STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Commonwealth Edison Company
Ameren Illinois Company
d/b/a Ameren Illinois and
MidAmerican Energy Company
Verified Petition for Declaratory Ruling
Pursuant to Section 200.220 of the Illinois
Commerce Commission’s Rules of Practice.

JOINT STIPULATION AND SETTLEMENT

Commonwealth Edison Company ("ComEd"), Ameren Illinois Company d/b/a Ameren Illinois ("Ameren Illinois"), and MidAmerican Energy Company ("MidAmerican") (together, the "Utilities"), and Paris Solar, LLC ("Paris Solar") (the Utilities and Paris Solar, collectively, the "Settling Parties"), hereby submit this Joint Stipulation and Settlement concerning their disputes regarding certain contracts identified below and with respect to the above-referenced docket. The Settling Parties respectfully request that the Illinois Commerce Commission (the "Commission" or "ICC") approve this Joint Stipulation and Settlement. In support of this Joint Stipulation and Settlement, the Settling Parties state as follows.

I. INTRODUCTION

1. This docket involves certain disputes between the Utilities, on the one hand, and Paris Solar, on the other hand, as referenced in Section II of this Joint Stipulation and Settlement.

2. In brief, in 2018, the Utilities and Paris Solar entered into three separate but similar renewable energy credits ("RECs") contracts (one between each utility and Paris Solar) (the "RECs Agreements") pursuant to statutory and regulatory processes under the Illinois Power Agency Act, 20 ILCS 3855/1 et seq. (the "IPA Act"), and the PUA. In each contract, Paris Solar is a seller of RECs and the applicable utility is the buyer.
3. The Utilities and Paris Solar have certain open disputes regarding their respective contracts.

4. The Settling Parties have negotiated a proposed agreed resolution of their contractual disputes and this docket. The proposed settlement agreement is set forth in this Joint Stipulation and Settlement and also involves the Commission’s entry as its final Order of a Draft Proposed Order prepared and proposed by the Settling Parties. The proposed settlement is set forth in Section III of this Joint Stipulation and Settlement.

5. The current understanding of the Settling Parties is that the Illinois Power Agency (“IPA”) and the Staff of the Commission (“Staff”) do not oppose the proposed settlement. At this time, there are no other parties in this Docket.

II. BACKGROUND

6. The next four paragraphs of this Joint Stipulation and Settlement briefly describe the Utilities’ Petition that led to the initiation of this Docket. The presentation of this discussion is not intended to mean or imply that Paris Solar does or does not agree with any particular aspect of the Petition, although Paris Solar has indicated to the Utilities that, if this docket were to proceed to litigation, then Paris Solar would intend to oppose the Petition. See also the final paragraph of this Section II.

7. On August 23, 2019, the Utilities filed a Verified Petition for Declaratory Ruling (the “Petition”) with the Commission. The Utilities’ filing of the Petition lead to the initiation of this docket.

8. The Petition alleged that the Utilities requested a declaratory ruling regarding the application of the IPA Act and the PUA to overlapping and parallel live controversies in which the
Utilities are the affected parties and in which they each have the same counter-party, *i.e.*, the Utilities’ above-referenced disputes with Paris Solar relating to the applicable RECs Agreements.

9. The Petition alleged that Paris Solar, in May and June 2019, anticipatorily breached, repudiated, or breached the contracts.

10. The Utilities, in Paragraphs 38 and 39 of the Petition, requested a declaratory ruling regarding the application of the IPA Act and the PUA to the Utilities’ then-planned course of action as it was described in Paragraph 34 of the Petition and/or such other direction as the Commission concluded should be issued under the IPA Act and the PUA.

