
**Verification Report for Greater New Bedford
Landfill Gas Utilization Project
Dartmouth, MA
Environmental Resources Trust**

October 2007

**Prepared by: First Environment, Inc.
91 Fulton Street
Boonton, New Jersey 07005**



1. Introduction

This report is provided to Commonwealth New Bedford Energy LLC (CNBE), a wholly owned subsidiary of Commonwealth Resource Management Corporation (CRMC), as a deliverable of the Chicago Climate Exchange's (CCX®) and Environmental Resources Trust, Inc.'s (ERT) project verification processes. This report covers the verification of landfill gas (LFG) destruction emissions reduction estimates for the period from January 1, 2007 through June 30, 2007 for the Greater New Bedford LFG Utilization Project (the Project). First Environment, Inc. (First Environment) conducted the verification in September and October of 2007.

2. Verification Scope

The scope of the verification is outlined in the table below:

Geographic Boundaries	Crapo Hill Landfill, Dartmouth, MA
Greenhouse Gases Verified	Carbon Dioxide Emissions Offsets
Reporting Years	January 1, 2007 through June 30, 2007
Data Sources	Metered Data and Emissions Offset Estimates

3. Standards Used to Certify Emissions

The following table outlines the guidance and protocols used to conduct this verification:

Verification Process	CCX® Rulebook: Environmental Audits and Offset Project Verification, 2004 WRI/WBCSD GhG Protocol, 2004 ISO 14064 Standard
Standard of Verification	CCX® Project Guidelines: Landfill Gas Version 1, February 2, 2004 ERT Monitoring, Reporting and Verification Protocol, MRV CNBE 2005 12, December 2005
Level of Assurance	95 percent accuracy (i.e., material misstatement is <5 percent of total reported emissions)
De Minimis	Less than 5 percent of total emissions

4. Overview of the Verification Process

The verification process for the Project was as follows:

- Review of the data collection process,
- Review of the raw data and calculations for the data period under review, and
- Final statement and report development.

Audit Kick-off

The verification audit was initiated with an exchange of emails between First Environment and the primary CRMC contact, Thomas Yeransian. The communication focused on

confirming the scope and schedule, credit ownership and the data required for the verification.

CNBE wholly owns all environmental attributes associated with landfill gas destruction associated with this project. Evidence of ownership is present in Attachment A.

First Environment previously verified emissions reduction credits from this Site for CNBE in June 2006 and January 2007 for CCX®. These verifications covered the period from October 5, 2005 through December 31, 2006 and were related to the flare and generating facility. In addition, emissions reduction data was reviewed and verified in May 2007 for flaring that occurred from January 1, 2003 through October 5, 2005. Because the LFG collection system, flare, and generating facility were reviewed during the site visit conducted in June 2006, an additional site visit was not conducted for this verification.

Site Overview

The landfill is owned and operated by the District and, as permitted by the Massachusetts Department of Environmental Protection (MDEP), consists of 69.8 acres of a 152-acre parcel of land located in the Town of Dartmouth, Massachusetts. The landfill began receiving municipal solid waste and construction and demolition debris in 1995 and currently encompasses approximately 30 acres of the 69.8 permitted acres. The landfill does not fall under the Federal New Source Performance Standards (NSPS) regulation or other local, state, or federal regulations requiring the collection of the landfill gas.

The MDEP permit governing the Site requires passive venting of landfill gas to the atmosphere. The District voluntarily installed an active landfill gas collection system consisting of lateral and vertical landfill gas extraction wells, header pipes connecting the wells, and a flare to combust the landfill gas in order to prevent odor issues and to provide a means for productive use of the landfill gas in the future. Two vacuum blowers were installed to pull the landfill gas to the flare. This initial system was completed and became operational in early 2000. Evidence of the project start date was submitted with previous reports.

