

New Agreement PIR-15-007 (To be completed by CGL Office)

| Division | Agreement Manager: | MS- | Phone |
|----------|--------------------|-----|--------------|
| ERDD | Kevin Mori | 51 | 916-327-1475 |

| Recipient's Legal Name | Federal ID Number |
|---|-------------------|
| Gallo Cattle Company, LP dba Joseph Gallo Farms | 94-1352652 |

| Title of Project |
|---|
| Conversion of Low Value Waste Heat into High Value Energy Savings |

| Term and Amount | Start Date | End Date | Amount |
|-----------------|------------|-----------|--------------|
| | 4/1/2016 | 2/28/2019 | \$ 1,207,136 |

Business Meeting Information

 ARFVTP agreements under \$75K delegated to Executive Director.

| | | | |
|--------------------------------|----------|----------------------------------|--|
| Proposed Business Meeting Date | 3/9/2016 | <input type="checkbox"/> Consent | <input checked="" type="checkbox"/> Discussion |
|--------------------------------|----------|----------------------------------|--|

| | | | |
|----------------------------|----------------|--------------|-----------|
| Business Meeting Presenter | Rajeesh Kapoor | Time Needed: | 5 minutes |
|----------------------------|----------------|--------------|-----------|

Please select one list serve. Select

Agenda Item Subject and Description

GALLO CATTLE COMPANY, LP DBA JOSEPH GALLO FARMS. Proposed resolution approving agreement GFO-15-501-4 with Gallo Cattle Company, LP dba Joseph Gallo Farms for a \$1,207,136.00 grant to demonstrate an innovative waste heat recovery system using advanced absorption chiller technology for industrial food processing needs.

California Environmental Quality Act (CEQA) Compliance

1. Is Agreement considered a "Project" under CEQA?
 Yes (skip to question 2) No (complete the following (PRC 21065 and 14 CCR 15378)):
 Explain why Agreement is not considered a "Project":
 Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because

2. If Agreement is considered a "Project" under CEQA:
 a) Agreement **IS** exempt. (Attach draft NOE)
 Statutory Exemption. List PRC and/or CCR section number: _____
 Categorical Exemption. List CCR section number: Cal. Code Regs., tit 14, § 15301 -- Cal. Code Regs., tit 14, § 15304

 Common Sense Exemption. 14 CCR 15061 (b) (3)

Explain reason why Agreement is exempt under the above section:

Cal. Code Regs., tit. 14, sect. 15301 provides that projects which consist of the operation repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, and which involve negligible or no expansion of use beyond that existing at the time of the lead agency's determination, are categorically exempt from the provisions of the California Environmental Quality Act. This project will involve installation of an ammonia-water absorption chiller at the existing food processing facility (Gallo Cattle Farms, LP dba Joseph Gallo Farms). There will be modifications in the following areas to accommodate the new equipment addition: a) piping and electrical systems, and b) exhaust flow from engine generators, processing chilling loops, and processing heating loops. There will no change in emissions.

Cal. Code Regs., tit. 14, sect. 15304 provides that projects which consist of minor alterations in the condition of land, water, and/or vegetation, and which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes are exempt. This project will include 400 feet of trenching within the existing facility stated above for installation of 1800 feet of below ground pipelines containing hot water or coolant with size range of 4 inches to 8 inches.

 b) Agreement **IS NOT** exempt. (Consult with the legal office to determine next steps.)

Check all that apply

 Initial Study Environmental Impact Report Negative Declaration Statement of Overriding Considerations Mitigated Negative Declaration

List all subcontractors (major and minor) and equipment vendors: (attach additional sheets as necessary)

GRANT REQUEST FORM (GRF)



| Legal Company Name: | Budget |
|-------------------------------|------------|
| Maas Energy Works | \$ 203,500 |
| Custom Pipe and Design | \$ 98,800 |
| Industrial Electrical Company | \$ 73,500 |
| TBD - Excavation/Concrete | \$ 62,970 |
| TBD - Controls | \$ 22,000 |
| | \$ |
| | \$ |
| | \$ |
| | \$ |

Exhibit A Scope of Work

I. TASK AND ACRONYM/TERM LISTS

A. Task List

| Task # | CPR ¹ | Task Name |
|--------|------------------|--|
| 1 | | General Project Tasks |
| 2 | | Contract Execution |
| 3 | X | Pre-Installation Design |
| 4 | | Installation |
| 5 | | Monitoring |
| 6 | | Evaluation of Project Benefits |
| 7 | | Technology/Knowledge Transfer Activities |

B. Acronym/Term List

| Acronym/Term | Meaning |
|--------------|---|
| CAM | Commission Agreement Manager |
| CAO | Commission Agreement Officer |
| CEQA | California Environmental Quality Act |
| CPR | Critical Project Review |
| M&V | Measurement & Verification |
| Recipient | Gallo Cattle Company, LP DBA Joseph Gallo Farms |
| TAC | Technical Advisory Committee |

II. PURPOSE OF AGREEMENT, PROBLEM/SOLUTION STATEMENT, AND GOALS AND OBJECTIVES

A. Purpose of Agreement

The purpose of this Agreement is to fund the installation of an innovative and comprehensive waste heat recovery system that will use proven, but still-emerging technologies, to capture low value waste energy, and use the recovered energy to offset high value energy loads in an industrial food processing setting, and disseminate the results to enable market adaptation.

