

191 FERC ¶ 61,232  
UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Mark C. Christie, Chairman;  
David Rosner, Lindsay S. See,  
and Judy W. Chang.

Grant Solar, LLC

Docket No. ER25-2005-000

ORDER GRANTING WAIVER REQUEST

(Issued June 26, 2025)

1. On April 18, 2025, pursuant to Rule 207(a)(5) of the Commission's Rules of Practice and Procedure,<sup>1</sup> Grant Solar, LLC (Grant Solar) filed a request for waiver of: (1) section 4.4.4 in Attachment X (Generator Interconnection Procedures (GIP)) of Midcontinent Independent System Operator, Inc.'s (MISO) Open Access Transmission, Energy and Operating Reserve Markets Tariff (Tariff); and (2) Article 2.3.1 of two Generator Interconnection Agreements (GIA) among Grant Solar as interconnection customer, Northern States Power Company (NSP) as transmission owner, and MISO as transmission provider (Grant Solar GIA). Grant Solar requests that the Commission grant waiver to allow for an extension of the commercial operation deadlines for its solar generating facility (Project), from November 30, 2027 and October 31, 2028,<sup>2</sup> to January 31, 2029. As discussed below, we grant Grant Solar's waiver request.

**I. Background**

2. GIP section 4.4.4 provides, in relevant part, that:

Consistent with Article 2.3.1 of the GIA, once that GIA is executed or filed unexecuted, if the Generating Facility fails to reach Commercial Operation by the Commercial Operation

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<sup>1</sup> 18 C.F.R. § 385.207(a)(5) (2024).

<sup>2</sup> As discussed below, the Project consists of two separate interconnection requests for 100 MW of Energy Resource Interconnection Service and 50 MW of Network Resource Interconnection Service (MISO queue positions J1169 and J1312) that currently have different commercial operation deadlines, as set forth in the Grant Solar GIAs. The requested waiver represents a 14-month extension and a 3-month extension, respectively, of the current commercial operation deadlines associated with each GIA.

Date set forth in the GIA, such Commercial Operation Date as set forth in the GIA may be extended by Interconnection Customer for a period up to three (3) consecutive years, after which Transmission Provider shall terminate the GIA if the Generating Facility has still failed to reach Commercial Operation.<sup>3</sup>

3. Article 2.3.1 of the Grant Solar GIAs provides, in relevant part, that:

This GIA shall be terminated by Transmission Provider if the Generating Facility or a portion of the Generating Facility fails to achieve Commercial Operation by the Commercial Operation Date established in accordance with Section 4.4.4 of Attachment X, including any extension provided thereunder . . . .<sup>4</sup>

4. Appendix B of the Grant Solar GIAs establishes milestones for the interconnection of the Project, including commercial operation dates of November 30, 2024 and October 31, 2025.<sup>5</sup> Pursuant to GIP section 4.4.4 and Article 2.3.1 of the Grant Solar GIAs, MISO must terminate the Grant Solar GIAs if the Project fails to achieve commercial operation by November 30, 2027 and October 31, 2028, respectively.

5. Grant Solar states that it is developing the Project, which is a 100 MW solar generation facility, in McCook County, South Dakota.<sup>6</sup> Grant Solar states that it submitted two interconnection requests to MISO as part of the Definitive Planning Phase 2018 and 2019 study clusters.

6. Grant Solar states that it is a direct, wholly owned subsidiary of National Grid Renewables Development, LLC (NG Renewables), which previously requested a waiver to allow an extension of the commercial operation deadline for one of the Grant Solar GIAs due to delays in the interconnection process in 2022.<sup>7</sup> Grant Solar states that the Commission denied the waiver request on the basis that NG Renewables had not demonstrated that waiver would address a concrete problem, specifically, that the Project

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<sup>3</sup> MISO Tariff, attach. X, § 4.4.4 (167.0.0). Capitalized terms used but not otherwise defined in this order have the meanings ascribed to them in the Tariff.

<sup>4</sup> Grant Solar GIAs, art. 2.3.1.

<sup>5</sup> *Id.* app. B (Interconnection Customer Milestone No. 14).

<sup>6</sup> Waiver Request at 3.

<sup>7</sup> *Id.* at 3-4.

would not reach commercial operation by November 30, 2027.<sup>8</sup> Grant Solar states that the Commission noted that if NG Renewables finds that it is unable to achieve commercial operation before November 30, 2027 due to circumstances beyond its control, it could request prospective waiver of GIP section 4.4.4 and Article 2.3.1 of its GIA before the termination of the GIA.<sup>9</sup>

7. Grant Solar states that the Project has continued to advance since the initial waiver request and that, to date, it has invested approximately \$3.8 million to develop the Project, obtained a Conditional Use Permit from McCook County authorizing the construction of the Project, and posted \$6,539,000 in security and paid \$1,054,000 to NSP under the Grant Solar GIAs to support the construction of necessary upgrades and interconnection facilities.<sup>10</sup>

