SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION 2016-67

August 11, 2016

RESOLUTION AUTHORIZING SERVICES TO BE PERFORMED BY CORNERSTONE ENVIRONMENTAL

WHEREAS, Salem County Improvement Authority ("SCIA") received Solid Waste Permit approval in 2011 for a 31-acre horizontal expansion;

WHEREAS, this expansion would push the facility over the 2.5 million mega grams of waste limit and it would therefore become subject to 40 CFR 60 Subpart WWW Standards of Performance for Municipal Solid Waste Landfills; and

WHEREAS, following that approval, SCIA failed to submit a revised design capacity report to the USEPA demonstrating that the landfill is designed to receive above 2.5 million mega grams of waste; and

WHEREAS, SCIA is currently not in compliance with New Source Performance Standards ("NSPS") imposed by the USEPA; however, Cornerstone Environmental Group (SCIA's current Title V Engineer) is qualified to prepare an emission evaluation that may place SCIA back in compliance and therefore avoid possible fines by the United States Environmental Protection Agency; and

WHEREAS, Cornerstone Environmental Group is also able to assist SCIA in submitting the required revised landfill design capacity report (not previously submitted) and the Tier 2 NMOC Emission Rate Report; and

WHEREAS, the total cost of this proposal is not to exceed $5,750.00.

NOW THEREFORE BE IT RESOLVED by the Salem County Improvement Authority that Cornerstone Environmental be approved by this Resolution and the attached scope
of work to prepare the required emission evaluation and all necessary reports in connection therewith.

ATTEST:

Paul Williams, Secretary

Robert E. Widdifield, Chairman

August 11, 2016
Date

CERTIFICATION

I hereby certify the above to be a true copy of a resolution adopted by the Salem County Improvement Authority Board at their regular meeting held August 11, 2018.

Paul Williams, Secretary
July 12, 2016

Charles D. Sparks, Executive Director
Salem County Improvement Authority
56 McKillip Road
Alloway, New Jersey 08001

Re: Proposal for Air Quality NSPS Subpart WWW Compliance Assistance

Dear Mr. Sparks,

Cornerstone Engineering Group, LLC (Cornerstone) is pleased to provide the following scope of work and proposal for Air Compliance services to the Salem County Improvement Authority (SCIA, Authority). Based on conversations with Authority staff and an initial review of documents provided to Cornerstone, we understand that SCIA failed to submit a revised design capacity report to the United States Environmental Protection Agency (USEPA) demonstrating that the landfill is designed to receive above 25 million megagrams of waste. An initial design capacity report was sent on April 7, 2000 and indicated that the landfill had a design capacity of 2,374,903 Mg, just below the applicability limit. Since that time, the landfill has received NJDEP Solid Waste approval for additional capacity. We are specifically aware of a Solid Waste Permit approval in 2011 for a 31-acre horizontal expansion which would have pushed the facility over the 2.5 million megagrams of waste limit to become subject to 40 CFR 60 Subpart WW Standards of Performance for Municipal Solid Waste Landfills.

With the additional design capacity, the landfill was also required to submit a Tier 1 calculation of emissions of Non-Methane Organic Compounds (NMOC). For this analysis the facility must use a default USEPA concentration of 4000 ppmv NMOC in the landfill gas for determination if the total NMOC emissions are above 50 Mg/yr. Emissions below 50 Mg/yr would allow the facility to delay compliance with Subpart WWW until the limit was reached. We have performed this calculation and the SCIA landfill is above the threshold. The facility is now subject to the conditions of 40 CFR Subpart WWW unless a Tier 2 NMOC emission evaluation is conducted in which the actual value of NMOCs in the landfill is used rather than the default value of 4,000 ppmv. In our review of SCIA documents, a landfill gas analysis using the required USEPA Method 25C for NMOC testing was done in 2005 and resulted in the highest value of 108 ppmv of three samples taken. The test was repeated in 2008 with a high result of 1,866 ppmv. We estimate that the landfill gas concentration of NMOC will have to be at or below 500 ppmv during the Tier 2 sampling to result in a value below the NSPS Subpart WWW threshold of 50 Mg/yr.
Through the landfill has exceeded the 90 day requirement from the time of solid waste permit approval for submitting a revised landfill design capacity report and the 180 day timeframe from the initial exceedance of 50 Mg/yr of NMOG (i.e. Tier 1 NMOC Emission Rate Report) for submitting a Tier 2 NMOC Emission Rate Report, Cornerstone is proposing to assist the SCIA in achieving compliance and submitting these required documents. The USEPA requires a Tier 2 protocol to be approved before the Tier 2 sampling is performed. This proposal includes preparing the protocol. A separate proposal will be prepared for conducting the Tier 2 analysis and development of the NMOC Emission Rate Report once the scope of the Tier 2 analysis is known.

