



# CITY OF WHEATLAND

## CITY COUNCIL MEETING STAFF REPORT

December 10, 2019

**SUBJECT:** Council discussion and consideration of Resolution No. 44-19 approving a Letter of Intent of GCL New Energy, Inc. to lease city-owned property at the wastewater treatment plant

**PREPARED BY:** Jim Goodwin

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### **Recommendation**

Staff recommends the City Council adopt the attached Resolution No. 44-19 directing the City Manager to execute a Letter of Intent with GCL New Energy, Inc. to lease city-owned property at the wastewater treatment plant (see Attachment 1).

### **Background/Discussion**

City staff was approached by Zack Anawalt, Senior Project Manager, Energy Storage, GCL New Energy, Inc. with a proposal to locate a battery energy storage facility in Wheatland. GCL New Energy Inc. energy storage facilities are fully enclosed within shipping containers on concrete pads. The facilities must be located within two miles of a PG&E substation. Sites must be a minimum of 5,000 square feet.

Staff met with Mr. Anawalt and determined that there is property available at the wastewater treatment plant that meets the basic site parameters. Before entering into a lease for the site, GCL New Energy will complete a full site analysis, including environmental review. The Letter of Intent states the relationship of the City of Wheatland and GCL New Energy during this Due Diligence Period. GCL New Energy, Inc. will have one year to complete the site analysis and will pay a non-refundable fee of \$3,500. During this period final details of the lease will be completed. GCL New Energy, Inc. has the option to extend the Due Diligence Period an additional 12 months at a cost of an additional \$3,500.

If the site is determined suitable during the Due Diligence Period, GCL New Energy has proposed a 10-year lease of the site starting at \$2,500 per month, with a three percent (3%) annual increase each year of the lease, and an option to extend the lease another 10 years. The final lease would come back to Council for approval at that time.

The attached proposed Letter of Intent was reviewed by the City Attorney and has been agreed upon by both Mr. Anawalt and the City Attorney (see Attachment 2). Additional information regarding the energy storage facility is also attached for your review (see Attachment 3).

### **Alternatives**

The City Council may choose not to adoption Resolution No. 44-19 authorizing the City Manager to execute the Letter of Intent.

### **Fiscal Impact**

The City of Wheatland will receive a non-refundable \$3,500 payment as consideration for execution of the Letter of Intent. If a future lease is approved, the city will receive monthly lease payments starting at \$2,500 per month. All funds will be deposited in the General Fund.

### **Attachments**

1. City Council Resolution
2. Draft Letter of Intent
3. Background information regarding GCL New Energy, Inc. storage facility

**RESOLUTION NO. 44-19**

**DIRECTING THE CITY MANAGER TO EXECUTE A LETTER OF INTENT WITH GCL  
NEW ENERGY, INC. TO LEASE PROPERTY AT THE WASTEWATER TREATMENT  
FACILITY**

**WHEREAS** GCL New Energy, Inc. is seeking a location for an energy storage facility; and

**WHEREAS** GCL New Energy Inc. wishes to enter into a Due Diligence Period to examine city-owned property at the wastewater treatment facility for suitability as a site for their facility and has offered \$3,500 as consideration for the opportunity to examine the property; and

**WHEREAS**, the Wheatland City Council is willing to allow GCL New Energy Inc. the opportunity to examine the property ; and

**WHEREAS**, the attached draft Letter of Intent (Exhibit A) outlines the obligations of each party during the Due Diligence Period and potential lease terms for the property should it be determined suitable for an energy storage facility.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Wheatland hereby directs the City Manager to execute a letter of intent with GCL New Energy, Inc. in a form substantially similar to Exhibit A.

**PASSED AND ADOPTED** by the City Council of City of Wheatland, State of California this 10<sup>th</sup> day of December 2019, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Joseph Henderson, Mayor

**GCL System Integration Technology LLC**  
**Bishop Ranch 15**  
**12667 Alcosta Blvd, Suite 400**  
**San Ramon, CA 94583**  
07-27-2019

**Land Owner:** City of Wheatland

**Re:** Proposed Option to Lease 6,000 Square Feet of yard space, at Waste Water Treatment Facility, located at: 800 Malone, Wheatland, CA 95692

*Ladies and Gentlemen:*

This letter of intent ("LOI") sets forth the agreement of GCL System Integration Technology LLC ("GCL") and City of Wheatland ("City") with respect to a portion of the real property located in Yuba County, California, and identified in Exhibit A (the "Property") to enable GCL to conduct due diligence of the Property and to serve as the basis for negotiating the terms of a potential lease by GCL of the Property (the "Transaction"). GCL and City are hereinafter referred to from time to time individually as a "Party" or collectively as the "Parties."

