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Title: State Director
Series: GS 0486
Grade: 13/5
Salary: \$104,559

Name: Lisa Spinelli
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Series: GS 0560
Grade: 9/6
Salary: \$62,414

Name: Dawn Golden
Title: Program Support Assistant
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Name: Adam Randall
Title: Wildlife Biologist
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Grade: 9/1
Salary: \$53,500

Wildlife Services

Protecting People
Protecting Agriculture
Protecting Wildlife

New Jersey



USDA Resolves Wildlife Conflicts in New Jersey

Every day, residents, industries, organizations and agencies call on Wildlife Services (WS) in New Jersey for help in protecting agriculture, human health and safety, natural resources, and property from damage or threats posed by wildlife. WS' professional wildlife biologists respond with effective, selective, and humane strategies to resolve wildlife conflicts. New Jersey's diverse ecological mix of urban and suburban settings and agricultural, forested, and coastal environments provides wildlife habitats amongst the nation's highest human population density.

WS works to protect human health and property at airports, schools, parks, recreation areas, and other locations throughout the State. It protects agricultural resources from crop depredation and guards natural resources from wildlife damage. WS personnel also educate the public about wildlife and wildlife damage management. Specific projects conducted by WS in New Jersey include protecting rare and threatened birds from predation; sampling and monitoring for wildlife-borne disease; managing damage caused by waterfowl, blackbirds, and other wildlife; and reducing safety hazards at airports.

Applying Science & Expertise to Wildlife Challenges

WS offers information, advice, equipment, and materials that enable many people to resolve wildlife conflicts on their own. Often, this technical assistance can be provided over the phone. WS also provides on-site expertise, or direct assistance, to manage complex wildlife problems that cannot be safely resolved by others. To support this effort, WS conducts scientific research across the Nation to develop answers to new problems posed by wildlife and to ensure WS services benefit from the latest science and technology.

Protecting Agricultural Crops from Bird Damage—Bird damage in the Garden State includes resident Canada geese damage to pastures, berries, grains, vegetables, and sod; black and turkey vulture damage to livestock; and blackbird damage at dairies. WS assists farmers in acquiring permits and provides guidance on the use and effectiveness of harassment, farming practice adaptations, and habitat modifications.

Protecting Dairies and Feedlots—WS helps reduce blackbird and starling damage at dairies and feedlots coordinated with local officials, farmers, State agencies, and Rutgers Cooperative Extension. Technical assistance includes recommendations for exclusion and cultural practice modification. Direct assistance can include harassment, trapping, and population management.

Protecting Health and Safety—Protection of human health and safety from wildlife damage and threats is the largest component of WS in New Jersey. Technical and operational assistance focuses on management of wildlife hazards to aviation and Canada goose damage, and surveillance for wildlife-borne diseases.

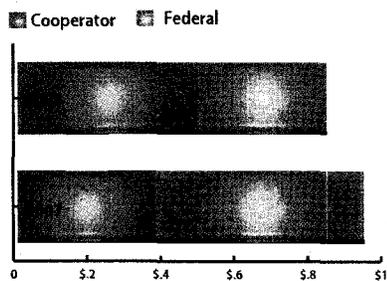
Protecting Human Health and Safety at Airports—Wildlife/aircraft strikes cause more than \$625 million in damage to U.S. civil aviation annually. In New Jersey, many wildlife species are increasing in abundance and distribution and pose unacceptable safety hazards. Statewide, WS biologists assist airports with wildlife hazard management training, conduct on-airport wildlife management consultations, develop wildlife hazard assessments and management plans, and implement programs to protect public and aviation safety.

WS has conducted an integrated wildlife hazard management program at Atlantic City International Airport (ACY) since 1989 and assists many NJ airports in FAA compliance and permit acquisition. Stationed at ACY, WS trains airport personnel and they develop wildlife hazard management patrols. They develop and monitor the mowing plan, collect and manage bird strike information, conduct threatened and endangered species monitoring, and monitors bird hazards associated with waste management. The partnership ensures rare species are not harmed.

