



**CALIFORNIA  
ENERGY COMMISSION**



**California Energy Commission  
February 11, 2026 Business Meeting  
Backup Materials for Fiscalini Cheese Company, L.P.**

The following backup materials for the above-referenced agenda item are available in this PDF packet as listed below:

1. Proposed Resolution
2. Grant Request Form
3. Scope of Work

**[PROPOSED]**

**RESOLUTION NO: 26-0211-XX**

**STATE OF CALIFORNIA**

**STATE ENERGY RESOURCES  
CONSERVATION AND DEVELOPMENT COMMISSION**

**RESOLUTION: Fiscalini Cheese Company, L.P.**

**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-25-006 with Fiscalini Cheese Company, L.P. for a \$2,500,000 grant. This agreement will fund the replacement of an aged creamery processing system with advanced processing equipment and the installation of a microgrid at a cheese manufacturing facility in Modesto. The advanced processing equipment and the microgrid will reduce grid electricity consumption, on-peak demand, and greenhouse gas emissions.

**FURTHER BE IT RESOLVED**, that the Executive Director or their designee shall execute the same on behalf of the CEC.

**CERTIFICATION**

The undersigned Secretariat to the CEC 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 February 11, 2026.

AYE:

NAY:

ABSENT:

ABSTAIN:

Dated:

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Kim Todd  
Secretariat



## GRANT REQUEST FORM (GRF)

### A. New Agreement Number

**IMPORTANT:** New Agreement # to be completed by Contracts, Grants, and Loans Office.

**New Agreement Number:** FPI-25-006

### B. Division Information

1. Division Name: ERDD
2. Agreement Manager: Eleanor Oliver
3. MS-:51
4. Phone Number: 916-232-8181

### C. Recipient's Information

1. Recipient's Legal Name: Fiscalini Cheese Company, L.P.
2. Federal ID Number: 20-5754208

### D. Title of Project

Title of project: Fiscalini's Advanced Renewable Microgrid (FARM)

### E. Term and Amount

1. Start Date: 2/25/2026
2. End Date: 3/29/2030
3. Amount: \$2,500,000.00

### F. Business Meeting Information

1. Are the ARFVTP agreements \$75K and under delegated to Executive Director? No
2. The Proposed Business Meeting Date: 2/11/2026
3. Consent or Discussion? Consent
4. Business Meeting Presenter Name: None
5. Time Needed for Business Meeting: 0 minutes.
6. The email subscription topic is: Food Production Investment Program (FPIP).

#### **Agenda Item Subject and Description:**

Fiscalini Cheese Company, L.P. Proposed resolution approving agreement FPI-25-006 with Fiscalini Cheese Company, L.P. for a \$2,500,000 grant, and adopting staff's recommendation that this action is exempt from CEQA. This agreement will fund the replacement of an aged creamery processing system with advanced processing equipment and the installation of a microgrid at the Recipient's cheese manufacturing facility in Modesto. The advanced processing equipment and the microgrid will reduce grid electricity consumption, on-peak demand, and greenhouse gas emissions. (FPIP funding) Contact: Eleanor Oliver

### G. California Environmental Quality Act (CEQA) Compliance

#### **1. Is Agreement considered a "Project" under CEQA?**

Yes

If yes, skip to question 2.

If no, complete the following (PRC 21065 and 14 CCR 15378) and 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 answer the following questions.**

a) Agreement **IS** exempt?

Yes

Statutory Exemption?

No

If yes, list PRC and/or CCR section number(s) and separate each with a comma. If no, enter "None" and go to the next question.

PRC section number: None

CCR section number: None

Categorical Exemption?

Yes

If yes, list CCR section number(s) and separate each with a comma. If no, enter "None" and go to the next question.

CCR section number: Cal. Code Regs., tit. 14, § 15301 ; Cal. Code Regs., tit. 14, § 15303 ; Cal. Code Regs., tit. 14, § 15304 ; Cal. Code Regs., tit. 14, § 15311 ;

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

No

If yes, explain reason why Agreement is exempt under the above section. If no, enter "Not applicable" and go to the next section.

