHA Section 10, and USACE NWP and IPs, when encroaching, impacting, or disturbing wetlands, streams, and other waterbodies.
State	Not Started	West Virginia State Waters Permit	WVDEP	Permit	August 2027	March 2028	Any activity that may cause an alteration to the physical or biological integrity of the waters of West Virginia. This includes any activity or discharge that affects federally non-jurisdictional (or isolated) waters.

MIDATLANTIC RESILIENCY LINK PROJECT
PROPOSED ROUTE
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Permit Jurisdiction	Status	Name of Permit, Approval, Review, License Type	Office/Agency Issuing Permit/Approval/ Review	Review, Approval, or Permit	Estimated Application Submittal Date	Estimated Permit Issuance Date	Notes
							This will only apply if there are federally non-jurisdictional waters affected by the Project.
State	Not Started	West Virginia NPDES General Water Pollution Control Permit for Stormwater Associated with Construction Activities (General Permit WV0115924)	WVDEP	Permit	May 2027	August 2027	Disturbance of one acre or greater, including smaller sites that are part of a larger common plan of development, to obtain authorization to discharge stormwater under a WVDEP/NPDES Construction Stormwater General Permit.
State	Not Started	Office of Land and Streams (OLS) Right-of-Entry	West Virginia Division of Natural Resources (WVDNR)	Approval	May 2027	August 2027	A project involving activity in/over a river or stream requires a Right-of-Entry issued by the OLS.
State	Not Started	Rare, Threatened, and Endangered Species	WVDNR	Coordination	May 2027	March 2028	West Virginia does not have state-listed species but coordination with WVDNR may be required to support federal consultation. <i>See above for information related to USFWS coordination and consultation.</i>
State	Not Started	Right of Way Entry Permit Application	West Virginia Department of Transportation (WV DOT), Division of Highways	Permit	TBD	TBD	Required for all rights-of-way entry upon, over, or across the state road rights-of-way in the state of West Virginia. WV DOT permit requirements are subject to final design. Water withdrawals are included as part of this application.
State	Not Started	Utility Permit, Districts 4 and 5	West Virginia WV DOT, Division of Highways	Permit	TBD	TBD	Required for all utilities located within the WV DOT rights-of-way. WV DOT permit requirements are subject to final design.
State	Not Started	Oversize/Overweight Hauling Permit	West Virginia WV DOT	Permit	TBD	TBD	Required for hauling oversized/overweight structures in Hampshire and Mineral Counties. WV DOT permit requirements are subject to final design.
West Virginia - Local							
Local	Not Started	Monongalia Floodplain Permit	Monongalia County Commission	Permit	TBD	TBD	Required for any development, new construction, substantial improvement, repair of substantial damage, other repairs, or the placement or relocation of any structure within the area of or directly adjacent to the floodplain.
Local	Not Started	Monongalia County Notice of Improvement Form	Monongalia County Planning Director	Permit	TBD	TBD	Required for the construction, erection, installation, placement, rehabilitation, or renovation of any structure, or the development of any land.
Local	Not Started	Preston Floodplain Permit	Preston County Office of Emergency Management	Permit	TBD	TBD	Required for development and the construction, substantial improvement, or relocation of any building or structure within the floodplain area.
Local	Not Started	Mineral Floodplain Permit	Mineral County Floodplain Administrator	Permit	TBD	TBD	Required for projects involving development, new construction,

