A) New Agreement # FPI-19-017 (to be completed by CGL office)

<table>
<thead>
<tr>
<th>B) Division</th>
<th>Agreement Manager:</th>
<th>MS-</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>ERDD</td>
<td>Kaycee Chang</td>
<td>51</td>
<td>916-327-1509</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C) Recipient’s Legal Name</th>
<th>Federal ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anheuser-Busch, LLC</td>
<td>43-0161000</td>
</tr>
</tbody>
</table>

D) Title of Project
Anheuser-Busch Solar Microgrid Project

E) Term and Amount

<table>
<thead>
<tr>
<th>Start Date</th>
<th>End Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/1/2020</td>
<td>3/31/2024</td>
<td>$5,771,259</td>
</tr>
</tbody>
</table>

F) Business Meeting Information

[ ] ARFVTP agreements $75K and under delegated to Executive Director

Proposed Business Meeting Date 4/8/2020 [ ] Consent [ ] Discussion

Business Meeting Presenter Kaycee Chang

Time Needed: 5 minutes

Please select one list serve. Food Production Investment Program

Agenda Item Subject and Description:

ANHEUSER-BUSCH, LLC. Proposed resolution approving Agreement FPI-19-017 with Anheuser-Busch, LLC for a $5,771,259 grant to design, install, and operate a microgrid system that will produce and store renewable electricity at the recipient's brewery in the Los Angeles area, and adopting staff's determination that this action is exempt from CEQA. The microgrid system will produce and store renewable electricity, providing reliability while reducing operating costs and GHG emissions at the facility. This project is expected to provide benefits to priority populations through job creation.

G) 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.
      [ ] Statutory Exemption. List PRC and/or CCR section number: PRC § 21080.35
      [ ] Categorical Exemption. List CCR section number:
          Cal. Code Regs., tit 14, § 15301
      [ ] Common Sense Exemption. 14 CCR 15061 (b) (3)
       Explain reason why Agreement is exempt under the above section:
The purpose of this project is to design, install and operate a microgrid system that reduces electricity consumption and greenhouse gas (GHG) emissions at the existing Anheuser-Busch brewery located on a fully developed 95-acre property in the Van Nuys neighborhood in the city of Los Angeles, California. The microgrid consists of 4 megawatts (MW) of roof mounted solar photovoltaic arrays on five buildings, and a 1.8 MW lithium-ion battery energy storage system (BESS).

This project will involve the installation of solar energy systems on the roofs of five existing buildings and pursuant to Public Resources Code section 21080.35 is exempt from CEQA. The installation of the solar photovoltaic panels will enable the generation of energy for onsite use at a food production–brewery facility in the city of Los Angeles. Associated equipment will not occupy more than 500 square feet of ground surface and will be located on the same parcel as the solar panels. The project does not involve a federal Clean Water Act permit; streambed alteration permit; or removal of specific required or native trees. For the reasons, this project is statutorily exempt from CEQA under Pub. Res. Code § 21080.35.

This project will involve the installation of a ground mounted BESS within the interior of the fully developed 95-acre property in the city of Los Angeles. The project has been deemed an allowed modification to the existing food production–brewery facility by the Los Angeles Department of City Planning. The BESS will be used to store cleaner, daytime electrical energy, for eventual night-time use at the existing facility and will be designed to operate critical loads during extended utility interruptions. When used in tandem with the solar array for peak shaving, and load demand management, the system is expected to result in a 23 percent reduction in GHG emissions. The project will not involve the removal of trees. The BESS installation will be a minor alteration to existing paved areas within the interior of the property, with no expansion beyond the existing brewery operation and will not have a significant adverse effect on the environment. The project will not result in a significant cumulative impact, damage resources within a scenic highway, cause substantial adverse change to the significance of a historical resource, or be located on a listed hazardous waste site. Therefore, the project falls under the categorical exemption listed in California Code of Regulations, title 14, section 15301.

Each exemption is an independent basis for finding the project exempt.

