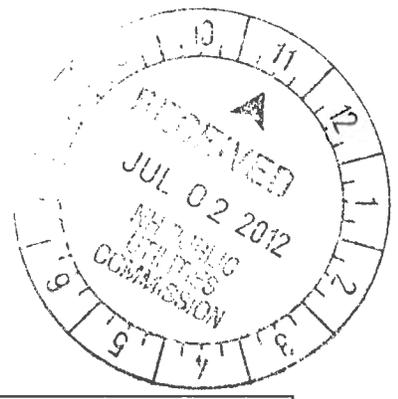


DE12-177

STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
SAMPLE APPLICATION FORM



FOR RENEWABLE ENERGY SOURCE ELIGIBILITY
Pursuant to New Hampshire Admin. Code Puc 2500 Rules

NOTE: When completing this application electronically, using the "tab" key after completing each answer will move the cursor to the next blank to be filled in. If a question is not applicable to your facility, then check the box next to N/A.

Pursuant to Puc 202, the signed application shall be filed with the Executive Director and Secretary of the New Hampshire Public Utilities Commission (Commission). To ensure that your submitted application is complete, please read RSA 362-F and N.H. Code Admin. Rules Puc 2500 before filling out this application. It is the burden of the applicant to provide timely, accurate and complete information as part of the application process. Any failure by the applicant to provide information in a timely manner may result in the Commission dismissing this application without prejudice.

1. ELIGIBILITY CLASS APPLIED FOR: I II III IV

2. Applicant's legal name: Toray Plastics (America), Inc.

3. Address: (1) c/o Steve Kerr
(2) 50 Belver Avenue
(3) _____

North Kingstown RI 02852
(City) (State) (Zip code)

4. Telephone number: (401) 294-1550 , x-4225

5. Facsimile number: (401) 295-9346

6. Email address: steve.kerr@toraytpa.com

7. Facility name: Toray Solar #1

8. Facility location: (1) 50 Belver Avenue

DISTRIBUTED

- (b) provide documentation that eighty percent of its tax basis in the resulting plant and equipment of the eligible generation capacity, including the NHDES permitting requirements for new plants, but exclusive of any tax basis in real property and intangible assets, is derived from the new capital investments.
 - (c) N/A: Class I certification is NOT being sought for repowered Class III or Class IV sources.
17. If Class I certification is sought for formerly nonrenewable energy electric generation facilities, the applicant shall:
- (a) demonstrate that it has made new capital investments for the purpose of repowering with eligible biomass technologies or methane gas and complies with the certification requirements of Puc 2505.04, if using biomass fuels, and
 - (b) provide documentation that eighty percent of its tax basis in the resulting generation unit, including NHDES permitting requirements for new plants, but exclusive of any tax basis in real property and intangible assets, is derived from the new capital investments.
 - (c) N/A: Class I certification is NOT being sought for formerly nonrenewable energy electric generation facilities.
18. If Class IV certification is sought for an existing small hydroelectric facility, the applicant shall submit proof that:
- (a) it has installed upstream and downstream diadromous fish passages that have been required and approved under the terms of its license or exemption from the Federal Energy Regulatory Commission, and
 - (b) when required, has documented applicable state water quality certification pursuant to section 401 of the Clean Water Act for hydroelectric projects.
 - (c) N/A: Class IV certification is NOT being sought for existing small hydroelectric facilities.
19. If the source is located in a control area adjacent to the New England control area, the applicant shall submit proof that the energy is delivered within the New England control area and such delivery is verified using the documentation required in Puc 2504.01(a)(2) a. to e.
20. All other necessary regulatory approvals, including any reviews, approvals or permits required by the NHDES or the environmental protection agency in the facility's state.
21. Proof that the applicant either has an approved interconnection study on file with the commission, is a party to a currently effective interconnection agreement, or is otherwise not required to undertake an interconnection study.
22. A description of how the generation facility is connected to the regional power pool of the local electric distribution utility.
23. A statement as to whether the facility has been certified under another non-federal jurisdiction's renewable portfolio standard and proof thereof.
24. A statement as to whether the facility's output has been verified by ISO-New England.

- 25. A description of how the facility's output is reported to the GIS if not verified by ISO-New England.
- 26. An affidavit by the owner attesting to the accuracy of the contents of the application.
- 27. Such other information as the applicant wishes to provide to assist in classification of the generating facility.

28. This application and all future correspondence should be sent to:

Ms. Debra A. Howland
 Executive Director and Secretary
 State of New Hampshire
 Public Utilities Commission
 21 S. Fruit St, Suite 10
 Concord, NH 03301-2429

29. Preparer's information:

Name: William P. Short III

Title: Consultant

Address: (1) P.O. Box 237173

(2) _____

(3) _____

New York (City) NY (State) 10023-7173 (Zip code)

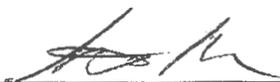
30. Preparer's signature:

William P. Short III

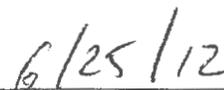
AFFIDAVIT

I hereby certify, under pains and penalties of perjury, that I have personally examined and am familiar with the information submitted herein and based upon my inquiry of those individuals responsible for obtaining the information. I believe that the information is true, accurate and complete. I am aware that there are significant penalties, both civil and criminal, for submitting false information, including both fines and punishment. My signature below certifies all information submitted on this application form.

