

194 FERC ¶ 61,045
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.

Greenswitch Wind, LLC

Docket No. ER26-535-000

ORDER GRANTING WAIVER REQUEST

(Issued January 22, 2026)

1. On November 17, 2025, as supplemented on November 24, 2025, pursuant to Rule 207(a)(5) of the Commission's Rules of Practice and Procedure,¹ Greenswitch Wind, LLC (Greenswitch) 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 Amended and Restated Generator Interconnection Agreement (GIA) among Greenswitch as interconnection customer, Ameren Illinois Company (Ameren Illinois) as transmission owner, and MISO as transmission provider (Greenswitch GIA). Greenswitch requests that the Commission grant waiver to allow for a 16-month extension of the commercial operation deadline for its planned wind generating facility (Project), from December 15, 2027 to April 15, 2029. As discussed below, we grant Greenswitch'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 three (3) consecutive years, after which Transmission

¹ 18 C.F.R. § 385.207(a)(5) (2025).

Provider shall terminate the GIA if the Generating Facility has still failed to reach Commercial Operation.²

3. Article 2.3.1 of the Greenswitch 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 thereunder³

4. Appendix B of the Greenswitch GIA establishes milestones for the interconnection of the Project, including a commercial operation date of December 15, 2024.⁴ Pursuant to GIP section 4.4.4 and Article 2.3.1 of the Greenswitch GIA, MISO must terminate the Greenswitch GIA if the Project does not achieve commercial operation by December 15, 2027.

5. Greenswitch states that it is developing the Project, which is a 200 MW wind generating facility located in Macon County, Illinois that will interconnect with the transmission system owned by Ameren Illinois and operated by MISO.⁵ Greenswitch states that it is working diligently to develop the Project and made significant advancements to reach its commercial operation deadline. Specifically, Greenswitch asserts that it has spent approximately \$12.5 million developing the Project, including the cost of acquiring leases and easements, conducting environmental studies, completing engineering studies and designs, and ordering equipment items with long lead times for the Project.⁶ Greenswitch also states that it has executed a contract with the Illinois Power Agency for the wholesale sale of the Project's renewable energy credits.⁷

² 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.

³ Greenswitch GIA, art. 2.3.1.

⁴ *Id.*, app. B, Interconnection Customer Milestone No. 32.

⁵ Waiver Request at 5; Supplement at 1.

⁶ Waiver Request at 5.

⁷ *Id.* at 6.

6. Greenswitch contends that, due to circumstances beyond its control, it is unable to meet the current commercial operation deadline set forth in the Greenswitch GIA.⁸ Greenswitch states that delays originating during the COVID-19 pandemic have created obstacles for the development of the Project. Specifically, Greenswitch states that following the outbreak of the COVID-19 pandemic, land agent meeting efforts were suspended, and alternate strategies took time to develop. Such delays resulted in land acquisition taking longer than originally anticipated, which impacted other Project milestones.⁹

7. Greenswitch states that the Project must obtain Determinations of No Hazard from the Federal Aviation Administration (FAA) prior to beginning construction. Greenswitch states that it submitted its request for Determinations of No Hazard for the Project to the FAA in March 2025. Greenswitch explains that, while it initially anticipated that it could obtain such determinations from the FAA by the end of 2025, that timeline is no longer achievable.¹⁰ Greenswitch explains that this delay stems from the January 20, 2025 Presidential Memorandum directing a temporary pause on new leases and permits for wind projects.¹¹ Greenswitch states that this change in policy has created uncertainty for Greenswitch because there is no way of knowing whether requests to the FAA for Determinations of No Hazard, which require input from the U.S. Department of Defense, will be processed on the same timeline as they have been in the past.¹² Greenswitch asserts that delays are exacerbated by other circumstances, including staff reductions at the FAA in early 2025 and the recent federal government shutdown that commenced October 1, 2025, which delayed agency processing times.¹³

8. Greenswitch further states that the federal government's implementation of tariffs on steel and aluminum imports has resulted in additional procurement delays.¹⁴

⁸ *Id.*

⁹ *Id.*

¹⁰ *Id.* at 7.

¹¹ *Id.* at 7-8 (citing Temporary Withdrawal of All Areas on the Outer Continental Shelf from Offshore Wind Leasing and Review of the Federal Government's Leasing and Permitting Practices for Wind Projects, 90 Fed. Reg. 8363 (Jan. 29, 2025)).

¹² *Id.* at 8.

¹³ *Id.* at 7.

¹⁴ *Id.* at 8.

Greenswitch states that these federal policy changes will continue to cause uncertainty and delays.