B. Problem/Solution Statement

Problem

The low cost of natural gas has discouraged industrial companies from investing in technologies that reduce gas consumption. Waste heat, especially lower temperature waste, is usually discarded because companies do not have a reliable, financially profitable method to recover it. Although absorption chillers may offer a method of converting waste heat into usable chilling and heating, the dominant standard Lithium-Bromide process design does not meet industrial needs. Lithium-Bromide Absorption Chillers cannot provide sufficient chilling temperatures for many industrial chilling loads, nor is the technology reliable enough for broad industrial adaptation.

¹ Please see subtask 1.3 in Part III of the Scope of Work (General Project Tasks) for a description of Critical Project Review (CPR) Meetings.

Exhibit A

Scope of Work

Solution

The Recipient's project will demonstrate an innovative, multi-stage process for collecting low-value waste-heat, and then employing each form of energy to its highest value. First, all available waste heat will be collected from engine jacket water and exhaust from an existing biogas generator. Then, the advanced absorption chiller technology converts hot water into high value chilling, while also producing lower value hot and warm water streams. This technology can tolerate true industrial conditions while supplying both very cold chilling and very hot water. Finally, the project will use each of these energy streams to offset existing natural gas or electricity loads by taking low value waste energy streams and demonstrating a financially sustainable and environmentally beneficial use for the huge industrial potential of waste heat.

C. Goals and Objectives of the Agreement

Agreement Goals

The goal of this project is to install an innovative, comprehensive system to capture low value waste energy, and use the recovered energy to offset high value energy loads in an industrial food processing setting, thus demonstrating an environmentally and financially beneficial use for energy that would otherwise be discarded.

Ratepayer Benefits²: This Agreement could result in ratepayer benefits of reduced energy loads, improved rural service reliability, and improved environmental benefits by decreasing the Recipient's annual natural gas usage by an estimated 186,000 therms, or 23.5% of the Recipient's total plant usage. These savings are stable and reliable over the long term, as the technology could reduce natural gas demand spikes, thus decreasing ratepayer costs for gas purchase and distribution across the system. Lower long term demand from a major customer also reduces the need for further investment in the gas pipeline system, which will reduce ratepayer costs. The Agreement could also decrease electric usage by an estimated 1,300,000 kWh, or 38% of the total plant usage. The combined impact of these natural gas and electrical reductions results in an estimated greenhouse gas emissions reduction of 1,420 metric tons of CO₂e, contributing to greater health, safety, and environmental protection.

Technological Advancement and Breakthroughs: The project will advance industrial heat recovery technologies by fully integrating available energy transfer technologies and deploying emerging technologies. These technologies will be used at the Recipient's existing cheese production plant, as a commercial demonstration at a high profile, highly advanced

² California Public Resources Code, Section 25711.5(a) requires projects funded by the Electric Program Investment Charge (EPIC) to result in ratepayer benefits. The California Public Utilities Commission, which established the EPIC in 2011, defines ratepayer benefits as greater reliability, lower costs, and increased safety (See CPUC "Phase 2" Decision 12-05-037 at page 19, May 24, 2012. http://docs.cpuc.ca.gov/PublishedDocs/WORD_PDF/FINAL_DECISION/167664.PDF).

Exhibit A Scope of Work

industrial food processing facility. The central technology in the comprehensive system is an ammonia-water absorption chiller. This technology, developed under the “ThermoSorber” brand name by Energy Concepts Company LLC, will be applied by the project team to bring about technological advancement on two fronts.

First, the ammonia-water absorption chiller technology proposed for this project is a higher performance absorption chiller system compared to standard lithium-bromide systems on the market. Ammonia-water chillers can achieve far lower output chilling temperatures (as low as negative 50°F) than can standard systems (about 48°F). The project will demonstrate a high performance, commercial ammonia-water absorption chiller in an industrial food processing application.

The ThermoSorber’s low-temperature chilling capability makes possible the second technological advancement: industrial process chilling. Most absorption chillers are used for comparatively low value space chilling, since they cannot produce temperatures low enough for process chilling needs. This low temperature chilling potential means that the host can supply the necessary industrial chilling levels at the minimum 32°F for their cheese processing plant. For other types of systems, the ThermoSorber can supply even colder loads. Finally, the design of the ThermoSorber not only provides low chilling temperature output, but also supplies multiple uses of warm and hot water waste heat streams that are not usually possible with standard absorption chillers.

Together, the new technologies advanced herein could enable a new wave of industrial chiller applications to serve loads using low value waste heat.

Agreement Objectives

The objectives of this Agreement are to:

1. Replace inefficient heat-shedding equipment with emergent energy recovery and re-use devices, so as to capture waste hot water and exhaust energy streams of 86,250 BTU/min of usable energy.
2. Beneficially use all recovered heat in a manner that maximizes the value of each type of energy. Beneficial uses will include industrial chilling, boiler and cleaning, water pre-heating, pre-heating pasteurization processes, and drying of food products.
3. Reduce total site natural gas consumption on site by an estimated 186,000 therms per year or 23.5% of total plant gas usage.
4. Reduce total site electrical consumption on site by an estimated 1,300,000 kWh or 38% of total plant electrical usage.
5. Reduce total site greenhouse gas emissions by an estimated 1,420 metric tons of CO-2e per year.
6. Create and disseminate quantifiable evidence of high-value energy savings from industrial waste heat recovery at a high-profile commercial cheese production facility.

