

adding water or dry material, and (c) mixing to uniformly compost all the material being treated. The composting plant shall be equipped with necessary materials handling equipment, including receiving hopper, plate conveyor, belt conveyors, magnetic separators, sewage sludge thickener, rasping machine, hammermill, and windrow placing and turning machinery. The composting plant shall be capable of producing processed refuse, formed into windrows, approximately five feet high and seven feet wide at the base, to undergo decomposition. The processing equipment will be housed in a modular sheet metal industrial type building with concrete footings and concrete slab floor.

The composting plant shall provide for active composting to take place in unprotected windrows, but with a covered curing and storage building in which to complete the decomposition, dry, and store the finished compost. This temporary building will be near the processing building, will be roofed to protect compost from rain, and will be high enough to permit the entrance and maneuvering of dump trucks and front-end loaders.

Office, laboratory and visitor reception space on the site will be provided in a building of temporary construction.

2. To submit to PHS plans and specifications for a compost plant which meets the requirements of subsection 1 above, together with the estimated cost of construction of such plant.

3. To construct, operate, and maintain a compost plant in accordance with plans approved therefor by PHS.

4. To conduct studies, research, experiments and investigations of the feasibility of commercial and agricultural use of the compost produced.

5. To remove at the termination of this agreement all buildings, structures and appurtenances erected for the project, unless said buildings, structures and appurtenances are otherwise disposed of with the approval of the City and of PHS and in accordance with applicable Federal requirements for the disposal of Government property in effect at the time of termination.

C. PHS agrees:

1. To pay TVA for costs incurred in the design, construction, maintenance and operation of the compost plant and such costs as may be incurred in the removal of the compost plant.

2. To pay to the City the increased costs incurred by the City for its sewage and refuse disposal services resulting from the City's obligations under this agreement and such costs as may be incurred by the City pursuant to paragraph V, section A, subsection 10, if such increased costs are substantiated by actual cost data submitted by the City.

3. To conduct health-oriented studies, research, investigations and experiments relating to: (a) the composting process and the compost produced, and (b) the efficient and economic operation of the compost plant.

VI. The parties hereto further mutually agree:

A. That the compost plant will be located on a ten acre site adjacent to the City sewage treatment works near Johnson City, Tennessee, which site is more particularly described in appendix "A" hereof.

B. That this agreement may be terminated by mutual agreement of all parties hereto, or upon 180 days notice by PHS and TVA to the City of the intention of PHS and TVA to terminate this agreement.

C. That the project shall be referred to in all publications, press releases, signs, etc. as a "Joint U.S. Public Health Service-Tennessee Valley Authority Composting Project, Johnson City, Tennessee."

D. That all funds expended by the City in connection with this project will be accounted for in such a manner as deemed necessary by Federal auditors.

E. That obligations assumed hereunder shall be subject to the availability of funds for such purposes.

F. That the terms and conditions herein set forth, may, at any time hereunder be changed or modified by supplemental agreement with mutual consent of the parties concerned.

G. That the data collected will be the property of and will be used as deemed appropriate by PHS and TVA. All proposed publications by parties hereto of the data, or evaluations thereof developed in this project will be transmitted to the other parties hereto for review and comment a reasonable period of time in advance of proposed publication data.