Class 1 - Existing Facilities (CEQA Guidelines § 15301)

This project is exempt under Class 1 because it involves minor alterations to an existing, fully developed cheese manufacturing and dairy processing facility with no expansion of use. Fiscalini Cheese Company is an operating industrial food processing facility, and the project upgrades existing electrical infrastructure by installing a behind-the-meter solar photovoltaic (PV) system, battery energy storage system (BESS), electrical switchgear, and a microgrid controller. The equipment will serve existing processing loads, including refrigeration, milk handling, cheese production, and packaging. All improvements occur within the existing facility footprint and operational yards, and the project does not increase production capacity, floor area, staffing levels, or hours of operation. Construction activities are limited to equipment installation, electrical interconnection, and minor trenching within paved or previously disturbed areas, resulting in negligible or no expansion of the facility's existing use.

Class 11 - Accessory Structures (CEQA Guidelines § 15311)

This project is exempt under CEQA Guidelines § 15311 (Accessory Structures) because it involves the installation of minor, accessory energy infrastructure appurtenant to an existing agricultural facility. The solar PV arrays, battery enclosures, inverters, and electrical cabinets are subordinate to and dependent on the dairy and creamery operations and have no independent use. The system is behind-the-meter and sized to serve on-site electrical loads only; it does not function as a commercial power plant or merchant solar facility. Equipment will be installed within existing



operational areas of the site, such as previously disturbed yards or utility areas, and will consist of low-profile solar racking, enclosed battery units, and electrical cabinets mounted on concrete pads. These improvements are similar in scale and function to other accessory utility structures commonly found at agricultural facilities, such as transformers or emergency generators, and therefore meet all criteria of § 15311.

#### Class 3 - New Construction or Conversion of Small Structures (CEQA Guidelines § 15303)

This project is exempt under Class 3 because it includes the installation of small, ancillary structures and equipment that support an existing use. The project consists of solar PV panels mounted on racking systems, battery storage enclosures, inverters, transformers, and electrical cabinets, all of which are considered small-scale utility and accessory structures under this exemption. The solar array and battery equipment occupy a limited area relative to the size of the industrial site and are located in developed areas such as operational yards or adjacent to existing structures. No large buildings or habitable structures are proposed. Installation will involve placing prefabricated equipment on concrete pads, mounting PV panels on racking, and connecting electrical components, without substantial site modification. The scale and nature of the structures are consistent with small utility installations contemplated by Class 3.

#### Class 4 - Minor Alterations to Land (CEQA Guidelines § 15304)

This project is exempt under Class 4 (Minor Alterations to Land) because it involves only minor ground disturbance that does not result in significant environmental effects. Construction will require shallow trenching to install underground electrical conduit connecting the solar PV system, BESS, and existing electrical infrastructure. Trenching will occur within previously disturbed and developed areas of the facility, such as paved surfaces or compacted soils in operational yards. Limited grading may be required to level small areas for concrete equipment pads, typically covering a few hundred square feet per pad. No healthy, mature, or scenic trees will be removed, and no native vegetation or agricultural land will be disturbed. All disturbed areas will be restored following construction, and no long-term alteration of landforms will occur.

This project does not involve impacts on any particularly sensitive environment; does not involve any cumulative impacts of successive projects of the same type in the same place that might be considered significant; does not involve unusual circumstances that might have a significant effect on the environment; will not result in damage to scenic resources within a highway officially designated as a state scenic highway; the project site is not included on any list compiled pursuant to Government Code section 65962.5; and the project will not cause a substantial adverse change in the significance of a historical resource. Therefore, none of the exceptions to categorical exemptions listed in CEQA Guidelines section 15300.2 apply to this project, and this project will not have a significant effect on the environment.



b) Agreement **IS NOT** exempt.

**IMPORTANT:** consult with the legal office to determine next steps.

No

If yes, answer yes or no to all that applies. If no, list all as "no" and "None" as "yes".

Additional Documents	Applies
Initial Study	No
Negative Declaration	No
Mitigated Negative Declaration	No
Environmental Impact Report	No
Statement of Overriding Considerations	No
None	Yes

#### H. Is this project considered "Infrastructure"?

No

#### I. Subcontractors

List all Subcontractors listed in the Budget (s) (major and minor). Insert additional rows if needed. If no subcontractors to report, enter "No subcontractors to report" and "0" to funds.