Agreement IS NOT exempt. (consult with the legal office to determine next steps)

Check all that apply

- [ ] Initial Study
- [ ] Negative Declaration
- [ ] Mitigated Negative Declaration
- [ ] Environmental Impact Report
- [ ] Statement of Overriding Considerations
H) List all subcontractors (major and minor) and equipment vendors: (attach additional sheets as necessary)

<table>
<thead>
<tr>
<th>Legal Company Name:</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>PermaCity Empower Corporation dba PermaCity Skybridge</td>
<td>$ 82,450 ($14,550 match)</td>
</tr>
</tbody>
</table>

I) List all key partners: (attach additional sheets as necessary)

<table>
<thead>
<tr>
<th>Legal Company Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

J) Budget Information

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Funding Year of Appropriation</th>
<th>Budget List Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>GGRF</td>
<td>18-19</td>
<td>301.002AB</td>
<td>$5,771,259</td>
</tr>
</tbody>
</table>

R&D Program Area: EERO: FPIP
TOTAL: $ 5,771,259

Explanation for “Other” selection

Reimbursement Contract #:    Federal Agreement #:

K) Recipient’s Contact Information

1. Recipient’s Administrator/Officer
   Name: Brian Skelly
   Address: 1 Busch Pl
   City, State, Zip: St. Louis, MO 63118
   Phone: 314-765-2237
   E-Mail: brian.skelly@anheuser-busch.com

2. Recipient’s Project Manager
   Name: Raghuveer Karipineni
   Address: 15800 Roscoe Blvd
   City, State, Zip: Van Nuys, CA 91406-1350
   Phone: 818-470-2057
   E-Mail: Raghuveer.Karipineni@anheuser-busch.com

L) Selection Process Used

☒ Competitive Solicitation    Solicitation #: GFO-19-901
☐ First Come First Served Solicitation Solicitation #::

M) The following items should be attached to this GRF

1. Exhibit A, Scope of Work    ☒ Attached
2. Exhibit B, Budget Detail    ☒ Attached
3. CEC 105, Questionnaire for Identifying Conflicts    ☒ Attached
4. Recipient Resolution    ☒ N/A
   Attached
5. CEQA Documentation    ☒ N/A
   Attached

Agreement Manager  Date
I. TASK ACRONYM/TERM LISTS

A. Task List

<table>
<thead>
<tr>
<th>Task #</th>
<th>CPR</th>
<th>Task Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>General Project Tasks</td>
</tr>
<tr>
<td>2</td>
<td>X</td>
<td>Project Engineering Design</td>
</tr>
<tr>
<td>3</td>
<td>X</td>
<td>Site Preparation and Equipment Procurement</td>
</tr>
<tr>
<td>4</td>
<td>X</td>
<td>Equipment Installation</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>Measurement and Verification</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Technology/Knowledge Transfer Activities</td>
</tr>
</tbody>
</table>

B. Acronym/Term List

<table>
<thead>
<tr>
<th>Acronym/Term</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>AC</td>
<td>Alternating Current</td>
</tr>
<tr>
<td>BSS</td>
<td>Battery Storage System</td>
</tr>
<tr>
<td>CAM</td>
<td>Commission Agreement Manager</td>
</tr>
<tr>
<td>CAO</td>
<td>Commission Agreement Officer</td>
</tr>
<tr>
<td>CPR</td>
<td>Critical Project Review</td>
</tr>
<tr>
<td>DC</td>
<td>Direct Current</td>
</tr>
<tr>
<td>GHG</td>
<td>Greenhouse Gases</td>
</tr>
<tr>
<td>M&amp;V</td>
<td>Measurement and Verification</td>
</tr>
<tr>
<td>Recipient</td>
<td>Anheuser Busch, LLC</td>
</tr>
</tbody>
</table>

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

A. Purpose of Agreement

The purpose of this Agreement is to fund the design, installation, and operation of a microgrid system that reduces electricity consumption and greenhouse gas (GHG) emissions at the Recipient's Southern California brewery.

B. Problem/ Solution Statement

Problem

The California utility electrical grid has become increasingly unreliable and fragile due to deferred maintenance, and deliberate power outages. California’s food processing facilities have suffered as a result, resulting in reduced production capacities, scheduling uncertainty and damaged inventory. Microgrid systems would allow facilities to use renewable energy across multiple loads and times of day, which would reduce GHG emissions while lowering energy costs. However, microgrid technology has not been widely adopted due to uncertainties regarding economic and

---

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.
technical feasibility. There is a need to demonstrate the benefits of microgrid systems in industrial facilities.