1. Consideration for LOI, Due Diligence Period, and Exclusivity Period. In consideration for: (i) City's execution of this LOI, (ii) City's agreement to cooperate and provide GCL with access to the Property to conduct due diligence, (iii) the Exclusivity Period (as defined below), and (iv) compliance with the other terms and provisions of this LOI, GCL will pay Three Thousand Five Hundred (\$3,500.00) to City within twenty (20) business days after GCL's receipt of this LOI executed by City.

2. Due Diligence Review. Following the Effective Date of this LOI and continuing for a period of twelve (12) months thereafter (unless this LOI is earlier terminated as set forth in Section 10 below) (the "Due Diligence Period"), City shall permit GCL ongoing access to the Property to complete a detailed review and analysis of the physical condition of the Property and to investigate the condition of title, zoning, land use, environmental, building and other governmental requirements applicable to the Property and GCL's proposed use of the Property. GCL, in its sole and absolute discretion, must be satisfied in all respects with the results of its review and analysis before it will proceed with the proposed Transaction. During the Due Diligence Period, City will discuss, and will make its officers, employees, and representatives available to discuss, with GCL or its representatives and consultants such aspects of the Property as GCL may wish to investigate or review. In addition, City shall provide GCL and its representatives and consultants with reasonable access to the Property to conduct, at GCL's cost, such technical, engineering, and environmental inspections and investigations as GCL may desire. Prior to the execution of the Option to Lease Agreement, the City will allow GCL access to its records so that GCL may fully apprise itself of the business and development activities and financial condition of the Property, and City shall continue to use the Property consistent with past practices.

3. Option to Lease Agreement. Assuming satisfactory due diligence review by GCL, the terms and conditions on which the proposed Transaction would take place shall be set forth in a definitive, legally binding mutually satisfactory agreement by and between GCL and City to be negotiated by GCL and City during the Due Diligence Period (the "Option to Lease Agreement"). The Option to Lease Agreement shall provide GCL with an option to lease the Property for ten (10) years, and the rent payments will be Two Thousand Five Hundred (\$2,500.00) per month, increasing annually by Three Percent (3%) on the anniversary of the commencement of the lease term. The Option to Lease Agreement shall contain such terms, conditions, representations, warranties and covenants, together with indemnification provisions, as are acceptable to both parties. The Option to Lease Agreement shall also provide that if GCL exercises the option to lease the Property for the ten (10) year term (the "Initial Term"), GCL shall have the right to extend the Initial Term for an additional ten (10) years by providing written notice to City at any time during the Initial Term but no later than sixty (60) days prior to the expiration of the Initial Term. The monthly rent for the first year of the extended term shall equal the monthly rent then in effect for the last year of the Initial Term, plus Three Percent (3%), increasing annually thereafter during the extended term by Three Percent (3%) on the anniversary of the commencement of the lease term.

4. Exclusive Dealing. Subject to receipt by City of the payment set forth in Section 1, for a period of twelve (12) months from the Effective Date of this LOI (the "Exclusivity Period"), neither City nor any of City's directors, managers, officers, employees, shareholders, members, agents or representatives shall (except with respect to GCL) directly or indirectly: (a) enter into or conduct any discussions with any persons or entities relative to any sale, lease or other disposition of the Property; (b) solicit or encourage, directly or indirectly, submission of any inquiry, proposal or offer related to the sale, lease or other disposition of the Property; or (c) entertain any offer to purchase or lease the Property; provided, however, that the restrictions of this paragraph relate only to that portion of the Property marked as Area 2 on Exhibit A, and nothing in this provision will circumscribe or limit the City's ability to take any and all actions necessary continue to operate its wastewater treatment facilities on the Property. In the event City or City's directors, managers, officers, employees, shareholders, members, agents or representatives receive any such inquiry, proposal or offer from any person or entity, City will promptly inform such person or entity of its obligations under this paragraph (without revealing GCL's name except as it may be compelled to do so under applicable law(s)).

5. Option to Extend Due Diligence Period and Exclusivity Period. At GCL's sole option, GCL may elect to extend both the Due Diligence Period and the Exclusivity Period beyond their scheduled expiration dates (the "Expiration Date") for an additional twelve (12) month period (the "Extension Option"). If GCL elects to exercise the Extension Option, GCL shall provide written notice to City no later than thirty (30) days prior to the Expiration Date, and shall pay Three Thousand Five Hundred (\$3,500.00) to City on or before the Expiration Date.