Exhibit A

Scope of Work

III. TASK 1 GENERAL PROJECT TASKS

PRODUCTS

Subtask 1.1 Products

The goal of this subtask is to establish the requirements for submitting project products (e.g., reports, summaries, plans, and presentation materials). Unless otherwise specified by the Commission Agreement Manager (CAM), the Recipient must deliver products as required below by the dates listed in the **Project Schedule (Part V)**. Products that require a draft version are indicated by marking “**(draft and final)**” after the product name in the “Products” section of the task/subtask. If “(draft and final)” does not appear after the product name, only a final version of the product is required. With respect to due dates within this Scope of Work, “**days**” means working days.

The Recipient shall:

For products that require a draft version, including the Final Report Outline and Final Report

- Submit all draft products to the CAM for review and comment in accordance with the Project Schedule (Part V). The CAM will provide written comments to the Recipient on the draft product within 15 days of receipt, unless otherwise specified in the task/subtask for which the product is required.
- Consider incorporating all CAM comments into the final product. If the Recipient disagrees with any comment, provide a written response explaining why the comment was not incorporated into the final product.
- Submit the revised product and responses to comments within 10 days of notice by the CAM, unless the CAM specifies a longer time period, or approves a request for additional time.

For products that require a final version only

- Submit the product to the CAM for acceptance. The CAM may request minor revisions or explanations prior to acceptance.

For all products

- Submit all data and documents required as products in accordance with the following:

Instructions for Submitting Electronic Files and Developing Software:

○ **Electronic File Format**

- Submit all data and documents required as products under this Agreement in an electronic file format that is fully editable and compatible with the Energy Commission’s software and Microsoft (MS)-operating computing platforms, or with any other format approved by the CAM. Deliver an electronic copy of the full text of any Agreement data and documents in a format specified by the CAM, such as memory stick or CD-ROM.

The following describes the accepted formats for electronic data and documents provided to the Energy Commission as products under this Agreement, and establishes the software versions that will be required to review and approve all software products:

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- Data sets will be in MS Access or MS Excel file format (version 2007 or later), or any other format approved by the CAM.
 - Text documents will be in MS Word file format, version 2007 or later.
 - Documents intended for public distribution will be in PDF file format.
 - The Recipient must also provide the native Microsoft file format.
 - Project management documents will be in Microsoft Project file format, version 2007 or later.
- **Software Application Development**
Use the following standard Application Architecture components in compatible versions for any software application development required by this Agreement (e.g., databases, models, modeling tools), unless the CAM approves other software applications such as open source programs:
- Microsoft ASP.NET framework (version 3.5 and up). Recommend 4.0.
 - Microsoft Internet Information Services (IIS), (version 6 and up) Recommend 7.5.
 - Visual Studio.NET (version 2008 and up). Recommend 2010.
 - C# Programming Language with Presentation (UI), Business Object and Data Layers.
 - SQL (Structured Query Language).
 - Microsoft SQL Server 2008, Stored Procedures. Recommend 2008 R2.
 - Microsoft SQL Reporting Services. Recommend 2008 R2.
 - XML (external interfaces).

Any exceptions to the Electronic File Format requirements above must be approved in writing by the CAM. The CAM will consult with the Energy Commission's Information Technology Services Branch to determine whether the exceptions are allowable.

MEETINGS

Subtask 1.2 Kick-off Meeting

The goal of this subtask is to establish the lines of communication and procedures for implementing this Agreement.

The Recipient shall:

- Attend a "Kick-off" meeting with the CAM, the Commission Agreement Officer (CAO), and any other Energy Commission staff relevant to the Agreement. The Recipient will bring its Project Manager and any other individuals designated by the CAM to this meeting. The administrative and technical aspects of the Agreement will be discussed at the meeting. Prior to the meeting, the CAM will provide an agenda to all potential meeting participants. The meeting may take place in person or by electronic conferencing (e.g., WebEx), with approval of the CAM.

The administrative portion of the meeting will include discussion of the following:

- Terms and conditions of the Agreement;
- Administrative products (subtask 1.1);
- CPR meetings (subtask 1.3);
- Match fund documentation (subtask 1.7);
- Permit documentation (subtask 1.8);

Exhibit A Scope of Work

- Subcontracts (subtask 1.9); and
- Any other relevant topics.

The technical portion of the meeting will include discussion of the following:

- The CAM's expectations for accomplishing tasks described in the Scope of Work;
 - An updated Project Schedule;
 - Technical products (subtask 1.1);
 - Progress reports and invoices (subtask 1.5);
 - Final Report (subtask 1.6);
 - Technical Advisory Committee meetings (subtasks 1.10 and 1.11); and
 - Any other relevant topics.
- Provide an *Updated Project Schedule*, *List of Match Funds*, and *List of Permits*, as needed to reflect any changes in the documents.