**Solution**
The Recipient will design and install an electrical microgrid which will produce and store, clean, reliable electricity as an alternative to the utility supply. Solar power will offset a portion of the facility’s consumption, reducing greenhouse gas emissions. The energy stored in the Battery Storage System (BSS) will be used to strategically reduce the facility’s peak electrical demand, and to provide an emergency source of power.

**C. Goals and Objectives of the Agreement**

**Agreement Goals**
The goals of this Agreement are to reduce GHG emissions and energy consumption by implementing an emerging microgrid system at the Recipient’s brewery.

**Agreement Objectives**
The objectives of this Agreement are to:

- Measure the facility’s electricity and natural gas consumption in order to establish a baseline for future comparisons.
- Design, install, and operate a microgrid system including solar PV, BSS, and microgrid controller at the facility.
- Measure electricity production, battery charging and discharging, GHG emission reductions, and off-grid capabilities of the functional microgrid.
- Produce at least 6 million kilowatt hours of renewable electricity.
- Reduce facility GHG emissions by at least 20 percent approximately equivalent to 6,900 metric tons of carbon dioxide equivalent per year.
- Demonstrate the technical, economic, and resiliency benefits of microgrid systems in industrial facility application.

**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:

  o 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:
 ▪ 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.
Exhibit A
Scope of Work

- **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.
  - C# Programming Language with Presentation (UI), Business Object and Data Layers.
  - SQL (Structured Query Language).
  - 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 1.6);
  - Permit documentation (subtask 1.7);
  - Subcontracts (subtask 1.8); 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;
Exhibit A
Scope of Work

- Technical products (subtask 1.1);
- Progress reports and invoices (subtask 1.5);
- Final Report (subtask 1.6); 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, 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.
- 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.
Exhibit A
Scope of Work

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:
    - 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).
Exhibit A
Scope of Work

- 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 quarterly 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 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 according to the Project Schedule. When creating the Final Report, the Recipient must use the Style Manual provided by the CAM.

The Recipient shall:
1) Prepare a Final Report for this Agreement in accordance with the 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)
Exhibit A
Scope of Work

- Credits page on the reverse side of cover with legal disclaimer (required)
- Acknowledgements page (optional)
- Table of Contents (required, followed by List of Figures and List of Tables, if needed)
- Executive summary (required) following the Executive Summary Template
- Include a summary table that includes the following information, but is not limited to (required):
  - Recipient name;
  - Project description;
  - Project location(s);
  - Census tract;
  - Dates: project selected and completed;
  - GGRF dollars allocated;
  - Leveraged and/or match funds;
  - Estimated/actual total project GHG emission reductions;
  - Estimated/actual energy saved (kWh, therms, or other fuels) for energy efficiency projects;
  - Estimated/actual energy generated (kWh or therm equivalents) for renewable energy projects;
  - Other benefits or results;
  - Other market sectors that can benefit from the project
  - Benefits to priority populations.
- Appendices - Include a copy of the M&V report for each demonstration site funded by the Energy Commission grant. (required)
  - 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.
- Submit a draft of the report to the CAM for review and comment according to the project schedule. 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.
  - 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.
    - If different from the solicitation application, provide 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.
- 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.
Exhibit A
Scope of Work

- 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)*

IV. TECHNICAL TASKS

TASK 2 PROJECT ENGINEERING DESIGN
The goal of this task is to design the necessary equipment and plan the equipment layout for the demonstration site.

