

LETTER OF AGREEMENT
BETWEEN
WEST VALLEY FIRE DISTRICT No. 1
AND
WEST VALLEY DEMONSTRATION PROJECT

By and among the West Valley Fire District No. 1 (Fire District), the Department of Energy, West Valley Demonstration Project (DOE-WVDP), the New York State Energy Research and Development Authority (NYSERDA), and CH2M HILL ▪ B&W West Valley, LLC (CHBWV), as DOE-WVDP's Prime Contractor, hereby agree as follows:

1. The Fire District shall ensure around-the-clock availability of emergency services to the West Valley Demonstration Project (WVDP) and associated facilities, including but not limited to, firefighting, medical, rescue and other such emergency services as may be available from the West Valley Fire District.
2. Emergency services shall be provided through volunteer/paid organization(s) as deemed appropriate by the Fire District, and/or as provided for by law.
3. The Fire District shall ensure that all emergency services personnel are adequately trained as mandated by applicable federal, state, and local laws to maintain required proficiency, thereby ensuring the readiness of personnel to effectively respond to and mitigate potential or actual emergency situations. All training, if required by law, shall be conducted by individuals recognized by cognizant governing agencies (federal, state, county or industry experts).
4. The Fire District shall ensure that appropriate personnel safety equipment is provided, and that such equipment is required to be used/worn during all emergency, drill, or training situations.
5. The Fire District agrees to maintain all equipment (personnel safety, tools, vehicles, etc.) in good working order in order to ensure the safety of response personnel.
6. The Fire District agrees that all support from WVDP shall be allocated for training and safety-related equipment, thereby ensuring the highest level of safety and protection for emergency responders.
7. The WVDP agrees to support the Fire District to the extent permitted by law, subject to the annual DOE budgeting process. The amount of support is subject to change and shall be agreed upon annually. Nothing herein shall be construed to imply that the same level of funding will, at a later date, be available.
8. The funds provided under this agreement are appropriated funds intended to benefit and serve public needs. The Fire District shall not charge any public entity, including but not limited to municipalities, state, federal, volunteer organizations, for use of any equipment or services provided which were acquired/provided with these funds.
9. WVDP and NYSERDA agree to familiarize emergency responders with the properties of radioactive materials and other hazardous substances handled at the WVDP and the State

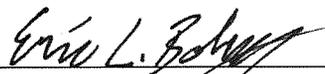
Licensed Disposal Area (SDA). Emergency responders will be provided an opportunity each year for a site review, tour and drill.

10. In the event of an incident at WVDP or the SDA resulting in a loss to the Fire District, the liability of DOE-WVDP or NYSERDA hereunder is limited to the equipment that is damaged or destroyed, assuming appropriations are available at the time such contingency arises. Nothing herein shall be construed to imply that Congress or the State Legislature will, at a later date, appropriate funds sufficient to meet deficiencies.

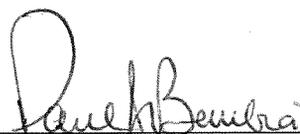
CHBWV, Prime Contractor, agrees to assist DOE-WVDP in carrying out the terms of this agreement as requested by DOE-WVDP and to the extent permitted by CHBWV's contract with DOE-WVDP.

Upon request, the Fire District agrees to provide DOE-WVDP with a detailed statement of how the previous Fiscal Year's funds were spent.

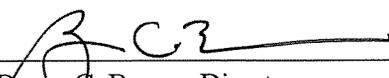
This agreement shall be effective on the date last signed below and remain in effect (funding level excluded) until canceled by any party giving each of the other parties at least 60 days written notice of their intent to cancel this agreement. Nothing in this agreement shall be construed to affect execution of agreements established with the West Valley Volunteer Hose Company.


Eric Boberg, Chairman
Board of Fire Commissioners
West Valley Fire District No. 1

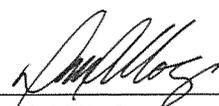
Dated: 9-28-12


Paul J. Benbia, Program Director
New York State Energy Research and Development
Authority WVDP

Dated: 11/6/2012


Bryan C. Bower, Director
U. S. Department of Energy
West Valley Demonstration Project

Dated: 11-07-2012


Daniel W. Coyne
President and General Manager
CH2M HILL • B&W West Valley, LLC

Dated: 5/28/2012