Signature of Authorized Representative:



Steve Kerr, Mechanical Engineer



Date

Attachment A

- I. The name and address of Contacts for the Applicant, Toray Plastics (America), Inc. (“Toray”) -

Primary Contact:

Toray Plastics (America), Inc.
c/o William P. Short III
Consultant
P.O. Box 237173
New York, New York 10023-7173
Tel: (917) 206-0001
Fax: (917) 206-0001
Cell: (201) 870-3707
w.shortiii@verizon.net

Secondary Contact:

Toray Plastics (America), Inc.
c/o Steve Kerr
Mechanical Engineer
Toray Plastics (America), Inc.
50 Belver Avenue
North Kingstown, Rhode Island 02852
Tel: (401) 294-1550, x-4225
Fax: (401) 295-9346
steve.kerr@toraytpa.com

- II. The ISO New England Inc. asset identification number –

All of Toray’s electrical output is consumed by Toray and that production is verified by William P. Short III. Mr. Short reports that production under account non-#33408 and enters that production directly into the NEPOOL GIS.

- III. Description of the Facility, including fuel type, gross nameplate capacity and the initial commercial operation date –

Toray owns an operating 445.5 (gross), 405 (net) KW solar PV generator located in North Kingstown, Rhode Island on Belver Avenue. The Facility generates electrical energy using solar energy. The electrical energy is used by Toray in its business operations. The Facility is indirectly interconnected into Narragansett Electric Company’s distribution line located along Belver Avenue. The Facility commenced operations on or about August 22, 2011.

Specifically, the solar photovoltaic system consists of 2 fields, south and west, with a total DC wattage of 445.5 KW. The solar photovoltaic panels will be mounted on single axis, ground mounted, trackers that track the sun from the east to the west throughout the day. The south field will contain seventy-one single axis tracking systems and 1,562 solar photovoltaic panels rated at 421.74 KW (DC). The south field PV tracking systems are connected to a high performance 375 KW inverter to provide power to the Toray Fan building. The west field will contain four single axis tracking systems and 88 solar photovoltaic panels rated at 23.760 KW (DC). The west field PV tracking systems are connected to a high performance 30 KW inverter to provide power to Main Office Building. The inverters provide DC to AC conversion with efficiency greater than 97%. The output voltage provided to the buildings are 480 VAC 3 Phase.

Additional technical details of the Facility may be found in Attachment 1 to the Facility's Interconnection Agreement.

IV. Copy of regulatory approvals required by local, state and federal authorities –

Attached, as Attachment B, is a copy of the Facility's regulatory approvals required by local, state and federal authorities.

V. Copy the Facility's Interconnection Agreement –

Attached, as Attachment C, is a copy of the Facility's interconnection agreement with Narragansett Electric Company.

VI. Description of the Facility's Interconnection with ISO New England –

The Facility is interconnected to Narragansett Electric Company's local distribution system that runs along Belver Street in North Kingstown, Massachusetts. The initial interconnection from the Facility is an electrical feed to Toray's factory located at the same site. The Facility is initially interconnected to the factory's 480 volt bus. Given that the round o'clock load of Toray's operations easily exceeds the maximum generation of the Facility, none of the Facility's power is exported. Nonetheless, the Facility, in theory, could export any power that is not consumed by the factory's load. That power would be eventually stepped up to 34.5 KV and delivered to Narragansett Electric Company's distribution line that runs along Belver Avenue in North Kingstown, Rhode Island.

Additional technical details of the Facility's Interconnection may be found in Attachment 1 to the Facility's Interconnection Agreement.

VII. Other state renewable portfolio standard certification –

Toray has received from the Massachusetts Department of Energy Resources certification of the Facility as a Class I Renewable Generation Unit and from the Rhode Island Public Utilities Commission certification of the Facility as New Renewable Energy resource. Copies of those certifications are attached as Attachment D to this filing.

VIII. Verification of the Facility's output by the ISO New England –

Since none of the Facility's electrical output is sold to Narragansett Electric Company, none of its production is reported to ISO New England, Inc.

IX. Verification of the Facility's output not reported by ISO-New England –

The Facility's electrical output that is consumed by Toray is verified by William P. Short III and is reported by him under account non-33408 and entered directly by him into the NEPOOL GIS. Mr. Short has been certified as an Independent Monitor by the New Hampshire Public Utilities Commission and as a Third-Party Meter Reader by the Rhode Island Public Utilities Commission.

X. Other information on the Applicant or the Facility –

Information on Toray may be found at www.toraytpa.com.

Attachment B

Copy of

Regulatory Approvals

Required by

Local, State and Federal Authorities

For

Toray Plastics (America), Inc.'s Solar #1



LETTER OF COMPLETION

Project Number 11-006.002-23
Site Address 50 Belver Avenue
North Kingstown

Owner Toray Plastics America Inc.
50 Belver Avenue
North Kingstown RI

Scope of Project

The work authorized by the following permits has been completed
in accordance with the approved construction documents

PERMIT B-3267	Building Inspector <u>Alonso D'Almeida</u> Signature	<u>9-19-11</u> Date:
PERMIT E-5397 E-5406 E-5459	Electrical Inspector <u>[Signature]</u> Signature	<u>9-23-11</u> Date:
PERMIT	Mechanical Inspector <u>N/A</u> Signature	<u>N/A</u> Date:
PERMIT	Plumbing Inspector <u>N/A</u> Signature	<u>N/A</u> Date:
	State Fire Marshal <u>N/A</u> Signature	<u>N/A</u> Date:
	Fire Alarm Superintendant <u>N/A</u> Signature	<u>N/A</u> Date:
	Building Commissioner <u>[Signature]</u>	<u>9/27/11</u> Date:

BUILDING PERMIT

FEE PAID	\$ 2,050.00
RECD BY	wd
ISSUED	6/13/2011
PERMIT #	B-3267

THIS IS TO CERTIFY THAT RI CONTRACTOR	NAME	East Coast landsaping & Construction Inc.		REGISTRATION / LICENSE NO.	
	ADDRESS	202 Chase Road		CRB	8333
	CITY/TOWN	Portsmouth	STATE: RI	DLT	

