

ULSTER COUNTY RESOURCE RECOVERY AGENCY

RESOLUTION NO. 2470

RE: Appointment of Cornerstone Engineering, Geology and Land Surveying, PLLC to Develop a Local Solid Waste Management Plan

WHEREAS, the Ulster County Resource Recovery Agency (the "Agency") is engaged in Solid Waste Management and Recycling in Ulster County, and

WHEREAS, the Ulster County Resource Recovery Agency (the "Agency") requires the service of an experienced professional engineering firm to develop a Local Solid Waste Management Plan (LSWMP) which covers the ten year period from 2020 through 2029, and

WHEREAS, the Agency Board has conducted a review and analysis of the firm supplying such professional engineering services to implement said plan, and

WHEREAS, it is the intention of the Agency to enter into an agreement with Cornerstone, PLLC to prepare such plan (LSWMP) in accordance with the proposal letter annexed hereto,

NOW, THEREFORE, BE IT

RESOLVED, that Ulster County Resource Recovery Agency does hereby authorize and approve the appointment of Cornerstone, PLLC as the firm supplying professional engineering services to develop a LSWMP under the terms of the agreement attached, and be it

FURTHER RESOLVED, that this Resolution shall take effect immediately.

Moved by: _____ Seconded by: _____

Vote: Ayes _____ Nays _____ Absent _____

Date: January 30, 2019

Financial Impact: \$115,000.00



100 Crystal Run Road, Suite 101, Middletown, NY 10941
T 877.294.9070 | F 877.845.1456 | W www.cornerstoneeg.com

January 18, 2019

Timothy Rose
Executive Director
Ulster County Resource Recovery Agency
999 Flatbush Road
Kingston, NY 12402

Re: UCRRA Local Solid Waste Management Plan
Alternate Proposal No. 2 - Preparation of a New LSWMP

Dear Mr. Rose:

Cornerstone Engineering, Geology and Land Surveying, PLLC (Cornerstone) is pleased to provide the Ulster County Resource Recovery Agency (UCRRA or Agency) with this proposal for professional engineering services to develop a Local Solid Waste Management Plan (LSWMP) which covers the 10-year period from 2020 through 2029.

UCRRA has a history of being proactive and innovative with its solid waste management program and Cornerstone understands that UCRRA intends to use this new LSWMP as an opportunity to evaluate and enhance its existing programs to enable UCRRA to make better use of its resources and increase recycling and diversion efforts. Our vision of the new LSWMP is to not only create a valuable planning tool for the future of solid waste but to bring new waste handling practices and technology to the planning unit.

Cornerstone will work closely with the New York State Department of Environmental Conservation (NYSDEC or Department) to enable the updated LSWMP to align as closely as possible to the guidance of the State Solid Waste Management Plan. The regulatory expectations of solid waste management planning have evolved somewhat since the last major planning effort that UCRRA underwent in 2010. With the issuance of the new solid waste regulations in September 5, 2017, the LSWMP requirements are now included within the regulations. We need to be aware as well that NYSDEC is currently in the process of reviewing the existing State SWMP with the intent of issuing an update in 2020. It is possible that certain aspects of the current State SWMP planning could impact development of the LSWMP to be prepared under this scope of work.

Cornerstone staff members have worked with multiple solid waste planning units in New York State to update their respective LSWMP's in accordance with the most recent update of the State Solid Waste Management Plan. This experience with neighboring planning units will be invaluable while working to revise and update the Agency's LSWMP.

Background and Understanding

UCRRA prepared a Draft LSWMP that was submitted to NYSDEC in 2011. NYSDEC commented on this document and returned their comments almost 7 years later, in April 2018. The comments offered by NYSDEC were general in nature, and as such cannot be directly addressed to produce a complete plan.

UCRRA, NYSDEC and Cornerstone met at the UCRRA offices on Thursday, July 12, 2018. During this meeting NYSDEC offered clarity with respect to both the anticipated contents of the updated plan and, along with the process and time frames, for future review and approval. This was a very productive meeting that now allows us to provide the Agency with this proposal to provide a full re-drafting of the Agency's Draft LSWMP.

On December 27, 2010, the New York State's Solid Waste Management Plan was adopted. Multiple planning units in New York State held existing LSWMPs coming due at about that time requiring review, revision and updating in accordance with the State's new plan. The State's plan, however, did not provide definitive prescriptive guidance on the contents of the LSWMPs to be prepared by solid waste management units around the state. As a result, there was minimal consistency among the plans prepared by the various planning units across the state, the UCRRA Plan notwithstanding.