8. Grant Solar explains that NG Renewables has recently bid the Project into a resource solicitation being conducted by UtilityCo, a Minnesota utility within the MISO region, and the Project was shortlisted in January 2025.<sup>11</sup> Grant Solar states that it is currently in advanced stages of negotiation with UtilityCo regarding the execution of a long-term power purchase agreement (PPA) that Grant Solar anticipates will be executed in July 2025. Grant Solar states that UtilityCo is expected to file the PPA with the Minnesota Public Utilities Commission (Minnesota Commission) shortly after the execution of the PPA, and that the Minnesota Commission is expected to grant approval of the PPA no later than July 2026.<sup>12</sup>

9. Grant Solar asserts that the Project will take approximately 30 months from the approval of the PPA by the Minnesota Commission, or no later than January 31, 2029, to achieve commercial operation. Grant Solar states that this timeframe is due to the time necessary for entering definitive procurement and construction contracts, ordering necessary equipment, construction sequencing to account for the harsh South Dakota winter, and completing the physical construction of the Project.<sup>13</sup> Grant Solar states that it has explored the possibility of advancing procurement and construction while the PPA is pending before the Minnesota Commission, but contractors and vendors informed Grant Solar that they are unwilling to enter definitive supply and construction contracts

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<sup>8</sup> *Nat'l Grid Renewables Dev., LLC*, 180 FERC ¶ 61,138, at P 45 (2022).

<sup>9</sup> *Id.* P 47.

<sup>10</sup> Waiver Request at 5.

<sup>11</sup> *Id.* at 2, 5.

<sup>12</sup> *Id.* at 5.

<sup>13</sup> *Id.* at 5.

until Minnesota Commission approval is granted.<sup>14</sup> Grant Solar states that the hesitation from vendors and contractors stems from ongoing uncertainty related to inflation, tariffs, and other potential changes in federal law and policy.

10. Grant Solar asserts that it cannot move forward with executing the PPA until it obtains a waiver of GIP section 4.4.4 and Article 2.3.1 of the Grant Solar GIAs due to the significant commercial obligations that it will incur upon the execution of the PPA, including a requirement for Grant Solar to post \$19 million in security within 30 days of the PPA's execution.<sup>15</sup> Grant Solar states that the Commission granting waiver and extending the Grant Solar GIAs' commercial operation deadline to January 31, 2029, would allow for the certainty that Grant Solar needs to move forward with the PPA and further construction.

## **II. Waiver Request**

11. Grant Solar requests a limited waiver of GIP section 4.4.4 and Article 2.3.1 of the Grant Solar GIAs to accommodate 14-month and 3-month extensions for the Project's commercial operation deadline, from November 30, 2027 and October 31, 2028, respectively, to January 31, 2029.<sup>16</sup> Grant Solar states that waiver is necessary to allow it to complete the development of the Project. Grant Solar asserts that its waiver request satisfies the Commission's criteria for granting waiver.<sup>17</sup>

12. First, Grant Solar asserts that it has acted in good faith. Grant Solar states that it has expended significant resources, time, and effort developing the Project, including participating in a multi-year interconnection process, taking steps to obtain and maintain necessary permits, taking steps to secure an offtake agreement, and has provided more than \$10 million in payments and security to support the Project.<sup>18</sup> Grant Solar contends that it is unable to meet the existing deadlines for achieving commercial operation due to study delays, the anticipated timeline for obtaining regulatory approval of the PPA, and supply chain and construction delays arising from ongoing uncertainty associated with inflation and tariffs.<sup>19</sup>

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<sup>14</sup> *Id.* at 5-6.

<sup>15</sup> *Id.* at 6.

<sup>16</sup> *Id.*

<sup>17</sup> *Id.* at 6-7.

<sup>18</sup> *Id.* at 7.

<sup>19</sup> *Id.* at 8.

13. Second, Grant Solar contends that its waiver request is limited in scope.<sup>20</sup> Grant Solar asserts that it seeks waiver of limited provisions in MISO's GIP and the Grant Solar GIAs for a single generating facility. In addition, Grant Solar argues that it is requesting only a 14-month and 3-month extension of the commercial operation deadlines, which would extend the deadline for achieving commercial operation to January 31, 2029 for the Project as a whole.

14. Third, Grant Solar contends that the requested waiver will address a concrete problem by preventing the termination of the Grant Solar GIAs and provide Grant Solar the time necessary to complete construction of the Project.<sup>21</sup> Grant Solar asserts that it will be unable to achieve commercial operation by the existing deadlines under the Grant Solar GIAs, and absent a waiver, failure to achieve commercial operation by these deadlines would result in the termination of the Grant Solar GIAs.<sup>22</sup> Grant Solar explains that termination of the Grant Solar GIAs would deprive Grant Solar of the value of the significant investment it has made to develop the project. Grant Solar further states that the termination of the Grant Solar GIAs would deprive UtilityCo of a new source of supply that it needs to serve its customers.<sup>23</sup>

15. Finally, Grant Solar asserts that the requested waiver will not have undesirable consequences, such as harming third parties, because the types of harm to lower-queued customers—such as uncertainty, cascading restudies, and cost shifts—are not present.<sup>24</sup> Instead, Grant Solar states that granting waiver will avoid harm to other interconnection customers by preserving the status quo and preventing the potential for restudies that could occur if the Grant Solar GIAs were terminated. Grant Solar further contends that granting waiver supports the construction of additional generation capacity at a time when new resources are needed to meet growing demand for capacity in the MISO region.<sup>25</sup> Grant Solar also asserts that granting waiver would support economic development in local communities.