**Delete** any unused rows from the table.

Subcontractor Legal Company Name	CEC Funds	Match Funds
Build Momentum (d.b.a. Momentum)	\$ 68,000	\$0
TBD (Engineering, Procurement and Construction)	\$ 61,500	\$0
TBD - Design & Permitting	\$ 18,500	\$0

#### J. Vendors and Sellers for Equipment and Materials/Miscellaneous

List all Vendors and Sellers listed in Budget(s) for Equipment and Materials/Miscellaneous. Insert additional rows if needed. If no vendors or sellers to report, enter "No vendors or sellers to report" and "0" to funds. **Delete** any unused rows from the table.

Vendor/Seller Legal Company Name	CEC Funds	Match Funds
Don Pickett & Associates, Inc dba Pickett Solar	\$2,088,500	\$624,604
TBD California-Based Vendor	\$263,500	\$0
Ever.Ag Corporation	\$0	\$270,396

#### K. Key Partners

List all key partner(s). Insert additional rows if needed. If no key partners to report, enter "No key partners to report." **Delete** any unused rows from the table.



**Key Partner Legal Company Name**

No key partners to report

**L. Budget Information**

Include all budget information. Insert additional rows if needed. If no budget information to report, enter "N/A" for "Not Applicable" and "0" to Amount. **Delete** any unused rows from the table.

Funding Source	Funding Year of Appropriation	Budget List Number	Amount
GGRF	23-24	303.203	\$ 2,500,000

**TOTAL Amount:** \$ 2,500,000

R&D Program Area: ICMB: FPIP

Explanation for "Other" selection Not applicable

Reimbursement Contract #: Not applicable

Federal Agreement #: 101 Local Assistance

**M. Recipient's Contact Information**

**1. Recipient's Administrator/Officer**

Name: Brian Fiscalini

Address: 7206 Kiernan Ave

City, State, Zip: Modesto, CA 95358

Phone: 209-346-0384

E-Mail: BrianFiscalini@fiscalinicheese.com

**2. Recipient's Project Manager**

Name: Brian Fiscalini

Address: 7206 Kiernan Ave

City, State, Zip: Modesto, CA 95358

Phone: 209-346-0384

E-Mail: BrianFiscalini@fiscalinicheese.com

**N. Selection Process Used**

There are three types of selection process. List the one used for this GRF.

Selection Process	Additional Information
Competitive Solicitation #	GFO-24-311
First Come First Served Solicitation #	Not applicable
Other	Not applicable



## O. Attached Items

1. List all items that should be attached to this GRF by entering "Yes" or "No".

Item Number	Item Name	Attached
1	Exhibit A, Scope of Work/Schedule	Yes
2	Exhibit B, Budget Detail	Yes
3	CEC 105, Questionnaire for Identifying Conflicts	Yes
4	Recipient Resolution	No
5	Awardee CEQA Documentation	No

### Approved By

Individuals who approve this form must enter their full name and approval date in the MS Word version.

**Agreement Manager:** Eleanor Oliver

**Approval Date:** 12/29/25

**Branch Manager:** Alex Horangic

**Approval Date:** 12/29/25

**Director:** Jonah Steinbuck delegated to Branch Manager

**Approval Date:** 12/29/25



**Scope of Work**  
**Fiscalini Cheese Company, L.P.**

**TASK ACRONYM/TERM LISTS**

**A. Task List**

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

**B. Acronym/Term List**

Acronym/Term	Meaning
BESS	Battery Energy Storage System
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
CPR	Critical Project Review
GHG	Greenhouse Gas
PV	Photovoltaic
VFD	Variable Frequency Drive

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

**A. Purpose of Agreement**

The purpose of this Agreement is to replace an aging creamery processing system with advanced processing equipment and to install a microgrid system with advanced controls at the Recipient's cheese manufacturing facility in Modesto, CA. The advanced processing equipment and the microgrid system, which will include solar photovoltaic (PV) panels, a battery energy storage system (BESS), and a microgrid controller, will enable on-peak demand reductions, reduce grid electricity consumption, and greenhouse gas (GHG) emissions.

