



Bristol-Myers Squibb Emergency Services

Station 27 & Squad 127

PO Box 4000 • Princeton, NJ 08543-4000 • 609.252.5600

EMERGENCY ASSISTANCE AGREEMENT

BRISTOL-MYERS SQUIBB COMPANY EMERGENCY SERVICES LAWRENCEVILLE (STATION 27) & HOPEWELL (STATION 57)

AND

HOPEWELL TOWNSHIP BOARD OF FIRE COMMISSIONERS

It is the intent of this Emergency Assistance Agreement (“Agreement”) to make emergency services, manpower, and equipment from Bristol-Myers Squibb Company (“BMS”) available to Hopewell Township Fire District No.1 as needed when municipal resources are not available, or when emergency services organizations from the Hopewell Township Fire District No.1 or its contractors and/or partner organizations is involved in an incident involving fire/hazardous materials/technical rescue/emergency medical services, etc., other than on a BMS property. Neither party shall be held liable if the aforementioned BMS Emergency Services, personnel or equipment are unavailable for any reason.

Section 1. Principal Parties

The principal parties of this Agreement shall be BMS and the Hopewell Township Board of Fire Commissioners.

It is the intent of this Agreement not to create any beneficial third party rights as a result of this Agreement between the principal parties.

Section 2. Requests for aid.

Requests for aid from BMS shall be directed to an Authorized Representative of the BMS Emergency Services via BMS Regional Security Monitoring Center at 609-818-3333, or through Mercer County Central Communications.

Section 3. Service to be provided.

The parties shall provide the following services under this Agreement:

A. BMS

BMS will respond to off-site emergency incidents upon the request of the Township Fire Department officer-in-charge-at the incident scene (“OIC”), or as an automatic response as part of Task Force 801 (Mercer County Technical Rescue Operations Team). The following equipment may be provided by BMS:

1. Special Services 27 and/or 57 (hazardous materials response equipment, technical rescue equipment, cascade system, lighting, etc., accompanied by sufficiently qualified BMS employees to support the requested operations (e.g. a driver, operator, safety officer, and/or technical rescue officer)).
2. Ambulance at the request of Mercer County Central Emergency Services Communication Center or emergency services organizations from the Hopewell Township Fire District No.1 or its contractors and/or partner organizations
3. Utility 27 (4 x 6 Gator equipped with a Med Bed)
4. Mass Decontamination unit (located at the BMS North Brunswick facility)



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5. Engine 18 (2000 gpm, 300 gallon foam, 65' Snozzle-located at the BMS North Brunswick facility)

B. Hopewell Township

Upon request, the emergency services organizations from the Hopewell Township Fire District No.1 or its contractors and/or partner organizations will respond with emergency equipment to any emergency incident at BMS.

Section 4. Training.

It is agreed by both parties that personnel representing BMS, will be trained and qualified in the use and implementation of the BMS emergency response apparatus and its equipment. If use of any specific piece of apparatus or equipment requires special instruction such special instructions shall be provided.

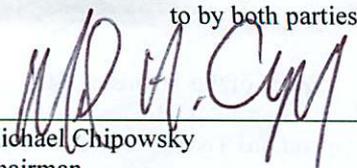
Section 5. Liability

Hopewell Township Board of Fire Commissioners agree to indemnify, defend, and hold harmless BMS from all losses, damages, and expenses as a result of a claim by a third party against BMS for property damage or personal injury (including death) where such damage or injury was caused by the servants, agents or employees of emergency services organizations from the Hopewell Township Fire District No.1 or its contractors and/or partner organizations or at the direction of the OIC. However, no provision of this Agreement shall deprive either party of the immunities and protection from liability as provided by law, including any federal statute, state statute, or local ordinance.

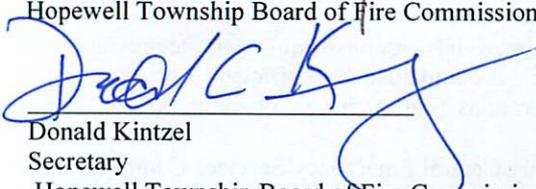
BMS agrees that it has and will continue to have vehicle insurance and Worker's Compensation Insurance coverage in the minimum statutory amounts.

Section 6. Continuation/Modification.

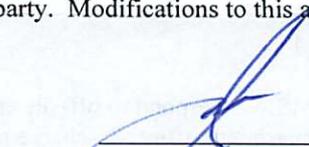
This Agreement shall remain in force unless canceled by either party. Said cancellation shall be in writing with two months notice to the other party. Modifications to this agreement shall be agreed to by both parties and shall be in writing.



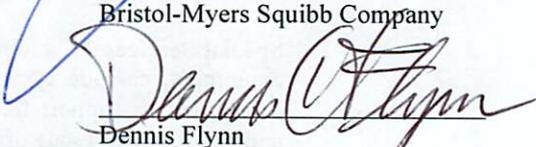
Michael Chipowsky
Chairman
Hopewell Township Board of Fire Commissioners



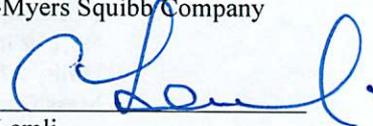
Donald Kintzel
Secretary
Hopewell Township Board of Fire Commissioners



John A. Welling, III
Director EHS & Emergency Services
Bristol-Myers Squibb Company



Dennis Flynn
Director, Facilities
Bristol-Myers Squibb Company



Anton Lemli
Executive Director, Facilities Operations



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