6. Confidentiality. The terms and conditions of this LOI are subject to the terms and conditions of that certain Confidentiality Agreement by and between GCL or its respective affiliates, as applicable, and City dated 12-\_\_-2019 (the "Confidentiality Agreement"). City agrees to protect the confidentiality of these documents to the extent it is permitted to do so under the law. The parties acknowledge that City is a public agency; is subject to statutes that may require disclosure of documents, such as the Public Records Act and the Brown Act; and the

City may be required to disclose documents in compliance with its legal obligations. Prior to disclosing any documents related to GCL, the City will provide GCL with notice of what documents will be disclosed and what statute or other law compels their disclosure.

7. Public Announcements. Except as may be required by law or any applicable stock exchange rules, City and GCL will not issue or make any press releases or other public disclosures concerning this LOI or the Transaction contemplated hereby without first obtaining the written consent of the other Party hereto; provided, however, GCL may, without City's consent, provide a copy of this LOI to utility companies and proposed off-takers of electricity.

8. Brokerage Commissions/Finder's Fees; Other Expenses. Each Party will indemnify, release, and hold harmless the other Party in respect of any and all costs, expenses and losses sustained by the other Party as a result of alleged or actual liability to any broker or finder on the basis of any arrangement or agreement made by or on behalf of such Party. Each Party will pay its own expenses in connection with the proposed Transaction, unless otherwise specifically agreed.

9. Legal Effect. The Parties agree that except for Sections 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 of this LOI (the "Binding Provisions"), neither City nor GCL shall have any legal obligation to the other with respect to the Transaction contemplated hereby unless and until the Parties shall have executed and delivered the Option to Lease Agreement and any other related definitive agreements negotiated by the Parties as part of the Transaction contemplated hereby, at which point all obligations and rights of the Parties with respect to such Transaction shall be governed by such agreements. No past or future action, course of conduct, or failure to act will give rise to or serve as a basis for any obligation, contract by estoppel, claim of detrimental reliance or other liability on the part of the Parties, except as such constitute a breach of the Binding Provisions, or as set forth in any future written agreement among the Parties. Each Party and its officers executing this LOI represents and warrants to the other Party that they have the requisite power and authority to bind themselves to all of the Binding Provisions set forth in this LOI.

10. Termination. The obligations of the Parties hereunder shall terminate upon the first to occur of the following: (i) the date on which the Parties execute and deliver the Option to Lease Agreement, (ii) the date on which GCL provides written notice to City that it will no longer pursue the Transaction and elects to terminate this LOI, which termination may occur for any reason or no reason, at GCL's sole and absolute discretion, (iii) the date on which the City provides written notice to GCL that it is terminating this LOI for good cause, such as health and safety concerns with the proposed project, inability to obtain insurance for the Property or a significant increase in insurance rates, or interference with the ability to operate the existing waste water treatment facilities, or (iv) any Party provides written election to terminate for any reason after the Exclusivity Period (as it may be extended). Upon such termination, neither Party shall have any further obligations under this LOI.

11. Governing Law. This LOI shall be governed by, and construed in accordance with, the laws of the State of California (without regard to conflicts of law principles).

12. Counterparts; Facsimile and Electronic Signatures. This LOI may be executed in counterparts, each of which shall be deemed an original and both of which, when taken together, shall constitute one and the same agreement. Signatures exchanged via facsimile or electronically in a format such as .pdf shall be deemed original signatures for purposes of this LOI and the Binding Provisions. The effective date of this LOI shall be the date this LOI is last signed and mutually executed as written below (the "Effective Date").

13. No Assignment. Neither Party may assign any of its rights or obligations under this LOI without the prior written consent of the other Party. Notwithstanding the foregoing, GCL shall have the right, without any consent, to assign its rights under this LOI to an affiliate of GCL in connection with the development, construction, and operation of the proposed facility on the Property. Any purported assignment without the required consent shall be void.

If the foregoing correctly sets forth your intent, please execute this LOI below and return an executed copy of this LOI to the attention of Zack Anawalt, email: [zanawalt@gclnewenergy.com](mailto:zanawalt@gclnewenergy.com). Upon the return of a signed copy of this LOI, we will commence our due diligence investigation of the Property.

