

SALEM COUNTY IMPROVEMENT AUTHORITY

RESOLUTION 2018-88

December 13, 2018

**RESOLUTION OF THE SALEM COUNTY IMPROVEMENT
AUTHORITY AUTHORIZING CORNERSTONE ENGINEERING TO
PREPARE AN ADDENDUM TO THE CLOSURE PLAN IN SUPPORT
OF EXPOSED GEOMEMBRANE COVER**

WHEREAS, the Alaimo Group ("Alaimo") submitted a Closure Plan ("Plan") to the New Jersey Department of Environmental Protection ("NJDEP") that incorporates use of an exposed geomembrane cover ("EGC"); and

WHEREAS, NJDEP has requested the Salem County Improvement Authority ("SCIA") to provide supporting information demonstrating the technical feasibility of the long-term reliance on an EGC as part of the Plan; and

WHEREAS, due to the request by the NJDEP, Cornerstone Environmental Group, LLC ("Cornerstone"), is required to prepare an addendum in support of the proposed EGC incorporated into the Plan and same will result in additional expense in accordance with the attached proposal dated November 27, 2018; and

NOW, THEREFORE, BE IT RESOLVED by the governing body of SCIA that Cornerstone is hereby authorized to prepare the proposal as required by the NJDEP.

ATTEST:




Barry Davis, Secretary



Cordy Taylor, Chairman

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 December 13, 2018.



Barry Davis, Secretary



16 Pearl Street, Suite 210, Metuchen, NJ 08840
T 877.294.9070 | F 845.692.5894 | W www.cornerstoneeg.com

November 27, 2018

Julie Acton
Executive Director
Salem County Improvement Authority, Solid Waste Division
56 McKillip Road
Alloway, New Jersey 08001

Re: Proposal for Professional Services
Addendum to Closure Plan in Support of Exposed Geomembrane Cover

Dear Julie:

Cornerstone Environmental Group, LLC (Cornerstone), a Tetra Tech, Inc. company, is submitting this proposal in support the Closure Plan (Plan) submitted by the Alaimo Group (Alaimo, last revised August 1, 2018) to the New Jersey Department of Environmental Protection (NJDEP) which incorporates an exposed geomembrane cover (EGC). According to the Plan, the 40-mil high density polyethylene (HDPE) geomembrane will be installed in stages and portions are proposed to remain exposed for up to approximately 28 years, until the final closure of the Salem County landfill projected for the year 2046. NJDEP has requested the Salem County Improvement Authority (SCIA, Authority) provide supporting information demonstrating the technical feasibility of the long-term reliance on an EGC as part of the Plan.

Based on discussions with SCIA and Alaimo during a conference call on November 21, 2018, Cornerstone developed the scope of work, schedule, and budget subject of this proposal. Due to the urgency for approval of the Plan by the end of 2018, SCIA has authorized Cornerstone to proceed based on an email exchange following the conference call.

Project Scope

Cornerstone presented to SCIA and Alaimo the benefits of an EGC as part of landfill closure with respect to leachate management and deferment of construction cost of a full final cover in accordance with current NJDEP regulations. Developments in polymer blend formulations and accumulating industry experience with long-term exposure of HDPE

geomembranes over the last 30+ years are increasingly providing owners and regulators the confidence to rely on long-term EGCs as part of site management and design inventory.

With direct involvement with several projects incorporating EGCs in New Jersey and the northeast successfully permitted and constructed, Cornerstone is uniquely positioned to assist the Authority to apply for and obtain regulatory approvals for incorporating the cost-saving solution into the development of its solid waste facility.

Project Tasks and Schedule

As discussed during the conference call with Authority representatives and Alaimo, Cornerstone will prepare an addendum in support of the proposed EGC incorporated into the Plan. According to the Plan, the Authority proposes the installation of approximately 70 acres of 40-mil HDPE EGC and the temporary placement of up to 30 acres of 20-mil temporary cap:

Phase	Year	Type	Acreage
1	2018	40-mil Permanent EGC	+ 18 acres
		20-mil Temporary Cap	+20 acres
2	2028	20-mil Temporary Cap	+10 acres
3	2038	40-mil Permanent EGC	+20 acres
		20-mil Temporary Cap	-20 acres
4	2046	40-mil Permanent EGC	+32 acres
		20-mil Temporary Cap	-10 acres

Construction of 70-acres of Subtitle D compliant final cover is proposed as part of Phase 4, leaving about 18 acres of 40-mil exposed for 28 years. Another 20 acres are projected to remain exposed for 18 years.

