

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

NextEra Energy Transmission MidAtlantic, LLC)
)
Application for a Certificate of Public Convenience and)
Necessity pursuant to Section 8-406 of the Public Utilities) Docket No. 18-____
Act; for Consent and Approval to Enter into Agreements)
with Affiliated Interests pursuant to Section 7-101; to)
Issue Debt and to Mortgage and Pledge Assets as)
Collateral in connection therewith pursuant to Sections)
6-102 and 7-102; and for related relief.)

APPLICATION

To the Illinois Commerce Commission:

NextEra Energy Transmission MidAtlantic, LLC (“NEET MidAtlantic” or “Applicant”) applies to the Commission for an order:

(1) Granting Applicant a Certificate of Public Convenience and Necessity, pursuant to Section 8-406 of the Public Utilities Act (“Act”), 220 ILCS 5/8-406, to own, operate and maintain, and to provide transmission service to the public using, transmission facilities that Applicant has contracted to acquire from the City of Rochelle, Illinois, as a public utility;

(2) Consenting to and approving, pursuant to Section 7-101 of the Act, 220 ILCS 5/7-101, the entry into and performance by Applicant of a Loan Agreement, Form of Mortgage, and Security Agreement (**Attachments 7, 8 and 9** to this Application) with NextEra Energy Capital Holdings, Inc. (“NEECH”), an affiliated interest;

(3) Approving, pursuant to Sections 6-102 and 7-102 of the Act, 220 ILCS 5/6-102 and 7-102, the issuance and incurrence, on a revolving basis, of up to \$20 million of debt outstanding in the aggregate by Applicant pursuant to the Loan Agreement, and the mortgage and pledge by Applicant of assets as collateral security pursuant to the Form of Mortgage and Security Agreement in connection therewith;

(4) Consenting to and approving, pursuant to Section 7-101 of the Act, the entry into and performance by Applicant of a Corporate Support Services, Shared Resources, and Operations and Maintenance Services Agreement (the “Services Agreement,” **Attachment 5** to this Application), with affiliated interests of Applicant including Florida Power & Light Company (“FPL”), NextEra Energy Transmission, LLC (“NEET”), NextEra Energy Resources, LLC (“NEER”), and Lone Star Transmission, LLC (“Lone Star”);

(5) To the extent deemed necessary, authorizing Applicant, pursuant to Section 5-106 of the Act, 220 ILCS 5/5-106, and 83 Ill. Admin. Code 250.20 and 250.40, to maintain its books and records at the headquarters office of its ultimate parent company, NextEra Energy, Inc. (“NextEra”) in Juno Beach, Florida, outside of the State of Illinois;

(6) To the extent deemed necessary, authorizing Applicant to maintain its financial and accounting books and records pursuant to the Federal Energy Regulatory Commission’s (“FERC”) Uniform System of Accounts Prescribed for Public Utilities and Licensees, 18 C.F.R. Part 101, subject to Applicant’s undertaking to submit reports and information in accordance with this Commission’s Uniform System of Accounts, if necessary; and

(7) Granting such other approvals, authority, and relief as necessary and appropriate to carry out the activities described herein.

In support of its Application, NEET MidAtlantic states the following:

I. Description of Applicant

1. NEET MidAtlantic is a Delaware limited liability company with its principal offices at 700 Universe Boulevard, Juno Beach, Florida, 33408. **Attachment 1** to this Application is a certified copy of NEET MidAtlantic’s certificate of formation from the Delaware Secretary of State. NEET MidAtlantic is qualified and is in good standing to transact business in the State of

Illinois. **Attachment 2** to this Application is a certified copy of NEET MidAtlantic’s certificate of authority to transact business in the State of Illinois, from the Illinois Secretary of State.

2. NEET MidAtlantic is a direct, wholly-owned subsidiary of NextEra Energy Transmission MidAtlantic Holdings, LLC (“NEET MidAtlantic Holdings”) and an indirect subsidiary of NEET and of NEECH. The ultimate parent company of NEET MidAtlantic, NEET MidAtlantic Holdings, NEET, and NEECH is NextEra, which is one of the largest U.S. energy companies.