Yours sincerely,

**GCL System Integration Technology LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted and agreed to:

City of Wheatland

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Exhibit A

### GCL Schematic Site Plan

Location: Wastewater Treatment Plant, Wheatland, CA (1.1 Miles from Substation)

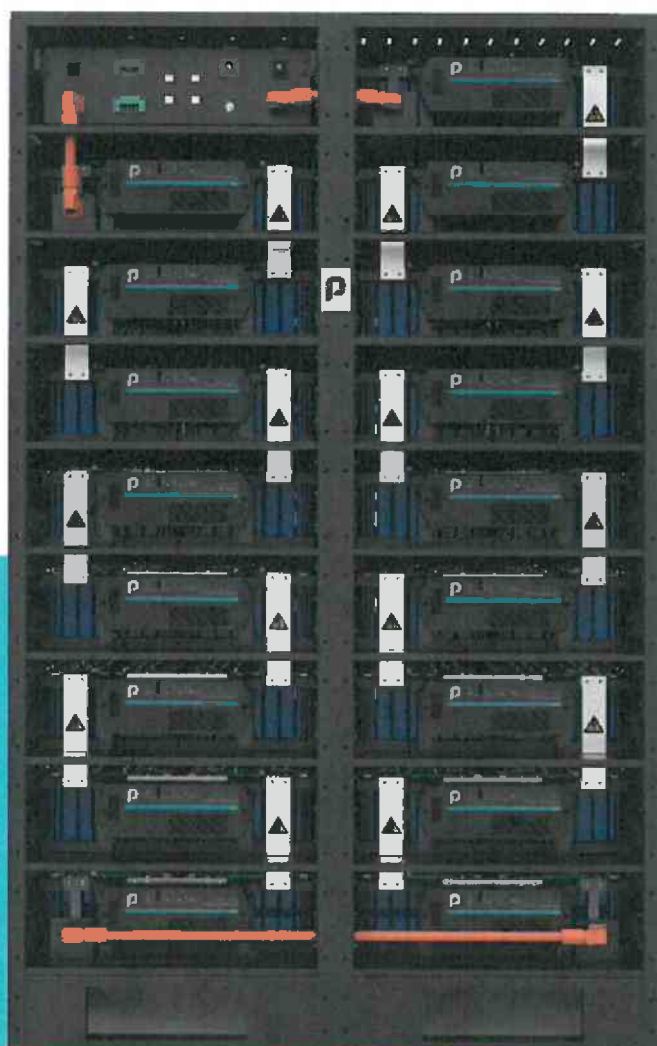


1. (2) 40'x8'x6'-6" Containers with Lithium Ion Storage System, (2) Inverters, (1) Transformer on Slab
2. 100'x60' Fenced Yard area with Compressed Granite All Season Surface
3. Access Road with shared maintenance agreement, southern portion of road to move south (towards existing fence), GCL to pay for road improvements within existing facility boundary.
4. Potential Connection Points to Grid, to be verified.



# Powin Energy

Energy Storage Made Simple



# BATTERY PACK OPERATING SYSTEM (bp-OS)

The Battery Pack Operating System (bp-OS) is the DNA of Powin Energy DC system technology. It gives visibility and predictability into every layer of the battery system and adds an extra level of safety.



The bp-OS was designed specifically for stationary storage systems, unlike most BMS software that was created for electric vehicles. The bp-OS takes an advanced approach to battery management by evenly synchronizing the voltage of every single battery cell through active and passive balancing to optimize charge and discharge cycles for battery cells.

Unparalleled system insight and functionality is provided by Powin Energy's exclusive:

- + Battery Odometer™ – Measures battery capacity degradation and remaining battery lifetime while recording all aspects of battery usage
- + Warranty Tracker™ – Tracks warranty parameters and alerts operators to issues that exceed warranty parameters

The bp-OS is installed standard in all Powin Energy storage systems and comes with a comprehensive suite of tools including:

- |                                            |                                     |
|--------------------------------------------|-------------------------------------|
| + Battery Odometer™                        | + Maintenance Manager               |
| + Warranty Tracker™                        | + Calibration Manager               |
| + Operating History Monitor                | + Plug & Play Configuration Manager |
| + Balancing Manager                        | + Communication Manager             |
| + Alarms, Warnings and Error (AWE) Manager | + Update Manager                    |

## ABOUT POWIN ENERGY

Powin Energy is creating the next wave of safe and scalable battery energy storage that is purpose-built for the demands of utility-scale, commercial and industrial, and microgrid applications. With an unrivaled team of experts from across the energy industry, almost three decades of supply chain management expertise, extensive battery management software proficiency, a modular architecture, and a streamlined installation process, Powin is making energy storage highly cost-effective and pain free.