MIDATLANTIC RESILIENCY LINK PROJECT
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Permit Jurisdiction	Status	Name of Permit, Approval, Review, License Type	Office/Agency Issuing Permit/Approval/ Review	Review, Approval, or Permit	Estimated Application Submittal Date	Estimated Permit Issuance Date	Notes
							significant repairs, or the placement of any structure within a regulated floodplain
Local	Not Started	Hampshire Floodplain Permit	Hampshire County Planning Office (Floodplain Administrator)	Permit	TBD	TBD	Required for the construction, substantial improvement, or relocation of any building or structure within the floodplain area.
VIRGINIA							
Virginia - State							
State	In Progress	CPCN	Virginia State Corporation Commission (SCC)	Certificate	December 2025	December 2026	Approval from the VA SCC is necessary when constructing any transmission line of 138 kV or greater and associated facilities.
State	Not Started	Section 401 Virginia State Water Quality Certification	Virginia Department of Environmental Quality (VDEQ)	Certificate	May 2027	March 2028	As the certifying authority, DEQ provides a Section 401 WQC decision for USACE Nationwide permits and Regional permits. DEQ can also provide a WQC decision by issuing a VWP permit.
State	Not Started	Virginia Water Protection Program (VWP) Permit	Virginia Department of Environmental Quality (VDEQ)	Permit	May 2027	March 2028	VWP Permit coverage is required for impacts to State Waters and is reviewed as part of the JPA submittal to expedite applications. The USACE is the central point of receipt for JPA and VDEQ review is conducted concurrently.
State	Not Started	General VPDES Permit for Discharges of Stormwater from Construction Activities	VDEQ: Virginia Stormwater Management Program	Permit	May 2027	December 2027	Required for stormwater discharges, regardless of construction size.
State	Not Started	Virginia Endangered Species Act Consultation: Virginia Natural Heritage Environmental Review	Virginia Department of Conservation and Recreation (VDCR)	Consultation	May 2027	March 2028	Required when there are potential impacts to natural heritage resources (rare animals, rare plants, exemplary natural communities and significant geologic features).
State	Not Started	Virginia Endangered Species Act	Virginia Department of Wildlife Resources (VDWR) Virginia Department of Agricultural and Consumer Services (VDACS)	Consultation	May 2027	March 2028	VDWR and VDACS are consulting agencies under the USFWS Coordination Act. Coordination with VDWR and VDACS is recommended as part of the federal/state permitting process to determine potential impacts to imperiled wildlife and designated wildlife resources. VDWR conducts review concurrent with these applications. <i>See above for information related to USFWS coordination and consultation.</i>
State	In Progress	Historic Resources Review for compliance with SCC's Title 56	Virginia Department of Historic Resources (VDHR)	Approval	December 2025	December 2026	Runs concurrent with the SCC's CPCN review.