Project Scope

Cornerstone will prepare the revised design capacity report along with the Tier 1 NMOC emission calculation submittal and a protocol to conduct the Tier 2 NMOC determination. To prepare the protocol, Cornerstone will evaluate the number of landfill gas samples that need to be taken. The rule allows for a sample to be taken at the header of an active landfill gas collection system as long as the landfill gas is being collected from all areas where waste has been retained for at least 2 years. Areas that have waste in place in excess of 2 years without landfill gas collection must be sampled by two sample probes per hectare of landfill surface. One sample of landfill gas from each probe will be needed to determine the NMOG concentration using Method 25 or 25C by a certified lab.

Cornerstone will review the current wellfield design and determine how many probes will be necessary in addition to sampling at the landfill gas header and provide the USEPA with a sampling protocol. We will make changes as requested by the EPA. Once approved, Cornerstone will obtain quotes from certified New Jersey laboratories based on the number of samples that will need to be analyzed and provide SCIA with a proposal to conduct the Tier 2 sampling analysis.

It is assumed that necessary documentation will be provided by the Authority. Specifically, we will need documentation on any landfill expansions since the time of the initial design capacity report was submitted in 2000.

Budget

Cornerstone will perform the above scope of services on a time and materials basis, not to exceed $5,750.00, in accordance with the attached Schedule of Charges. Cornerstone assumes that all required documents will be provided in a timely manner. This scope of work is based on information available to Cornerstone at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the not-to-exceed amount may require modification and approval by the Authority.

Schedule

Cornerstone will begin work upon written authorization by the Authority.
Terms and Conditions/Approvals

This work will be governed in accordance with the enclosed Cornerstone General Terms and Conditions. Cornerstone is not responsible for any potential USEPA or NJDEP fines or violations incurred by SCIA for the tardiness of the documents described in this proposal. Any correspondence or meetings requested by the USEPA or SCIA unrelated to the described tasks will be billed separately.

We appreciate the opportunity to present this proposal for your review and approval and trust the information presented herein will meet your expectations. Any changes to the proposal must be accepted in writing by both parties. Please indicate your authorization of the proposal by signing in the space provided. Upon signing, return a complete copy to our office, and retain the original for your records. Please contact us if you have any questions or comments or require additional information.

Sincerely,

CORNERSTONE ENGINEERING GROUP, LLC

[Signatures]

Arie P. Kremen, PhD
Client Manager

Tiffany Medley, PhD
Sr Project Manager

Encl: 2016 Schedule of Charges
Cornerstone Terms and Conditions

Cc: Melinda Williams, SCIA
CORNERSTONE ENGINEERING GROUP, LLC
GENERAL TERMS AND CONDITIONS

PROFESSIONAL RESPONSIBILITY. Cornerstone Engineering Group, LLC, ("Cornerstone") shall perform services consistent with the skill and care ordinarily exercised by other professional consultants under similar circumstances at the time services are performed, subject to any limitations established by CLIENT as to degree of care, time or expense to be incurred or other limitations of this Agreement. No other representation, warranty or guaranty, express or implied, is included in nor intended by Cornerstone's services, proposals, agreements or reports.