"It's very important for Hecate to offer turnkey solutions that are attractive financially to our utility customers and Powin Energy provides tremendous value while still delivering a highly robust energy storage system. Their responsiveness to even the smallest request and attention to detail that only energy industry veterans possess makes Powin a preferred partner." – **Gabe Wapner, Director Development, Hecate Energy**

## APPLICATIONS



### IN FRONT OF THE METER

- Distribution Deferral
- Transmission Deferral
- Congestion Relief
- Resource Adequacy



### MICROGRIDS

- Islanding
- Backup Power
- Renewables Integration



### GRID SERVICES

- Energy Arbitrage
- Frequency Regulation
- Voltage Support
- Spin/Non-Spin Reserve



### BEHIND THE METER

- Backup Power
- Peak Shaving
- Time-of-Use Bill Management

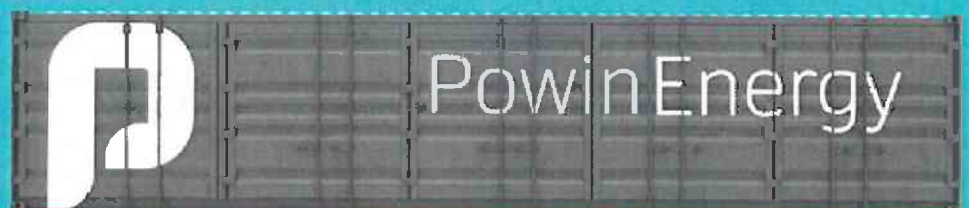


### SOLAR+STORAGE

- Increased PV Self-Consumption
- Peak Shaving

## PURPOSE BUILT UTILITY SCALE STORAGE

Powin Energy's Stack modular battery system has been engineered from the cell-level up to container-level (pictured right) to maximize energy density and perform rigorous in front-of-the-meter and behind-the-meter functions. Powin's patented bp-OS is at the heart of the Stack and, being purpose designed for stationary storage application, is the most advanced battery management system in the energy storage industry.



# POWIN ENERGY SCALABLE HARDWARE PRODUCTS



**Battery Module**

Powin Energy's bp-OS is the most advanced battery management system in the energy storage industry and comes installed in every Stack module. It provides visibility into every layer of the energy storage system down to the cell level and delivers elegant software integration with additional infrastructure. Each module includes the exclusive Battery Odometer and Warranty Tracker™.



**Battery Pack**

Stack is a modular, purpose-built battery array that easily and cost-effectively scales from 125 kW to multiple megawatt applications. We offer indoor (shown) and NEMA 3R outdoor applications, each of which are engineered to maximize energy density to minimize system footprint. The modularity of the Stack eases installation, simplifies maintenance, reduces downtime, and mitigates installation and O&M costs.



**Stack**

Stack can perform a wide variety of front of the meter, behind the meter, and microgrid applications to fulfill today's energy storage requirements, but is designed to be flexible enough to be prepared for the future. Outdoor installations come in 1 MWh (20 foot) or 2 MWh (40 foot) containers that have been optimized for ideal energy density with simplified maintenance access.



**Array**

## BY PEOPLE WHO GET THE ENERGY INDUSTRY

Powin Energy's management team brings decades of successful leadership experience in the energy, storage, and utility industries, all with real world product design, project development, and grid-level installation experience. We understand the challenges that can be presented by utility-scale energy projects, which is why we focus on easing the procurement, execution, and interconnection processes to deliver on-time, under budget, and with superior project ROI.



"esVolta selected Powin as our OEM of choice because Powin's commercially-proven integrated battery systems are ideally suited to meet the demands of our utility-scale storage applications. This partnership provides esVolta with competitive advantages in design, engineering, and pricing which are critical factors contributing to esVolta's growth and success in the market."

— **Randolph Mann**, Founder and President, esVolta

## POWIN SOFTWARE ADVANTAGE

### SOLELY FOCUSED ON ENERGY STORAGE



#### PATENTED TECHNOLOGY

- + Detailed Cell Monitor and Diagnostics
- + Warranty Tracker
- + Automated Maintenance and Calibration
- + Full Scalability



#### SUPPLIER AGNOSTIC

- + Integrates newest proven PCS technology into our AC system
- + Integrates any chemistry of battery cell to meet customers performance requirements
- + Can choose alternate sub component suppliers to meet customers price requirements



#### INTEGRATION

- + PCS-DC Battery Integration made easy
- + System Control Software and EMS included
- + Capable of delivering full scope of work to Point of Interconnection
- + EPC partners to provide turnkey service



#### OUTDOOR ENCLOSURES

Standard scalable and modular outdoor enclosure design. Comes pre-engineered and fitted with the following components:

- + Climate control using forced air HVAC
- + Fire detection and suppression
- + Insulation for hot and cold weather climates

## WITH THE FORESIGHT TO ANTICIPATE WHAT'S NEXT FOR ENERGY STORAGE

Before most people saw the enormous market potential of large-scale battery storage, Powin Energy was already utilizing its global battery supply chain relationships to deliver high quality with market-leading value. While other companies used battery management software designed for EVs, Powin Energy was designing the bp-OS to balance batteries based on how grid-scale energy storage systems are actually used.