MIDATLANTIC RESILIENCY LINK PROJECT
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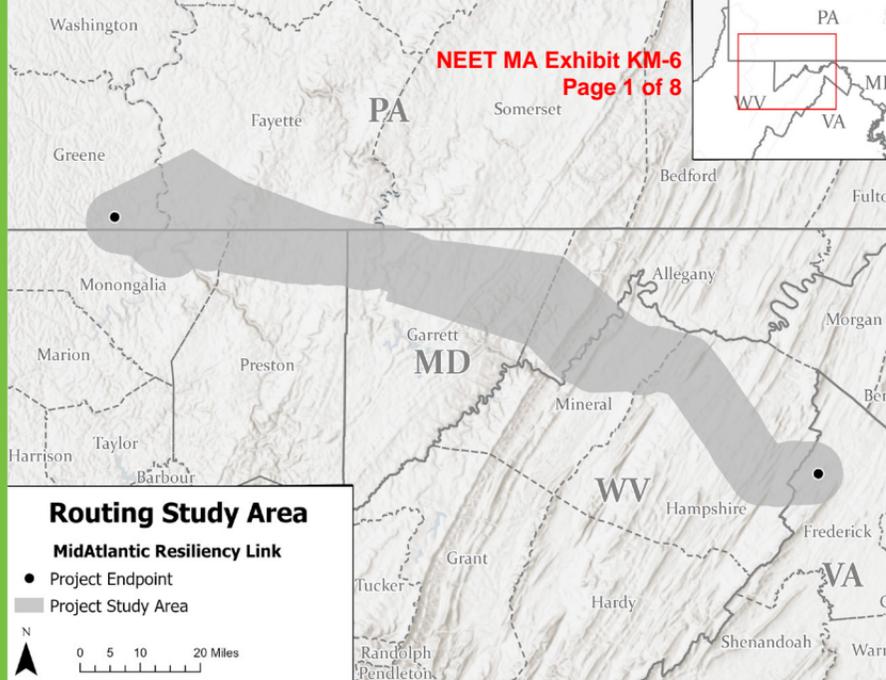
Permit Jurisdiction	Status	Name of Permit, Approval, Review, License Type	Office/Agency Issuing Permit/Approval/ Review	Review, Approval, or Permit	Estimated Application Submittal Date	Estimated Permit Issuance Date	Notes
State	Not Started	Land Use Permit (LUP-A)	Virginia Department of Transportation (VDOT)	Permit	TBD	TBD	Required for any activities on or near a VDOT road. VDOT permit requirements are subject to final design.
State	N/A	Virginia Pollution Abatement (VPA) Permit	VADEQ	Permit	N/A	N/A	Only required for land application of wastewater, biosolids, or industrial wastes where pollutants may reach groundwater. Covers agricultural use of biosolids, lagoon systems, and spray irrigation.
State	Not Started	Surface Water Withdrawal Permit	VADEQ, Office of Water Supply	Permit	TBD	TBD	Required if withdrawing from non-groundwater sources (i.e., lakes, ponds) for the following scenarios: Projects for surface water withdrawals that total more than 10 thousand gallons per day from nontidal waters; Projects for surface water withdrawals that total more than 2 million gallons per day from tidal waters; Withdrawals for agricultural use that total more than 1 million gallons in a single month from nontidal waters; Withdrawals for agricultural use that total more than 60 million gallons in a single month from tidal waters. Must demonstrate protection of instream flows and aquatic life. Requires safe yield analysis and evaluation of cumulative withdrawals. May require seasonal withdrawal limits to protect downstream users
State	N/A	Groundwater Withdrawal Permit	VADEQ, Office of Water Supply	Permit	N/A	N/A	Required if withdrawing in management areas >300,000 gal/month. Requires hydrogeologic evaluation. Permit conditions may include monitoring, reporting, and metering of withdrawals. Frederick County is not within a designated Groundwater Management Area and permit is likely not applicable.
Virginia - Local							
Local	Not Started	Frederick County Floodplain Permit	Frederick County Zoning Department – Floodplain Administrator	Permit	TBD	TBD	Required if impacting Flood Zone AE, including fill, new construction, substantial improvements, or other development.
Local	Not Started	Frederick County Land-Disturbing Permit	Frederick County Public Works Department (Designated authority under Virginia Erosion and Stormwater Management Program)	Permit	TBD	TBD	Required for all land-disturbing activities. Frederick County is designated as a Virginia Stormwater Management Program (VSMP) authority and review of stormwater is conducted at the local level.

ONLINE SURVEY

NextEra Energy Transmission, LLC subsidiaries¹ invite you to **share your input** regarding the **MidAtlantic Resiliency Link**, a proposed electric transmission line project in the region.

Your feedback on this survey is very valuable to the process, but you will also have several opportunities to provide additional feedback as the planning process continues. We anticipate hosting in-person open houses in Spring 2025 and filing with the state commissions in Fall 2025.

¹NextEra Energy Transmission MidAtlantic, Inc. and NextEra Energy Transmission Virginia, Inc. are subsidiaries of NextEra Energy Transmission, LLC.



At this time, no route has been selected. The map above demonstrates the study area for which the end points were determined by the regional grid operator. Once a route is selected, the total corridor is expected to be approximately 200-feet wide.

Please visit www.midatlanticresiliencylink.com or scan the **QR code** to learn more about the project.





About the MidAtlantic Resiliency Link

The MidAtlantic Resiliency Link is a proposed project selected by the regional grid operator to serve the **critical need for reliable electricity** in the region by building a new approximately 105-mile 500-kilovolt (kV) transmission line across Maryland, Pennsylvania, West Virginia and Virginia as well as a new 500/138-kV substation in Virginia. Beyond enhancing reliability, the project will spur job opportunities and investment in the local community while also generating additional opportunities for economic development.

About NextEra Energy Transmission, LLC

NextEra Energy Transmission, LLC, a subsidiary of NextEra Energy, Inc., LLC, is a leading competitive electric transmission company in North America. NextEra Energy Transmission, LLC's subsidiaries and affiliates own, develop, finance, construct, operate and maintain transmission assets across the continent.

www.midatlanticresiliencylink.com | MARL@nexteraenergy.com | 833-849-1461

The MidAtlantic Resiliency Link invites you to attend an open house to learn more about the project.