On September 5, 2017, the 6 NYCRR Part 360 Solid Waste Management Facilities regulations were revised, replaced and enhanced, creating a new Part 360 Series. The new Part 360 Series incorporates the requirements for contents of a LSWMP. The re-drafting of the LSWMP will incorporate the new regulations as well as focus on technologies that have been implemented in the solid waste field over the recent years.

NYSDEC is currently in the process of reviewing and planning an update to the State SWMP. We understand that the Department intends to issue these revisions in 2020. However, since the LSWMP prepared under this scope will be reviewed by some of the Department staff who are actively revising the State SWMP, some of the planned revisions may impact the final content of the UCRRA plan.

Project Scope

The purpose of the LSWMP will be to clearly define how UCRRA currently handles solid waste and to identify plans for the future management of its solid waste and recyclable

materials. The main focus of the LSWMP is the planning for diversion of materials through waste reduction, reuse, and recycling, which would otherwise be sent for disposal with waste-to-energy and landfilling as secondary solutions for those materials which cannot be reused or recycled. This analysis is essential in order to achieve New York State's goals established for recycling and waste reduction. The LSWMP has proven itself to be a necessary and essential element of the integrated solid waste management program in New York State. The updated Plan is expected to address new waste reduction and recycling technologies as well as those currently implemented by UCRRA.

It is envisioned, where applicable, data collected as part of preparation of the LSWMP, will be characterized in tabular form, with brief descriptions necessary to adequately present the data. Based upon our recent meeting with NYSDEC on the LSWMP, they prefer plans that are clear and concise. Data gaps, if any, will be explained in brief detail but may be addressed as a component of the Plan's Implementation Schedule.

Under this scope of work, although an existing Draft LSWMP exists, Cornerstone, while making use of those elements that continue to be applicable, will completely re-draft the LSWMP, addressing NYSDEC comments, addressing 6 NYCRR Part 360 regulation requirements, updating available technology evaluations, and eliminating information that is not required by the regulations and does not contribute significantly to the Plan. These are the most significant differences between this proposal and the requested companion proposal which only addresses the NYSDEC comments and retains the format of the existing Draft LSWMP.

The following tasks have been developed to address the new 6 NYCRR Part 360 Solid Waste Management Facilities regulations.

Project Tasks

Task 1 – Description of Planning Unit

Under Task 1, Cornerstone will analyze the existing Planning Unit (PU) and neighboring PU as well. The municipalities in Ulster County consist of 1 city, 20 towns and 3 villages, all of which Cornerstone will include in this analysis. Cornerstone will address the following topics under this task:

- A description of each municipality, agency or Agency with the PU and a description of each member's role and responsibility
- Population of the PU
- A list of neighboring PUs

- A description of significant or special characteristics within the PU
- A brief summary of the PU activities during the previous 10 years, including successful and unsuccessful implementation activities and changes that have occurred since the last approved LSWMP

Task 2 – Waste Generation and Materials Recovery Data

Under this task, Cornerstone will update the projections of future population, waste generation, and changes to the County which are presented by local officials which may affect any of these characteristics. The projection will include the years 2019 through 2028, the 10-year life of the LSWMP. To complete this effort, we will use the most current available census data from the United States Census Bureau and project mathematically, future growth during the planning period. Projections for future waste generations will be based on the latest edition of EPA's *Municipal Solid Waste Generation, Recycling and Disposal in the United States: Facts and Figures* and current data from the County and the State.

Cornerstone will update the projections of changes to the waste stream, and the effects of the changes on the current and proposed management practices in the County. The projections will reflect any change to the waste streams generated in Ulster County during the next 10-year planning period (2019 through 2028).

Cornerstone will identify anticipated changes planned for the PU, including changes to member municipalities which have entered into intermunicipal agreements with the County, expected residential development, and planned commercial and industrial development. Cornerstone has assumed that this information can be obtained from the County's Planning Department. Cornerstone will discuss generation and projected volumes of the following four main categories of solid waste which include:

- Municipal solid waste (MSW) and recyclables
- Construction and demolition debris (C&D)
- Industrial non-hazardous waste
- Biosolids

Task 3 – Existing Solid Waste Management System

Cornerstone will perform an assessment of the current solid waste management activities undertaken by UCRRA and the capacities of existing solid waste facilities located within the County including public or private existing transfer stations, residential drop-off centers, as well as solid waste facilities currently seeking approval from the NYSDEC. The assessment

of the solid waste management activities will include an evaluation of current waste collection, processing, and disposal practices as well as the recycling programs, diversion techniques, and educational outreach programs. The assessment will also include an evaluation of current enforcement efforts, pricing incentives, local hauler licensing, and agricultural operations managing organics.