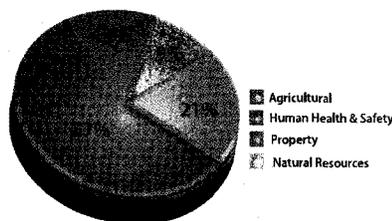
Major Cooperators

- U.S. Fish and Wildlife Service
- New Jersey Division of Fish and Wildlife
- Federal Aviation Administration
- U.S. Coast Guard
- New Jersey Departments of Agriculture and Health and Senior Services
- New Jersey Meadowlands Commission
- Rutgers University
- South Jersey Transportation Authority
- Municipal and County Health Departments

Total Funding (Millions)



Resources Protected % of Total Funds



United States Department of Agriculture
Animal and Plant Health Inspection Service

Protecting Human Health and Safety from Canada Geese—

New Jersey supports the greatest density of resident Canada geese on the East Coast, estimated at 82,000 birds. People enjoy seeing some geese, but overabundance results in excessive goose feces, landscape damage due to overgrazing, and aggressive goose attacks on people. WS implements Canada goose damage management based on agreements and support from public agencies, law enforcement, and property owners. Each year, WS assists more than 400 New Jersey residents with goose-related problems through technical advice, removal of goose nests, harassment and behavior modification programs, and local population management. In some cases, biological sampling is conducted by WS through partnerships with State agencies and universities, to investigate potential heavy metal contaminants, bacterial pathogens such as shigella and E. coli, and wildlife-born diseases such as avian influenza.

Partnering to Investigate Wildlife Disease Issues—An oral rabies vaccination (ORV) program has been conducted in Cape May County since 1991, the longest continually running ORV program in the Nation. Almost a half-million baits containing vaccine have been distributed. Raccoons that eat the baits become vaccinated. Since 2002, WS has partnered with NJ State agencies to evaluate the program's effectiveness and conduct rabies surveillance in three counties. County funding for ORV bait drops, was lost in early 2009, but WS will continue surveillance through FY 2010.

WS participates in the national surveillance for highly pathogenic avian influenza H5N1 in wild migratory birds and coordinated a multi-agency partnership among Federal, State, and private agencies to collect samples from shorebirds, waterfowl, and the environment. Since 2003, WS has cooperated in testing harvested deer for chronic wasting disease (CWD), a fatal neurological disease in deer and elk. To date, all tests have been negative, indicating the State is free of CWD.

Since 2008, WS has partnered with other agencies to conduct population and disease surveillance of feral swine. Nine feral swine were captured and tested for classical swine fever, pseudorabies, and swine brucellosis, with negative results.

Conserving Rare, Threatened, and Endangered Birds—New Jersey's 150-mile-long coastline has potential as valuable habitat for threatened and endangered (T&E) shorebirds. Wildlife competition, predation, and suburban shore community development can be detrimental. WS protects the State endangered piping plover (Federally threatened) and least tern at three coastal sites. It coordinates interagency meetings on predation management in order to increase involvement, operational support and enhanced communications for T&E programs. Participation of private organizations with State and Federal agencies will improve programs to ensure continuation of these rare species in New Jersey.

WS biologists at the ACY conduct T&E species monitoring surveys to identify the number and location of nesting upland sandpipers (State endangered) and grasshopper sparrows (State threatened). The data are used in airport operation decisions and bird hazard management activities, which contributes to species conservation by reduced bird/aircraft strikes involving rare birds.

Protecting Rare Habitats from Depredation—WS conducts management to reduce Canada goose damage on restored wetlands in the New Jersey Meadowlands complex and on a rare native wild rice ecosystem on the Maurice River. Integrated goose damage management programs are implemented through partnerships with State agencies, private organizations, and citizens.