OWNER / AGENCY	NAME	Toray Plastics America Inc.		
	ADDRESS	50 Belver Avenue		
	CITY/TOWN	North Kingstown	STATE: RI	
SITE LOCATION:	ADDRESS	50 Belver Avenue		
	CITY/TOWN	North Kingstown	STATE: RI	

HAS PERMITTED THE FOLLOWING SCOPE OF WORK	Solar Field Foundation and Layout
---	--

RISBC PROJECT NUMBER	11-006.002-23	BUILDING CLASSIFICATION	2B
PROJECT CERTIFICATION	SPECIAL INSPECTION	USE / OCCUPANCY	U - Utility

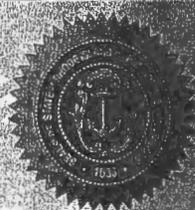

 BUILDING COMMISSIONER

DATE: **6/14/11**

ELECTRICAL PERMIT

FEE PAID	\$ 150.00
RECD BY	DB
ISSUED	6/28/2011
PERMIT #	E-5406

THIS IS TO CERTIFY THAT RI CONTRACTOR	NAME	Arden Engineering	REGISTRATION LICENSE NO.
	ADDRESS	505 Narragansett Park Dr.	CRB
	CITY/TOWN	Pawtucket	DLT A-006439
	STATE:	RI	

OWNER / AGENCY	NAME	Toray Plastics America Inc.		
	ADDRESS	50 Belver Avenue		
	CITY/TOWN	North Kingstown	STATE:	
SITE LOCATION:	ADDRESS	50 Belver Avenue		
	CITY/TOWN	North Kingstown	STATE:	

HAS PERMITTED THE FOLLOWING SCOPE OF WORK	<p align="center">Install feeders and disconnects for new Solar Array, connection points to buildings distribution system 1 @ 600A 480V and 1 @ 60A 480V.</p>
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RISBC PROJECT NUMBER	11-006.002-23	BUILDING CLASSIFICATION	2B
PROJECT CERTIFICATION	SPECIAL INSPECTION	USE / OCCUPANCY	U - Utility


 BUILDING COMMISSIONER

6/28/11
 DATE

ELECTRICAL PERMIT APPLICATION

CA BC-5

CITY _____ NUMERICAL CODE 11-006-002-23 PERMIT NO. E-5406
ISSUANCE DATE _____ CENSUS TRACT _____ FEE RECEIVED \$ 150.00 BY DP

STREET LOCATION 100 Belver Ave North Kingstown RI POLE NO. or UNDERGROUND NO. _____

2. PLAT/MAP _____ 3. LOT/BLOCK _____ 4. FILE/PARCEL _____ 5. FLOOR LOCATION 1st

6. USE OF STRUCTURE: PREVIOUS FACTORY PROPOSED SAME

7. Temporary New Installation _____ Change of Service _____ Starting Date 6-13-11

8. OWNER TORAY PLASTICS America ADDRESS 100 Belver Ave North Kingstown TEL NO. 294-4511

9. ELECTRICAL CONTRACTOR ARDENEng ADDRESS 505 Narragansett PARK Dr PAWUCKET RI TEL NO. 727 3500

10. ARCH. OR ENG. IN Charge TORAY ADDRESS 100 Belver Ave. N. Kingstown TEL NO. 294-4511

11. STAMPED PRINTS (Circle one) YES NO _____ 12. RHODE ISLAND REG. NO. _____ 13. ELECTRICIAN'S LIC NO. A-003439

14. DESCRIPTION OF WORK TO BE PERFORMED INSTALL Feeders and Disconnects for new SOLAR ARRAYS
Connection Points to buildings Distribution System 1 @ 600A 480V 3Ø
1 @ 60A 480V 3Ø

15. Service entrance voltage 4160v Amperage _____ Phase 3 No. of Meters 1

16. Wire size (cu. or al) _____ Conductor Per Phase _____

17. Estimated load: Electrical Heat _____ k.w. Lights _____ k.w. Range _____ Dryer _____ Motors, H.P., Phase _____

18. ESTIMATED COST OF COMPLETED INSTALLATION: \$30,000.00

MUNICIPAL ELECTRICAL PERMIT FEE:	= \$ _____
CE & ADA FEE: _____ x .001	= \$ _____
COST OF INSTALLATION x .001	= \$ _____
(1 & 2 FAMILY DWELLINGS LIMITED TO CE & ADA FEE OF \$50.00)	
TOTAL PERMIT FEE	= \$ <u>150.-</u>

I hereby certify that I have the authority to make the foregoing application, that the application is correct and that the owner of this building and the undersigned agree to conform to all applicable codes and ordinances of the state and this jurisdiction. *Email Spetti @ ARDEN ENG. Co*

ELECTRICAL CONTRACTOR'S SIGNATURE *Stephen Petti*

DO NOT WRITE BELOW THIS LINE ELECTRICAL WIRING PERMIT

Inspections	Date	PERMIT GRANTED
Temporary Service		
Roughing In		
Service & Meter	<u>11/17/2011</u>	DATE <u>6/29/11</u>
Off Peak Meter		
Final Approval <u><i>DP</i></u>	<u>9-7-11</u>	BY <u><i>DP</i></u> ELECTRICAL INSPECTOR
Disapproved*		

CERTIFICATE OF INSPECTION

DATE _____

To the Electric Utility Company: The installation described above has been completed and has been inspected and approval is granted for connection to your service.

ELECTRICAL INSPECTOR

To prevent you from having to come to our office to apply for your permit, you can:

Go to our web site www.ribcc.ri.gov on the left side click on *Forms and Documents* at the top is the fee schedule and below that is your applicable permit applications you can print.