3. NEET MidAtlantic was formed in 2015 to acquire, develop, own, and operate transmission facilities in the PJM Interconnection LLC (“PJM”) region, and is a member of PJM. Consistent with this objective, NEET MidAtlantic has negotiated and entered into an Asset Purchase Agreement, dated as of April 16, 2018 (the “APA”), with the City of Rochelle, Illinois (“Rochelle”), acting through its Rochelle Municipal Utilities division (“RMU”), to acquire the transmission facilities and system currently operated by RMU in Rochelle and nearby areas (the “Rochelle Transaction”). **Attachment 3** to this Application is a copy of the APA. The exhibit includes the Ordinance adopted by the City Council authorizing the execution of the APA. The APA was approved by the Rochelle City Council and executed by the parties on April 16, 2018. Upon receipt of regulatory approvals and closing of the Rochelle Transaction, NEET MidAtlantic will own, operate, and maintain the acquired transmission assets and use them to provide transmission service to the public in Illinois.

4. The transmission facilities that Applicant is contracted to acquire from Rochelle pursuant to the APA consist of approximately 20 miles of 138 kV transmission lines as well as transmission assets at two substations, Caron Road and Twombly, currently providing transmission service to or for the public. The transmission facilities are interconnected with the transmission facilities of Commonwealth Edison Company (“ComEd”) and with the RMU

distribution system. The transmission facilities are presently used by RMU, a municipal electric utility, to perform the transmission function in Rochelle and nearby areas, as part of the PJM transmission network. Upon closing of the Rochelle Transaction, NEET MidAtlantic will continue the operation of these transmission facilities to provide transmission services to the public.¹

5. Rochelle has adopted a Franchise Ordinance (the “Franchise”), which has been accepted by Applicant, granting Applicant the authority to operate and maintain a transmission system and facilities within the municipal boundaries of Rochelle. **Attachment 4** to this Application is a certified copy of the Franchise, which was adopted by the Rochelle City Council on April 16, 2018, and accepted by NEET MidAtlantic on April 17, 2018. Applicant will pay to Rochelle a \$250,000 per year franchise fee.

6. Applicant qualifies as a public utility as defined in Section 3-105 of the Act, 220 ILCS 5/3-105. Applicant has a contractual right to acquire the property, plant, and equipment within Illinois comprising the RMU transmission facilities, upon satisfaction of specified conditions to closing the Rochelle Transaction, including receipt of regulatory approvals, and has been granted a Franchise by Rochelle to operate and maintain a transmission system and facilities within the municipal boundaries of Rochelle. Applicant will operate and maintain the transmission facilities to provide transmission service to the public and to transmit electricity for public use.

II. Transmission Services to be Provided by NEET MidAtlantic

7. As is the case presently for RMU, NEET MidAtlantic, as a public utility, will operate the transmission assets acquired from RMU to transmit electrical energy for use by the public. NEET MidAtlantic will provide transmission service through PJM pursuant to PJM tariffs and organizational agreements approved by the FERC. The PJM tariff will specify the rates, terms,

¹ RMU will continue to provide electric distribution service and electric supply service to its customers.

and conditions of transmission service that NEET MidAtlantic will offer and provide. NEET MidAtlantic will be a FERC-regulated PJM Transmission Owner. NEET MidAtlantic will offer network and point-to-point transmission service, on a non-discriminatory basis, to all eligible customers under the PJM tariff. Eligible customers under the PJM tariff include generators, load-serving entities, and end users that have met the relevant application requirements set forth in the PJM tariff. To facilitate its provision of transmission service within PJM, NEET MidAtlantic has entered into an interconnection agreement with RMU and will take assignment of RMU's existing interconnection agreement with ComEd. NEET MidAtlantic will also actively study and plan for future generator interconnections, as and when requested, to its transmission facilities.

8. The transmission facilities that NEET MidAtlantic is acquiring and will operate to provide transmission service are networked facilities that are part of the larger PJM network transmission system. Depending upon the conditions on the PJM grid, power will flow over NEET MidAtlantic's transmission facilities to any number of customers, including those in the City of Rochelle, the City of DeKalb, and other communities in surrounding regions. Thus, municipal entities such as RMU and residential and non-residential customers in a broad area will be served by NEET MidAtlantic.

9. The public convenience and necessity require that NEET MidAtlantic be granted a certificate of public convenience and necessity to operate as a transmission public utility. NEET MidAtlantic will own and maintain transmission facilities used to perform the same transmission function that has been performed by RMU using these same transmission facilities. Applicant will use the transmission facilities to transmit electricity for the use of the public. NEET MidAtlantic will plan, operate, and maintain the transmission system, including, when necessary, improvements, replacements, or additions to the facilities, in accordance with the PJM tariff, applicable industry codes, standards and requirements, North American Electric Reliability

Corporation (“NERC”) reliability standards, and applicable regulatory requirements, including applicable regulations of this Commission.