Protecting Property—WS New Jersey provides technical recommendations to those experiencing wildlife damage to property and assists in obtaining Federal permits to reduce property damage associated with migratory birds, especially Canada geese, snow geese, and gulls. WS biologists demonstrate the use of specialized methods, including pyrotechnics, night-vision equipment, remote-controlled vehicles, and laser devices to detect and harass birds away from damage sites.

Protecting Property from Vulture Damage—Bird surveys indicate increasing State populations of both turkey and black vultures. New Jersey citizens report damage to decks, rooftops, automobiles, and other property due to accumulation of feces and other activities. WS offers technical advice, assists in requirements of the Federal permit process, and implements vulture harassment projects.

Looking to the Future

WS provides New Jersey with safe, effective, and humane assistance for a diverse and expanding range of wildlife conflicts, but some people continue to experience wildlife damage problems. Assessing wildlife conflicts and implementing appropriate management requires expertise and resources beyond the reach of some citizens. New Jersey's large population of resident Canada geese will pose increased challenges as will the increasing populations of deer, gulls, vultures and other species posing threats to airports. Public health situations, such as that posed by West Nile virus, may emerge and challenge wildlife managers and public health officials.

New Jersey Wildlife Services Funding

In addition to receiving federally-allocated funds, WS receives money from cooperators who have a vested interest in the program: producers, airports, private individuals, businesses, and other Federal, State, and local government agencies. In most cases, these cooperators need help to resolve wildlife damage problems or they play a role in wildlife damage management.

Top 5 Major Assistance Activities:

- Protecting property and public health and safety from damage associated with Canada geese
- Protecting civil and military aviation from wildlife strikes
- Managing agricultural damage caused by blackbirds and starlings
- Protecting rare, threatened, and endangered birds from predation
- Partnering with other agencies to monitor wildlife diseases

Top 3 WS Research Projects of Interest to New Jersey:

- Defining and reducing wildlife hazards to aviation
- Evaluating waterfowl as disease, parasite, and noxious weed reservoirs
- Managing wildlife transmission of rabies and other diseases

Land Involved In This Summary

Land Type	Uom	Total	Person-day-visits
COUNTY OR CITY LAND	ACRE	401,958	116
FISH AND WILDLIFE SRVC	ACRE	8,540	31
OTHER FEDERAL LAND	ACRE	7,924	288
OTHER PUBLIC LAND	ACRE	112,165	245
PRIVATE LAND	ACRE	7,888	370
STATE LAND	ACRE	5,589,347	126
		Total	
		6,127,822	

Agreement/Property Summary

Total Agreements/Properties Worked: 319/337
 Total Person-day-visits: 1123

Employee Summary - Total includes converted Hobbs

	FIELD WORK	AERIAL	OUTREACH	admin LEAVE	ADMIN	TOTAL
	hrs : mins	hobbs	hrs : mins	hrs : mins	hrs : mins	hrs : mins
<u>Anderson, Wendy</u>	129 : 00		23 : 00		401 : 15	553 : 15
<u>Boggs, Chris</u>	885 : 40		20 : 30		177 : 30	1,083 : 40
<u>Dunnock, Carl</u>	48 : 30				5 : 00	53 : 30
<u>Eusi, Mario</u>	40 : 00				16 : 00	56 : 00
<u>Golden, Dawn</u>					4 : 00	4 : 00
<u>Jones, Matthew</u>	28 : 15				11 : 15	39 : 30
<u>Kim, Gurlavich</u>	951 : 33		12 : 00		242 : 45	1,206 : 18
<u>Lett, Daniel</u>	1,032 : 44		6 : 00		165 : 35	1,204 : 19
<u>Majors, William Edward</u>	50 : 30					50 : 30
<u>Mastantuono, Jenny</u>	680 : 55		16 : 00		40 : 00	736 : 55
<u>Randall, Adam</u>	454 : 30				233 : 30	688 : 00
<u>Rein, Nicole</u>	939 : 35		1 : 00		110 : 00	1,050 : 35
<u>Russell, Kyle</u>	57 : 45					57 : 45
<u>Woolford, Michael</u>	42 : 30				10 : 00	52 : 30
Total	5,341 : 27	0.0	78 : 30	0 : 00	1,416 : 50	6,836 : 47