The Recipient shall:
- Complete a feasibility study, including:
  - Baseline electrical usage modeling;
  - An analysis of time-specific emission data; and
  - Identification of the facility’s load profile, including peak demand.
- Develop and review the microgrid design plan, complete with:
  - Roof load analysis calculations;
  - Roof-mount solar array racking, and panel, details;
  - An estimate of the array annual electrical production;
  - A detailed description of the electrical homerun, and intertie, components;
  - Rating, size and specifications, and location of the BSS; and
  - BSS operating algorithm, with a focus on GHG reductions.
- Implement and file a construction permit application including, but not limited to:
  - Single-Line Diagram;
  - Parcel map and site access details;
  - Electrical safety information; and
  - Utility interconnection detail.
- Provide a Project Design Memo that shall include, but not be limited to:
  - Summary of the steps taken to reach the final design and final layout;
  - Identification of barriers involved and discuss the steps taken to overcome those barriers;
  - Discussion of the final engineer design and equipment layout for each site;
  - Summary of findings from the feasibility study, microgrid design plan, and construction permit application.
- Prepare a CPR Report #1 in accordance with subtask 1.3.
- Participate in a CPR Meeting.
Exhibit A  
Scope of Work

Products:
- Project Design Memo (draft and final)
- CPR Report #1

TASK 3 SITE PREPARATION AND EQUIPMENT PROCUREMENT
The goal of this task is to procure the necessary equipment, materials, and permits for this project. The equipment to be procured includes the BSS system components including the solar panels, roof-mount racking, solar inverters, battery inverters, battery storage modules, Alternating Current (AC) and Direct Current (DC) disconnects, enclosures, conduit and wiring.

The Recipient shall:
- Prepare the site by:
  - Inspecting existing roofing, repair as necessary prior to array installation
  - Identifying installation locations for solar inverters, and BSS components
  - Locating existing utility services using 811
  - Identifying critical conduit and wire runs paths
- Develop the equipment specifications based on the project engineering design.
- Develop bid documents required for completing the site preparation and equipment installation.
- Obtain final equipment and installation quotations and bids.
- Procure the equipment by doing the following:
  - Review Microgrid Design Plan for equipment performance specifications
  - Develop all required bid documents for BSS and solar array implementation
  - Secure bids for BSS system components
  - Establish purchase orders for the equipment
  - Arrange for shipment and receipt inspection of the equipment at the facility
- Secure all permits required for site preparation and system installation.
- Identify the preliminary plans for equipment delivery, receipt, and inspection at the facility.
- Provide a Site Preparation and Equipment Procurement Memo that shall include, but not be limited to:
  - Summary of the steps to prepare the site;
  - Copy of the performance specifications for each equipment purchased by the grant;
  - Summary of the bids received and from whom;
  - Copies of all required permits needed for installation;
  - Copies of the final procurement documents and purchase orders; and
  - Status of the planned installation including preliminary schedule for equipment delivery and installation.
- Prepare a CPR Report #2 in accordance with subtask 1.3.
- Participate in a CPR Meeting.

Products:
- Site Preparation and Equipment Procurement Memo
- CPR Report #2
Exhibit A
Scope of Work

TASK 4 EQUIPMENT INSTALLATION
The goal of this task is to install and commission the equipment for this project.

The Recipient shall:
- Install the solar photovoltaic system per the engineering design. This includes installing the BSS components including the solar panels, roof-mount racking, solar inverters, battery inverters, battery storage modules, AC & DC disconnects, enclosures, conduit and wiring.
- Perform all required system safety checks including electrical isolation testing, earth ground testing and BSS controller communication testing.
- Start-up and commission equipment and make adjustments as needed to meet stated performance specification.
- Provide an Equipment Installation Memo that shall include, but not be limited to:
  - Summary of the equipment installation requirements for each demonstration site;
  - Identification of barriers involved during installation and discuss the steps taken to overcome those barriers;
  - Discuss results of equipment start-up and commissioning at each site with respect to whether the equipment as installed meets the stated performance specifications.
- Prepare a CPR Report #3 in accordance with subtask 1.3.
- Participate in a CPR Meeting.

Products:
- Equipment Installation Memo (draft and final)
- CPR Report #3

TASK 5 MEASUREMENT AND VERIFICATION
The goal of this task is to report the benefits resulting from this project by performing measurement and verification (M&V) of greenhouse gas (GHG) and energy consumption reduction.