11. The Settling Parties, for purposes of this Joint Stipulation and Settlement and in order to achieve an agreed resolution of their disputes and the closing of this docket, do not present or propose any allegation, opposition, finding, or conclusion on whether the Commission had jurisdiction over the Petition and the Utilities’ declaratory ruling requests under the foregoing authorities or on the merits or any other aspects of the Petition and the requested declaratory rulings. The proposed settlement provides for the Commission’s concluding this docket without ruling on its jurisdiction over the Petition and without ruling on the Petition’s merits and the requested relief, as reflected later in this Joint Stipulation and Settlement.

**III. THE PROPOSED AGREED RESOLUTION**

12. The Settling Parties have prepared and promptly will submit to the Commission for approval a Joint Motion of the Utilities and Paris Solar for Approval of Joint Stipulation and Settlement and of Draft Proposed Order. The Motion has two Exhibits: a copy of this Joint Stipulation and Settlement (Exhibit 1) and a Draft Proposed Order (Exhibit 2).

13. The Settling Parties’ proposed agreed resolution consists of the following terms and conditions:
a. The Utilities will retain the applicable collateral posted to date by Paris Solar under the applicable RECs Agreements.


c. Paris Solar shall not be required to post the additional collateral otherwise required under the RECs Agreements with ComEd and Ameren Illinois (as discussed and reflected further in point g, below).

d. Paris Solar will be released from any and all obligations to supply RECs under the RECs Agreements (as discussed and reflected further in point g, below).

e. The proposed agreed resolution is subject to, and conditioned upon, the Commission’s approving this Joint Stipulation and Settlement and issuing a final Order that is consistent in all material respects with the Draft Proposed Order, including but not limited to findings and conclusions in the final Order that the Utilities’ entry into and performance of the agreed resolution is prudent and reasonable given the anticipated or possible costs, burdens, risks, and delays of further litigation of this live controversy before the Commission and potentially before the Illinois courts, and that the
Utilities’ entry into and performance of the agreed resolution is consistent with the IPA Act and the PUA.

f. The terms and conditions of this Joint Stipulation and Settlement shall become effective on the date the Commission approves this Joint Stipulation and Settlement and enters the Draft Proposed Order as a final order, whichever is later.

g. Under the proposed agreed resolution, if all conditions are met, including Commission approvals as indicated above, then, within 10 business days of the expiration of the time for any party or proposed intervenor to seek rehearing of the final Order, the applicable RECs Agreements will be terminated and the Utilities and Paris Solar will execute mutual releases of liability under the RECs Agreements, consistent with the terms of the agreed resolution.

h. In the event of such Commission approvals, the operative documents to terminate the applicable RECs Agreements and the mutual releases shall be timely prepared and entered into by the Settling Parties in good faith, on reasonable terms, and consistent with this Joint Stipulation and Settlement. The Settling Parties, as a compliance filing, for informational purposes only, will promptly file copies of said documents in this docket.

i. Any and all previous understandings and agreements among the Settling parties relating to the terms and conditions of this Joint Stipulation and Settlement are superseded by and merged into this document, which alone
fully and completely expresses the agreement between the Settling Parties relating to its subject matter.

j. Any modification to this Joint Stipulation and Settlement may be made only by an instrument in writing signed by or on behalf of the party or parties to be bound by such modification.

k. There is no third-party beneficiary of this Joint Stipulation and Settlement and its provisions do not impart enforceable rights to any person or entity that is not a party to this Joint Stipulation and Settlement. This Joint Stipulation and Settlement, however, shall be binding upon, and its benefits shall inure to each of the Settling Parties’ current and former parent corporations, affiliates, and subsidiaries, and any and all successors and assigns, if and as applicable.

l. The agreed resolution shall be subject to the internal laws of the State of Illinois.

m. The agreed resolution also includes the agreements and stipulations stated in the remainder of Section III of this Joint Stipulation and Settlement.

14. The Settling Parties agree and stipulate to take all reasonable and necessary actions to obtain Commission approval of the agreed resolution, this Joint Stipulation and Settlement, and the Draft Proposed Order.