Take Summary

Target Intentional

	Killed Euthanized	Captured	Relocated	Removed Destroyed	Freed Released	Dispersed	Surveyed	Immobilized	Collared
Beavers									
traps, body grip	3								
Total	3								
Blackbirds, Red-Winged									
firearms	31					25			
pyrotechnics (all)						45			
traps, other	39					2			
Total	70					72			
Cowbirds, Brown-Headed									
firearms	62					30			
pyrotechnics (all)						360			
Total	62					390			
Coyotes									
snare, neck	5								
Total	5								
Crows, American									
pyrotechnics (all)						89			
vehicles (all) (planes, boats,						40			
Total						129			
Deer, White-Tailed (Captive)									
bait station							32		
firearms	39								
Total	39						32		
Doves, Mourning									
firearms	76					153			
pyrotechnics (all)						349			
traps, other	23								
vehicles (all) (planes, boats,						32			
Total	99					534			
Ducks, Mallards									
pyrotechnics (all)						11			

vehicles (all) (planes, boats,						6			
Total						17			
<u>Ducks, Mallards EGG</u>									
hand tools						3			
handcaught/gathered						10			
Total						13			
<u>Ducks, Mallards NEST</u>									
hand tools						1			
handcaught/gathered						1			
Total						2			
<u>Falcons, American Kestrels</u>									
pyrotechnics (all)						8			
traps, other					1				
Total					1	8			
<u>Falcons, Peregrine</u>									
pyrotechnics (all)						1			
Total						1			
<u>Fowl, Pea</u>									
handcaught/gathered					1				
Total					1				
<u>Foxes, Red</u>									
snare, neck	12								
Total	12								
<u>Geese, Canada</u>									
boat						165	65		
car/truck						58	1,056		
firearms	468					802	66		
hand tools							53		
nets, cannon/rocket	28					27			
paint balls						40			
pyrotechnics (all)						40			
traps, drive/corral	1,461								
vehicles (all) (planes, boats,						78			
Total	1,957					1,210	1,240		
<u>Geese, Canada EGG</u>									
hand tools						2,710			
Total						2,710			
<u>Geese, Canada NEST</u>									

<u>hand tools</u>				<u>554</u>				
Total				554				
<u>Geese, Feral</u>								
<u>traps, drive/corral</u>	<u>4</u>							
Total	4							
<u>Geese, Feral EGG</u>								
<u>hand tools</u>				<u>27</u>				
Total				27				
<u>Geese, Feral NEST</u>								
<u>hand tools</u>				<u>2</u>				
Total				2				
<u>Grackles, Common</u>								
<u>firearms</u>	<u>4</u>							
<u>handcaught/gathered</u>	<u>5</u>							
<u>vehicles (all) (planes, boats,</u>						<u>12</u>		
Total	9					12		
<u>Grackles, Common NEST</u>								
<u>hand tools</u>				<u>1</u>				
<u>handcaught/gathered</u>				<u>1</u>				
Total				2				
<u>Gulls, Herring</u>								
<u>handcaught/gathered</u>	<u>12</u>							
<u>pyrotechnics (all)</u>						<u>14</u>		
Total	12					14		
<u>Gulls, Herring EGG</u>								
<u>handcaught/gathered</u>				<u>9</u>				
Total				9				
<u>Gulls, Herring NEST</u>								
<u>handcaught/gathered</u>				<u>3</u>				
Total				3				
<u>Gulls, Laughing</u>								
<u>pyrotechnics (all)</u>						<u>8</u>		
<u>vehicles (all) (planes, boats,</u>						<u>5</u>		
Total						13		
<u>Gulls, Ring-Billed</u>								
<u>pyrotechnics (all)</u>						<u>60</u>		