The generating facility discussed in our earlier verification reports came online in October 2005. The same collection system is used to provide landfill gas to the generating facility where landfill gas is converted to electrical power via combustion in four Caterpillar 3516 gas engine generator sets. The gas collection system is located outside of the building that houses the power facility. The landfill gas passes through a knock-out tank to remove the condensate, passes through a blower, a gas cooler, a gas filter and coalescing filter and then moves into the building. Inside the building, the gas moves through an orifice plate that records the flow rate and then is distributed to each of the Caterpillar 3516 engines. A probe located at the orifice plate inside the building measures the methane gas concentration. The facility records all of the relevant data in real time, which is monitored by site staff using a Supervisory Control and Data Acquisition (SCADA) device developed for the Site by TVC Systems

Discussions with Site Management

The audit team discussed the following topics with site staff at the time of the site visit:

- The data collection process to generate reports,
- Internal documents and protocols that set guidelines for the data collection process.

Since data is collected in real time and recorded in a database on and off site by the SCADA system, there is a high level of confidence in the data collection and storage process. The system is designed to trigger alarms when parameters fall outside a specified range. Each day the data is reviewed by CRMC staff to assess operating performance and to identify any additional issues that may not have been caught by the SCADA system.

The flow meter was calibrated upon installation and four times during the verification period. The landfill gas flow rate was calculated using a pitot tube and manometer at a sample port located near the orifice plate. These measurements were compared to the recorded measurements from the flow meter to ensure it was operating correctly. The calibrations occurred during this period on February 6, 2007, April 9, 2007, May 3, 2007, and June 13, 2007. The instrument that measures methane content is calibrated weekly or biweekly by site staff.

Verification Reporting

Verification reporting, represented by this report and additional audit statements, documents the verification process and identifies its finding and results. Verification reporting consists of this report and a project attestation for Environmental Resources Trust, as well as this report and a verification statement and attestation to be submitted to the Chicago Climate Exchange.

5. Site's Conformance with Verification Protocols

CCX® Project Standards

The Chicago Climate Exchange provides project guidance for landfill gas offset and early action credit projects. This guidance document, CCX® Project Guidelines: Landfill Gas Version 1, outlines specific requirements that acceptable projects must meet in order to qualify for credits. The following table lists these specific requirements and identifies how this Site meets those requirements:

	Guideline Requirement	Site Compliance	Comments
<i>LFG Flow Rate</i>			
	Measurement at control device not individual wells	Yes	--
	Flow meter type and date of installation		The flow is measured using an orifice plate located downstream of the blower. The plate was installed prior to Project startup in 2005.
	Flow meter upstream of control device and downstream of blower	Yes	Placement is sufficient to ensure laminar gas flow through the orifice plate.
	Records on flow meter calibration	Yes	The first calibration of the flow meter occurred at Project startup and records are kept on and off-site. The flow meter was calibrated using a pitot tube

	Guideline Requirement	Site Compliance	Comments
<i>LFG Flow Rate</i>			
			attached to a manometer that is inserted into the LFG flow near the orifice plate. The flow meter was calibrated four times during this six-month period.
	Capable of recording flow every 15 min.	Yes	Flow data is monitored continuously and all data is captured electronically by the SCADA system.
	Shutdown hours recorded and flow data adjusted	Yes	Shutdown of an engine does not stop the operation of the other engines, so the flow to the facility does not stop. If there is a stoppage of all of the engines, landfill gas goes to a flare that is managed by the landfill operator. The data for flare flow is captured by the SCADA system.
	Monthly tabulations of daily LFG flow rate	Yes	Site equipment continuously records LFG flow, and a monthly report is produced that captures the LFG flow for the period.
<i>Methane Concentration</i>			
	LFG Concentration measured	Yes	The methane concentration is measured at the same point as LFG flow, by a California Analytical Instruments 602P Digital non-dispersive infrared analyzer (NDIR).
	Concentration measured on monthly basis	Yes	The LFG concentration of oxygen, carbon dioxide and methane is measured and recorded continuously.
	Measuring instrument calibrated	Yes	The NDIR was first calibrated at Project kick-off in October 2005, and has been calibrated periodically (weekly or bi-weekly) since then.
<i>Electricity Generation</i>			
	Engine performance is monitored and recorded	Yes	The facility uses four Russ Electric controllers to monitor current, voltage, frequency, power factor, apparent power, active power and active energy for each engine, and an additional controller that captures and totals the data for all four.