The Recipient shall:
- Enter into agreement with M&V subcontractor per Task 1.9
- Coordinate site visits with the M&V subcontractor at the demonstration site
- Develop M&V protocol for pre-installation measurements (and calculations):
  - Electric, natural gas and/or other fossil fuel consumption and GHG emissions (use appropriate emissions factor from Attachment 8 of the grant solicitation) of the equipment/process/system(s)/sub-system(s) that are to be upgraded and/or replaced and/or modified.
  - Ensure installation of sub-metering equipment and data loggers for pre/post data analysis.
- Prepare and provide a detailed M&V Plan to include but not be limited to:
  - A description of the monitoring equipment and instrumentation which will be used.
  - A description of the key input parameters and output metrics which will be measured.
  - A description of the M&V protocol and analysis methods to be employed.
Exhibit A
Scope of Work

- A description of the independent, third-party M&V services to be employed, if applicable.
- Perform three months (or shorter period as approved in writing by the CAM) of pre-installation measurements (and calculations) based on the M&V protocol for pre-installation.
- Prepare and provide a Pre-Installation M&V Findings Report for each demonstration site that includes M&V protocol, pre-install measurements (and calculations), analysis, and results performed in this task.
- Develop M&V protocol for post-installation measurements (and calculations) of:
  - Electric, natural gas and/or other fossil fuel consumption and GHG emissions (use appropriate emissions factor from Attachment 8 of the grant solicitation) of the equipment/process/system(s)/sub-system(s) that will be upgraded and/or replaced and/or modified
- Perform 12 months or two seasons, for seasonal facilities, (or shorter period as approved in writing by the CAM) of post-installation measurements based on M&V protocol for post-installation.
- Provide a summary of post-installation M&V progress in Progress Report(s) (see subtask 1.5) which shall include but not be limited to:
  - A narrative on operational highlights from the reporting period, including any stoppages in operation and why; and
  - A summary of M&V findings from the reporting period.
- Analyze post-installation electrical, natural gas and/or other fossil fuel consumption and GHG emissions.
- Prepare and provide a Post-Installation M&V Findings Report for each demonstration site that includes M&V protocol, pre and post install measurements (and calculations), analysis, and results performed in this task. Results should at a minimum report on the reduction of electricity, natural gas and/or other fossil fuel usage and reductions of GHG emissions that directly result from this project and include the following:
  - Provide all key assumptions used to estimate and determine energy and GHG reductions (and additions, if applicable).
  - 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.
  - Discuss whether the energy and GHG emission reductions identified in section II.C were met.

Products:
- M&V Plan (draft and final)
- Pre-Installation M&V Findings Report (draft and final)
- Post-Installation M&V Findings Report(s) (draft and final)

TASK 6 TECHNOLOGY/KNOWLEDGE TRANSFER ACTIVITIES
The goal of this task is to make the knowledge gained, project results, and lessons learned available to the public and key decision makers.

The Recipient shall:
- When directed by the CAM, develop Presentation Materials for an Energy Commission-
Exhibit A  
Scope of Work

- sponsored conference/workshop(s) on the project.
- When directed by the CAM, participate in workshops symposium(s) sponsored by the California Energy Commission.
- Provide at least (6) six High Quality Digital Photographs (minimum resolution of 1300x500 pixels in landscape ratio) of pre and post technology installation at the project site(s) or related project photographs.

Products:
- Presentation Materials (draft and final)
- High Quality Digital Photographs

V. PROJECT SCHEDULE

Please see the attached Excel spreadsheet.
RESOLUTION NO: 20-0408-11c

STATE OF CALIFORNIA

STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION - RE: ANHEUSER-BUSCH, LLC

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

RESOLVED, that the CEC approves Agreement FPI-19-017 with Anheuser-Busch, LLC for a $5,771,259 grant to design, install, and operate a microgrid system that will produce and store renewable electricity at the recipient's brewery in the Los Angeles area. The microgrid system will produce and store renewable electricity, providing reliability while reducing operating costs and GHG emissions at the facility. This project is expected to provide benefits to priority populations through job creation; and

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

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 CEC held on April 8, 2020.

AYE:
NAY:
ABSENT:
ABSTAIN:

__________________________
Cody Goldthrite
Secretariat