## POWIN ENERGY...WE GET IT.





# CASE STUDIES

## STRATFORD - IESO

Powin Energy products and services were selected by Hecate Energy to build, deliver, and install four projects totaling 8.8 MW/40.8 MWh in Ontario, Canada. The projects were all contracted with Independent Electricity System Operator (IESO) as part of their long-term energy plan. This system comprises the contract for energy storage in Canada and the first commissioned IESO RSVC project. The project is located in Stratford Ontario and is housed inside a newly constructed building specifically designed to support twenty Powin Energy 2 MWh battery arrays. The project is contracted to provide reactive service voltage control for the IESO. Powin continued to demonstrate its bankability strength when the project was given non-recourse debt financing from Brookfield Renewable and later sold to esVolta, as a part of a larger deal financed by Blue Sky.

- Project Size: 8.8 MW/40.8 MWh
- Project Location: Stratford, Ontario, Canada
- Project Completion Date: March 2018
- System Use Cases: Reactive Services, Voltage Control, Frequency Regulation



## KITCHENER - IESO

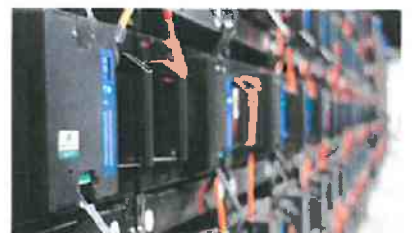
Hecate Energy selected Powin Energy as a quick replacement system for another battery system vendor who could not fulfill the order. This was an easy choice because of Powin's demonstrated ability to manufacture and deliver products with very short lead time (within 10 weeks), even for a custom lower voltage product. Powin deployed six of its Block1 products, a 40 foot outdoor-rated container each with a 1 MWh capacity. In addition to providing the DC Block, Powin quickly deployed its integration expertise to ensure maximum performance from the Schneider Electric PCS units that were already procured and installed on site. Finally, the site will be managed by Powin's industry-leading EMS, complete with Powin's simple, demonstrated approach to integrating with the IESO.

- Project Size: 2 MW/6 MWh
- Project Location: Kitchener, Ontario, Canada
- COD: May 2018
- System Use Cases: Reactive Services, Voltage Control, Frequency Regulation

## SOUTHERN CALIFORNIA EDISON ALISO CANYON PROJECT

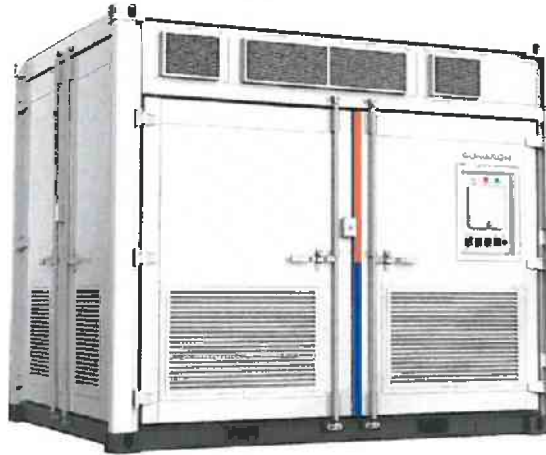
In response to the well-publicized Aliso Canyon gas leak in Los Angeles, Southern California Edison (SCE) launched the Aliso Canyon Energy Storage Request for Offers on May 27, 2016. After a highly competitive bidding process, Powin Energy was awarded a contract to build a 2 MW/8 MWh energy storage system to provide SCE with a reliable and continuous source of energy during peak demand events while also supplying the California ISO with regulation and flexible capacity support as needed. To provide SCE with a reliable and continuous source of energy during peak demand events while also supplying the California ISO with regulation and flexible capacity support as needed.

- Project Size: 2MW/8MWh
- Project Location: Irvine, California
- Project Completion Date: 1/10/17
- System Use Cases: Resource Adequacy, Capacity, Frequency Regulation, Energy Arbitrage



# SC2500U New

Energy Storage Turnkey Solution for 1500 Vdc



## High Yield

- Advanced three-level technology, max. efficiency 98.8%
- Effective forced air cooling, no derating up to 122°F
- Wide DC voltage operation window, flexible for battery configuration



## Easy O&M

- Integrated current & voltage monitoring function for online analysis and fast trouble shooting
- Low transportation and installation cost due to 10-foot container design
- Modular design, easy for installation and maintenance
- Integrated auxiliary power supply panels for external devices