**B. Problem/ Solution Statement**

**Problem**

The Recipient currently operates aging, energy-intensive creamery equipment, static process controls, and traditional grid-dependent power infrastructure, which drive up electricity consumption, increase operating costs, and generate avoidable emissions. Current inefficient open-vat cheesemaking equipment relies on fixed-speed motors, inconsistent temperature control, and inefficient thermal management, limiting the ability to optimize production, manage loads, or integrate decarbonization approaches effectively.

**Solution**

The Recipient will design and install an electrical microgrid with an advanced control system that produces and stores clean, reliable electricity as an alternative to the utility supply. Solar power

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<sup>1</sup> 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.

## **Scope of Work**

### **Fiscalini Cheese Company, L.P.**

will offset a portion of the facility's consumption, reducing GHG emissions. The energy stored in the BESS will be used to strategically reduce the facility's peak electrical demand and serve as an emergency power source. The Recipient will also modernize and replace outdated direct-drive creamery process equipment with advanced processing equipment with variable-frequency drives (VFDs). These upgrades will reduce overall electricity consumption, minimize unnecessary thermal losses, and optimize energy use across the processing operation.

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

##### **Agreement Goals**

The goals of this Agreement are to:

- Implement a solar-powered microgrid with advanced controls that will lower GHG emissions by producing renewable energy, reduce on-peak demand, and provide resilience by allowing the Recipient to operate critical loads in a grid outage;
- Modernize the aging creamery processing system with advanced processing equipment that will reduce electrical consumption; and
- Demonstrate a replicable, commercially proven model for carbon-negative food production that supports California's statutory climate and energy goals.

##### **Agreement Objectives**

The objectives of this Agreement are to:

- Design, install, and operate a solar PV-based microgrid with advanced controls at the Recipient's food processing location to reduce reliance on grid electricity and lower on-peak demand;
- Design, install, and operate an upgraded, advanced creamery processing system at the Recipient's food processing location to reduce electrical consumption and thermal loss;
- Measure and verify electricity production, battery charging and discharging, GHG emission reductions, and off-grid operational capabilities of the microgrid and advanced processing equipment;
- Reduce electricity use from the local grid by approximately 2,140,000 kilowatt hours per year and reduce GHG emissions by approximately 450 metric tons of carbon dioxide equivalent per year from the Recipient's food processing facility;
- Demonstrate the technical, economic, and resiliency benefits of microgrid systems in industrial facility applications by tracking and monitoring system performance data;
- Benefit priority populations by reducing on-site criteria air pollutant and toxic air contaminant emissions through reduction of fossil fuel consumption; and
- Disseminate information on project design, implementation, performance, and associated benefits.

## **II. 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)**. All products submitted that will be viewed by the public must comply with the accessibility requirements of Section 508 of the federal Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. All technical tasks

## **Scope of Work**

### **Fiscalini Cheese Company, L.P.**

should include product(s). 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 60 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 California Energy Commission’s (CEC) 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.

The following describes the accepted formats for electronic data and documents provided to the CEC 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.
- 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)

## **Scope of Work**

### **Fiscalini Cheese Company, L.P.**

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 CEC'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, and other CEC staff relevant to the Agreement. The Recipient's Project Manager and any other individuals deemed necessary by the CAM or the Project Manager shall participate in 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., Teams, Zoom), with approval of the CAM.

The Kick-off meeting will include a discussion of the following:

- The CAM's expectations for accomplishing tasks described in the Scope of Work;
  - An updated Project Schedule;
  - Terms and conditions of the Agreement;
  - Invoicing and auditing procedures;
  - Equipment purchases;
  - Administrative and Technical products (subtask 1.1);
  - CPR meetings (subtask 1.3);
  - Monthly Calls (subtask 1.5)
  - Quarterly Progress reports (subtask 1.6)
  - Final Report (subtask 1.7)
  - Match funds (subtask 1.8);
  - Permit documentation (subtask 1.9);
  - Agreement changes;
  - Performance Evaluations; and
  - Any other relevant topics.
- Provide *Kick-off Meeting Presentation* to include but not limited to:
    - Project overview (i.e. project description, goals and objectives, technical tasks, expected benefits, etc.)
    - Project schedule that identifies milestones
    - List of potential risk factors and hurdles, and mitigation strategy