Fill out your permit application (legibly please) scan along with applicable letters of approval from other agencies (fire marshal, DEM, CRMC, etc.), licenses, and Contractor Registration as required and email it to robert.raimbeault@doa.ri.gov
Put your check in the mail by the time your check arrives we will hopefully have a chance to process your permit.

Otherwise you certainly can come down to our offices and apply over the counter as always.

Dept. of Admin.
Building Code Commission
One Capitol Hill
Providence, RI 02908-5859

Attention: Bob Raimbeault

Attachment C

Interconnection Service Agreement

Between

Narragansett Electric Company

And

Toray Plastics (America), Inc.'s Solar #1

Dated

August 11, 2011

The Narragansett Electric Company
Standards for Connecting Distributed Generation

Exhibit F – Interconnection Service Agreement

1. Parties. This Interconnection Service Agreement (“Agreement”), dated as of 01/27/2011 (“Effective Date”) is for application “RI-199” and entered into, by and between Narragansett Electric Company d/b/a National Grid, a Rhode Island Corporation with a principal place of business at 280 Melrose St, Providence, RI 02907 (hereinafter referred to as the “Company”), and Toray Plastics (America), Inc a(n) Subsidiary of Toray Industries, Inc with a principal place of business at 50 Belver Ave, North Kingstown, RI 02852 (“Interconnecting Customer”). (The Company and Interconnecting Customer are collectively referred to as the “Parties”). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff which is hereby incorporated by reference.

2. Basic Understandings. This Agreement provides for parallel operation of an Interconnecting Customer’s Facility with the Company EPS to be installed and operated by the Interconnecting Customer at Toray Plastics (America), Inc, 50 Belver Ave, North Kingstown, RI 02852 with account number 61388-14500. A description of the Facility is located in Attachment 2. If the Interconnecting Customer is not the Customer, an Agreement between the Company and the Company’s Retail Customer, attached as Exhibit G to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement.

The Interconnecting Customer has the right to operate its Facility in parallel with the Company EPS immediately upon successful completion of the protective relays testing as witnessed by the Company and receipt of written notice from the Company that interconnection with the Company EPS is authorized (“Authorization Date”).

3. Term. This Agreement shall become effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4 of this Agreement.

4. Termination.

4.1 This Agreement may be terminated under the following conditions.

4.1.1 The Parties agree in writing to terminate the Agreement.

4.1.2 The Interconnecting Customer may terminate this agreement at any time by providing sixty (60) days written notice to Company.

4.1.3 The Company may terminate this Agreement upon the occurrence of an Event of Default by the Interconnecting Customer as provided in Section 18 of this Agreement.

4.1.4 The Company may terminate this Agreement if the Interconnecting Customer either: (1) fails to energize the Facility within 12 months of the Authorization Date; or, (2) permanently abandons the Facility. Failure to operate the Facility for any consecutive 12 month period after the Authorization Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.

4.1.5 The Company, upon 30 days notice, may terminate this Agreement if there are any changes in Commission regulations or state law that have a material adverse effect on the Company’s ability to perform its obligations under the terms of this Agreement.

4.2 Survival of Obligations. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. Sections 5, 10, 12, 13, and 25 as it relates to disputes pending or for wrongful termination of this Agreement shall survive the termination of this Agreement.

4.3 Related Agreements. Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. General Payment Terms. The Interconnecting Customer shall be responsible for the System Modification costs and payment terms identified in Attachment 4 of this Agreement and any approved cost increases pursuant

The Narragansett Electric Company
Standards for Connecting Distributed Generation

to the terms of the Interconnection Tariff. If the system modifications exceed \$25,000, Attachment 4 will include a payment and construction schedule for both parties.

- 5.1 Cost or Fee Adjustment Procedures.** The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. All costs that exceed the 10% increase cap will be borne solely by the Company. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) days of the Company's notice of increase, authorize such increase and make payment in the amount up to the 10% increase cap, or the Company will suspend the work and the corresponding agreement will terminate.
- 5.2 Final Accounting.** Upon request by the Interconnecting Customer, the Company within ninety (90) business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under the Interconnection Service Agreement for the actual cost of such System Modifications, and (b) Interconnecting Customer's previous aggregate payments to the Company for such System Modifications. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within 45 days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty five (45) days of the provision of such final accounting report.

6. Operating Requirements

- 6.1 General Operating Requirements.** Interconnecting Customer shall operate and maintain the Facility in accordance with the applicable manufacturer's recommended maintenance schedule, in compliance with all aspects of the Company's Interconnection Tariff. The Interconnecting Customer will continue to comply with all applicable laws and requirements after interconnection has occurred. In the event the Company has reason to believe that the Interconnecting Customer's installation may be the source of problems on the Company EPS, the Company has the right to install monitoring equipment at a mutually agreed upon location to determine the source of the problems. If the Facility is determined to be the source of the problems, the Company may require disconnection as outlined in Section 7.0 of the Interconnection Tariff. The cost of this testing will be borne by the Company unless the Company demonstrates that the problem or problems are caused by the Facility or if the test was performed at the request of the Interconnecting Customer.
- 6.2 No Adverse Effects; Non-interference.** Company shall notify Interconnecting Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to other Customers served from the same Company EPS or if operation of the Facility could cause damage to Company EPS or Affected Systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE Standard 1547-2003, as well as voltage fluctuations caused by large step changes in loading at the Facility. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other Party with advance notice of such conditions.