ERT Protocol MRV CNBE 2005 12

The MRV CNBE 2005 12 document outlines specific requirements that the project must meet in order to be verified. The following table lists these requirements and identifies how this Site meets them:

Project Boundaries:	The project boundaries are consistent with those described in the MRV protocol.
Additionality & Leakage:	The emission reductions were verified to be additional, given existing regulatory requirements. No leakage of emissions outside the project boundaries was identified.
Baseline:	The baseline is unmitigated release of all methane.
Monitoring, Data Collection, & Methodology:	Procedures were in keeping with the MRV protocol. These procedures were discussed in greater detail in previous sections of this report.
Quality Control, Reporting, Documentation, & Uncertainties:	Quality control, reporting, and documentation procedures followed were in keeping with the MRV protocol.

6. Audit Results

CNBE provided good documentation for their emissions estimates as well as its programs around the data collection process. The verification process focused on verifying the data that was calculated by CNBE for the emissions reductions.

The calculations on the spreadsheet were consistent with the CCX[®] and MRV CNBE 2005 12 protocols. The calculations spreadsheets are provided in Attachments 3 and 4.

Verified results show 61,157 mT of CO₂e eligible for registration with the Environmental Resources Trust and 53,405 mT of CO₂e eligible for registration with the CCX[®].

7. General Conclusion

First Environment concludes that the estimated emissions reductions due to the combustion of landfill gas for the period of January 1, 2007 through June 30, 2007 is consistent with the CCX[®] Project Guidelines for Landfill Gas projects and Environmental Resources Trust, Inc. Monitoring, Reporting and Verification Protocol, MRV CNBE 2005 12. In addition, First Environment provides reasonable assurance as to the accuracy of the numbers for this period.

CCX[®] Methane Project Reporting Form

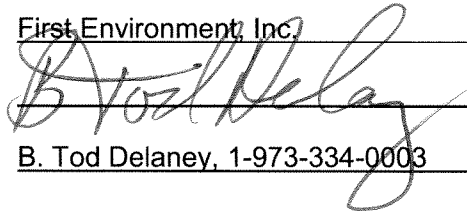
CCX[®] Project Owner: CommonWealth New Bedford Energy LLC

Reporting Period: January 1, 2007 through June 30, 2007			
Location	Confirmation	Column 1	Column 2
CCX [®] Registered Methane Project Site Name and Address	Site Meets CCX [®] Project Eligibility Rules	Total Metric Tonnes of Methane Combusted During Period	CCX [®] Early Action Credit Issuance (Column 1 value multiplied by 18.25/100)
Crapo Hill Landfill, Dartmouth, MA	Yes	2,926.3 Metric Tonnes CH₄	534 Hundred Metric Tonnes CO₂

CCX[®] Approved Verifier Name:

First Environment, Inc.

Signature of Verified Representative:



Name and Contact Number:

B. Tod Delaney, 1-973-334-0003

Methane Project Attestation by CCX® Project Owner

Reporting period: January 1, 2007 through June 30, 2007

Reporting facility: Crapo Hill Landfill, Dartmouth, MA

I hereby warrant:

that the methane collection and combustion facilities identified in this filing caused the collection and combustion of methane in the quantities reported by First Environment, Inc. (verifier);

that the methane collection and combustion facilities identified in this filing meet CCX® eligibility rules for such Projects – e.g., the facility was exempt from NSPS requirements during the reporting period;

that CommonWealth New Bedford Energy LLC (Project Owner) continues to hold full legal title to the Greenhouse Gas mitigation rights associated with the capture and combustion of methane at the facility noted above - i.e., they have not gone into contracts with any other firm for their sale.