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<sup>20</sup> *Id.* at 9.

<sup>21</sup> *Id.*

<sup>22</sup> *Id.* at 9-10.

<sup>23</sup> *Id.* at 10.

<sup>24</sup> *Id.*

<sup>25</sup> *Id.* at 10-11.

### **III. Notice and Responsive Pleadings**

16. Notice of Grant Solar's filing was published in the *Federal Register*, 90 Fed. Reg. 17427 (Apr. 25, 2025), with interventions and protests due on or before May 9, 2025. MISO filed a timely motion to intervene and comments.

17. MISO states that it limits its comments to address the adverse impact that MISO and its members will face if the Project does not reach commercial operation.<sup>26</sup> MISO asserts that the Project will come online much faster than other projects within the interconnection queue and that the requested extension is necessary to meet MISO's future resource adequacy needs. MISO further asserts that Grant Solar's waiver request is limited in scope and made in good faith given its significant investments in the Project.

### **IV. Discussion**

#### **A. Procedural Matters**

18. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2024), MISO's timely, unopposed motion to intervene serves to make it a party to this proceeding.

#### **B. Substantive Matters**

19. We grant Grant Solar's waiver request. Specifically, we grant Grant Solar's request for waiver of GIP section 4.4.4 and Article 2.3.1 of the Grant Solar GIAs to allow a 14-month and a 3-month extension of the commercial operation deadline for the Project, from November 30, 2027, and October 31, 2028, respectively, to January 31, 2029. The Commission has granted waiver of tariff provisions where: (1) the applicant acted in good faith; (2) the waiver is of limited scope; (3) the waiver addresses a concrete problem; and (4) the waiver does not have undesirable consequences, such as harming third parties.<sup>27</sup> We find that the circumstances of Grant Solar's waiver request satisfy these criteria.

20. First, we find that Grant Solar has acted in good faith to develop the Project in accordance with the GIP and the Grant Solar GIAs. Grant Solar states that it has invested significant financial resources in the Project, has met all of its financial milestones, and continues to work towards finalizing a PPA with an offtaker.<sup>28</sup> Grant Solar asserts that despite supply chain delays outside its control and uncertainty associated with inflation

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<sup>26</sup> MISO Comments at 3.

<sup>27</sup> See, e.g., *Citizens Sunrise Transmission LLC*, 171 FERC ¶ 61,106, at P 10 (2020); *Midcontinent Indep. Sys. Operator, Inc.*, 154 FERC ¶ 61,059, at P 13 (2016).

<sup>28</sup> Waiver Request at 5, 7.

and tariffs, Grant Solar will have the necessary equipment procured and installed to complete the Project on or before January 31, 2029.<sup>29</sup>

21. Second, we find that the requested waiver is of limited scope because the request represents a one-time waiver of GIP section 4.4.4 and Article 2.3.1 of the Grant Solar GIAs to allow a 14-month and a 3-month extension of the commercial operation deadline for the Project, from November 30, 2027, and October 31, 2028, respectively, to January 31, 2029. The limited waiver applies only to this deadline and does not relieve Grant Solar of any financial requirements in the Grant Solar GIAs. Further, if the Project does not achieve commercial operation by January 31, 2029, the Grant Solar GIAs will be subject to termination by MISO.

22. Third, we find that granting waiver will remedy a concrete problem. Absent waiver, MISO must terminate the Grant Solar GIAs if the Project does not achieve commercial operation by November 30, 2027, and October 31, 2028. However, Grant Solar states that circumstances beyond its control have delayed the development of the Project such that it is unable to achieve commercial operation by the November 30, 2027 and October 31, 2028 deadlines.<sup>30</sup> We find that granting waiver will provide Grant Solar the additional time needed to construct the Project and achieve commercial operation by January 31, 2029.

23. Finally, we find that granting waiver will not result in undesirable consequences, such as harming third parties. Grant Solar asserts that granting waiver will not result in uncertainty, cascading restudies, or shifted costs to lower-queued interconnection customers.<sup>31</sup>

The Commission orders:

Grant Solar's waiver request is hereby granted, as discussed in the body of this order.

By the Commission.

( S E A L )

Debbie-Anne A. Reese,  
Secretary.

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<sup>29</sup> *Id.* at 6, 8.

<sup>30</sup> *Id.* at 9-10.

<sup>31</sup> *Id.* at 10.