The Company will operate the EPS in such a manner so as to not unreasonably interfere with the operation of the Facility. The Interconnecting Customer will protect itself from normal disturbances propagating through the Company EPS, and such normal disturbances shall not constitute unreasonable interference unless the Company has deviated from Good Utility Practice. Examples of such disturbances could be, but are not limited to, single-phasing events, voltage sags from remote faults on the Company EPS, and outages on the Company EPS. If the Interconnecting Customer demonstrates that the Company EPS is adversely

The Narragansett Electric Company
Standards for Connecting Distributed Generation

affecting the operation of the Facility and if the adverse effect is a result of a Company deviation from Good Utility Practice, the Company shall take appropriate action to eliminate the adverse effect.

- 6.3 Safe Operations and Maintenance.** Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facility or facilities that it now or hereafter may own unless otherwise specified in this Agreement. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on their respective side of the PCC. The Company and the Interconnecting Customer shall each provide equipment on its respective side of the PCC that adequately protects the Company's EPS, personnel, and other persons from damage and injury.
- 6.4 Access.** The Company shall have access to the disconnect switch of the Facility at all times.
- 6.4.1 Company and Interconnecting Customer Representatives.** Each Party shall provide and update as necessary the telephone number that can be used at all times to allow either Party to report an emergency.
- 6.4.2 Company Right to Access Company-Owned Facilities and Equipment.** If necessary for the purposes of the Interconnection Tariff and in the manner it describes, the Interconnecting Customer shall allow the Company access to the Company's equipment and the Company's facilities located on the Interconnecting Customer's or Customer's premises. To the extent that the Interconnecting Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Interconnecting Customer under the Interconnection Tariff, the Interconnecting Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.
- 6.4.3 Right to Review Information.** The Company shall have the right to review and obtain copies of Interconnecting Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnecting Customer's Facility or its interconnection with the Company EPS. This information will be treated as customer-confidential and only used for the purposes of meeting the requirements of Section 4.2.4 in the Interconnection Tariff.

7. Disconnection

7.1 Temporary Disconnection

- 7.1.1 Emergency Conditions.** Company shall have the right to immediately and temporarily disconnect the Facility without prior notification in cases where, in the reasonable judgment of Company, continuance of such service to Interconnecting Customer is imminently likely to (i) endanger persons or damage property or (ii) cause a material adverse effect on the integrity or security of, or damage to, Company EPS or to the electric systems of others to which the Company EPS is directly connected. Company shall notify Interconnecting Customer promptly of the emergency condition. Interconnecting Customer shall notify Company promptly when it becomes aware of an emergency condition that affects the Facility that may reasonably be expected to affect the Company EPS. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.
- 7.1.2 Routine Maintenance, Construction and Repair.** Company shall have the right to disconnect the Facility from the Company EPS when necessary for routine maintenance, construction and repairs on the Company EPS. The Company shall provide the Interconnecting Customer with a minimum of seven calendar days planned outage notification consistent with the Company's planned outage notification protocols. If the Interconnecting Customer requests disconnection by the Company at the PCC, the Interconnecting Customer will provide a minimum of seven days notice to the Company. Any additional notification requirements will be specified by mutual agreement in the Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.

The Narragansett Electric Company
Standards for Connecting Distributed Generation

- 7.1.3 Forced Outages.** During any forced outage, Company shall have the right to suspend interconnection service to effect immediate repairs on the Company EPS; provided, however, Company shall use reasonable efforts to provide the Interconnecting Customer with prior notice. Where circumstances do not permit such prior notice to Interconnecting Customer, Company may interrupt Interconnection Service and disconnect the Facility from the Company EPS without such notice.
- 7.1.4 Non-Emergency Adverse Operating Effects.** The Company may disconnect the Facility if the Facility is having an adverse operating effect on the Company EPS or other customers that is not an emergency, and the Interconnecting Customer fails to correct such adverse operating effect after written notice has been provided and a maximum of 45 days to correct such adverse operating effect has elapsed.
- 7.1.5 Modification of the Facility.** Company shall notify Interconnecting Customer if there is evidence of a material modification to the Facility and shall have the right to immediately suspend interconnection service in cases where such material modification has been implemented without prior written authorization from the Company.
- 7.1.6 Re-connection.** Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. The Interconnecting Customer and the Company shall cooperate with each other to restore the Facility and the Company EPS, respectively, to their normal operating state as soon as reasonably practicable following the cessation or remedy of the event that led to the temporary disconnection.
- 7.2 Permanent Disconnection.**
- 7.3 The Customer.** The Interconnecting Customer has the right to permanently disconnect at any time with 30 days written notice to the Company.
- 7.4 The Company.** The Company may permanently disconnect the Facility upon termination of the Interconnection Service Agreement in accordance with the terms thereof.
- 8. Metering.** Metering of the output from the Facility shall be conducted pursuant to the terms of the Interconnection Tariff.
- 9. Assignment.** Except as provided herein, Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Interconnecting Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Interconnecting Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.
- 10. Confidentiality.** Company shall maintain confidentiality of all Interconnecting Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved by the Interconnecting Customer in the Simplified or Expedited/Standard Application form or otherwise.
- 11. Insurance Requirements.**
- 11.1 General Liability.**
- 11.1.(a) In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:

The Narragansett Electric Company
Standards for Connecting Distributed Generation