III. Applicant’s Managerial and Technical Capabilities and Resources; Request for Consent to and Approval of the Services Agreement with Affiliated Interests

10. Applicant is fit, willing, and able to own, operate, and maintain the transmission facilities for public use and to provide safe and reliable transmission service. Applicant will develop and implement a comprehensive operations and maintenance plan for the transmission facilities, using the experience, expertise, and established practices of its affiliated transmission operators. The operations and maintenance plan will encompass, among other things, condition assessment of the transmission facilities, event response, maintenance work management, and vegetation management.

11. Applicant will be able to draw on and utilize the technical and managerial expertise and resources of its affiliated transmission companies to safely and reliably operate and maintain the transmission facilities. Applicant’s affiliate, FPL, is one of the largest electric utilities in the U.S. and operates and maintains approximately 6,950 miles of transmission lines and approximately 620 substations within its service territory. Another affiliate of Applicant, Lone Star, operates and maintains approximately 624 miles of transmission lines and 6 substations in Texas. In the aggregate, FPL, Lone Star, and other subsidiaries of NextEra operate approximately 8,700 miles of transmission lines and approximately 830 substations across North America.

12. Subject to Commission approval, Applicant has entered into the Services Agreement, **Attachment 5** to this Application, with affiliates including NEET, NEER, FPL, and Lone Star, by which Applicant will be able to obtain managerial, financial, administrative, operations, technical, and other services from its affiliates. The Services Agreement will enable Applicant to draw on the experience, resources, and capabilities of its affiliates to provide

transmission operations and maintenance, engineering, procurement, and environmental services, such as periodic inspection and monitoring, scheduling and execution of preventative and corrective maintenance, compiling and maintaining inspection and maintenance records, and other activities as specified in the Services Agreement. The Services Agreement will also enable Applicant to obtain corporate support services, such as accounting, human resources, treasury, real estate, legal, regulatory, environmental, procurement, and other services from its affiliates FPL and NEER. The prepared direct testimony of Michael D. Lannon, Director of Operations for NEET and NEET MidAtlantic, and of Matthew Boykin, Director, Business Management of NEET, which are being filed contemporaneously with this Application, provide further description of the terms of the Services Agreement and how NEET MidAtlantic will utilize that Agreement to obtain necessary operations, maintenance, technical, managerial, financial, corporate support, and other services and resources.

13. To the extent deemed necessary, Applicant requests that the Commission, in its order in this proceeding, consent to and approve, pursuant to Section 7-101 of the Act, Applicant's entry into and performance of the Services Agreement with affiliated interests.

14. Applicant will establish a field operations office and service facility in the Rochelle local area, which will include storage facilities for spare and replacement parts. The field operations office will serve as the local headquarters. Applicant also anticipates that it will contract with local contractors and other resources to provide a local presence for maintenance activities, repairs and replacements, and event response. These contractors and other local resources may include service providers currently contracted by RMU to provide these services.

15. To provide continuity of service for transmission grid operations and management services, NEET MidAtlantic plans to continue to use the transmission system operator ("TSO") services of (and take assignment of RMU's existing contract with), GridForce Energy

Management, LLC (“GridForce”). GridForce has been providing TSO services for RMU since 2015. GridForce is a subsidiary of NAES Corporation, which is a significant provider of operations, maintenance, engineering, technical, and other services to the energy industry. GridForce provides services to owners and operators of over 13,000 MW of generation in five NERC regions. GridForce currently performs TSO Services for RMU, operating from GridForce’s control center in Houston, Texas, from which it can monitor grid conditions and operations and provide operating control of its clients’ transmission assets on a 24 hours per day, 7 days per week (“24 X 7”) basis. At a future date, NEET MidAtlantic may transfer the TSO functions to the primary and backup state-of-the-art transmission control centers of its affiliate Lone Star, located in Austin, Texas, which are staffed by NERC-certified system operators. In addition, the RMU transmission facilities will receive 24 X 7 real-time monitoring and assessment by the FPL Power Delivery Performance and Diagnostic Center located in Jupiter, Florida.

16. The prepared direct testimony of Michael D. Lannon provides additional information on the managerial and technical capabilities and resources of NEET MidAtlantic and its affiliates and on NEET MidAtlantic’s plans for operating and maintaining the acquired transmission facilities. Mr. Lannon’s testimony describes the experience and qualifications of key management and technical personnel who will be responsible for NEET MidAtlantic’s operations on a day-to-day basis.