Cornerstone will review the Plan and other supporting information prepared by Alaimo and submitted to NJDEP to prepare an addendum to the Plan demonstrating the engineering feasibility of 40-mil HDPE to serve in the capacity proposed in the Plan. The table of contents of the addendum is expected to include the following sections:

1. Executive Summary
2. Introduction
 - a. Background and Understanding
 - b. Overview and Outline of the Appendix
 - c. Summary of Information Contained
3. Historical Use of Exposed Geomembranes
 - a. New Jersey sites
 - b. Use in other states
4. Compendium of Literature on geomembrane exposure performance

5. Summary and Conclusion
6. Bibliography
7. Attachments

As part of the review, Cornerstone anticipates including recommendations for design to reduce the potential for damage and stress-induced fatigue of the exposed geomembrane.

Budget

Cornerstone will prepare the addendum to the Plan as a self-contained report for the lump sum cost of \$13,850. The cost includes the preparation and review of a final draft with the Authority and two (2) hardcopies of the finalized document. Coordination with the Authority and Alaimo will be by phone and or email. Cornerstone will charge the Authority separately for in-person meetings at the Authority's offices or with NJDEP in Trenton in accordance with the attached Schedule of Charges.

The estimated cost and proposed scope of work are based on information available to Cornerstone at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification.

Schedule

Cornerstone recognizes the urgency of the need to provide the addendum to the Authority for review and ultimately to NJDEP for approval of the closure plan. The final draft of the addendum will be provided for Authority review no later than close of business December 7, 2018. Within two (2) business days of receiving the Authority's comments, Cornerstone will overnight a hardcopy of the final version of the report to the Authority and NJDEP in addition to emailing a PDF of the addendum.

Terms and Conditions/Approval

This work will be governed in accordance with the enclosed Cornerstone General Terms and Conditions.

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.

Julie Acton
November 27, 2018
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Sincerely,

CORNERSTONE ENVIRONMENTAL GROUP, LLC


Arie P. Kremen, Ph.D.
Client Manager

Encl: Terms & Condition
Schedule of Charges

cc: Lodie van Tonder, SCIA
Mark Swyka

This proposal and all enclosures have been reviewed and are hereby agreed to and approved. The enclosed Terms and Conditions are accepted and become a binding part of this agreement.

Salem County Improvement Authority
Addendum to Closure Plan in Support of Exposed Geomembrane Cover

By _____

Date _____

Name _____
(please print)

Title _____

100 Crystal Run Road, Suite 101, Middletown, NY 10941
Phone: 845-695-0200 – Fax: 877-845-1456

2018 SCHEDULE OF CHARGES

PERSONNEL CHARGES

<u>Professional</u>	<u>Rate Per Hour</u>
Senior Project Manager/Technical Review.....	\$130 - 300/hr
Senior Project Staff/Project Manager	\$100 - 160/hr
Project Staff.....	\$60 - 140/hr

Technical

CAD Operator/Designer	\$75 - 140/hr
Field Technician/Field Manager	\$50 - 135/hr

Support Services

Administrative	\$50 - 115/hr
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Depositions and expert witness testimony, including preparation time, will be charged at 150% - 200% of the above rates.

Travel time will be charged in accordance with the above rates, up to a maximum of 8 hours per day.

OUTSIDE SERVICES

Charges for special outside services, equipment, and facilities not furnished directly by Cornerstone will be billed at cost plus 15%.

COMMUNICATIONS

The cost of communications including telephone charges, facsimile, postage and routine copying costs will be charged at a flat rate of 3% of total gross labor charges.

DIRECT CHARGES

Reproduction (letter & legal) - black and white, per sheet.....	\$ 0.10
Reproduction (letter & legal) - color, per sheet	\$ 1.25
CAD Plots/Reproduction – black and white, per square foot	\$ 0.35
CAD Laser Plots – black and white/color, per square foot.....	\$ 2.00
Auto per mile.....	Current government rate
Pickup truck per day	\$ 125.00

PAYMENT

Monthly invoices are to be paid within 30 days from invoice date. Interest on late payments will be charged at a rate of 18% per annum.

CORNERSTONE ENVIRONMENTAL GROUP, LLC

GENERAL TERMS AND CONDITIONS

PROFESSIONAL RESPONSIBILITY. Cornerstone Environmental Group, LLC, a State of New York limited liability company ("Cornerstone") and a wholly owned subsidiary of Tetra Tech, Inc., 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, generator, person who arranges for disposal, transporter or storer, as those terms or any other similar terms are used in any federal state 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 negligent 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 nor 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 REUSE. 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 reuser'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 be governed by the rules and laws of the State of New York without regard to any conflict of laws principles.