## **Scope of Work**

### **Fiscalini Cheese Company, L.P.**

- Provide an *Updated Project Schedule*, *Match Funds Status Letter*, and *Permit Status Letter*, 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:**

- Kick-off Meeting Presentation
- Updated Project Schedule (*if applicable*)
- Match Funds Status Letter (subtask 1.7)
- Permit Status Letter (subtask 1.8)

#### **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 CEC 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 CEC 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 CEC.

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 may 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 CEC, 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 and submit 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.
- 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* with a list of expected CPR participants in advance of the CPR meeting. If applicable, the agenda may 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. A

## **Scope of Work**

### **Fiscalini Cheese Company, L.P.**

determination of unsatisfactory progress This may result in project delays, including a potential Stop Work Order, while the CEC determines whether the project should continue.

- 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)

#### **CAM Products:**

- CPR Agenda(s)
- 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 CEC 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 of the following Agreement closeout items:
  - Disposition of any procured equipment.
  - The CEC'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 copies of *All Final Products* organized by the tasks in the Agreement.

#### **Products:**

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

## **Scope of Work**

### **Fiscalini Cheese Company, L.P.**

#### **MONTHLY CALLS, REPORTS AND INVOICES**

##### **Subtask 1.5 Monthly Calls**

The goal of this task is to have calls at least monthly between the CAM and the Recipient to verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to verbally summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, to verify match funds are being proportionally spent concurrently or in advance of CEC funds or are being spent in accordance with an approved Match Funding Spending Plan, to form the basis for determining whether invoices are consistent with work performed, and to answer any other questions from the CAM. Monthly calls might not be held on those months when a quarterly progress report is submitted or the CAM determines that a monthly call is unnecessary.

##### **The CAM shall:**

- Schedule monthly calls.
- Provide questions to the Recipient prior to the monthly call.

##### **The Recipient shall:**

- Review the questions provided by CAM on the *Monthly Project Update* prior to the monthly call
- Provide verbal answers to the CAM during the call or written answers at the CAM's discretion.

##### **Product:**

- Monthly Project Update (*as determined by the CAM*)

##### **Subtask 1.6 Quarterly 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 reporting period, 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. Progress reports are due to the CAM the 10th day of each January, April, July, and October. The Quarterly Progress Report template can be found on the ECAMS Resources webpage available at: <https://www.energy.ca.gov/media/4691>
- Submit a monthly or quarterly *Invoice* on the invoice template(s) provided by the CAM.

##### **Recipient Products:**

- Quarterly Progress Reports
- Invoices

## Scope of Work Fiscalini Cheese Company, L.P.

### CAM Product:

- Invoice template

### Subtask 1.7 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. When creating the Final Report Outline and the Final Report, the Recipient must use the CEC Style Manual provided by the CAM.

#### Subtask 1.7.1 Final Report Outline

##### The Recipient shall:

- Prepare a *Final Report Outline* in accordance with the *Energy Commission Style Manual* provided by the CAM.

### Recipient Products:

- Final Report Outline (draft and final)

### CAM Products:

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

#### Subtask 1.7.2 Final Report

##### The Recipient shall:

- Prepare a *Final Report* for this Agreement in accordance with the approved Final Report Outline, Energy Commission 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)
- 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.
- Incorporate all CAM comments into the *Final Report*. If the Recipient disagrees with any comment, provide a *Written Responses to Comments* explaining why the comments were not incorporated into the final product.



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### **Fiscalini Cheese Company, L.P.**

- Submit the revised *Final Report* electronically with any Written Responses to Comments within 10 days of receipt of CAM's Written Comments on the Draft Final Report, unless the CAM specifies a longer time period or approves a request for additional time.

#### **Products:**

- Draft Final Report
- Written Responses to Comments (*if applicable*)
- Final Report

#### **CAM Product:**

- Written Comments on the Draft Final Report

### **MATCH FUNDS, PERMITS, AND SUBAWARDS**

#### **Subtask 1.8 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. 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 application that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state this in the letter.

