

194 FERC ¶ 61,044
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Laura V. Swett, Chairman;
David Rosner, Lindsay S. See,
Judy W. Chang, and David LaCerte.

EDF Power Solutions, Inc.

Docket No. ER26-498-000

ORDER GRANTING WAIVER REQUEST

(Issued January 22, 2026)

1. On November 12, 2025, pursuant to Rules 207(a)(5) and 212 of the Commission's Rules of Practice and Procedure,¹ Byron Solar, LLC (Byron Solar)² 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 the Generator Interconnection Agreement (GIA) among Byron Solar as interconnection customer, Southern Minnesota Municipal Power Agency (SMMPA) as transmission owner, and MISO as transmission provider (Byron Solar GIA). Byron Solar requests that the Commission grant waiver to allow for a two-year extension of the commercial operation deadline for its solar generating facility (Project) from September 1, 2027 to September 1, 2029. As discussed below, we grant Byron 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 specified Commercial Operation Date set forth in the GIA, such specified Commercial Operation Date as set forth in the GIA may be extended by Interconnection Customer for a period up to

¹ 18 C.F.R. §§ 385.207(a)(5), 385.212 (2025).

² Byron Solar is a wholly owned, indirect subsidiary of EDF Power Solutions, Inc. Waiver Request at 3.

three (3) consecutive years, after which Transmission Provider shall terminate the GIA if the Generating Facility has still failed to reach Commercial Operation.³

3. Article 2.3.1 of the Byron Solar GIA 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 thereunder⁴

4. Appendix B of the Byron Solar GIA establishes milestones for the interconnection of the Project, including a commercial operation date of September 1, 2024.⁵ Pursuant to GIP section 4.4.4 and Article 2.3.1 of the Byron Solar GIA, MISO must terminate the Byron Solar GIA if the Project fails to achieve commercial operation by September 1, 2027.

5. Byron Solar states that it is developing the Project, a 107-megawatt solar generating facility located in Dodge and Olmsted Counties in Minnesota, that will connect to the MISO-controlled grid at a point of interconnection to transmission facilities owned by SMMPA.⁶

6. Byron Solar states that, despite its progress towards the completion of the Project, construction has been delayed due to legal uncertainty regarding Minnesota's electrical licensing requirements for the construction of generating facilities by independent power producers. Byron Solar explains that Minnesota law requires all electrical work in connection with the installation of a solar generating facility, which it defines as "the installing, altering, repair, planning, or laying out of electrical wiring, apparatus, or equipment for electrical light, heat, power, technology circuits or systems or other purposes," to be performed by a licensed electrician.⁷ Byron Solar states that the

³ MISO Tariff, attach. X, § 4.4.4 (182.0.0). Capitalized terms used but not otherwise defined in this order have the meanings ascribed to them in the Tariff.

⁴ Byron Solar GIA, art. 2.3.1.

⁵ *Id.*, app. B, Interconnection Customer Milestone No. 14.

⁶ Waiver Request at 4.

⁷ *Id.* at 5 (citing Minn. Stat. § 326B.31, Subd. 17).

Minnesota Department of Labor and Industry (DLI) has issued rules and guidance that solar photovoltaic systems are classified as electrical equipment under Minnesota law. Byron Solar notes that, while “electrical utilities” are exempt from the requirement that work must be performed by a licensed electrician, independent power producers, such as Byron Solar, are not.⁸ Therefore, Byron Solar contends that this interpretation has made it so that licensed electricians will be necessary for nearly every stage of the construction and installation of a solar generating facility in Minnesota.⁹

7. Byron Solar argues that DLI’s interpretation of the licensing requirements has made it impossible for independent power producers like Byron Solar to procure engineering, procurement, and construction (EPC) contracts to ensure timely completion of solar projects in Minnesota. Further, Byron Solar asserts that prospective EPC contractors have told Byron Solar that they cannot develop reliable bids for solar generating facility installations in Minnesota due to legal uncertainty.¹⁰ Moreover, Byron Solar states that Minnesota has been experiencing a shortage of licensed electricians due to the growing demand for electrical services and fewer workers entering the field, as well as the recent surge in data center development.¹¹

8. Byron Solar claims that it is optimistic that the legal issues will be resolved in 2026 and that it will be able to obtain an EPC contract and commence construction of the Project by June 2027. Due to sequencing activities and necessary breaks in the construction during winter months, Byron Solar expects that the Project will be able to achieve commercial operation by no later than September 1, 2029.¹²

II. Waiver Request

9. Byron Solar requests waiver of GIP section 4.4.4 and Article 2.3.1 of the Byron Solar GIA to allow for a two-year extension of the Project’s commercial operation

⁸ *Id.* at 5-6 (citing Minn. Bd. Of Elec., Final Rule Interpretation on Solar Photovoltaic Systems (July 8, 2009), <https://www.dli.mn.gov/sites/default/files/pdf/SPS.pdf>).

⁹ *Id.* at 6.

¹⁰ *Id.*

¹¹ *Id.* at 6-7.