Total						60			
<u>Hawks, Cooper'S</u>									
<u>pyrotechnics (all)</u>						1			
Total						1			
<u>Hawks, Harrier, Northern (Marsh Hawks)</u>									
<u>electronic harassment devices</u>						1			
<u>pyrotechnics (all)</u>						25			
<u>vehicles (all) (planes, boats,</u>						2			
Total						28			
<u>Hawks, Red-Tailed</u>									
<u>electronic harassment devices</u>						2			
<u>pyrotechnics (all)</u>						25			
<u>vehicles (all) (planes, boats,</u>						3			
Total						30			
<u>Hawks, Rough-Legged</u>									
<u>pyrotechnics (all)</u>						2			
Total						2			
<u>Hogs, Feral</u>									
<u>firearms</u>	1								
Total	1								
<u>Killdeers</u>									
<u>firearms</u>	64					48			
<u>pyrotechnics (all)</u>						20			
<u>vehicles (all) (planes, boats,</u>						22			
Total	64					90			
<u>Killdeers EGG</u>									
<u>handcaught/gathered</u>					4				
Total					4				
<u>Killdeers NEST</u>									
<u>handcaught/gathered</u>					1				
Total					1				
<u>Larks, Horned</u>									
<u>pyrotechnics (all)</u>						15			
<u>vehicles (all) (planes, boats,</u>						35			
Total						50			

<u>Meadowlarks, Eastern</u>									
<u>pyrotechnics (all)</u>									29
Total									29
<u>Muskrats</u>									
<u>traps, body grip</u>	4								
Total	4								
<u>Opossums, Virginia</u>									
<u>traps, cage</u>	9								
Total	9								
<u>Ospreys EGG</u>									
<u>handcaught/gathered</u>			2						
Total			2						
<u>Ospreys NEST</u>									
<u>handcaught/gathered</u>			1						
Total			1						
<u>Owls, Short-Eared</u>									
<u>pyrotechnics (all)</u>									9
Total									9
<u>Plovers, Black-Bellied</u>									
<u>pyrotechnics (all)</u>									693
<u>vehicles (all) (planes, boats,</u>									25
Total									718
<u>Raccoons</u>									
<u>snares, neck</u>	5								
<u>traps, cage</u>	8								
Total	13								
<u>Robins, American</u>									
<u>vehicles (all) (planes, boats,</u>									1
Total									1
<u>Sandpipers, Upland</u>									
<u>pyrotechnics (all)</u>									2
Total									2
<u>Skunks, Striped</u>									
<u>traps, cage</u>	2								
Total	2								
<u>Sparrows, House/English</u>									

<u>traps, other</u>	8							
Total	8							
<u>Starlings, European</u>								
<u>firearms</u>	39				209			
<u>handcaught/gathered</u>	7							
<u>pyrotechnics (all)</u>					1,390			
<u>traps, other</u>	873							
<u>vehicles (all) (planes, boats,</u>					110			
Total	919				1,709			
<u>Starlings, European EGG</u>								
<u>handcaught/gathered</u>				5				
Total				5				
<u>Starlings, European NEST</u>								
<u>handcaught/gathered</u>				2				
Total				2				
<u>Swallows, Barn</u>								
<u>firearms</u>	8				25			
<u>hand tools</u>	1							
<u>pyrotechnics (all)</u>					160			
<u>vehicles (all) (planes, boats,</u>					24			
Total	9				209			
<u>Swallows, Barn NEST</u>								
<u>hand tools</u>				1				
<u>handcaught/gathered</u>				3				
Total				4				
<u>Swallows, Tree</u>								
<u>firearms</u>	10				5			
<u>pyrotechnics (all)</u>					227			
<u>vehicles (all) (planes, boats,</u>					60			
Total	10				292			
<u>Swans, Mute</u>								
<u>boat</u>					6	0		
<u>car/truck</u>						588		
<u>firearms</u>	57				45	7		
Total	57				51	595		
<u>Turkeys, Wild</u>								
<u>firearms</u>	2							
<u>paint balls</u>					5			
<u>pyrotechnics (all)</u>					10			