The CAM shall:

- Designate the date and location of the meeting.
- Send the Recipient a Kick-off Meeting Agenda.

Recipient Products:

- Updated Project Schedule (*if applicable*)
- Updated List of Match Funds (*if applicable*)
- Updated List of Permits (*if applicable*)

CAM Product:

- Kick-off Meeting Agenda

Subtask 1.3 Critical Project Review (CPR) Meetings

The goal of this subtask is to determine if the project should continue to receive Energy Commission funding, and if so whether any modifications must be made to the tasks, products, schedule, or budget. CPR meetings provide the opportunity for frank discussions between the Energy Commission and the Recipient. As determined by the CAM, discussions may include project status, challenges, successes, advisory group findings and recommendations, final report preparation, and progress on technical transfer and production readiness activities (if applicable). Participants will include the CAM and the Recipient, and may include the CAO and any other individuals selected by the CAM to provide support to the Energy Commission.

CPR meetings generally take place at key, predetermined points in the Agreement, as determined by the CAM and as shown in the Task List on page 1 of this Exhibit. However, the CAM may schedule additional CPR meetings as necessary. The budget will be reallocated to cover the additional costs borne by the Recipient, but the overall Agreement amount will not increase. CPR meetings generally take place at the Energy Commission, but they may take place at another location, or may be conducted via electronic conferencing (e.g., WebEx) as determined by the CAM.

The Recipient shall:

- Prepare a *CPR Report* for each CPR meeting that: (1) discusses the progress of the Agreement toward achieving its goals and objectives; and (2) includes recommendations and conclusions regarding continued work on the project.

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- Submit the CPR Report along with any other *Task Products* that correspond to the technical task for which the CPR meeting is required (i.e., if a CPR meeting is required for Task 2, submit the Task 2 products along with the CPR Report).
- Attend the CPR meeting.
- Present the CPR Report and any other required information at each CPR meeting.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient's input.
- Send the Recipient a *CPR Agenda* and a *List of Expected CPR Participants* in advance of the CPR meeting. If applicable, the agenda will include a discussion of match funding and permits.
- Conduct and make a record of each CPR meeting. Provide the Recipient with a *Schedule for Providing a Progress Determination* on continuation of the project.
- Determine whether to continue the project, and if so whether modifications are needed to the tasks, schedule, products, or budget for the remainder of the Agreement. If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Deputy Director of the Energy Research and Development Division.
- Provide the Recipient with a *Progress Determination* on continuation of the project, in accordance with the schedule. The Progress Determination may include a requirement that the Recipient revise one or more products.

Recipient Products:

- CPR Report(s)
- Task Products (draft and/or final as specified in the task)

CAM Products:

- CPR Agenda
- List of Expected CPR Participants
- Schedule for Providing a Progress Determination
- Progress Determination

Subtask 1.4 Final Meeting

The goal of this subtask is to complete the closeout of this Agreement.

The Recipient shall:

- Meet with Energy Commission staff to present project findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement. This meeting will be attended by the Recipient and CAM, at a minimum. The meeting may occur in person or by electronic conferencing (e.g., WebEx), with approval of the CAM.

The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be divided into two separate meetings at the CAM's discretion.

- The technical portion of the meeting will involve the presentation of findings, conclusions, and recommended next steps (if any) for the Agreement. The CAM will determine the appropriate meeting participants.
- The administrative portion of the meeting will involve a discussion with the CAM and the CAO of the following Agreement closeout items:

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- Disposition of any state-owned equipment.
 - Need to file a Uniform Commercial Code Financing Statement (Form UCC-1) regarding the Energy Commission's interest in patented technology.
 - The Energy Commission's request for specific "generated" data (not already provided in Agreement products).
 - Need to document the Recipient's disclosure of "subject inventions" developed under the Agreement.
 - "Surviving" Agreement provisions such as repayment provisions and confidential products.
 - Final invoicing and release of retention.
- Prepare a *Final Meeting Agreement Summary* that documents any agreement made between the Recipient and Commission staff during the meeting.
 - Prepare a *Schedule for Completing Agreement Closeout Activities*.
 - Provide *All Draft and Final Written Products* on a CD-ROM or USB memory stick, organized by the tasks in the Agreement.

Products:

- Final Meeting Agreement Summary (*if applicable*)
- Schedule for Completing Agreement Closeout Activities
- All Draft and Final Written Products

REPORTS AND INVOICES

Subtask 1.5 Progress Reports and Invoices

The goals of this subtask are to: (1) periodically verify that satisfactory and continued progress is made towards achieving the project objectives of this Agreement; and (2) ensure that invoices contain all required information and are submitted in the appropriate format.

The Recipient shall:

- Submit a monthly *Progress Report* to the CAM. Each progress report must:
 - Summarize progress made on all Agreement activities as specified in the scope of work for the preceding month, including accomplishments, problems, milestones, products, schedule, fiscal status, and an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. See the Progress Report Format Attachment for the recommended specifications.
- Submit a monthly or quarterly *Invoice* that follows the instructions in the "Payment of Funds" section of the terms and conditions, including a financial report on Match Fund and in-state expenditures.