Signed and attested by a duly authorized representative of:

Project Owner: CommonWealth New Bedford Energy, LLC

Signature: _____

Thomas Yeransian

Print Name: _____

Principal, CommonWealth Resource Management Corporation

Title: _____

Sole Member, CommonWealth New Bedford Energy LLC

Date: _____

October 16, 2007

Verified by First Environment, Inc.

Name: _____

Christina M. Magerkurth, P.E.

Signature: _____

Christina M. Magerkurth

Appendix II: Attestation Statement

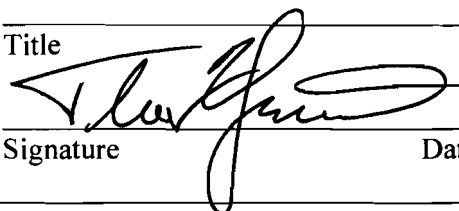
As an officer of Commonwealth New Bedford Energy LLC (CNBE) I hereby certify that the emissions reductions reported in connection with methane capture and combustion have been calculated according to the methods and procedures as outlined and described in this MRV Guideline and are a true representation of the emission performance of the Project.

Verification Statement Reference Number

Thomas Yeransian

Name Principal, Commonwealth Resource Management Corporation
Sole Member, Commonwealth New Bedford Energy LLC

Title

 October 16, 2007

Signature

Date

ATTACHMENT A

SITE LEASE AGREEMENT

BETWEEN

GREATER NEW BEDFORD REGIONAL REFUSE MANAGEMENT DISTRICT

and

COMMONWEALTH NEW BEDFORD ENERGY LLC

Dated as of December 31, 2003

SITE LEASE AGREEMENT

This Site Lease Agreement (the "*Lease Agreement*") is made as of the 31st day of December, 2003, by and between **GREATER NEW BEDFORD REGIONAL REFUSE MANAGEMENT DISTRICT**, a Massachusetts regional refuse district with principal offices at 300 Samuel Barnett Boulevard, New Bedford, Massachusetts ("*Lessor*"), and **COMMONWEALTH NEW BEDFORD ENERGY LLC**, a Delaware limited liability company, with principal offices at 199 Corey Street, Boston, Massachusetts ("*Lessee*"). Lessor and Lessee are referred to herein together as the "*Parties*" and singly as a "*Party*".

RECITALS

WHEREAS, Lessor owns and operates the Crapo Hill Sanitary Landfill located at Samuel Barnett Boulevard, New Bedford, Massachusetts (as further defined herein, the "*Landfill*");

WHEREAS, Lessor and Lessee have entered into that certain Landfill Gas Purchase & Sale Agreement (the "*Landfill Gas Purchase & Sale Agreement*") contemporaneous with the execution of this Lease Agreement, whereby Lessee will purchase any and all gas elements developed through the decomposition of waste deposited in the Landfill and collected and produced by Lessor (the "*Landfill Gas*") to fuel a planned electric generation facility (the "*Generating Facility*"); and

WHEREAS, in order to carry out the purposes of the Landfill Gas Purchase & Sale Agreement, Lessor wishes to lease to Lessee and Lessee wishes to accept from Lessor, land within or adjacent to the Landfill on which Lessee may construct, operate and maintain the Generating Facility, together with other appurtenant rights.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein and subject to the terms and conditions hereof, the Parties hereby agree as follows:

Article 1. Definitions

Capitalized terms when used herein shall have the meanings set forth below:

"*Access and Performance Easements*" shall have the meaning set forth in Section 2.2 hereof.

"*Additional Contingent Payments*" shall have the meaning set forth in Section 5.3 hereof.

"*Applicable Laws*" shall mean any act, statute, law, regulation, permit, license, ordinance, rule, judgment, order, decree, or written directive, guideline or policy (to the extent mandatory) or any similar form of decision or determination by any governmental

authority with jurisdiction over the LFGMS, the Landfill, the Generating Facility or the performance of the work hereunder and the transaction contemplated hereunder.

"Base Rent" shall have the meaning set forth in Section 5.1 hereof.