II. Waiver Request

9. Greenswitch requests waiver of GIP section 4.4.4 and Article 2.3.1 of the Greenswitch GIA to accommodate a 16-month extension for the Project's commercial operation deadline, from December 15, 2027 to April 15, 2029.¹⁵ Greenswitch argues that its waiver request satisfies the Commission's criteria for granting waiver.¹⁶

10. First, Greenswitch argues that it acted in good faith and has been diligently pursuing the Project.¹⁷ Greenswitch asserts that prior to the unanticipated federal policy changes and exacerbated supply chain issues, Greenswitch expected the Project to begin construction and achieve timely commercial operation. Greenswitch states that it has completed all applicable GIA milestones and security requirements to date and continues to make significant investments in the Project, including paying study deposits, posting security under the Greenswitch GIA, obtaining land rights, and engaging in related project development activities in the face of delays caused by circumstances beyond its control.¹⁸

11. Second, Greenswitch asserts that the requested waiver is limited in scope and would permit a 16-month extension of the current commercial operation deadline for the Project only.¹⁹ Greenswitch states that the requested waiver does not relieve Greenswitch of any financial obligations associated with the Greenswitch GIA.²⁰ Greenswitch contends that the requested waiver accounts for the expected timeline to obtain Determinations of No Hazard from the FAA and procure necessary equipment in the face of supply chain challenges, while accommodating the Project's construction schedule.²¹

¹⁵ *Id.* at 12.

¹⁶ *Id.* at 9.

¹⁷ *Id.*

¹⁸ *Id.* at 10.

¹⁹ *Id.* at 11.

²⁰ *Id.*

²¹ *Id.*

12. Third, Greenswitch contends that the requested waiver addresses a concrete problem because, absent waiver, MISO will terminate the Greenswitch GIA if the Project does not achieve commercial operation by the existing December 15, 2027 deadline.²² Greenswitch states that, while it is actively developing the Project, it cannot achieve operation by December 15, 2027 due to factors outside of its control.²³ Greenswitch contends that the requested waiver will provide sufficient time to obtain Determinations of No Hazard from the FAA and procure necessary equipment, while avoiding termination of the Greenswitch GIA.²⁴ Greenswitch also notes that, absent waiver, potential cost shifts to later-queued interconnection customers could occur, and MISO would have less generation capacity in 2029.²⁵

13. Finally, Greenswitch argues that the requested waiver will not have undesirable consequences or harm third-party interests.²⁶ Greenswitch states that it has committed to funding all network upgrades for the Project, and Greenswitch asserts that no other interconnection customers are dependent upon the completion of network upgrades required for the Project; therefore, no other interconnection customers would be negatively impacted by the requested waiver.²⁷

14. Greenswitch states that it is authorized to represent that MISO supports the waiver request.²⁸

III. Notice and Responsive Pleadings

15. Notice of Greenswitch's filing was published in the *Federal Register*, 90 Fed. Reg. 52657 (Nov. 21, 2025), with interventions and protests due on or before December 8, 2025. MISO and Ameren Services Company, on behalf of its affiliates Ameren Illinois, Ameren Transmission Company of Illinois, and Union Electric Company, filed timely motions to intervene.

²² *Id.* at 12.

²³ *Id.*

²⁴ *Id.*

²⁵ *Id.*

²⁶ *Id.* at 13.

²⁷ *Id.*

²⁸ *Id.* at 3, 13.

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), the timely, unopposed motions to intervene serve to make the entities that filed them parties to this proceeding.

B. Substantive Matters

17. We grant Greenswitch's waiver request. Specifically, we grant Greenswitch's request for waiver of GIP section 4.4.4 and Article 2.3.1 of the Greenswitch GIA to allow for a 16-month extension of the commercial operation deadline for the Project, from December 15, 2027 to April 15, 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.²⁹ We find that the circumstances of Greenswitch's waiver request satisfy these criteria.

18. First, we find that Greenswitch acted in good faith to develop the Project in accordance with the GIP and the Greenswitch GIA. Greenswitch states that it has completed all applicable payment milestones under the Greenswitch GIA. Greenswitch asserts that it has worked diligently to advance the Project's development despite supply chain disruptions and potential delays due to tariffs and changes in federal wind permitting policies.³⁰ Greenswitch states that, prior to these unforeseen delays, it expected the Project to achieve commercial operation by the deadline.³¹

19. Second, we find that the requested waiver is of limited scope because it represents a one-time waiver of GIP section 4.4.4 and Article 2.3.1 of the Greenswitch GIA to allow for a 16-month extension of the commercial operation deadline for the Project, from December 15, 2027 to April 15, 2029. The limited waiver applies only to this deadline and does not relieve Greenswitch of any financial obligations in the Greenswitch GIA. Further, if the Project does not achieve commercial operation by April 15, 2029, the Greenswitch GIA will be subject to termination by MISO.

²⁹ 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).

³⁰ Waiver Request at 10.

³¹ *Id.* at 9.

20. Third, we find that granting waiver will remedy a concrete problem. Absent waiver, MISO must terminate the Greenswitch GIA if the Project does not achieve commercial operation by the December 15, 2027 deadline. However, Greenswitch states that circumstances beyond its control have delayed the development of the Project such that it is unable to achieve commercial operation by December 15, 2027.³² We find that granting waiver will provide Greenswitch the additional time needed to obtain Determinations of No Hazard from the FAA, construct the Project, and achieve commercial operation by April 15, 2029.

21. Finally, we find that granting waiver will not have undesirable consequences, such as harming third parties. Greenswitch asserts that it has committed to funding all network upgrades for the Project, and that no other interconnection customers will be adversely affected by the requested waiver.³³

The Commission orders:

Greenswitch'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.

³² *Id.* at 12.

³³ *Id.* at 13.