Total	2					15		
<u>Vultures, Black</u>								
car/truck						49		
effigy, vulture						45		
firearms	4							
pyrotechnics (all)						85		
Total	4					130	49	
<u>Vultures, Turkey</u>								
car/truck						45		
effigy, vulture						45		
firearms	3					8		
pyrotechnics (all)						92		
vehicles (all) (planes, boats,						3		
Total	3					148	45	
<u>Whimbrels</u>								
pyrotechnics (all)						1		
Total						1		
Bottom Line Total	3,377		5	3,338		5,975	1,961	

Target Un-Intentional

no take data of this type.

Non-Target Un-Intentional

	Killed Euthanized	Captured	Relocated	Removed Destroyed	Freed Released	Dispersed	Surveyed	Immobilized	Collared
<u>Deer, White-Tailed (Wild)</u>									
snare, neck					1				
Total					1				
<u>Ducks, Gadwall</u>									
firearms	1								
Total	1								
<u>Turtles, Common Snapping</u>									
traps, body grip	1								
Total	1								
Bottom Line Total	2				1				

Damage Summary

Loss Reported

Resource	Species	Damage	WTs (Occurs)	Proj Starts	Loss	Value
AGRICULTURE						
Aquaculture						
fish, trout, z-(other)	cormorants, double-crested	damage threat	<u>1</u>	1	1 in	<u>\$0</u>
fish, trout, z-(other)	gulls, ring-billed	damage threat	<u>1</u>	1	1 in	<u>\$0</u>
fish, trout, z-(other)	herons, great blue	damage threat	<u>2</u>	2	2 in	<u>\$0</u>
Aquaculture Sub Total			4	4	4 in	\$0
Field Crops						
beans, soybeans	geese, canada	damage (other)	<u>3</u>	2	40 acre 2 ea	<u>\$34,500</u>
beans, soybeans	geese, canada	damage threat	<u>8</u>	8	8 in	<u>\$0</u>
grains, corn (field)	geese, canada	damage threat	<u>1</u>	1	1 in	<u>\$0</u>
grains, corn (sweet)	geese, canada	damage (other)	<u>1</u>	1	1 ea	<u>\$10,000</u>
grains, rye	geese, canada	damage (other)	<u>2</u>	1	300 acre 1 ea	<u>\$87,001</u>
grains, rye	geese, canada	damage threat	<u>6</u>	6	6 in	<u>\$0</u>
grains, wheat	geese, canada	damage (other)	<u>3</u>	1	120 acre 1 ea	<u>\$35,000</u>
grains, wheat	geese, canada	damage threat	<u>15</u>	15	15 in	<u>\$0</u>
grains, wheat	geese, snow, greater	damage threat	<u>3</u>	3	3 in	<u>\$0</u>
grasses/sod	geese, canada	damage threat	<u>1</u>	1	1 in	<u>\$0</u>
grasses/sod	geese, snow, greater	damage threat	<u>1</u>	1	1 in	<u>\$0</u>
hayfields, alfalfa	geese, canada	damage threat	<u>1</u>	1	1 in	<u>\$0</u>
hayfields, mixed species	geese, canada	damage (other)	<u>1</u>	1	1 ea	<u>\$5,000</u>
hayfields, mixed species	geese, canada	damage threat	<u>1</u>	1	1 in	<u>\$0</u>
lettuce	geese, canada	damage (other)	<u>1</u>	1	1 ea	<u>\$2,500</u>
spinach	geese, canada	damage threat	<u>2</u>	2	2 in	<u>\$0</u>
Field Crops Sub Total			50	50	460 acre 7 ea 39 in	\$174,001
Fruits & Nuts						
bushes, blueberry	gulls, laughing	damage threat	<u>1</u>	1	1 in	<u>\$0</u>
fruit, blueberries	gulls, laughing	damage (other)	<u>1</u>	1	1 ea	<u>\$60,000</u>
fruit, blueberries	gulls, laughing	damage threat	<u>2</u>	2	2 in	<u>\$0</u>
fruit, cranberries	geese, canada	damage (other)	<u>2</u>	1	1 ea 1 in	<u>\$10,000</u>
fruit, cranberries	gulls, laughing	damage (other)	<u>1</u>	1	1 ea	<u>\$25,000</u>
fruit, cranberries	swans, tundra	damage (other)	<u>1</u>	1	1 in	<u>\$2,000</u>