Products:

- Progress Reports
- Invoices

Subtask 1.6 Final Report

The goal of this subtask is to prepare a comprehensive Final Report that describes the original purpose, approach, results, and conclusions of the work performed under this Agreement. The CAM will review the Final Report, which will be due at least **two months** before the Agreement end date.

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When creating the Final Report Outline and the Final Report, the Recipient must use the Style Manual provided by the CAM.

Subtask 1.6.1 Final Report Outline

The Recipient shall:

- Prepare a *Final Report Outline* in accordance with the *Style Manual* provided by the CAM. (See Task 1.1 for requirements for draft and final products.)

Recipient Products:

- Final Report Outline (draft and final)

CAM Product:

- Style Manual
- Comments on Draft Final Report Outline
- Acceptance of Final Report Outline

Subtask 1.6.2 Final Report

The Recipient shall:

- Prepare a *Final Report* for this Agreement in accordance with the approved Final Report Outline, Style Manual, and Final Report Template provided by the CAM with the following considerations:
 - Ensure that the report includes the following items, in the following order:
 - Cover page (**required**)
 - Credits page on the reverse side of cover with legal disclaimer (**required**)
 - Acknowledgements page (optional)
 - Preface (**required**)
 - Abstract, keywords, and citation page (**required**)
 - Table of Contents (**required**, followed by List of Figures and List of Tables, if needed)
 - Executive summary (**required**)
 - Body of the report (**required**)
 - References (if applicable)
 - Glossary/Acronyms (If more than 10 acronyms or abbreviations are used, it is required.)
 - Bibliography (if applicable)
 - Appendices (if applicable) (Create a separate volume if very large.)
 - Attachments (if applicable)
 - Ensure that the document is written in the third person.
 - Ensure that the Executive Summary is understandable to the lay public.
 - Briefly summarize the completed work. Succinctly describe the project results and whether or not the project goals were accomplished.

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- Identify which specific ratepayers can benefit from the project results and how they can achieve the benefits.
 - If it's necessary to use a technical term in the Executive Summary, provide a brief definition or explanation when the technical term is first used.
 - Follow the Style Guide format requirements for headings, figures/tables, citations, and acronyms/abbreviations.
 - Ensure that the document omits subjective comments and opinions. However, recommendations in the conclusion of the report are allowed.
 - Include a brief description of the project results in the Abstract.
-
- Submit a draft of the report to the CAM for review and comment. The CAM will provide written comments to the Recipient on the draft product within 15 days of receipt
 - Consider incorporating all CAM comments into the Final Report. If the Recipient disagrees with any comment, provide a written response explaining why the comment was not incorporated into the final product
 - Submit the revised Final Report and responses to comments within 10 days of notice by the CAM, unless the CAM specifies a longer time period or approves a request for additional time.
 - Submit one bound copy of the *Final Report* to the CAM along with *Written Responses to Comments on the Draft Final Report*.

Products:

- Final Report (draft and final)
- Written Responses to Comments on the Draft Final Report

CAM Product:

- Written Comments on the Draft Final Report

MATCH FUNDS, PERMITS, AND SUBCONTRACTS

Subtask 1.7 Match Funds

The goal of this subtask is to ensure that the Recipient obtains any match funds planned for this Agreement and applies them to the Agreement during the Agreement term.

While the costs to obtain and document match funds are not reimbursable under this Agreement, the Recipient may spend match funds for this task. The Recipient may only spend match funds during the Agreement term, either concurrently or prior to the use of Energy Commission funds. Match funds must be identified in writing, and the Recipient must obtain any associated commitments before incurring any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a *Match Funds Status Letter* that documents the match funds committed to this Agreement. If no match funds were part of the proposal that led to the Energy Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state this in the letter.

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If match funds were a part of the proposal that led to the Energy Commission awarding this Agreement, then provide in the letter:

- A list of the match funds that identifies:
 - The amount of cash match funds, their source(s) (including a contact name, address, and telephone number), and the task(s) to which the match funds will be applied.
 - The amount of each in-kind contribution, a description of the contribution type (e.g., property, services), the documented market or book value, the source (including a contact name, address, and telephone number), and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient must identify its owner and provide a contact name, address, telephone number, and the address where the property is located.
 - A copy of a letter of commitment from an authorized representative of each source of match funding that the funds or contributions have been secured.
- At the Kick-off meeting, discuss match funds and the impact on the project if they are significantly reduced or not obtained as committed. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide a *Supplemental Match Funds Notification Letter* to the CAM of receipt of additional match funds.
- Provide a *Match Funds Reduction Notification Letter* to the CAM if existing match funds are reduced during the course of the Agreement. Reduction of match funds may trigger a CPR meeting.

Products:

- Match Funds Status Letter
- Supplemental Match Funds Notification Letter (*if applicable*)
- Match Funds Reduction Notification Letter (*if applicable*)

Subtask 1.8 Permits

The goal of this subtask is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track. Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement, with the exception of costs incurred by University of California recipients. Permits must be identified and obtained before the Recipient may incur any costs related to the use of the permit(s) for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a *Permit Status Letter* that documents the permits required to conduct this Agreement. If no permits are required at the start of this Agreement, then state this in the letter. If permits will be required during the course of the Agreement, provide in the letter:
 - A list of the permits that identifies: (1) the type of permit; and (2) the name, address, and telephone number of the permitting jurisdictions or lead agencies.
 - The schedule the Recipient will follow in applying for and obtaining the permits.