If match funds were a part of the application that led to the CEC 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.
  - 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.

## **Scope of Work**

### **Fiscalini Cheese Company, L.P.**

- 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 1.9 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 1.10 Obtain and Execute Subawards and Agreements with Site Hosts**

The goals of this subtask are to: (1) procure and execute subrecipients and site host agreements, as applicable, required to carry out the tasks under this Agreement; and (2) ensure that the subrecipients and site host agreements are consistent with the Agreement terms and conditions and the Recipient's own contracting policies and procedures.

## Scope of Work Fiscalini Cheese Company, L.P.

### The Recipient shall:

- Execute and manage subawards and coordinate subrecipients activities in accordance with the requirements of this Agreement.
- Include any required Energy Commission flow-down provisions in each subaward, in addition to a statement that the terms of this Agreement will prevail if they conflict with the subaward terms.
- Submit a *Subaward and Site Letter* to the CAM describing the subawards and any site host agreement needed or stating that no subawards or site host agreements are required.
- If requested by the CAM, submit a draft of each *Subaward* and any *Site Host Agreement* required to conduct the work under this Agreement.
- If requested by the CAM, submit a final copy of each executed *Subaward* and any *Site Host Agreement*.
- Notify and receive written approval from the CAM prior to adding any new subrecipient (see the terms regarding of subrecipient additions in the terms and conditions).

### Products:

- Subaward and Site Letter
- Draft Subawards *(if requested by the CAM)*
- Draft Site Host Agreement *(if requested by the CAM)*
- Final Subawards *(if requested by the CAM)*
- Final Site Host Agreement *(if requested by the CAM)*

### III. 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.*

#### TASK 2 PROJECT ENGINEERING DESIGN

The goal of this task is to design the necessary equipment and plan the equipment layout for the project site. The pieces of equipment to be designed include, but are not limited to, solar PV panels, modules, inverters, BESS, associated structure components, processing vats, and VFD motors.

### The Recipient shall:

- Implement and file any necessary permit applications including, but not limited to:
  - Construction Permit Applications;
  - Single-Line Diagram;
  - Parcel map and site access details;
  - Electrical safety information;
  - Structural & Mechanical Design
  - Electrical Engineering Design, and
  - Utility Interconnection Engineering Design and details.

## **Scope of Work**

### **Fiscalini Cheese Company, L.P.**

- Design microgrid system:
  - Establish specifications and initial layouts for solar arrays and BESS
  - Execute 30% design document development
  - Conduct 30% design review meeting with stakeholders
  - Execute 90% design document development
  - Conduct 90% design review meeting
  - Prepare permitting drawing set
- Design the upgraded creamery processing system:
  - Establish specification and initial layouts for the advanced creamery processing equipment
- 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.

#### **Products:**

- Project Design Memo

### **TASK 3 SITE PREPARATION AND EQUIPMENT PROCUREMENT**

The goal of this task is to procure the necessary equipment, materials, and permits for this project and prepare the site for the installation of a microgrid with advanced controls and advanced processing equipment.

#### **The Recipient shall:**

- Identify, prepare, apply, and obtain all permits related to the project.
- Submit an interconnection application to the local utility serving the facility.
- Prepare the project site:
  - Identify staging areas and installation locations for the advanced processing equipment and microgrid,
  - Remove existing debris/equipment to be replaced.
- Develop the equipment specifications based on the project engineering design.
- Develop bid documents required for completing the site preparation and equipment installation
  - Specify and procure final equipment and materials, select vendors, and issue purchase based on finalized bids
- Provide a *Site Preparation and Equipment Procurement Memo* that shall include, but not be limited to:
  - Summary of the steps to prepare the site(s);
  - Copy of the performance specifications for each piece of equipment purchased by the grant;
  - Summary of the bids received and from whom;
  - Copies of all required permits needed for installation at each site;
  - Copies of the final procurement documents and purchase orders; and
  - Status of the planned installation including a preliminary schedule for equipment delivery and installation for each site.

