

**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS**

**SOLAR PHOTOVOLTAIC ELECTRICITY PURCHASE AGREEMENT
COMMUNITY POWER GROUP, LLC.**

OFFICE OF ADMINISTRATIVE AND PROCUREMENT SERVICES

OLIVE-HARVEY COLLEGE

**(AMENDMENT TO BOARD REPORTS #33991, ADOPTED JUNE 4, 2020, AND 34305, ADOPTED
AUGUST 5, 2021)**

THE CHANCELLOR RECOMMENDS:

That the Board of Trustees authorizes the Chair, upon final approval of the General Counsel of the legal form of such agreement, to amend an agreement with Community Power Group, LLC. to install, secure, and maintain a 500 kWac (alternating current) / 728 kWdc (direct current) Solar Photovoltaic Array at Olive-Harvey College and provide electricity generated by the array via a power purchase agreement (PPA) at a total electricity supply cost not to exceed \$350,000. The original agreement was for fifteen (15) years from the date of commercial operation. This amendment shall document the actual commercial operating date of June 12, 2026, and the amended term shall therefore run through June 11, 2041. The Board shall also have the option to buy the system after a minimum of five (5) years, or renew the PPA for three (3), five-year terms after the completion of the original fifteen (15) year term.

VENDOR: Community Power Group, LLC.
5636 Connecticut Ave. NW #42729
Washington, DC 20015

USER: Olive-Harvey College

ORIGINAL TERM:

Pursuant to Board Report 34305, the original term of this agreement with Community Power Group, LLC. shall commence no earlier than August 1, 2024, and will continue through fifteen (15) years from the date of commercial operation, estimated to be January 1, 2040. The District shall have the option to buy the system at an agreed upon buyout schedule after a minimum of ten (10) years or sign another PPA and lease term at an agreed upon rate schedule and term length after fifteen (15 years), if so, authorized by the Board of Trustees.

AMENDED TERM:

The amended term of this agreement shall document the commercial operating date of June 12, 2026. The agreement shall therefore run for fifteen years from said date through June 11, 2041. The District's option to buy the system at an agreed upon buyout schedule shall now commence after a minimum of five (5) years. Such buyout option shall only be exercised upon the authority of the Board of Trustees. The District shall also hold the option to renew the PPA for an additional three (3) 5-year terms, at an agreed upon rate schedule to be negotiated in good faith at such time, if so, authorized by the Board of Trustees.

SCOPE OF SERVICES:

Community Power Group, LLC. will furnish and install a Solar Photovoltaic (PV) Array at Olive-Harvey College that is 500 kWac / 728 kWdc. This procurement was made possible by the Illinois Solar for All program, which provides incentives to Community Power Group, LLC. for the estimated 14,847 MWh to be produced by the solar PV array over the next 15 years. Community Power Group, LLC. will provide site security, including fencing for the array, maintenance, and operations for 15 years, and be responsible for preparing and submitting all project design and interconnection documents to the local utility. With the completion of engineering, construction, and interconnection, all relevant exhibits to the agreement shall be updated to reflect as-built conditions.

The locked-in supply rate for all solar electricity produced under this agreement is \$0.01 per kilowatt-hour for the first ten (10) years, escalating to \$0.0221 from years 11 to 15. The not to exceed amount of \$350,000 shall be inclusive of a \$180,000 payment to be made in year 1 upon reaching the commercial operation date, with the next supply payment due only when 11,313,954 kWh have been produced, approximately 11 years after system energizing. If the Board exercises its option to buy the system prior to reaching that level of kWh production, any unused portion of the initial payment shall be applied to the buyout provision.

BENEFIT TO CITY COLLEGES OF CHICAGO:

Olive-Harvey College is located within an area designated as an environmental justice community by Illinois Solar for All, making the campus eligible for this incentive program. The Solar PV Array will provide a net savings to the District estimated at more than \$200,000 in avoided electricity supply payments under current supply rates, and additional savings in reduced capacity and transmission charges due to the on-site generation over the next 15 years.

VENDOR SELECTION CRITERIA:

The District contracted with Constellation Energy Services Inc., based upon state law which provides that contracts for goods and services procured from another governmental entity are exempt from the District's competitive bidding requirements.

In March 2021, Constellation Energy Services, Inc. completed the sale of its Distributed Solar Business. As per Article 12 of the Lease Agreement and Article 10 of the PPA authorized by Board Report 33991, Community Power Group, LLC was delegated the Olive-Harvey College site lease

and power purchase agreement from Constellation Energy Services via assignment and assumption.

MBE/WBE COMPLIANCE:

The Office of Procurement Services has reviewed the proposed compliance plan and determined the Vendor has complied with the Board Approved MBE/WBE Contract Participation Plan:

<u>Vendor</u>	<u>MBE or WBE</u>	<u>%</u>	<u>Participation</u>	<u>Certifying Agency</u>
Millennium Solar Electric, Inc. 760 Burnham Ave. Calumet City, IL 60409	MBE	25	Indirect	Cook County
Unique Casework Installations, Inc. 3836 West 16 th St Chicago, IL 60629	WBE	7	Indirect	City of Chicago

GENERAL CONDITIONS:

Inspector General – It shall be the duty of each party to the agreement to cooperate with the Inspector General for City Colleges of Chicago in any investigation conducted pursuant to the Inspector General’s authority under Article 2, Section 2.7.4(b) of the Board Bylaws.

Ethics – It shall be the duty of each party to the agreement to comply with the applicable provisions of the Board’s Ethics Policy adopted January 7, 1993, and as amended by the Board.

Contingent Liability – Pursuant to Section 7-14 of the Illinois Public Community College Act, all agreements authorized herein shall contain a clause that any expenditure beyond the current fiscal year is subject to appropriation in the subsequent fiscal year.

FINANCIAL

Total: \$350,000

Charge to: Office of Administrative and Procurement Services

Source of Funds: Operations & Maintenance Fund

Budget Line: 573000-05501-5070800-70000

Respectfully submitted,

**Juan Salgado
Chancellor**