IV. Applicant’s Financial Capabilities and Resources; Request for Consent to and Approval of a Loan Agreement, Form of Mortgage, and Security Agreement with an Affiliated Interest, for Approval to Issue Debt and Incur Indebtedness pursuant to the Loan Agreement, and to Mortgage and Pledge Applicant’s Assets as Collateral for the Debt

17. NEET MidAtlantic has the necessary financial capabilities and resources to acquire, own, operate, maintain, and provide service using the transmission facilities it is contracted to acquire from RMU. Applicant’s ultimate parent company, NextEra, is a Fortune 200

company and one of the largest energy companies in the U.S. At December 31, 2017, NextEra had \$98 billion of total assets and \$29 billion of shareholder equity. NextEra's total revenues for 2017 were \$17 billion, and its net income applicable to common equity was \$5.4 billion. NextEra's current corporate credit ratings are Baa1/Stable by Moody's, A-/Stable by S&P, and A-/Stable by Fitch, which are investment grade ratings. **Attachment 6** to this Application is NextEra's annual report on Form 10-K for the 12 months ended December 31, 2017.

18. Applicant's initial capitalization will be approximately 60 percent equity capital injected by its indirect parent company, NEET, through NEET Midwest, and approximately 40 percent debt capital borrowed from NEECH pursuant to a Loan Agreement with NEECH. Based on the currently projected purchase price for the transmission facilities of \$12.6 million, Applicant's initial capitalization will be approximately \$7.6 million equity and \$5.0 million debt. **Attachment 7** to this Application is a copy of the Loan Agreement. Pursuant to the Loan Agreement and subject to the conditions therein, NEET MidAtlantic may borrow from time to time, on a revolving basis, up to an aggregate amount of \$20 million outstanding at any time. However, as required by the Loan Agreement, NEET MidAtlantic will maintain a debt to total capitalization ratio of no greater than 0.45 to 1.0.

19. Pursuant to the APA, the purchase price for the transmission assets from RMU is two times the net book value of the purchased assets as of the closing date of the transaction.² The currently projected purchase price is approximately \$12.6 million. Applicant will finance the acquisition of the transmission assets through a combination of equity and debt capital as described above. For additional funding needed for working capital purposes and for repairs, replacements, and improvements to the transmission assets, Applicant will rely, in addition to cash flow from

² Applicant represents to the Commission that it will record the cost of the transmission facilities acquired from RMU in Applicant's plant accounts at RMU's original cost less accumulated depreciation.

operations, on additional borrowings from NEECH pursuant to the Loan Agreement and additional equity infusions from NEET.

20. NEET and NEECH will be reliable suppliers of equity and debt capital to Applicant. At December 31, 2017, NEET had total assets of approximately \$924 million, and for 2017, NEET had total revenues of \$115 million. At December 31, 2017, NEECH had total assets of \$48 billion, and its total revenues for 2017 were \$5 billion. NEECH's current corporate credit ratings are Baa1/Stable by Moody's, A-/Stable by S&P, and A-/Stable by Fitch, which are investment grade ratings. In addition to equity provided by its parent, NextEra, NEECH has ready access to public debt markets, private placement markets, and lines of credit and similar financing sources from major banks.

21. The maturity date for all borrowings under the Loan Agreement will be 30 years from the effective date of the Loan Agreement. The interest rate for all borrowings will be the sum of (i) the yield to maturity of a U.S. Treasury bond having a remaining term to maturity and principal amount comparable to that borrowing, and (ii) 232 basis points (2.32%). This interest rate formula is commercially reasonable and consistent with terms that could be obtained from a non-affiliated lender. Interest on outstanding borrowings will be payable quarterly. NEET MidAtlantic may repay outstanding borrowings, in whole or in part, at any time without prepayment penalty or premium.

22. As a condition to borrowings under the Loan Agreement, NEET MidAtlantic will be required to mortgage and pledge its assets to NEECH as collateral security for the loans, pursuant to a Form of Mortgage and a Security Agreement. **Attachment 8** to this Application is the Form of Mortgage. **Attachment 9** to this Application is the Security Agreement between NEET MidAtlantic and NEECH.