15. The Settling Parties agree and stipulate that the resolution of the disputes addressed in this Joint Stipulation and Settlement and the Draft Proposed Order is supported by the applicable facts and is reasonable under the circumstances.
16. The Settling Parties agree and stipulate that the proposed agreed resolution: (a) is within the jurisdiction of the Commission under Section 10-101.1(b) of the Public Utilities Act, 220 ILCS 5/10-101.1(b); (b) is prudent and reasonable for the Utilities to enter into and perform given the anticipated or possible costs, burdens, risks, and delays of further litigation of this live controversy before the Commission and potentially before the Illinois courts; and (c) is consistent with the Illinois Power Agency Act and the Public Utilities Act. The Settling Parties also agree and stipulate that the Commission’s exercise of jurisdiction and review of the proposed agreed resolution also is consistent with the fact that the contracts at issue are RECs Agreements created and approved by IPA and the Commission.

17. The negotiations leading to the Settling Parties’ proposed agreed resolution are and shall remain privileged, confidential, and / or inadmissible material pursuant to Section 10-101.1(b) of the Public Utilities Act, Illinois Rule of Evidence 408, and/or other applicable authority.

18. The Settling Parties stipulate and agree that if the Commission approves this Joint Stipulation and Settlement and enters the Draft Proposed Order as the Commission’s final Order, and the time for any party or proposed intervenor to seek rehearing expires, then such actions shall constitute a final resolution of all issues presented for determination in this docket. As indicated earlier in this Joint Stipulation and Settlement, such actions will conclude this docket without the Commission’s ruling on its jurisdiction over the Petition and without ruling on the Petition’s merits and the requested relief.

19. If the Commission approves the agreed resolution, and, later, any dispute or disputes arise among any or all of the Settling Parties with respect to the contract termination documents and/or the mutual releases, then the Settling Parties agree that they will seek to resolve
such disputes timely, on reasonable terms, and in good faith and that, if they are unable to do so within the required time period, then that they may seek to present the disputes to the Commission [for voluntary mediation under Section 10-101.1(b) of the Public Utilities Act, 220 ILCS 5/10-101.1(b)] or for appropriate resolution consistent with applicable substantive and procedural law by the Commission.

20. The Settling Parties, in submitting this Joint Stipulation and Settlement and the Draft Proposed Order, understand that the Administrative Law Judge will review those documents and that the Commission may conclude that the Joint Stipulation and Settlement and/or the Draft Proposed Order should not be approved or should be modified.

21. Accordingly, the Joint Motion of the Utilities and Paris Solar for Approval of Joint Stipulation and Settlement and of Draft Proposed Order will provide in part that the Settling Parties respectfully requests that, in the event that the Commission does not approve, or materially modifies, the Joint Stipulation and Settlement and/or the Draft Proposed Order, then the Settling Parties be given a reasonable amount of time thereafter (at least 15 business days) to determine whether the Settling Parties nonetheless wish (a) to proceed with the proposed agreed resolution “as is” except subject to the modifications required to be consistent with the Commission’s actions, (b) to propose to modify the agreed resolution, or (c) to resume litigation. A decision in accordance with (a) or (b) above must be by unanimous agreement by each of the Settling Parties.

22. If the Commission does not approve the proposed agreed resolution consistent with this Joint Stipulation and Settlement, then this Joint Stipulation and Settlement shall be null and void and the Settling Parties shall be in no way limited or prevented from pursuing any and all actions required or permitted in the instant docket and / or pursuing any and all other lawful actions relating to this subject matter.
23. The Settling Parties agree and stipulate that the signatories below have the lawful authority to bind the applicable party for which they are signing this Joint Stipulation and Settlement.

24. The Settling Parties agree and stipulate that this Joint Stipulation and Settlement may be executed in counterparts and that a genuine signature by copy, facsimile, or portable document format (".pdf") is as binding as an original signature.

IN WITNESS WHEREOF, the Parties have duly executed this Stipulation Agreement as of the date last set forth below.

Dated: November 19, 2019

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