"Contingent Payments" shall have the meaning set forth in Section 5.2 hereof.

"Contract Year" shall mean every twelve (12) month period which begins at 12:01 a.m. Eastern Standard Time on January 1 and on every anniversary thereof during the Term.

"Day" shall mean a calendar day.

"Delivery Point" shall have the meaning set forth in the Landfill Gas Purchase & Sale Agreement.

"Easements" shall mean the Access and Performance Easements, the Lessee Electric Easements and the Other Utility Easements.

"Effective Date" shall mean the date on which both Parties have executed this Lease Agreement.

"Electric Utility" means NSTAR, its predecessors, successors and affiliates.

"Electric Utility Easement" shall have the meaning set forth in Section 2.3 hereof.

"Environmental Attributes" shall have the meaning set forth in Section 6.4 hereof.

"Force Majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances, epidemics, landslides, lightning, earthquakes, fires, storms, hurricanes, floods, high-water washouts, acts of the public enemy, wars, blockades, insurrections, riots, arrests and restraints by governments, civil disturbances, catastrophic events such as explosions, breakage or accident to machinery or lines of pipe caused by the foregoing and governmental actions such as the enactment of statutes, laws or regulations frustrating the purpose of this Lease Agreement, not within the control of the Party claiming Force Majeure and which, by the exercise of reasonable diligence, such Party is unable to prevent or overcome. Force Majeure shall not include increases in the costs associated with the construction or operation of the Generating Facility or the LFGMS or a change in market conditions or any other event not specifically enumerated above which makes uneconomic the operation of the Generating Facility or the LFGMS or the sale of Landfill Gas or any component thereof or the sale of electricity generated by the Generating Facility.

"Gap" shall have the meaning set forth in Section 2.3 hereof.



to confirm or restate the provisions of this Section 5.7 or substantially similar provisions or evidence the senior status of any Lender Security Interest or any debt to Lender so long as such documents or instruments are consistent with the expressed intent of this Section 5.7, including but not limited to any intercreditor or subordination agreements with any Lender or prospective Lender.

If, having made commercial reasonable efforts, Lessee is unable to obtain debt financing due in whole or in part to the existence of the Lessor Security Interest, then at the request of Lessee the Parties shall negotiate in good faith another equivalent form of security assuring Lessor that Lessee will make the Secured Payments, such as a payment bond in favor of Lessor or prepayment of some or all of the Secured Payments.

Article 6. Taxes and Environmental Benefits

6.1. Income Taxes. Each Party shall be responsible for any federal, state and local taxes based upon or measured by its income, and any franchise taxes based upon its corporate existence.

6.2 Property Taxes. Lessor shall be responsible for any taxes and assessments against the Landfill and the Site as and when they become due. Lessee shall pay all taxes (real and personal) and assessments allocable to the Generating Facility, the Site Lease or Easements. Lessor and Lessee shall make reasonable efforts to ensure that the Site and Generating Facility are separately assessed by any taxing authorities. Lessee shall have the right but not the obligation, to contest the validity of any assessment of such taxes or assessment and/or any relevant authority's failure to separately assess the Generating Facility. Lessor shall reasonably cooperate with and assist Lessee in any contest at Lessee's sole cost.

6.3 Lessee Tax Credits.

(a) As between the Parties, Lessee shall have sole title to any tax credits under Section 45 of the Internal Revenue Code or any other similar state, federal or local credits or deductions, payments or benefits arising from the purchase of Landfill Gas or the generation and sale of electricity using Landfill Gas as a fuel (as opposed to the production, extraction and sale of Landfill Gas) shall belong to Lessee.

(b) The Parties recognize that the LFGMS presently does not qualify for tax credits under Section 29 of the Internal Revenue Code. If Section 29 is amended or extended in a manner that allows the LFGMS to qualify for Section 29 tax credits and Lessee exercises its option under Section 7.3 hereof and takes an ownership interest in the LFGMS, it is the intent of the Parties that Lessee will be entitled to claim the Section 29 tax credits.