- i. Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than five (5) MW.
 - ii. Two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to five (5) MW;
 - iii. One million dollars (\$1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW;
 - iv. Five hundred thousand dollars (\$500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) kW and less than or equal to one hundred (100) kW, except for eligible net metered customers which are exempt from insurance requirements.
- 11.1.(b) No insurance is required for a Facility with a Gross Nameplate Rating less than or equal to 50 kW that is eligible for net metering. However, the Company recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.
- 11.1.(c) Any combination of General Liability and Umbrella/Excess Liability policy limits can be used to satisfy the limit requirements stated above.
- 11.1.(d) The general liability insurance required to be purchased in this Section may be purchased for the direct benefit of the Company and shall respond to third party claims asserted against the Company (hereinafter known as "Owners Protective Liability"). Should this option be chosen, the requirement of Section 11.2(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of the Company and the Company will be designated as the primary and "Named Insured" under the policy.
- 11.1.(e) The insurance hereunder is intended to provide coverage for the Company solely with respect to claims made by third parties against the Company.
- 11.1.(f) In the event the State of Rhode Island and the Providence Plantations, or any other governmental subdivision thereof subject to the claims limits of R.I.G.L. Chapter 9-31 (hereinafter referred to as the "Governmental Entity") is the Interconnecting Customer, any insurance maintained by the Governmental Entity shall contain an endorsement that strictly prohibits the applicable insurance company from interposing the claims limits of R.I.G.L. Chapter 9-31 as a defense in either the adjustment of any claim, or in the defense of any lawsuit directly asserted against the insurer by the Company. Nothing herein is intended to constitute a waiver or indication of an intent to waive the protections of R.I.G.L. Chapter 9-31 by the Governmental Entity.
- 11.2 Insurer Requirements and Endorsements.** All required insurance shall be carried by reputable insurers qualified to underwrite insurance in RI having a Best Rating of "A-". In addition, all insurance shall, (a) include Company as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Company shall not incur liability to the insurance carrier for payment of premium for such insurance; and (c) provide for thirty (30) calendar days' written notice to Company prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnecting Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnecting Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Company as required above.
- 11.3 Evidence of Insurance.** Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer.

The Narragansett Electric Company
Standards for Connecting Distributed Generation

The Interconnecting Customer is responsible for providing the Company with evidence of insurance in compliance with the Interconnection Tariff on an annual basis.

Prior to the Company commencing work on System Modifications and annually thereafter, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Customer will maintain extended reporting coverage for three years on all policies written on a "claims-made" basis.

In the event that an Owners Protective Liability policy is provided, the original policy shall be provided to the Company.

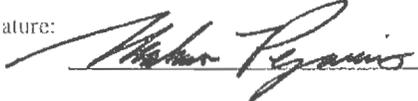
- 11.4 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

National Grid
Attn: Risk Management
300 Erie Blvd West
Syracuse, NY 13202

12. **Indemnification.** Except as precluded by the laws of the State of Rhode Island and the Providence Plantations, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking indemnification.
13. **Limitation of Liability.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage or liability actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
14. **Amendments and Modifications.** No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.
15. **Permits and Approvals.** Interconnecting Customer shall obtain all environmental and other permits lawfully required by governmental authorities for the construction and operation of the Facility. Prior to the construction of System Modifications the interconnecting customer will notify the Company that it has initiated the permitting process. Prior to the commercial operation of the Facility the Customer will notify the Company that it has obtained all permits necessary. Upon request the Interconnecting Customer shall provide copies of one or more of the necessary permits to the Company.
16. **Force Majeure.** For purposes of this Agreement, "Force Majeure Event" means any event:
- that is beyond the reasonable control of the affected Party; and
 - that the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate

The Narragansett Electric Company
Standards for Connecting Distributed Generation

- b. Recover damages from the defaulting Party except as limited by this Agreement;
 - c. By written notice to the defaulting Party terminate this Agreement;
 - d. Pursue any other remedies it may have under this Agreement or under applicable law or in equity.
19. **Entire Agreement.** This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Tariff. Together the Agreement and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff.
20. **Supercedence.** In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control. In the event that the Company files a revised tariff related to interconnection for Department approval after the effective date of this Agreement, the Company shall, not later than the date of such filing, notify the signatories of this Agreement and provide them a copy of said filing.
21. **Governing Law.** This Agreement shall be interpreted, governed, and construed under the laws of the Commonwealth of Massachusetts without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
22. **Non-waiver.** None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
23. **Counterparts.** This Agreement may be signed in counterparts.
24. **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto. Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to this Agreement.
25. **Dispute Resolution.** Unless otherwise agreed by the Parties, all disputes arising under this Agreement shall be resolved pursuant to the Dispute Resolution Process set forth in the Interconnection Tariff.
26. **Severability.** If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section, shall not affect any of the remaining provisions herein.
27. **Signatures.** IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed under seal by their duly authorized representatives.

Toray Plastics (America), Inc
 Name: Nicholas Pezaris
 Title: Sr. Electrical Engineer
 Date: 1/27/2011
 Signature: 

Narragansett Electric Company d/b/a National Grid
 Name: Alex Kuriakose
 Title: Sr. Engineer
 Date: 07/22/2011
 Signature: 

STANDARDS FOR INTERCONNECTING DISTRIBUTED GENERATION

The following attachments would be developed and included as appropriate for each specific Interconnection Service Agreement:

Attachment 1: Description of Facilities, including demarcation of Point of Common Coupling

Description of National Grid's EPS:

Toray Plastics is served by the Davisville 84T4, 34.5 kV feeder. This customer is primary metered at 34.5 kV and is connected through two (2) - National Grid owned 7,500 kVA station class transformers and receives 4,160 volt three-phase, 4-wire service. The peak load of the 84T4 circuit is 17.4 MW in the past year.

Description of the customer electrical system:

The three-phase 405 kW PV system consists of one (1)-375 kW, 480 volt SatCon PowerGate Plus 375 inverter, one (1) - 30 kW, 480 volt SatCon PowerGate Plus 30 inverter, (1,650)-270 W OPTIL International OSI-270-72M PV modules, and associated equipment.

The point of common coupling (PCC) is the load side of the primary meter. This system will not export power beyond the PCC onto National Grid's Electric Power System (EPS) given the 3 year recorded history.