The list of permits and the schedule for obtaining them will be discussed at the Kick-off meeting (subtask 1.2), and a timetable for submitting the updated list, schedule, and copies of the permits will be developed. The impact on the project if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in progress reports and will be a topic at CPR meetings.

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- If during the course of the Agreement additional permits become necessary, then provide the CAM with an *Updated List of Permits* (including the appropriate information on each permit) and an *Updated Schedule for Acquiring Permits*.
- Send the CAM a *Copy of Each Approved Permit*.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 days. Either of these events may trigger a CPR meeting.

Products:

- Permit Status Letter
- Updated List of Permits (*if applicable*)
- Updated Schedule for Acquiring Permits (*if applicable*)
- Copy of Each Approved Permit (*if applicable*)

Subtask 1.9 Subcontracts

The goals of this subtask are to: (1) procure subcontracts required to carry out the tasks under this Agreement; and (2) ensure that the subcontracts are consistent with the terms and conditions of this Agreement.

The Recipient shall:

- Manage and coordinate subcontractor activities in accordance with the requirements of this Agreement.
- Incorporate this Agreement by reference into each subcontract.
- Include any required Energy Commission flow-down provisions in each subcontract, in addition to a statement that the terms of this Agreement will prevail if they conflict with the subcontract terms.
- If required by the CAM, submit a draft of each *Subcontract* required to conduct the work under this Agreement.
- Submit a final copy of the executed subcontract.
- Notify and receive written approval from the CAM prior to adding any new subcontractors (see the discussion of subcontractor additions in the terms and conditions).

Products:

- Subcontracts (*draft if required by the CAM*)

TECHNICAL ADVISORY COMMITTEE

Subtask 1.10 Technical Advisory Committee (TAC)

The goal of this subtask is to create an advisory committee for this Agreement. The TAC should be composed of diverse professionals. The composition will vary depending on interest, availability, and need. TAC members will serve at the CAM's discretion. The purpose of the TAC is to:

- Provide guidance in project direction. The guidance may include scope and methodologies, timing, and coordination with other projects. The guidance may be based on:
 - Technical area expertise;
 - Knowledge of market applications; or
 - Linkages between the agreement work and other past, present, or future projects (both public and private sectors) that TAC members are aware of in a particular area.
- Review products and provide recommendations for needed product adjustments, refinements, or enhancements.

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- Evaluate the tangible benefits of the project to the state of California, and provide recommendations as needed to enhance the benefits.
- Provide recommendations regarding information dissemination, market pathways, or commercialization strategies relevant to the project products.

The TAC may be composed of qualified professionals spanning the following types of disciplines:

- Researchers knowledgeable about the project subject matter;
- Members of trades that will apply the results of the project (e.g., designers, engineers, architects, contractors, and trade representatives);
- Public interest market transformation implementers;
- Product developers relevant to the project;
- U.S. Department of Energy research managers, or experts from other federal or state agencies relevant to the project;
- Public interest environmental groups;
- Utility representatives;
- Air district staff; and
- Members of relevant technical society committees.

The Recipient shall:

- Prepare a *List of Potential TAC Members* that includes the names, companies, physical and electronic addresses, and phone numbers of potential members. The list will be discussed at the Kick-off meeting, and a schedule for recruiting members and holding the first TAC meeting will be developed.
- Recruit TAC members. Ensure that each individual understands member obligations and the TAC meeting schedule developed in subtask 1.11.
- Prepare a *List of TAC Members* once all TAC members have committed to serving on the TAC.
- Submit *Documentation of TAC Member Commitment* (such as Letters of Acceptance) from each TAC member.

Products:

- List of Potential TAC Members
- List of TAC Members
- Documentation of TAC Member Commitment

Subtask 1.11 TAC Meetings

The goal of this subtask is for the TAC to provide strategic guidance for the project by participating in regular meetings, which may be held via teleconference.

The Recipient shall:

- Discuss the TAC meeting schedule with the CAM at the Kick-off meeting. Determine the number and location of meetings (in-person and via teleconference) in consultation with the CAM.
- Prepare a *TAC Meeting Schedule* that will be presented to the TAC members during recruiting. Revise the schedule after the first TAC meeting to incorporate meeting comments.
- Prepare a *TAC Meeting Agenda* and *TAC Meeting Back-up Materials* for each TAC meeting.

Exhibit A Scope of Work

- Organize and lead TAC meetings in accordance with the TAC Meeting Schedule. Changes to the schedule must be pre-approved in writing by the CAM.
- Prepare *TAC Meeting Summaries* that include any recommended resolutions of major TAC issues.