RELATIONSHIP OF PARTIES. Cornerstone is an Independent Contractor and nothing shall be construed or interpreted as requiring Cornerstone to assume the status of owner, operator, contractor, person who arranges for disposal, transporter or storer, as such terms or any other similar terms are used in any federal or local statute, regulation, ordinance or order governing the treatment, handling, storage or disposal of any toxic or hazardous substance or waste.

BILLING AND PAYMENT. Invoices will be submitted monthly and shall be due and payable on receipt. Interest at the rate of one and one-half percent (1.5%), but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but remain unpaid thirty (30) days from receipt of invoice. Payment to be applied first to accrued late payment charges and then to the principal unpaid amount. Cornerstone may, at its option, withhold delivery of reports or any other data pending receipt of payment for services rendered.

LIMITATION OF LIABILITY. In consideration of potential liabilities which may be disproportionate to the fees to be earned by Cornerstone, CLIENT agrees to limit the liability of Cornerstone, its managers, members, officers, employees, agents, and representatives to CLIENT for all claims or legal proceedings of any type arising out of or relating to the performance of services under this Agreement (including but not limited to Cornerstone's breach of this Agreement, its professional negligence, errors and omissions and other acts) to the lesser of $100,000 or the amount of Cornerstone's fee, and further, neither party shall be liable to the other for any indirect, special or consequential losses or damages. Failure of CLIENT to give written notice to Cornerstone of any claim of negligence act, error or omission within one (1) year of performance shall constitute a waiver of such claim by CLIENT.

INDEMNIFICATION. Subject to the limitation of liability above, and to the extent permitted by law, each party agrees to indemnify, defend and hold harmless the other from any claim, suit, liability, damage, injury, cost or expense, including attorneys fees, (hereinafter collectively called "Loss") arising out of: i) a breach of this Agreement or, ii) a party's willful misconduct or negligence in connection with the performance of this Agreement.

In addition to and without limiting the generality of the foregoing, CLIENT agrees to indemnify Cornerstone to the fullest extent permitted by law against any Loss, whether or not under CERCLA, RCRA or any other similar federal, state or local environmental regulation, order or ordinance, if: a) arising out of any actual or potential environmental contamination or pollution, including without limitation, any actual or threatened release of toxic or hazardous materials, unless the result of Cornerstone's willful misconduct or professional negligence, b) arising out of any acts taken or alleged failure to act with respect to matters covered in the section titled REPORTING AND DISPOSAL, or c) in excess of the liability limit set forth in the section titled LIMITATION OF LIABILITY above.

TIME OF PERFORMANCE. Cornerstone makes no warranties regarding the time of completion of services and shall not be in default of performance under this Agreement where such performance is prevented, suspended or delayed by any cause beyond Cornerstone's control. Neither party will hold the other responsible for damages for delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Such delays will extend completion dates commensurately.

CHANGED CONDITIONS. If, during the course of the performance of Services, conditions or circumstances develop or are discovered which were not contemplated by Cornerstone and which materially affect Cornerstone's ability to perform or which would materially increase the costs to Cornerstone of performing, then Cornerstone will notify CLIENT in writing, and Cornerstone and CLIENT shall renegotiate in good faith the terms of this Agreement within thirty (30) days. Alternatively, either party shall thereupon have the right to terminate the Agreement; provided, however, that upon any such termination, Cornerstone shall be compensated for services rendered to the date of termination.

HAZARDOUS OR UNSAFE CONDITIONS. CLIENT has fully informed Cornerstone of, and shall immediately inform Cornerstone when it becomes aware of any new information regarding the type, quantity and location of any hazardous, toxic or dangerous materials or unsafe or unhealthy conditions known or suspected at all real property where services are to be performed ("the Project Site"). Fees shall be adjusted to compensate Cornerstone if conditions require Cornerstone to take
emergency measures to protect the health and safety of the parties, the public or the environment. This requirement to inform Cornerstone is an ongoing and continuous obligation of the CLIENT and shall continue for the full term of this Agreement.