Attachment 2: Description of System Modifications

A weather proof placard or directory shall be installed at the revenue meter with a warning about the generator installed. Since the (external) utility disconnect switches are not adjacent to the meter, a weather proof placard shall be provided at the meter locating the switches. All plaques as described in NEC 705.10 , 705.12 (7), 690.56, 692.4 and 705.70 shall be installed when applicable.

Attachment 3: Costs of System Modifications and Payment Terms

No system modification costs.

Attachment 4: Special Operating Requirements, if any

The customer is required to install revenue grade production meters at the output of each inverter system. As of now, National Grid will not require that these inverter systems be added to the back-up service rate, as outlined in RIPUC No. 2025, but in the future this might change, and the customer is required to have the proper metering installed to take this change into account.

The required utility disconnect switch located outside, shall be accessible to Company personnel at all times and shall be capable of being opened for isolation if switching is required. The switch shall be gang operated, have a visible break when open, be rated to interrupt the maximum generator output and be capable of being locked open, tagged and grounded on the Company side by Company personnel. The visible break requirement can be met by opening the enclosure to observe the contact separation. The Company shall have the right to open this disconnect switch in accordance with the Interconnection Tariff. The switch has to be installed at the DR output on the current carrying lines. Shunt mechanisms are not permitted.

Attachment 5: Agreement between the Company and the Company's Retail Customer

If the retail customer is not the owner and/or operator of the distributed generation facility include Exhibit G of the Interconnection Tariff signed by the Company's retail customer where DG installation and interconnection will be placed.

Attachment D

Copy of New England States'

RPS Certification

Of

Toray Plastics (America), Inc.'s Solar #1

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

IN RE: APPLICATION FOR STANDARD CERTIFICATION DOCKET NO. 4285
AS ELIGIBLE RENEWABLE ENERGY RESOURCE FILED BY TORAY
PLASTICS (AMERICA), INC – TORAY SOLAR #1, NEW GENERATION

ORDER

WHEREAS, Effective January 1, 2006, the Rhode Island Public Utilities Commission ("Commission") adopted Rules and Regulations Governing the Implementation of a Renewable Energy Standard (RES Regulations) including requirements for applicants seeking certification as an Eligible Renewable Energy Resource under the RES Regulations¹ pursuant to the Renewable Energy Act, Section 39-26-1 et. seq. of the General Laws of Rhode Island; and

WHEREAS, On September 21, 2011, Toray Plastics (America), Inc. ("Company"), Authorized Representative: William P. Short III, Consultant, P.O. Box 237173, New York, NY 10023-7173 Phone: (917) 206-0001, Fax: (917) 206-0001, (Email: w.shortiii@verizon.net) filed with the Commission an application seeking certification for Toray Solar #1 Generation Unit, a 0.405 MW customer-sited solar Generation Unit located in North Kingstown, RI, as an eligible New Renewable Energy Resource under the State of Rhode Island RES Regulations; and

WHEREAS, Pursuant to Section 6.0 and other relevant Sections of the RES Regulations, a thirty (30) day period for public comment was provided during which time, no such comments were received, and

¹ State of Rhode Island and Providence Plantations Public Utilities Commission Rules and Regulations Governing the Implementation of a Renewable Energy Standard -- Date of Public Notice: September 23, 2005, Date of Public Hearing: October 12, 2005, Effective Date: January 1, 2006.

WHEREAS, on October 28, 2011, supplemental and clarifying information was provided to Commission Staff and their application review consultant documenting that the Toray Solar #1 Generation Unit first entered commercial operation after December 31, 1997, and

WHEREAS, After examination, the Commission is of the opinion that the application, including said supplemental information is proper, reasonable and in compliance with the RES Regulations, and hereby grants the Company certification as an eligible renewable energy resource pursuant to the Renewable Energy Act, Section 39-26-1 et. seq. of the General Laws of Rhode Island; and

WHEREAS, The Commission's determination in this docket is based on the information submitted by the Company, and the Commission may reverse its ruling or revoke the Applicant's certification if any material information provided by the Applicant proves to be false or misleading.

Accordingly, it is

(20554) ORDERED:

1) That Toray Solar #1 Generation Unit, meets the requirements for eligibility as a New Renewable Energy Resource with its 0.405 MW, Customer-Sited, Generation Unit having a Commercial Operation Date of August 22, 2011 and located within the NEPOOL Control Area, in North Kingstown, RI.

2) That the Generation Unit's GIS Identification Number is #NON33408.

3) That the Company's Generation Unit as identified above is hereby assigned unique certification number RI-4285-N11.

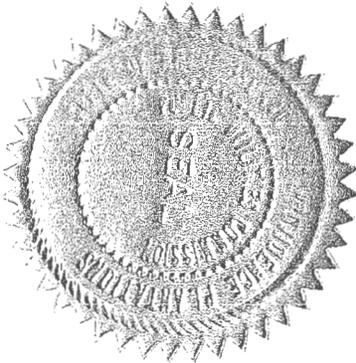
4) That, although the Commission will rely upon the NEPOOL GIS for

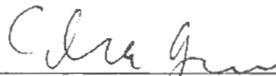
verification of production of energy from the Company's Generation Unit certified as eligible in this Order, the Company will provide information and access as necessary to the Commission, or persons acting at its behest, to conduct audits or site visits to assist in verification of continued eligibility for and compliance with RI RES Certification at any time at the Commission's discretion.

5) That the Company shall notify the Commission in the event of a change in the facility's eligibility status.

DATED AND EFFECTIVE AT WARWICK, RHODE ISLAND ON
NOVEMBER 29, 2011, PURSUANT TO AN OPEN MEETING DECISION. WRITTEN
ORDER ISSUED DECEMBER 5, 2011.