#### **Products:**

- Site Preparation and Equipment Procurement Memo

## **Scope of Work**

### **Fiscalini Cheese Company, L.P.**

#### **TASK 4 EQUIPMENT INSTALLATION**

The goal of this task is to install and commission the equipment for this project and ensure the microgrid and advanced processing equipment systems meet the stated performance specifications.

##### **The Recipient shall:**

- Complete mechanical installation of the ground-mounted solar PV systems
  - Layout array structure locations
  - Execute civil scope for foundations and piers
  - Install steel structure
  - Install racking and solar modules
- Complete electrical installation of the ground-mounted solar PV systems
  - Install inverters and panelboards
  - Complete array wiring and pull wires to distribution panelboards
  - Pull wires and complete terminations to switchgear with microgrid controller
- Complete BESS installation
  - Layout BESS installation location
  - Install equipment pad per specifications and manufacturer Requirements
  - Set BESS and install anchors
  - Complete electrical work, cable pulls, trenching, and terminations at switchgear
- Complete project inspections
  - Execute Authority Having Jurisdiction signoff
  - Issue Punch List
  - Conduct utility on-site inspection
- Complete project commissioning
  - Conduct electrical acceptance testing
  - Complete remaining Punch List work
  - Request for permission to operate
  - Issue Permission to Operate Letter
  - Validate microgrid performance
  - Achieve commercial operation
- Complete the replacement of the updated advanced processing equipment and associated mechanical and electrical connections in the creamery system.
  - Verify the integrity and functionality of the equipment installed
- 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 discussion of the steps taken to overcome those barriers;
  - Discuss results of equipment start-up and commissioning at each site with respect to whether the equipment installed meets the stated performance specifications.
- Prepare a *CPR Report #1* in accordance with subtask 1.3.
- Participate in a CPR Meeting.

##### **Products:**

- Equipment Installation Memo (*draft and final*)
- CPR Report #1

## Scope of Work Fiscalini Cheese Company, L.P.

### 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 GHG and energy consumption reduction.

#### The Recipient shall:

- Enter into an agreement with M&V subcontractor per Task 1.9 (if using an outside vendor)
- Coordinate site visits with the M&V subcontractor at the demonstration site(s)
- Develop M&V protocol for **pre-installation** measurement (and calculation):
  - 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* for each project demonstration site 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 that will be measured.
  - A description of the M&V protocol and analysis methods to be employed.
  - A description of the independent, third-party M&V services to be employed, if applicable.
- Perform three months (or a 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 at least 6 months or two seasons, for seasonal facilities, (or a 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.
- Provide all key assumptions used to estimate and determine energy and GHG reductions (and additions, if applicable).

## **Scope of Work**

### **Fiscalini Cheese Company, L.P.**

- 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.
- Prepare a *CPR Report #2* in accordance with subtask 1.3.
- Participate in a CPR Meeting.

#### **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*)
- CPR Report #2

#### **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:**

- If requested by the CAM, complete and update the project profile on the CEC's public online project and recipient directory on the [Energize Innovation website \(www.energizeinnovation.fund\)](http://www.energizeinnovation.fund), and provide *Documentation of Project Profile on EnergizeInnovation.fund*, including the profile link, as determined by the CAM.
- If requested by the CAM, and if the Prime Recipient is an Innovation Partner on the project, complete and update the organizational profile on the CEC's public online project and recipient directory on the [Energize Innovation website \(www.energizeinnovation.fund\)](http://www.energizeinnovation.fund), and provide *Documentation of Organization Profile on EnergizeInnovation.fund*, including the profile link, as determined by the CAM.
- When directed by the CAM, develop *Presentation Materials* to be presented at a CEC-sponsored conference/workshop(s) on the project.
- When directed by the CAM, participate in annual symposium(s) sponsored by the CEC.
- 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 sites or related project photographs.

#### **Products:**

- Documentation of Project Profile on EnergizeInnovation.fund (*if requested by CAM*)
- Documentation of Organization Profile on EnergizeInnovation.fund (*if requested by CAM*)
- Presentation Materials (*draft and final*)
- High Quality Digital Photographs

#### **IV. PROJECT SCHEDULE**

Please see the attached Excel spreadsheet.