(c) All tax credits referenced in subparagraphs (a) and (b) above are referred to collectively herein as "*Lessee Tax Credits*".


6.4 Environmental Attributes. Lessee and/or its designees, successors and assigns, shall have the right, beginning on the date that the Generating Facility becomes operational and so long as this Lease Agreement is in effect thereafter, to all attributes of an environmental or other nature, known or unknown at the time of this Lease Agreement, including but not limited to allowances, certificates, RECs or other green power price premiums or similar constructs generated by or attributable to the Generating Facility by virtue of its classification as a renewable energy project under Applicable Laws, emissions credits and all other credits, offsets, tradable renewable certificates (sometimes referred to as "green tags"), and all similar rights issued, recognized, created or otherwise arising from use or disposition of the Landfill Gas delivered to Lessee, including but not limited to the generation and/or sale of electricity at the Generating Facility using Landfill Gas, the delivery and/or sale of capacity (the Generating Facility's capability to reliably generate a specific amount of electricity at a given point in time) and electricity to any purchaser thereof, the production of thermal energy or other energy products as a by-product of generating electricity at the Generating Facility, and the destruction of such Landfill Gas ("*Environmental Attributes*"). Environmental Attributes include but shall not be limited to those that are created by regulations, statutes, or other governmental action enacted before or after the Effective Date. Environmental Attributes include but shall not be limited to those that can be used to (1) claim responsibility for the reduction of emissions and/or pollutants, (2) claim ownership of emission and/or pollution reduction rights, and (3) claim reduction or avoidance of emissions or pollutants. Emissions and pollutants include, but are not limited to, acid rain precursors, carbon dioxide, carbon monoxide, chlorinated hydrocarbons, greenhouse gases, mercury, metals, methane, nitrogen oxides, nitrogen-oxygen compounds, ozone precursors, particulate matter, sulfur dioxide, toxic air pollutants, other carbon and sulfur compounds, and similar pollutants or contaminants of air, water or soil, under any governmental, regulatory or voluntary program, including but not limited to the United Nations Framework Convention on Climate Change and related Kyoto Protocol or any other program. Environmental Attributes exclude Section 45 tax credits, Section 29 tax credits and any and all other tax credits or benefits associated with the ownership or operation of the Generating Facility or production of Landfill Gas. Prior to the date that the Generating Facility becomes operational, Lessor shall have the right to any Environmental Attributes attributable to the Landfill or the LFGMS.

6.5 Protection of Environmental Attributes and Lessee Tax Credits. The provisions of this Lease Agreement are intended to ensure that, as between Lessor and Lessee, Lessee shall have all right, title and interest in any Environmental Attributes and Lessee Tax Credits beginning on the date that the Generating Facility becomes operational. Lessor shall not, under any circumstances, take or claim credits, deductions, payments or benefits that would in any way reduce the amount or diminish or impair the value of the Environmental Attributes or any Lessee Tax Credits, or take any other avoidable action that Lessee reasonably demonstrates would reduce, diminish or impair any Environmental Attributes or Lessee Tax Credits. Lessor and Lessee shall also avoid taking any action that would undermine the claim of Lessee Tax Credits. However, Lessor shall have no duty hereunder to affirmatively enhance or improve Lessee's ability to realize Environmental Attributes or Lessee Tax Credits except for Lessor's duty to

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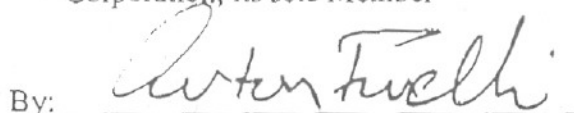
WHEREFORE, Lessor and Lessee have set their hands and seals as of the date
at above.