Please stop by any of the open houses as your schedule allows. There will not be a formal presentation. Project representatives will be available to answer questions and provide project-related information.

OPEN HOUSES

All open houses are from 3 p.m. - 7 p.m.

May 5 Slanesville Volunteer Fire Company
6951 Bloomery Pike, Slanesville, WV 25444

May 6 Friendsville Volunteer Fire and Rescue Department
122 Walnut Street, Friendsville, MD 21531

May 7 Good Will Fire Company Armory
2 Advocate Court, Lonaconing, MD 21539

May 8 Greater Cumberland Regional Airport
165 Terminal Loop, Wiley Ford, WV 26767

May 12 Erickson Alumni Center
1 Alumni Drive, Morgantown, WV 26506

May 13 Fairchance Volunteer Fire Department
31 Pittsburgh Street, Fairchance, PA 15436

May 14 Bruceton Brandonville Volunteer Fire Department
142 Union Street, Bruceton Mills, WV 26525

May 20 Gore Volunteer Fire & Rescue Company
7184 Northwestern Turnpike, Gore, VA 22637

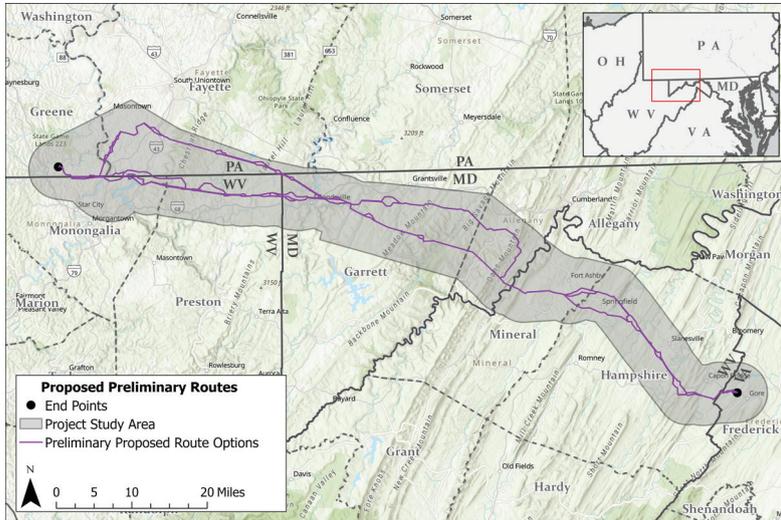
Contact Us | 833-849-1461 | MARL@nexteraenergy.com | www.midatlanticresiliencylink.com

*NextEra Energy Transmission MidAtlantic, Inc. and NextEra Energy Transmission Virginia, Inc. are subsidiaries of NextEra Energy Transmission, LLC.



Join us for an open house

NextEra Energy Transmission subsidiaries¹ invite you to provide feedback on the MidAtlantic Resiliency Link, an approximately 105-mile 500-kV transmission line and 500/138-kV substation that's designed to improve the reliability of the electric grid. Attend the open houses to provide your input on the draft route options.



At this time, no route has been selected. The map above shows draft routes for the proposed transmission line that have been identified after field reviews, technical studies and public input. Once a route is determined, the total corridor is anticipated to be about 200-feet wide.

www.midatlanticresiliencylink.com
Pennsylvania | West Virginia | Maryland | Virginia

BUILDING COMMUNITY CONNECTIONS

The MidAtlantic Resiliency Link invites you to attend an open house to learn more about the project.



Please stop by any of the open houses as your schedule allows. There will not be a formal presentation. Project representatives will be available to answer questions and provide project-related information.

All open houses are from 3 p.m. - 7 p.m.