23. To the extent deemed necessary, NEET MidAtlantic requests that the Commission,

in its order in this proceeding, (i) consent to and approve, pursuant to Section 7-101 of the Act, Applicant's entry into and performance of the Loan Agreement, the Form of Mortgage, and the Security Agreement with NEECH, an affiliated interest; (ii) approve, pursuant to Section 6-102 of the Act, Applicant's issuance of and incurrence of debt, on a revolving basis, pursuant to and in accordance with the terms of the Loan Agreement, in an aggregate amount not to exceed \$200 million outstanding at any time; and (iii) approve, pursuant to Section 7-102 of the Act, the mortgage and pledge by Applicant of assets to NEECH as collateral security for loans under the Loan Agreement, in accordance with the terms of the Security Agreement and the Form of Mortgage.

24. The prepared direct testimony of Matthew Boykin, which is being filed contemporaneously with this Application, provides additional information on Applicant's financial resources and capabilities and its sources of capital. In addition, Attachments sponsored by Mr. Boykin and submitted with his direct testimony show (i) the projected capitalization of NEET MidAtlantic upon the closing of the Rochelle Transaction (assumed for these purposes to occur on September 30, 2018), and (ii) projected financial statements for NEET MidAtlantic for its first year of operation in Illinois (assumed for these purposes to be the twelve months ending September 30, 2019).

V. Location of Applicant's Books and Records

25. As a public utility, NEET MidAtlantic will be subject to Section 5-106 of the Act, and the Commission's regulations at 83 Ill. Admin. Code Part 250, Public Utility Books and Accounts. Section 5-106 of the Act states in pertinent part:

Each public utility shall have an office in one of the cities, villages or incorporated towns in this State in which its property or some part thereof is located, and shall keep in said office all such books, accounts, papers, records and memoranda as shall be ordered by the Commission to be kept within the State. The address of such office shall be filed with the Commission. No books, accounts, papers, records or

memoranda ordered by the Commission to be kept within the State shall be at any time removed from the State, except upon such conditions as may be prescribed by the Commission.

Further, Section 250.10 of the Commission's regulation states that all public utilities are required "to maintain an office within the State and in such office keep all books, accounts, papers, records and memoranda as are employed in their uniform classification of accounts and/or used in connection with their utility business conducted within the State."

26. However, 83 Ill. Admin. Code §250.20, Authority to Maintain Out-of-State Location, states:

The aforesaid requirements shall not apply against those public utilities that have received authority from the Commission to keep all or any of their books, accounts, papers, records and memoranda at some location outside of the State (to the extent of the special authority received), providing that such public utilities shall file proof with the Chief Clerk of the Commission of such grant of authority, within a reasonable time after the effective date of this Part.

Further, 83 Ill. Admin. Code §250.40, Special Circumstances, states:

When special circumstances affecting any particular public utility necessitate keeping its said books, accounts, papers, records and memoranda, or any of them, outside the State, then upon proper application and hearing, the Commission may authorize such books, accounts, papers, records and memoranda to be kept outside of the State if the facts and circumstances warrant, and then only upon such conditions as may be imposed to facilitate the proper administration of the Act.

27. To the extent deemed necessary, Applicant seeks leave to keep its books, accounts, and records at its business office in Juno Beach, Florida, with electronic access at the office Applicant will maintain in Rochelle, Illinois. Applicant's books and records will be maintained on an electronic basis and therefore can be accessible from any location. Applicant's ultimate parent company, NextEra, is located at a single, integrated business headquarters in Juno Beach, Florida. Because Juno Beach, Florida is the corporate headquarters, keeping the Applicant's accounts and records there with electronic access available in Rochelle, Illinois, would be efficient.

28. Accordingly, NEET MidAtlantic requests that in its order in this proceeding, the

Commission, if deemed necessary, authorize Applicant, pursuant to 83 Ill. Admin. Code §250.20 and §250.40, to maintain its books and records outside of the State of Illinois, at Applicant's office at 700 Universe Boulevard, Juno Beach, Florida 33408.

VI. Accounting Matters; Permission to Use FERC Uniform System of Accounts

29. As a provider of transmission services in interstate commerce that will be subject to the jurisdiction of FERC as well as of this Commission, NEET MidAtlantic will maintain its books and records of account in accordance with FERC's Uniform System of Accounts Prescribed for Public Utilities and Licensees Subject to the Provision of the Federal Power Act, 18 C.F.R. Part 101.