fruit, grapes/muscadines	turkeys, wild	damage threat	1	1	1 in	\$0
Fruits & Nuts Sub Total			9	9	3 ea 6 in	\$97,000
Livestock						
sheep (lambs)	coyotes	predation	1	1	1 in	\$150
Livestock Sub Total			1	1	1 in	\$150
Other						
feed, livestock	starlings, european	damage threat	1	1	1 in	\$0
feedlot grain	starlings, european	damage threat	1	1	1 in	\$0
Other Sub Total			2	2	2 in	\$0
Range/Pasture						
pasture	geese, canada	damage threat	2	2	2 in	\$0
pasture	geese, snow, greater	damage threat	1	1	1 in	\$0
Range/Pasture Sub Total			3	3	3 in	\$0
AGRICULTURE Sub Total			69	69	460 acre 10 ea 55 in	\$271,151
HEALTH SAFETY						
Human Health & Safety						
hlth/sfty, human (aviation)	blackbirds, z-(mixed species)	damage threat	3	3	3 in	\$0
hlth/sfty, human (aviation)	cormorants, double-crested	damage threat	1	1	1 in	\$0
hlth/sfty, human (aviation)	deer, white-tailed (wild)	damage threat	9	9	9 in	\$0
hlth/sfty, human (aviation)	ducks, mallards	damage threat	11	11	11 in	\$0
hlth/sfty, human (aviation)	egrets, great	damage threat	1	1	1 in	\$0
hlth/sfty, human (aviation)	geese, brant, atlantic	damage threat	2	2	2 in	\$0
hlth/sfty, human (aviation)	geese, canada	damage threat	42	42	42 in	\$0
hlth/sfty, human (aviation)	geese, canada	wildlife strike(aircraft)	2	1	1 ea 1 in	\$75,000
hlth/sfty, human (aviation)	gulls, black-backed, greater	damage threat	4	4	4 in	\$0
hlth/sfty, human (aviation)	gulls, herring	damage threat	12	12	12 in	\$0
hlth/sfty, human (aviation)	gulls, laughing	damage threat	8	8	8 in	\$0
hlth/sfty, human (aviation)	gulls, ring-billed	damage threat	9	9	9 in	\$0
hlth/sfty, human (aviation)	herons, great blue	damage threat	2	2	2 in	\$0
hlth/sfty, human (aviation)	killdeers	damage threat	2	2	2 in	\$0
hlth/sfty, human (aviation)	martins, purple	damage threat	1	1	1 in	\$0
	meadowlarks, eastern	damage threat	2	2	2 in	\$0

