

COOPERATIVE PROJECT AGREEMENT

I. Title of Project: "Joint U.S. Public Health Service-Tennessee Valley Authority Composting Project, Johnson City, Tennessee," hereinafter referred to as "the Project."

II. Parties to the Agreement:

A. U.S. Public Health Service, Washington, D.C., hereinafter referred to as "PHS."

B. Tennessee Valley Authority, Chattanooga, Tennessee, hereinafter referred to as "TVA."

C. City of Johnson City, Tennessee, hereinafter referred to as "the City."

III. Term of Agreement: This agreement shall be of full force and effect for a period of 7 years from the date of execution hereof, unless sooner terminated in accordance with the provisions of this agreement. This agreement may be renewed upon mutual agreement of the parties hereto.

IV. The parties hereby agree that the purpose of the project, which includes the design, construction and operation of a composting plant in Johnson City, Tennessee, is to demonstrate the engineering and economic feasibility of producing compost from mixed refuse and raw and digested sewage sludge; to conduct research into the health aspects of the use and processing of such compost and into the commercial and agricultural use and acceptability of the finished product and is not intended as a substitute for the maintenance of adequate sewage treatment facilities and refuse disposal service by the City.

V. The parties further agree as follows:

A. The City agrees—

1. To furnish, without cost to the other parties hereto, a site of approximately ten acres adjacent to the City sewage treatment plant, for the construction of the composting plant, which site is more particularly described in appendix "A" which is attached hereto and made a part hereof.

2. To furnish without cost to PHS and TVA, such road easements and utility rights-of-way as PHS and TVA may determine to be necessary for the use of the aforementioned site for the project.

3. To permit PHS and TVA access to such City property as necessary in connection with the conduct of the project.

4. To deliver to the compost plant such normal mixed refuse and special wastes as available from its refuse collection system in such amounts and at such times as PHS and TVA may request.

5. To deliver to the compost plant such raw sludge and such digested or partially digested sludge, in such amounts as may be available from its sewage treatment plant, and at such times as PHS and TVA may request.

6. To permit PHS and TVA to use City laboratory facilities at the City sewage treatment plant to the extent the City determines that such use will not interfere with its own use of the laboratory.

7. To remove from the compost plant upon request any solid, semi-solid or raw materials and processed or partially processed compost within 24 hours and to dispose of all such materials.

8. To accept at no charge to PHS and TVA all waste water (including sanitary sewage, effluent from sludge thickening and other compost plant processes, and wash water) from the compost plant, piping and pumping to be by PHS and TVA.

9. To maintain and operate at no cost to PHS and TVA such City property, buildings, equipment and facilities as may be required for the continued operation of the compost plant.

10. To furnish such other facilities and services as it can readily provide that may be requested by PHS and TVA.

B. TVA agrees, subject to the provisions of paragraph V, section C and without cost to the City—

1. To design a compost plant, including all buildings, structures and appurtenances thereto, to meet the following requirements. The plant shall be of the windrow type and which will have a rated capacity of 10 tons per hour of mixed refuse and up to 2,500 gallons per hour of sewage sludge. The plant shall be designed to be capable of providing maximum dependability of service and of providing information on comparative operation of individual units of processing equipment. The composting plant shall be designed so as to be capable of performing the following functions: (a) shredding to increase active surface area of processed material, (b) moisture control by