30. NEET MidAtlantic submits that maintenance of its books and records of account in accordance with FERC's Uniform System of Accounts at 18 C.F.R. Part 101 will provide appropriate, useful, and sufficient accounting and financial information for this Commission's regulatory purposes. Accordingly, NEET MidAtlantic requests that the Commission authorize Applicant to maintain its books and records in accordance with FERC's Uniform System of Accounts at 18 C.F.R. Part 101, subject to Applicant's undertaking to submit reports and information to this Commission based on this Commission's Uniform System of Accounts for Electric Utilities, 83 Ill. Admin. Code Part 415, if and when deemed necessary by the Commission.

VII. Testimony and Exhibits Being Submitted Contemporaneously in Support of this Application

31. Contemporaneously with filing this Application, NEET MidAtlantic is also filing with the Commission the following prepared testimony and exhibits in support of this Application:

- (i) NEET MidAtlantic Exhibits 1.0 through 1.10 – Prepared Direct Testimony and Exhibits of David Davis.

- (ii) NEET MidAtlantic Exhibits 2.0 and 2.1 – Prepared Direct Testimony and Exhibit of Michael D. Lannon.
- (iii) NEET MidAtlantic Exhibits 3.0 through 3.6 – Prepared Direct Testimony and Exhibits of Matthew Boykin.

VIII. Service by Electronic Means

32. Applicant will accept service by electronic means for purposes of this proceeding, pursuant to 83 Ill. Admin. Code §200.1050.

IX. Conclusion

WHEREFORE, Applicant NextEra Energy Transmission MidAtlantic, LLC, respectfully requests entry of an order by the Commission:

(1) Granting Applicant a Certificate of Public Convenience and Necessity, pursuant to Section 8-406 of the Public Utilities Act (“Act”), 220 ILCS 5/8-406, to own, operate, and maintain, and to provide transmission service to the public using, transmission facilities that Applicant has contracted to acquire from the City of Rochelle, Illinois, as a public utility;

(2) Consenting to and approving, pursuant to Section 7-101 of the Act, 220 ILCS 5/7-101, the entry into and performance by Applicant of a Loan Agreement, Form of Mortgage, and Security Agreement (**Attachments 7, 8 and 9** to this Application) with NEECH, an affiliated interest;

(3) Approving, pursuant to Sections 6-102 and 7-102 of the Act, 220 ILCS 5/6-102 and 7-102, the issuance and incurrence, on a revolving basis, of up to an aggregate amount of \$20 million of debt outstanding at any time by Applicant, pursuant to the Loan Agreement, and the mortgage and pledge by Applicant of assets as collateral security pursuant to the Form of Mortgage and Security Agreement in connection therewith;

(4) Consenting and approving, pursuant to Section 7-101 of the Act, the entry into and performance by Applicant of the Services Agreement] (**Attachment 5** to this Application), with affiliated interests including NEET, NEER, FPL, and Lone Star;

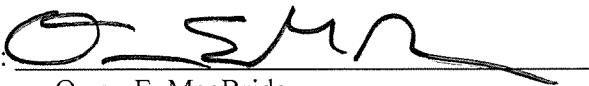
(5) To the extent deemed necessary, authorizing Applicant, pursuant to Section 5-106 of the Act, 220 ILCS 5/5-106, and 83 Ill. Admin. Code §§250.20 and 250.40, to maintain its books and records at the headquarters office of its ultimate parent company, NextEra, in Juno Beach, Florida, outside of the State of Illinois;

(6) To the extent deemed necessary, authorizing Applicant to maintain its financial and accounting books and records pursuant to the FERC Uniform System of Accounts Prescribed for Public Utilities and Licensees, 18 C.F.R. Part 101, subject to Applicant's undertaking to submit reports and information to this Commission based on this Commission's Uniform System of Accounts for Electric Utilities, 83 Ill. Admin. Code Part 415, if and when deemed necessary by the Commission; and

(7) Granting such other approvals, authority and relief as necessary and appropriate to carry out the activities described herein.

Respectfully submitted this 19th day of April, 2018.

NextEra Energy Transmission MidAtlantic, LLC

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STATE OF FLORIDA)
)
COUNTY OF PALM BEACH) SS:

VERIFICATION

I, Eric Gleason, being first duly sworn, depose and state that I am President, NextEra Energy Transmission MidAtlantic, LLC; that I am authorized to make this Verification on behalf of NextEra Energy Transmission MidAtlantic, LLC; that I have read the foregoing Application and am familiar with the matters set forth therein; and that the facts stated therein are true and correct to the best of my knowledge and belief.


Eric Gleason

Subscribed and sworn to before me
this 18th day of April, 2018



Notary Public

My commission expires: June 15, 2022