¹² *Id.* at 7.

deadline, from September 1, 2027 to September 1, 2029. Byron Solar argues that its waiver request satisfies the Commission's criteria for granting waiver.¹³

10. First, Byron Solar argues that it has acted in good faith. Byron Solar states that it worked diligently to meet MISO's interconnection requirements and develop the Project and meet the September 1, 2027 commercial operation deadline. Specifically, Byron Solar states that it secured all site control; received a site permit for the Project and the three-mile, 345-kilovolt generator tie line from the Minnesota Public Utilities Commission;¹⁴ posted all security requirements for network upgrades and transmission owner's interconnection facilities; paid all required invoices to date under the Byron Solar GIA; and made all milestone payments under its Facilities Construction Agreement. In addition, Byron Solar states that it received all state-level discretionary permits and secured land rights at a cost of \$909,000, posted security in the amount of \$2,810,000, and made payments that total \$182,167. Byron Solar contends that it has invested over \$5,323,000 in development budget for the Project to date.¹⁵

11. Second, Byron Solar asserts that its waiver request is limited in scope because it seeks a one-time waiver of GIP section 4.4.4 and Article 2.3.1 of the Byron Solar GIA.¹⁶ Byron Solar states that the requested extension of the commercial operation deadline is for a limited period of two years. Further, Byron Solar states that the requested waiver applies only to the commercial operation deadline and does not relieve Byron Solar of any financial requirements under the Byron Solar GIA.

12. Third, Byron Solar contends that the requested waiver addresses a concrete problem because it will prevent the termination of the Byron Solar GIA for reasons outside of Byron Solar's control, namely the licensed electrician requirements under Minnesota law.¹⁷ Byron Solar asserts that the requested waiver will remedy the delay caused by the uncertainty regarding the electrician licensing requirements under Minnesota law and the concomitant shortage of licensed electricians in the state. Byron Solar states that, absent a waiver, MISO must terminate the Byron Solar GIA if the Project does not achieve commercial operation by the September 1, 2027 deadline.

¹³ *Id.* at 8.

¹⁴ *Id.* at 9 (citing Order Granting Certificate of Need and Issuing Site and Route Permits, Minnesota, Minn. PUC Docket Nos. GS-20-763, TL-20-765 (May 1, 2023)).

¹⁵ *Id.*

¹⁶ *Id.* at 10.

¹⁷ *Id.* at 10-11.

Byron Solar asserts that granting the requested waiver will provide the additional time Byron Solar needs to achieve commercial operation by September 1, 2029.¹⁸

13. Finally, Byron Solar asserts that the requested waiver will not have undesirable consequences, such as harming third parties. Byron Solar states that it has already posted security for the costs of the network upgrades identified in the Byron Solar GIA, such that no other interconnection customers will be negatively affected by the requested extension.¹⁹ Instead, Byron Solar states that denying the waiver request could harm the MISO region, which will be deprived of the Project's capacity at a time of rising load growth.

14. Byron Solar states that SMMPA and MISO have confirmed that they support the waiver request to extend the Project's commercial operation deadline to September 1, 2029.²⁰

III. Notice and Responsive Pleadings

15. Notice of Byron Solar's filing was published in the *Federal Register*, 90 Fed. Reg. 51738 (Nov. 18, 2025), with interventions and protests due on or before December 3, 2025. MISO filed a timely motion to intervene.

IV. Discussion

A. Procedural Matters

16. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2025), MISO's timely, unopposed motion to intervene serves to make it a party to this proceeding.

B. Substantive Matters

17. We grant Byron Solar's waiver request. Specifically, we grant Byron Solar's request for a waiver of GIP section 4.4.4 and Article 2.3.1 of the Byron Solar GIA to allow a two-year extension of the commercial operation deadline for the Project, from September 1, 2027 to September 1, 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

¹⁸ *Id.* at 11.

¹⁹ *Id.* at 12.

²⁰ *Id.* at 3.

consequences, such as harming third parties.²¹ We find that the circumstances of Byron Solar's waiver request satisfy these criteria.

18. First, we find that Byron Solar has acted in good faith to develop the Project in accordance with the GIP and the Byron Solar GIA. Byron Solar explains that it has spent significant resources, time, and effort developing the Project, including investing over \$5,323,000 to date.²² Byron Solar states that it anticipates achieving commercial operation by no later than September 1, 2029.²³

19. 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 Byron Solar GIA to allow a two-year extension of the commercial operation deadline for the Project, from September 1, 2027 to September 1, 2029. The limited waiver applies only to this deadline and does not relieve Byron Solar of any financial requirements in the Byron Solar GIA. Further, if the Project does not achieve commercial operation by September 1, 2029, the Byron Solar GIA will be subject to termination by MISO.

20. Third, we find that granting waiver will remedy a concrete problem. Absent waiver, MISO must terminate the Byron Solar GIA if the Project does not achieve commercial operation by September 1, 2027. However, Byron 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 September 1, 2027 deadline.²⁴

21. Finally, we find that granting waiver will not result in undesirable consequences, such as harming third parties. Byron Solar asserts that it has posted security for the costs of the network upgrades identified in the Byron Solar GIA, such that no other interconnection customers will be negatively affected by the requested extension.²⁵

²¹ 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).

²² Waiver Request at 9.

²³ *Id.* at 7.

²⁴ *Id.* at 11.

²⁵ *Id.* at 12.

The Commission orders:

Byron 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.