## ESS Applications

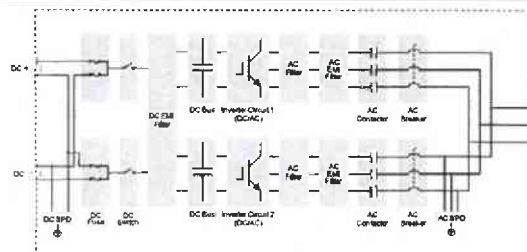
- Typical applications: peak shaving, energy shifting, frequency regulation, capacity firming
- Compatible with high voltage battery system, low system cost
- Bidirectional power conversion system with full four-quadrant operation
- Battery charge & dis-charge management and black start function integrated



## Grid Support

- Compliant with UL1741, UL1741 SA, IEEE1547, California Rule 21
- Dynamic grid voltage and frequency support
- L/HVRT, L/HFRT, soft start/stop, specified power factor control and reactive power support

Circuit Diagram





**DC side**

Max. DC voltage  
Min. DC voltage  
DC voltage range for nominal power  
Max. DC current  
Max. DC power

**SC2500U**

1500V  
800 V  
800 – 1300 V  
3508 A  
2806 kW

**AC side [Grid]**

AC output power  
Max. AC current  
Nominal AC voltage  
AC voltage range  
Nominal grid frequency / Grid frequency range  
AC current THD  
DC current injection  
Power factor at nominal power / Adjustable power factor  
Adjustable reactive power

2750 kVA @ 45 °C (113 °F) / 2500 kVA @ 50 °C (122 °F)  
2886 A  
550 V  
484 – 605 V  
60 Hz / 55 – 65 Hz  
< 3 % (at nominal power)  
< 0.5 % In  
> 0.99 / 1 leading – 1 lagging  
-100% – 100%

**AC side [Off-Grid]**

Nominal AC voltage  
AC voltage range  
AC voltage THD  
DC voltage component  
Unbalance load capacity  
Nominal voltage frequency / Voltage frequency range

550 V  
484 – 605 V  
< 3 % (Linear load)  
< 0.5 % Un (Linear balance load)  
100 %  
60 Hz / 55 – 65 Hz

**Efficiency**

Max. efficiency / CEC efficiency

98.8 % / 98.5 %

**Protection**

DC input protection  
AC output protection  
Overvoltage protection  
Grid monitoring / Ground fault monitoring  
Insulation monitoring  
Overheat protection

Load break switch + fuse  
Circuit breaker  
DC Type II / AC Type II  
Yes / Yes  
Yes  
Yes

**General Data**

Dimensions (W\*H\*D)  
Weight  
Isolation method  
Degree of protection  
Auxiliary power supply  
Operating ambient temperature range  
Allowable relative humidity range (non-condensing)  
Cooling method  
Max. operating altitude  
Display  
Communication  
Compliance  
Grid support  
Type designation

2991\*2591\*2438 mm (117.8"\*102"\*96.0")  
6 T (13227.7 lbs)  
Transformerless  
Type 3R  
220 Vac, 2 kVA / 110 Vac, 2.2kVA / Optional: 480 Vac, 30 kVA  
-30 to 60 °C (> 50 °C derating) (-22 to 140 °F (> 122 °F derating))  
0 – 95 % (non-condensing)  
Temperature controlled forced air cooling  
4000 m (> 2000 m derating) (13123 ft (> 6561 ft derating))  
Touch screen  
Standard: RS485, CAN, Ethernet; Optional: optical fiber  
UL 1741, IEEE 1547, UL1741 SA, NEC Standard  
L/HVRT, L/HFRT, active & reactive power control and power ramp rate control  
SC2500U-10





## MUTUAL ("TWO-WAY") NON-DISCLOSURE AGREEMENT

This mutual non-disclosure agreement ("Agreement") is entered into as of the Effective Date listed below, between GCL System Integration Technology LLC, a Delaware limited liability company ("GCL") and the signatory below ("Counterparty"). GCL and Counterparty are each separately referred to herein as a "Party," or jointly as "Parties." The Parties desire to exchange information that each Party wants treated confidential, pursuant to the terms of this Agreement. Each Party mutually agrees as follows:

**1. CONFIDENTIAL INFORMATION.** "Confidential Information" shall mean any information disclosed by one of the Parties or its subsidiaries or Affiliates (the "Discloser") to the other Party or its subsidiaries or Affiliates (the "Recipient") that: (a) is expressly identified as confidential or proprietary, or (b) a reasonable person would understand to be confidential. Examples of Confidential Information may include, but are not limited to: pricing information, data, memoranda, designs, models, prototypes, tools, proposals, presentations, business processes, business plans, project information, term sheets, contracts, financial information, customer information, and market intelligence. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient.