SUBSURFACE OBSTRUCTIONS. CLIENT shall supply to Cornerstone plans which designate the location of all subsurface structures at the Project Site, and shall remain responsible for any damage and shall indemnify Cornerstone for all Loss inadvertently caused by Cornerstone to any structure not so designated, or by CLIENT's inaccurate identification of underground obstructions. CLIENT warrants the accuracy of any information so supplied and understands and agrees that Cornerstone is entitled to and may rely on the accuracy of any and all information so supplied without independently verifying its accuracy. This requirement to inform Cornerstone is an ongoing and continuous obligation of the CLIENT and shall continue for the full term of this Agreement.

RIGHT OF ENTRY. CLIENT agrees to grant or arrange for right of entry at the Project Site, whether or not owned by CLIENT. The cost of repairing any reasonably unavoidable damages is not part of the services or fee contemplated by this Agreement and shall be borne by CLIENT.

REPORTING AND DISPOSAL. CLIENT shall be solely responsible for notifying all appropriate federal, state, local or other governmental agencies of the existence of any hazardous, toxic or dangerous materials on or in the Project Site or discovered during performance of this Agreement. If requested by CLIENT, Cornerstone may, at its option, agree to notify such agencies on behalf of CLIENT, as CLIENT's agent. CLIENT shall be solely responsible for arranging for and paying the costs to lawfully transport, store, treat, recycle, dispose of, or otherwise handle, hazardous or toxic substances or wastes and samples.

NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries of this Agreement entitled to rely on any work performed or reports prepared by Cornerstone hereunder for any purpose. CLIENT shall indemnify and hold Cornerstone harmless against any liability for any Loss arising out of or relating to reliance by any third party on any work performed or reports issued hereunder.

CONFIDENTIAL INFORMATION: Confidential Information shall be held in the strictest confidence by the receiving Party and shall not be disclosed without prior written consent of disclosing Party, except to employees, contractors or consultants with a need to know the Confidential Information for the purposes of performing work related to the Project. The receiving Party shall inform all employees, contractors and consultants receiving the Confidential Information of the confidential nature of this information and take all actions necessary to bind such employees, contractors and consultants by the terms of this Agreement. Neither party shall use information obtained from the other to benefit themselves or any third party.

DESIGNS AND DISCOVERIES; OWNERSHIP AND USE. All designs, ideas, discoveries, inventions or improvements utilized or developed by Cornerstone hereunder shall be deemed property of Cornerstone. CLIENT is given no right in the form of ownership or license to such items. Documents furnished by Cornerstone are not intended or represented as suitable for reuse by CLIENT or others; any reuse without specific written approval and/or adaptation by Cornerstone for the specific purpose intended will be at the user's sole risk and without liability or exposure to Cornerstone. Any transfer of electronic data hereunder is solely for CLIENT's convenience "as is" without warranty as to contents, and is not project deliverable unless specifically agreed to the contrary. Cornerstone disclaims all warranties, express or implied, with regard to any electronic data provided hereunder, including any warranties of merchantability or fitness for a particular purpose.

The prevailing party in any action to enforce or interpret provisions of this Agreement shall be entitled to recover all reasonable fees, costs and expenses, including staff time at current billing rates, court costs and other claim-related expenses. If Cornerstone is requested to respond to any mandatory orders for the production of documents or witnesses on CLIENT's behalf regarding work performed by Cornerstone, CLIENT agrees to pay all costs and expenses incurred by Cornerstone not reimbursed by others in responding to such order, including attorney's fees, staff time at current billing rates and reproduction expenses. Any provisions of this Agreement held in violation of any law shall be deemed stricken and all remaining provisions will remain binding on the parties. The obligations of the parties to indemnify and the limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement. This Agreement, consisting of all documents attached hereto, constitutes the entire Agreement between the parties, and supersedes any and all prior written or oral agreements with respect to the subject matter hereof. No amendment hereto will be binding unless reduced to writing and signed by authorized representatives of each party. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties will governed by the rules and laws of the State of New York without regard to any conflict of laws principles.