May 5, 2025 from 3 p.m. - 7 p.m.
Slanesville Volunteer Fire Company
6951 Bloomery Pike, Slanesville, WV 25444

May 6, 2025 from 3 p.m. - 7 p.m.
Friendsville Volunteer Fire and Rescue Department
122 Walnut Street, Friendsville, MD 21531

May 7, 2025 from 3 p.m. - 7 p.m.
Good Will Fire Company Armory
2 Advocate Court, Lonaconing, MD 21539

May 8, 2025 from 3 p.m. - 7 p.m.
Greater Cumberland Regional Airport
165 Terminal Loop, Wiley Ford, WV 26767

May 12, 2025 from 3 p.m. - 7 p.m.
Erickson Alumni Center
1 Alumni Drive, Morgantown, WV 26506

May 13, 2025 from 3 p.m. - 7 p.m.
Fairchance Volunteer Fire Department
31 Pittsburgh Street, Fairchance, PA 15436

May 14, 2025 from 3 p.m. - 7 p.m.
Bruceeton Brandonville Volunteer Fire Department
142 Union Street, Bruceeton Mills, WV 26525

May 20, 2025 from 3 p.m. - 7 p.m.
Gore Volunteer Fire & Rescue Company
7184 Northwestern Turnpike, Gore, VA 22637

CONNECT WITH US

We will regularly send out newsletters with updates on the MidAtlantic Resiliency Link, a new transmission line from Frederick County, Virginia, to Greene County, Pennsylvania.



First name*	Last name*
<input type="text"/>	<input type="text"/>
Email*	
<input type="text"/>	
State/Province*	Postal code*
<input type="text" value="Please Select"/>	<input type="text"/>

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Submit

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833-849-1461

¹NextEra Energy Transmission MidAtlantic, Inc. and NextEra Energy Transmission Virginia, Inc. are subsidiaries of NextEra Energy Transmission, LLC.



We're looking forward to continuing our conversation with the community

Thank you to everyone who participated in our recent survey about the proposed MidAtlantic Resiliency Link project. We've received hundreds of responses over the past month which we are currently reviewing.

Your feedback is invaluable to the routing study process as it helps us make informed decisions that reflect community needs and priorities.

We look forward to continuing this conversation at our open houses in May 2025, where you will be able to provide further feedback on the route study area, including the ability to comment on potential routing options. More details on the open houses will be shared in the next newsletter and added to the project website.

Thank you again for your feedback. For additional information, please visit our [website](#).

Know anyone who would be interested in receiving this news?
Send them the sign-up form.

[SIGN-UP FORM](#)

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You're invited to our open houses

Come and learn about the proposed MidAtlantic Resiliency Link, an approximately 105-mile 500-kV transmission line and 500/138-kV substation, which are designed to improve the reliability of the electric grid. Project representatives will be available to answer your questions and provide project-related information so you can learn how this project could benefit your community. This is also an opportunity for you to provide your input on the draft route options. *Light refreshments will be served.*

When: Monday, May 5
Time: 3-7 p.m.

Where: Slanesville Volunteer Fire Company
6951 Bloomery Pike, Slanesville, WV 25444

When: Tuesday, May 6
Time: 3-7 p.m.

Where: Friendsville Volunteer Fire and Rescue Department
122 Walnut Street, Friendsville, MD 21531

When: Wednesday, May 7
Time: 3-7 p.m.

Where: Good Will Fire Company Armory
2 Advocate Court, Lonaconing, MD 21539

When: Thursday, May 8
Time: 3-7 p.m.

Where: Greater Cumberland Regional Airport
165 Terminal Loop, Wiley Ford, WV 26767

When: Monday, May 12
Time: 3-7 p.m.

Where: Erickson Alumni Center
1 Alumni Drive, Morgantown, WV 26506

When: Tuesday, May 13
Time: 3-7 p.m.

Where: Fairchance Volunteer Fire Department
31 Pittsburgh Street, Fairchance, PA 15436

When: Wednesday, May 14
Time: 3-7 p.m.

Where: Bruceton Brandonville Volunteer Fire Department
142 Union Street, Bruceton Mills, WV 26525

When: Tuesday, May 20
Time: 3-7 p.m.

Where: Gore Volunteer Fire & Rescue Company
7184 Northwestern Turnpike, Gore, VA 22637

We look forward to seeing you there,

The MidAtlantic Resiliency Link Team

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