Task 4 – Existing Administrative and Financial Structure

Cornerstone will address the existing administrative and financial structure of the PU and assess the strengths and weaknesses of the current structure. An organizational chart will be provided to depict the staff and their respective responsibilities to implement each element of the solid waste management system. The financial structure for the PU relating to costs, revenues and funding mechanisms will be discussed. Laws, regulations, and policies in place related to solid waste management with the PU will be identified.

Task 5 – Alternatives Evaluation and Selection

Under this task, Cornerstone will evaluate various existing technologies being employed in the County and alternative technologies available for the handling of solid waste and recyclable materials. This will include an assessment of alternative solid waste management practices and recyclables recovery programs, an assessment of staffing options, a cost analysis, and neighboring jurisdiction impacts.

The assessment of the practices used for the storage, treatment, and disposal of solid waste in the County will include an evaluation of the various technologies and programs used within the County, the availability of capacity for PU waste, and contractual requirements to access capacity. The assessment will include an evaluation of how incorporating state-of-the-art facilities could save or generate energy, create possible revenue streams, and reducing costs related to the management of solid waste; a review of the sizing and location of the solid waste, based on projected quantities and composition of solid waste and waste generation minimization/recyclables recovery efforts; and the environmental, economic, and social impacts of the different technologies.

Various technologies and programs for the recovery of recyclable materials generated in the County will be reviewed and evaluated with respect to how, as with the handling of the solid waste, the incorporation of state-of-the-art facilities could save or generate energy, increase revenue streams, and reduce costs. Programs which will be evaluated will include, but not be limited to, waste reduction programs, organics collection alternatives for yard and food waste, education and outreach, and the use of incentive based programs to reduce the amount of waste sent for disposal. Alternative technologies used at recyclables, C&D, and sewage sludge processing facilities will be included in this evaluation. The potential

impacts that increased recyclables recovery efforts will have on various solid waste facilities within the County will be evaluated and incorporated into the LSWMP.

Rationale for choosing the selected alternative(s) for implementation during the 10-year planning period will discuss identification of expected qualitative and quantitative impacts, an identification of the administrative, contractual, and financial requirements, and identification of new laws or regulations that may be required to fully implement the selected alternative(s).

Task 6 – Implementation Plan and Schedule

Cornerstone will prepare a detailed implementation schedule for the LSWMP in tabular form. This schedule will present each element of the plan to be implemented during the next 10 years, in addition to identifying intermediate milestones and subtasks. The person or group responsible for carrying out each element, as identified under Task 5, will be listed on the schedule, including the work product to be developed.

As discussed with NYSDEC during our July 12, 2018 meeting, the Implementation Plan is one of the more significant pieces of the overall LSWMP. It is through the Implementation Plan that the timing of future activities to advance reuse, recycling and diversion will be presented and the overall impact in achieving the State's SWMP goals will be measured.

The existing Draft LSWMP includes an Implementation Schedule that is somewhat dated and will need to be refreshed. The technologies reflected in this schedule may or may not need to be updated. Right now, the schedule does not fully address achievement of the State's SWMP goals. So, while we have gauged effort to update in response to comments received, it is likely, upon their review, that NYSDEC will require more information. Addressing NYSDEC requests will be the subject of ongoing dialog with UCRRA and the Department. Cornerstone will alert UCRRA in the event NYSDEC requests result in work beyond this anticipated scope.

Task 7 – Waste Stream Projections

Projections for MSW generated (both quantity and composition) within the planning unit will be created based on 2018 data and projected population rates for the 10-year planning period. Decreasing quantities of MSW generated in the PU managed through thermal treatment and disposal will be discussed if that technology is implemented.

Task 8 – Meetings

Cornerstone will commence the LSWMP update with a kickoff meeting with UCRRA staff and select board members. This will provide a clear understanding of the recent

technologies that have been implemented in the Agency's day to day activities. The meeting will also provide a focus to the future direction, technologies, and goals of the Agency.

Three intermediate meetings are anticipated to be held with UCRRA staff and with NYSDEC to review the progress of the LSWMP and provide clarity to any questions or concerns Cornerstone may have. Meeting with NYSDEC incrementally throughout the preparation of the Plan should help in achieving an approvable plan by the end of the process. However, it should be recognized that receipt of additional comment in the course of the project could result in expansion of the scope and an increase in the overall work effort.

Cornerstone plans to have one interactive meeting with the UCRRA Board/Ulster County Legislative Board to respond to questions, comments or concerns the Board may have regarding the updated LSWMP.

One public hearing meeting will be attended by Cornerstone to present the updated Plan and respond to questions or comments.