Products:

- TAC Meeting Schedule (draft and final)
- TAC Meeting Agendas (draft and final)
- TAC Meeting Back-up Materials
- TAC Meeting Summaries

Exhibit A

Scope of Work

IV. TECHNICAL TASKS

*Products that require a draft version are indicated by marking “(draft and final)” after the product name in the “Products” section of the task/subtask. If “(draft and final)” does not appear after the product name, only a final version of the product is required. **Subtask 1.1 (Products)** describes the procedure for submitting products to the CAM.*

The site identified as of the commencement date of this grant is:

1. **Gallo Cattle Company, LP DBA Joseph Gallo Farms
10561 West Highway 140, Atwater, CA 95301**

For any changes in site location, the Recipients must check with their Commission Agreement Manager or Commission Agreement Officer who will provide guidance regarding the level of Commission approval required.

TASK 2 Contract Execution

The goals of this task are to: (1) confirm the availability of the project demonstration site(s); (2) confirm the availability of a measurement and verification (M&V) contractor; and (3) execute any agreements necessary to secure the demonstration site and M&V contractor.

Subtask 2.1 Execution of a Contract with the Demonstration Site(s)

Recipient shall:

- Reach agreement with the manager(s) of the selected demonstration site(s) regarding the project timeline, space reserved for the project, equipment installation, permit and insurance requirements, indemnity, and the Recipient's use or removal of any support staff.
- Ensure approval from Air Quality district is obtainable before the start of Task 4.
- If a selected demonstration site becomes unavailable during the project term, work with the CAM to select a new site.
- Execute a *Contract with each Demonstration Site* that confirms the agreement reached above on the Recipient's use of the site.

Products:

- Contract with each Demonstration Site

Subtask 2.2 Execution of a Contract with the Selected M&V Contractor

The Recipient shall:

- Confirm the selected M&V contractor's ability to provide required hardware, software, and staff to conduct the required measurements during the project term.
- Confirm that the selected M&V contractor will follow utility M&V protocols, and will prepare a detailed analytical report that verifies energy consumption and engineering calculations for annual energy and cost savings.
- If the selected M&V contractor becomes unavailable during the project term, work with the CAM to select a new M&V contractor.

Exhibit A Scope of Work

- Execute a *Contract with the M&V Contractor* that secures the contractor's services during the project term and confirms that the contractor will follow M&V protocol and prepare the detailed analytical report.

Products:

- Contract with the M&V Contractor

TASK 3 Pre-Installation Design

The goals of this task are to

1. Complete final design for on-site installation
2. Secure binding quotations for the installation of all equipment
3. Secure any required permits or changes to Air Quality permits

The Recipient shall:

- Complete final drawings and calculations necessary to install the project on the demonstration site and integrate into the demonstration site.
 - Prepare an *Installation Site Plan*
 - Prepare an *Installation Parts and Instrumentation Diagram*
- Solicit and execute binding *Quotations/Contracts* from all subcontractors and equipment suppliers.
- Consult with the county building department to secure any necessary *Permits* per subtask 1.8.
- Consult with San Joaquin Valley Air Pollution Control District to secure approval for proposed modifications and *Permits*
- Prepare a *CPR Report* per subtask 1.3
- Participate in CPR meeting per subtask 1.3.

Products:

- Installation Site Plan
- Installation Parts and Instrumentation Diagram
- Quotations/Contracts
- Permits (if any)
- CPR Report

TASK 4 Installation

The goal of this task is to Install and begin operating all project equipment.

The Recipient shall:

- Procure absorption chiller and necessary parts (evaporative cooler, exhaust economizer, etc.).
- Prepare *As-Built Site Plan* that includes, but not limited to the following:
 - *As-Built Parts and Instrumentation Diagram*
 - A summary of equipment and materials planned to be used.
 - Confirmation of all necessary permits.
- Install and modify all equipment involved with the project.
- Start-up equipment and make any necessary adjustments until desired functionality is

Exhibit A Scope of Work

achieved.

Products:

- As-Built Site Plan
- As-Built Parts and Instrumentation Diagram

TASK 5 Monitoring

The goal of this task is to record operational data for validating project energy savings and whether the project meets the Agreement Objectives stated in Section II.C.

The Recipient shall:

- Install necessary monitoring equipment to monitor the following but not limited to:
 - Natural Gas
 - Electricity
 - Water Temperatures
- Have independent third party operate monitoring equipment for a period of at least 12 months.
-
- Record monitoring data and produce *Data Logs and M&V Report* for a period of at least 12 months, containing, but not limited to:
 - Total waste heat recovered.
 - Total cheese production.
 - Total natural gas reduction per unit of cheese production and on an annually basis.
 - Total electricity reduction per unit of cheese production and on an annual basis.
 - Summary of steps taken for pre-installation baseline M&V and for post installation monitoring M&V.
 - Discussion of whether Agreement Objectives were met or not.

Products:

- Data Logs and M&V Report

TASK 6 Evaluation of Project Benefits

The goal of this task is to report the benefits resulting from this project.

The Recipient shall:

- Complete three Project Benefits Questionnaires that correspond to three main intervals in the Agreement: (1) *Kick-off Meeting Benefits Questionnaire*; (2) *Mid-term Benefits Questionnaire*; and (3) *Final Meeting Benefits Questionnaire*.
- Provide all key assumptions used to estimate projected benefits, including targeted market sector (e.g., population and geographic location), projected market penetration, baseline and projected energy use and cost, operating conditions, and emission reduction calculations. Examples of information that may be requested in the questionnaires include:
 - For Product Development Projects and Project Demonstrations:
 - Published documents, including date, title, and periodical name.
 - Estimated or actual energy and cost savings, and estimated statewide energy

Exhibit A Scope of Work

savings once market potential has been realized. Identify all assumptions used in the estimates.