**2. REPRESENTATIVES OF EACH PARTY.** For purposes of this Agreement, Representatives of a Party shall mean the directors, officers, members, managers, employees, agents, representatives, independent contractors or advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) of each Party, each Party's wholly-owned subsidiaries and affiliated companies or, if such Party is a wholly-owned subsidiary of another entity, such parent entity. Recipient shall be responsible for any breach of this Agreement by any of its Representatives. Recipient shall, at its sole expense, take all necessary measures to restrain its Representatives from prohibited or unauthorized disclosure/use of the Confidential Information.

**3. CONFIDENTIALITY OBLIGATIONS.** Recipient of Confidential Information shall, and cause its Representatives to:

(a) treat Confidential Information to at least the same degree confidentiality that Discloser treats its own confidential information, and in no case with less than a reasonable degree of confidentiality;

(b) accurately reproduce any markings or indications of confidentiality on any tangible Confidential Information, and identify as "confidential" any orally transmitted Confidential Information (including appropriate markings on any orally transmitted Confidential Information that is reduced to tangible form);

(c) only use received Confidential Information for the business purposes contemplated by the Parties;

(d) reasonably limit dissemination of Confidential Information to only those persons of Recipient who have a need to know;

(e) not disclose Confidential Information to third parties without prior written consent of the Discloser. Recipient may, however, disclose confidential information when compelled to do so by law. In such case, Recipient shall attempt to provide reasonable prior written notice to Discloser;

(f) destroy or return to Discloser any Confidential Information received in written or tangible media in response to a written request by Discloser, including all copies and records thereof, provided that Recipient may retain a single set of copies solely as an archival record of materials submitted.

**4. TERM.** For administrative convenience, this Agreement lasts until express written termination by one or both Parties. Either Party may terminate this Agreement with fifteen (15) days prior written notice, but this Agreement's provisions survive termination with respect to Confidential Information that was disclosed prior to the termination date. However, the confidentiality obligations are not indefinite. Each Party's duty to protect Confidential Information expires three (3) years from the date of initial disclosure of that particular Confidential Information by Discloser to Recipient.

**5. NO BUSINESS OBLIGATION OR WARRANTY.** This Agreement imposes no obligation on either Party to proceed with or continue any business transaction. Unless expressly agreed otherwise by the Parties, neither Party warrants the accuracy or completeness of any Confidential Information. Each Party is responsible for the soundness of its own business decisions, whether or not based on any Confidential Information received from Discloser.

**6. NO INTELLECTUAL PROPERTY RIGHTS GRANTED.** Each Party retains ownership of its Confidential Information. No Party acquires or assigns any intellectual property rights under this Agreement. Except as use contemplated by this Agreement, no licenses are granted or implied.

**7. DISPUTE RESOLUTION.** This Agreement is governed by the laws of the State of California, excluding its conflict-of-laws principles. The exclusive venue for any dispute relating to this Agreement shall be the state and federal courts in San Francisco, California. Each Party irrevocably waives any jury trial right. Each Party shall be entitled to any available remedies at law or in equity, in the event of breach of this Agreement, and the non-breaching Party may suffer irreparable harm due to breach.

**8. MISCELLANEOUS.** This Agreement does not create any agency or partnership relationship. This Agreement is not assignable or transferable without the prior written consent of the other Party. This Agreement is the Parties' entire agreement, superseding any prior or contemporaneous agreements or oral statements. Any amendments must be in writing and signed by both Parties. If any provision of this Agreement is found to be unenforceable, such provision shall be severed and this Agreement construed as if such provision had never been part of this Agreement. Notices shall be given to the addresses below, as updated from time to time by either Party. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute this Agreement.

[signature page follows]

The Parties have executed this Agreement as of the date written below.

**EFFECTIVE DATE:** 07-27-2019

<b>COUNTERPARTY NAME:</b> <b>City of Wheatland</b> for a corporate entity please also list the state or country of incorporation below:		<b>GCL System Integration Technology LLC</b>  a Delaware limited liability company	
<b>Signature:</b>		<b>Signature:</b>	
<b>Printed Name:</b>		<b>Printed Name:</b>	
<b>Title:</b>		<b>Title:</b>	
<b>Notice Address:</b>	208 Fourth Street , 111 C Street  Wheatland, CA 95692	<b>Notice Address:</b>	GCL System Integration Technology LLC  Attn: Legal Department 12667 Alcosta Blvd. Suite 400 San Ramon, CA 94583
<b>Notice E-mail:</b>	don@wheatland.ca.gov	<b>Notice E-mail:</b>	legal@gclsiamericas.com