LESSOR: Greater New Bedford Regional Refuse
Management District

By: 
David L. Vincent, Chairperson

LESSEE: Commonwealth New Bedford Energy LLC

By: Commonwealth Resource Management
Corporation, its sole Member

By: 
Anton Finelli, President

Signed before me on
12/31/03

Deborah L. Piva

DEBORAH L. PIVA

Notary Public

My Commission Expires July 31, 2009

LANDFILL GAS PURCHASE & SALE AGREEMENT

between

GREATER NEW BEDFORD REGIONAL REFUSE MANAGEMENT DISTRICT

and

COMMONWEALTH NEW BEDFORD ENERGY LLC

Dated as of December 31, 2003

LANDFILL GAS PURCHASE & SALE AGREEMENT

THIS LANDFILL GAS PURCHASE & SALE AGREEMENT (the "*Agreement*") dated as of December 31, 2003 is by and between **GREATER NEW BEDFORD REGIONAL REFUSE MANAGEMENT DISTRICT**, a Massachusetts regional refuse district with principal offices at 300 Samuel Barnet Boulevard, New Bedford, Massachusetts ("*Seller*"), and **COMMONWEALTH NEW BEDFORD ENERGY LLC**, a Delaware limited liability company, with principal offices at 199 Corey Street, Boston, Massachusetts ("*Purchaser*"). Seller and Purchaser are referred to herein together as the "*Parties*" and singly as a "*Party*".

RECITALS

WHEREAS, Seller owns and operates the Landfill;

WHEREAS, Seller owns and operates Landfill Gas extraction facilities and management systems at the Landfill;

WHEREAS, pursuant to the Lease Agreement (defined below) Seller has granted to Purchaser certain rights in the Site for the purposes of constructing, owning and operating the Generating Facility that will be designed to use Landfill Gas for fuel; and

WHEREAS, Seller wishes to deliver and sell to Purchaser, and Purchaser wishes to purchase from Seller, all of the Landfill Gas extracted by Seller from the Landfill in accordance with the terms and conditions hereof, for the purpose of using such Landfill Gas as a fuel source for the Generating Facility.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller and Purchaser agree as follows:

Article 1. Definitions

Capitalized terms when used herein shall have the meanings set forth below. Capitalized terms not defined below are as defined in the Lease Agreement.

"*Agreement*" shall mean this Landfill Gas Purchase & Sale Agreement, including all exhibits and schedules hereto, as the same may be amended from time to time.

"*BTU*" shall mean British Thermal Unit.

"*Delivery Commencement Date*" shall mean the date on which Seller commences delivery of Landfill Gas to Purchaser and Purchaser accepts initial delivery of Landfill Gas from Seller, in accordance with the terms hereof, which shall occur on the Day specified by Purchaser in a notice to Seller by at least ten (10) Days advance notice;

three (3) consecutive Days, after which Purchaser's obligation to pay for Landfill Gas shall resume. Thereafter, any further deficiency will require a new notice.

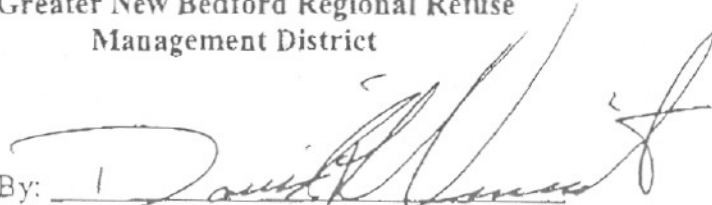
2.5 Suspension of Delivery and Purchase Obligation for Force Majeure, Scheduled Outages and Failure of Electricity Purchaser to Accept Electricity. The delivery and purchase obligations described in Section 2.1 hereof shall be suspended (a) during events of Force Majeure affecting Seller or Purchaser, (b) during scheduled outages of the LFGMS or of the Generating Facility, or (c) during any period of time not to exceed ninety (90) Days within any twelve (12) month period that any purchasers of electricity from the Generating Facility are not accepting electricity from Purchaser, unless the failure to take electricity is caused by the actions or inaction of Purchaser (Purchaser shall notify Seller in writing within two (2) business Days of such event and shall make good faith diligent efforts to sell the electricity from the Generating Facility). Each Party shall notify the other Party of a scheduled outage of the first Party's facilities at least thirty (30) Days in advance of the scheduled commencement of the outage. No scheduled outage of the LFGMS shall exceed one (1) Day. Seller's scheduled outages shall be limited to a total of three (3) Days in any Contract Year. Each Party shall coordinate its scheduled outages with the other Party to avoid interference with the operation of the other Party's facility.