PUBLIC UTILITIES COMMISSION





Elia Germani, Chairman



Paul Roberti, Commissioner

Mary E. Bray, Commissioner *

*Commissioner Bray concurs but is unavailable for signature.



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
**DEPARTMENT OF ENERGY
RESOURCES**

100 CAMBRIDGE ST., SUITE 1020
BOSTON, MA 02114
Telephone: 617-626-7300
Facsimile: 617-727-0030

Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

Richard K. Sullivan, Jr.
Secretary

Mark D. Sylvia
Commissioner

December 16, 2011

William Short
Consultant
Toray Plastics (America), Inc.
50 Belver Avenue
North Kingstown, RI 02852

**RE: RPS Class I Eligibility Decision
Toray Solar #1, 0.405 MW in North Kingstown, RI (SL-1209-11)**

Dear Mr. Short,

On behalf of the Department of Energy Resources (the Department), I am pleased to inform you that the Statement of Qualification Application for Toray Solar #1 (SQA ID # 11008) pursuant to the Massachusetts Renewable Energy Portfolio Standard (RPS) – Class I Regulations has been approved, as documented in the enclosed Statement of Qualification. The Department finds that the Generation Unit meets the requirements for eligibility as an RPS Class I Renewable Generation Unit pursuant to 225 CMR 14.05.

Each Massachusetts Class I Renewable Generation Unit is assigned a unique Massachusetts RPS Class I Identification Number (MA RPS Class I ID#), which must be included in all correspondence with the Department. As stated in the Statement of Qualification, your Unit's MA RPS Class I ID# is SL-1209-11.

The Department wishes to remind you of the notification requirements in 225 CMR 14.06(5) for changes in the Unit that could affect its eligibility status and in 225 CMR 14.06(6) for changes in capacity, contact information, and identity of the Owner or Operator. The Owner or Operator of the Generation Unit shall submit notification of such changes to the Department no later than five days following the end of the month during which such changes were implemented.

Second, the Department calls your attention to the Independent Verifier requirements for Generation Units whose output is not reported to the NEPOOL GIS via the ISO New England, pursuant to 225 CMR 14.05(1)(c). RPS Class I qualification of the output of the Unit includes DOER approval of your Independent Verifier: William P. Short III. Either you personally or an appropriate officer of Toray Plastics (America), Inc. must inform DOER of any substantive change in the relationships between Toray Plastics (America), Inc. and William P. Short III that could affect William P. Short III's qualification to serve in the capacity of Independent Verifier. In the event that the Toray Plastics (America), Inc. decides to engage a different entity as the Unit's Independent Verifier, then its new choice also must be approved by DOER as a condition of continued qualification of the Unit's electricity output. Also note that the Independent Verifier must maintain detailed records of the monthly meter readings of the Unit, and that those records are subject to inspection by the Department.

Third, the Department calls your attention to the provision requiring that the amount of the RPS qualified generating capacity must not be committed to any Control Area other than the ISO New England Control Area, pursuant to 225 CMR 14.05(1)(e)1.

Finally, the Department wishes to remind you to be cognizant of the Operating Rules and the reporting requirements of the NEPOOL GIS, which may be amended from time to time, and compliance with which may affect the RPS qualification of your Generation Unit's GIS certificates.

If you have any questions or concerns about the Statement of Qualification or any aspect of the RPS program, please contact Howard Bernstein, RPS Program Manager, at the Department's address, or (617) 626-7355, or howard.bernstein@state.ma.us.

Sincerely,



Robert Sydney
General Counsel

Encl: Statement of Qualification

Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
DEPARTMENT OF ENERGY RESOURCES
STATEMENT OF QUALIFICATION

Pursuant to the Renewable Energy Portfolio Standard – Class I
225 CMR 14.00

This Statement of Qualification, provided by the Massachusetts Department of Energy Resources (DOER or the Department), signifies that the Generation Unit identified below, as described in a Statement of Qualification Application dated November 28, 2011 (SQA ID # 11008), meets the requirements for eligibility as an RPS Class I Renewable Generation Unit, pursuant to the Renewable Energy Portfolio Standard – Class I, 225 CMR 14.05. Therefore, this Generation Unit is duly qualified as an RPS Class I Renewable Generation Unit.

Generation Unit Name, Capacity,
and Location:

Toray Solar #1
0.405 MW
North Kingstown, RI

Authorized Representative's Name
and Address:

William Short
Consultant
Toray Plastics (America), Inc.
50 Belver Avenue
North Kingstown, RI 02852

This RPS Class I Renewable Generation Unit is assigned a unique Massachusetts RPS Identification Number, listed below. Please include the ID number on all correspondence with DOER.

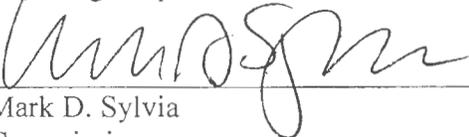
MA RPS Class I ID #: SL-1209-11

This Unit's RPS Effective Date is: **August 22, 2011**

This Unit's NEPOOL GIS Generation Unit Asset Identification Number is:

NON33408

The Qualification of this Generation Unit is subject to all applicable provisions in 225 CMR 14.00, including but not limited to the following. Pursuant to 225 CMR 14.06(5) and (6), the Owner or Operator of the Unit is obligated to notify DOER of any changes in the characteristics of the Unit that could affect its eligibility status, as well as any changes in the Unit's ownership, generation capacity, Third Party Meter Reader (a.k.a. Independent Verifier), or contact information. DOER may suspend or revoke this Statement of Qualification if the Owner or Operator fails to comply with 225 CMR 14.00, including the provisions of this Statement of Qualification.



Mark D. Sylvia
Commissioner
Department of Energy Resources

Date: **December 16, 2011**