- Greenhouse gas and criteria emissions reductions.
- Other non-energy benefits such as reliability, public safety, lower operational cost, environmental improvement, indoor environmental quality, and societal benefits.
- Data on potential job creation, market potential, economic development, and increased state revenue as a result of the project.
- A discussion of project product downloads from websites, and publications in technical journals.
- A comparison of project expectations and performance. Discuss whether the goals and objectives of the Agreement have been met and what improvements are needed, if any.
- Additional Information for Product Development Projects:
 - Outcome of product development efforts, such copyrights and license agreements.
 - Units sold or projected to be sold in California and outside of California.
 - Total annual sales or projected annual sales (in dollars) of products developed under the Agreement.
 - Investment dollars/follow-on private funding as a result of Energy Commission funding.
 - Patent numbers and applications, along with dates and brief descriptions.
- Additional Information for Product Demonstrations:
 - Outcome of demonstrations and status of technology.
 - Number of similar installations.
 - Jobs created/retained as a result of the Agreement.
- For Information/Tools and Other Research Studies:
 - Outcome of project.
 - Published documents, including date, title, and periodical name.
 - A discussion of policy development. State if the project has been cited in government policy publications or technical journals, or has been used to inform regulatory bodies.
 - The number of website downloads.
 - An estimate of how the project information has affected energy use and cost, or have resulted in other non-energy benefits.
 - An estimate of energy and non-energy benefits.
 - Data on potential job creation, market potential, economic development, and increased state revenue as a result of project.
 - A discussion of project product downloads from websites, and publications in technical journals.
 - A comparison of project expectations and performance. Discuss whether the goals and objectives of the Agreement have been met and what improvements are needed, if any.
- Respond to CAM questions regarding responses to the questionnaires.

The Energy Commission may send the Recipient similar questionnaires after the Agreement term ends. Responses to these questionnaires will be voluntary.

Exhibit A Scope of Work

Products:

- Kick-off Meeting Benefits Questionnaire
- Mid-term Benefits Questionnaire
- Final Meeting Benefits Questionnaire

TASK 7 Technology/Knowledge Transfer Activities

The goal of this task is to develop a plan to make the knowledge gained, experimental results, and lessons learned available to the public and key decision makers.

The Recipient shall:

- Prepare an *Initial Fact Sheet* at start of the project that describes the project. Use the format provided by the CAM.
- Prepare a *Final Project Fact Sheet* at the project's conclusion that discusses results. Use the format provided by the CAM.
- Prepare a *Technology/Knowledge Transfer Plan* that includes:
 - An explanation of how the knowledge gained from the project will be made available to the public, including the targeted market sector and potential outreach to end users, utilities, regulatory agencies, and others.
 - A description of the intended use(s) for and users of the project results.
 - Published documents, including date, title, and periodical name.
 - Copies of documents, fact sheets, journal articles, press releases, and other documents prepared for public dissemination. These documents must include the Legal Notice required in the terms and conditions. Indicate where and when the documents were disseminated.
 - A discussion of policy development. State if project has been or will be cited in government policy publications, or used to inform regulatory bodies.
 - The number of website downloads or public requests for project results.
 - Additional areas as determined by the CAM.
- Conduct technology transfer activities in accordance with the Technology/Knowledge Transfer Plan. These activities will be reported in the Progress Reports.
- When directed by the CAM, develop *Presentation Materials* for an Energy Commission-sponsored conference/workshop on the results of the project.
- Prepare a *Technology/Knowledge Transfer Report on* technology transfer activities conducted during the project.

Products:

- Initial Fact Sheet (draft and final)
- Final Project Fact Sheet (draft and final)
- Presentation Materials (draft and final)
- Technology/Knowledge Transfer Plan (draft and final)
- Technology/Knowledge Transfer Report (draft and final)

V. PROJECT SCHEDULE

Please see the attached Excel spreadsheet.

STATE OF CALIFORNIA

STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION - RE: JOSEPH GALLO FARMS

RESOLVED, that the State Energy Resources Conservation and Development Commission (Energy Commission) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

RESOLVED, that the Energy Commission approves Agreement PIR-15-007 from GFO-15-501 with Gallo Cattle Company, LP dba Joseph Gallo Farms for a \$1,207,136 grant, to demonstrate an innovative waste heat recovery system using advanced absorption chiller technology. The demonstration site for this project will be in the San Joaquin Valley; and

FURTHER BE IT RESOLVED, that the Executive Director or his/her designee shall execute the same on behalf of the Energy Commission.

CERTIFICATION

The undersigned Secretariat to the Commission does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the California Energy Commission held on March 9, 2016.

AYE: [List of Commissioners]

NAY: [List of Commissioners]

ABSENT: [List of Commissioners]

ABSTAIN: [List of Commissioners]

Tiffani Winter,
Secretariat