2.6 Environmental Attributes. Seller acknowledges and agrees that Purchaser shall have the right to all Environmental Attributes, as that term is defined and described in Section 6.4 of the Lease Agreement. / *

2.7 Purchaser-Funded Improvements to LFGMS. If Seller does not deliver Landfill Gas meeting the Minimum Methane Content requirement on an average basis over three (3) consecutive days, and if Purchaser determines that capital improvements or adjustments to the LFGMS are required to maintain the Minimum Methane Content, Purchaser may send written notice to Seller that capital improvements or adjustments to the LFGMS are required, including all information describing the improvements or adjustments. If Seller does not agree within ten (10) Days after receipt of Purchaser's written notification to undertake such capital improvements or adjustments within forty (40) Days of such notification, then Purchaser may undertake such capital improvements or adjustments including recalibration of the LFGMS. Purchaser shall make all such improvements or adjustments in a good and workmanlike manner in accordance with Applicable Laws and generally accepted industry practice. Purchaser shall then be entitled to offset up to \$50,000 of the reasonable cost incurred by Purchaser to make such capital improvements or adjustments attributable to the failure to meet Minimum Methane Content against any payments due to Seller hereunder until Purchaser has been fully reimbursed for such reasonable costs up to \$50,000. If the Parties mutually agree, the \$50,000 ceiling on reimbursable capital improvements or adjustments may be increased. In no event shall the amount of such capital improvements or adjustments setoff against Seller's payment exceed \$100,000 in any one Contract Year. With respect to any substantial capital improvements, Purchaser shall (a) provide Seller with copies of the contractor's certificates of insurance in compliance with Section 9.1 of the Lease Agreement, (b) provide Seller with copies of any as-built drawings delivered to Purchaser

WHEREFORE, the Parties hereto have caused the execution of this Agreement by the officers whose names appear below as of the Effective Date.

Greater New Bedford Regional Refuse
Management District

By: 
David L. Vincent, Chairperson

Commonwealth New Bedford Energy LLC

By: Commonwealth Resource Management
Corporation, its sole Member

By: 
Anton Finelli, President

Signed before me on 12/31/03

Deborah L. Piva

DEBORAH L. PIVA

Notary Public

My Commission Expires July 31, 2009

ENGINEER CERTIFICATE

The undersigned engineer hereby issues this certificate to the best of its knowledge after due inquiry and review in connection with Section 3.3(a)(iv) of the Construction and Term Loan Agreement dated February 18, 2005 between Hudson United Bank and Commonwealth New Bedford Energy, LLC (the "Loan Agreement"). (Capitalized terms defined herein that are in the Loan Agreement shall have the meaning therein provided):

1. the Project has been completed in accordance with the Construction Contracts and the Operations and Maintenance (other than Punch List Items, the completion of which will not interfere with the commercial operation of the Project or cause it to operate at levels material different than those forming the basis of the projections in the Closing Pro Forma);
2. all tests required for Final Performance Acceptance have been successfully completed, except for the gross heat rate test, which required adjustment of the Closing Pro Forma;
3. the Project has commenced Commercial Operation under the Power Purchase and Sales Agreement, the Operations and Maintenance Agreement, and the Landfill Gas Purchase and Sale Agreement;
4. the Project appears to be capable of achieving the operating revenue as projected in the Closing Pro Forma (dated November 23, 2005), which incorporates a revised heat rate value estimated during the Performance Test;
5. all Approvals required to commission and operate the Project are in full force and effect; and
6. all necessary fuel and utility services are available for the Project.

Executed as of this 5th day of December, 2005.

SCS ENGINEERS, P.C.

By: 

Name: Gregory P. McCarron

Title: Vice President