Assumptions

- One kickoff meeting will occur with UCRRA staff and select board members at the UCRRA office for the purpose of outlining the Agency's vision and objectives of the Plan for the proposed 10-year planning period.
- Cornerstone will present the LSWMP during one public hearing.
- To the extent that information may be required from municipalities within Ulster County UCRRA will provide Cornerstone with municipal contacts.
- A waste composition study and waste sort is not required by NYSDEC to complete this plan update.
- Cornerstone will provide a draft of the updated Plan to UCRRA and Ulster County Legislators. Our scope of work assumes addressing one round of comments from these Agencies.
- With this scope of work, Cornerstone has included an allowance intended to address one round of comments from the NYSDEC. Since the State SWMP is under review and revision, the magnitude of comments that will be received on the LSWMP is unknown at this time, the allowance is only an estimate and may need to be adjusted once actual comment content is known.

- Cornerstone has assumed that requested information from both UCRRRA and the local municipalities will be provided to our office and file searches have not been included in our proposal.
- Cornerstone has assumed that UCRRRA and local municipalities will provide copies of all laws, rules, regulations, or ordinances which pertain to solid waste management, including recyclables.
- Five reference copies of the Draft LSWMP will be provided to UCRRRA and three copies will be submitted to NYSDEC. After addressing NYSDEC comments, one dozen hard copies and one electronic copy of the final version of the LSWMP will be submitted to UCRRRA.
- In meeting with NYSDEC, Cornerstone has been encouraged to submit individual chapters of the new Plan to NYSDEC as each chapter is prepared so that the Department may review and comment on the individual chapters in advance of receipt of the complete plan. It is Cornerstone's intent to take advantage of this offer. However, it was indicated to us that the review would be "unofficial" and as such, we are uncertain how incremental submittal will impact the overall project scope, project timeline, and project budget.

Timeline

After addressing questions or comments from the UCRRRA Board, the Ulster County Legislative Board, and the public, the draft LSWMP will be submitted to the Department for a completeness review to ensure that all required elements are identified before commencing their review. Written notification of completeness or deficiencies will be provided within 30 calendar days of receipt of the draft. If written notification is not provided within the 30-day time frame, the draft will automatically be considered complete. Cornerstone understands that UCRRRA desires to submit this draft LSWMP to NYSDEC on or before August 31, 2019.

The Department will then review the draft to determine whether it adequately addresses all elements required and provide written notification of approval to the planning unit 120 days after the date the draft was deemed complete. If written notification is not received after 120 days, the draft will automatically be considered approved.

If additional revisions are required to be submitted, the Department has 60 days following the resubmission to deem the draft approvable. Once the draft has been deemed approvable, a Final LSWMP will be submitted along with a resolution of adaption from the planning unit.

The Department will approve the Final LSWMP in writing and the LSWMP will be in effect for the planning unit for the approved 10-year planning period it describes. All submission and approvals are expected to take place within one year from original submission of the draft LSWMP.

Budget

Cornerstone proposes to provide UCRRA with the above stated scope of services on a time and material basis. Based upon our review of the existing LSWMP and the NYSDEC comments, we currently estimate the cost to prepare the updated LSWMP to be \$115,000.

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. As noted elsewhere in this scope of work, each LSWMP is unique and the level and extent of comment that may be offered by NYSDEC either through informal or formal review is uncertain. As a result, the above cost is an estimate; the actual cost to complete the LSWMP may be nominally more or less.

Schedule

Cornerstone is prepared to commence work on this project immediately upon receipt of a signed copy of this proposal. Cornerstone's proposal is valid for sixty (60) days. Estimated time to submit a draft of the LSWMP is 4-6 months from the date of the signed proposal. Provided that this proposal can be authorized by February 1, 2019, it is expected that the final draft of the LSWMP can be submitted to NYSDEC by August 31, 2019.

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.

Timothy Rose
January 18, 2019
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Thank you for the opportunity to continue to support the Ulster County Resource Recovery Agency on your solid waste and environmental projects. Please call Mark Swyka at 845-695-0208 if you have any questions or comments on the enclosed information.

Sincerely,

CORNERSTONE ENGINEERING, GEOLOGY AND LAND SURVEYING, PLLC

A handwritten signature in black ink, appearing to read 'Mark Swyka'.

Mark A. Swyka, P.E.
Vice President

A handwritten signature in black ink, appearing to read 'John Giuliano'.

John Giuliano
Environmental Scientist

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.

Ulster County Resource Recovery Agency

By _____

Date _____

Name _____
(please print)

Title _____

CORNERSTONE ENGINEERING, GEOLOGY AND LAND SURVEYING, PLLC

GENERAL TERMS AND CONDITIONS

PROFESSIONAL RESPONSIBILITY. Cornerstone Engineering, Geology and Land Surveying, PLLC, a State of New York professional limited liability company ("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, 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, incidental, 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.