hlth/sfty, human (aviation)						
hlth/sfty, human (aviation)	no species	damage threat	<u>2</u>	2	2 in	\$0
hlth/sfty, human (aviation)	pigeons, feral (rock)	damage threat	<u>1</u>	1	1 in	\$0
hlth/sfty, human (aviation)	sandpipers, upland	damage threat	<u>4</u>	4	4 in	\$0
hlth/sfty, human (aviation)	starlings, european	damage threat	<u>4</u>	4	4 in	\$0
hlth/sfty, human (aviation)	turkeys, wild	damage threat	<u>2</u>	2	2 in	\$0
hlth/sfty, human (aviation)	vultures, black	damage threat	<u>1</u>	1	1 in	\$0
hlth/sfty, human (aviation)	vultures, turkey	damage threat	<u>3</u>	3	3 in	\$0
hlth/sfty, human (other transporta	geese, canada	damage threat	<u>3</u>	3	3 in	\$0
hlth/sfty, human (other transporta	starlings, european	damage threat	<u>1</u>	1	1 in	\$0
hlth/sfty, human z-(general)	bears, black	nuisance	<u>1</u>	1	1 in	\$0
hlth/sfty, human z-(general)	beavers	damage threat	<u>1</u>	1	1 in	\$0
hlth/sfty, human z-(general)	bird, unidentifiable	disease threat avian influenza	<u>5</u>	5	5 in	\$0
hlth/sfty, human z-(general)	bird, unidentifiable	nuisance	<u>1</u>	1	1 in	\$0
hlth/sfty, human z-(general)	blackbirds, z-(mixed species)	disease threat avian influenza	<u>2</u>	2	2 in	\$0
hlth/sfty, human z-(general)	bobcats	disease threat rabies	<u>1</u>	1	1 in	\$0
hlth/sfty, human z-(general)	crows, american	damage threat	<u>1</u>	1	1 in	\$0
hlth/sfty, human z-(general)	ducks, mallards	damage threat	<u>1</u>	1	1 in	\$0
hlth/sfty, human z-(general)	ducks, mallards	disease threat avian influenza	<u>3</u>	3	3 in	\$0
hlth/sfty, human z-(general)	ducks, wood	disease threat avian influenza	<u>3</u>	3	3 in	\$0
hlth/sfty, human z-(general)	finches, house	disease threat avian influenza	<u>1</u>	1	1 in	\$0
hlth/sfty, human z-(general)	geese, canada	damage threat	<u>43</u>	43	43 in	\$0
hlth/sfty, human z-(general)	geese, canada	nuisance	<u>20</u>	20	20 in	\$0
hlth/sfty, human z-(general)	gulls, herring	nuisance	<u>2</u>	2	2 in	\$0
hlth/sfty, human z-(general)	gulls, ring-billed	damage threat	<u>2</u>	2	2 in	\$0
hlth/sfty, human z-(general)	jays, blue	nuisance	<u>1</u>	1	1 in	\$0

hlth/sfty, human z-(general)	raccoons	disease threat rabies	1	1	1 in	\$0
hlth/sfty, human z-(general)	robins, american	disease threat avian influenza	1	1	1 in	\$0
hlth/sfty, human z-(general)	skunks, striped	nuisance	1	1	1 in	\$0
hlth/sfty, human z-(general)	sparrows, house/english	disease threat avian influenza	1	1	1 in	\$0
hlth/sfty, human z-(general)	squirrels, eastern gray	damage threat	1	1	1 in	\$0
hlth/sfty, human z-(general)	starlings, european	disease threat lice, all	1	1	1 in	\$0
hlth/sfty, human z-(general)	swallows, tree	damage threat	2	2	2 in	\$0
hlth/sfty, human z-(general)	turkeys, wild	damage threat	1	1	1 in	\$0
hlth/sfty, human z-(general)	turkeys, wild	disease threat avian influenza	1	1	1 in	\$0
hlth/sfty, human z-(general)	turkeys, wild	nuisance	1	1	1 in	\$0
hlth/sfty, human z-(general)	vultures, black	damage threat	1	1	1 in	\$0
hlth/sfty, human z-(general)	vultures, black	nuisance	5	5	5 in	\$0
hlth/sfty, human z-(general)	vultures, turkey	damage threat	1	1	1 in	\$0
hlth/sfty, human z-(general)	vultures, turkey	nuisance	7	7	7 in	\$0
Human Health & Safety Sub Total			245	245	1 ea 244 in	\$75,000
HEALTH_SAFETY Sub Total			245	245	1 ea 244 in	\$75,000
NATURAL RESOURCE						
Fisheries						
fish, z-(other)	ducks, mallards	damage threat	1	1	1 in	\$0
Fisheries Sub Total			1	1	1 in	\$0
Forestry (Natr. Resrc)						
trees, seedlings nr	deer, white-tailed (wild)	damage threat	2	2	2 in	\$0
Forestry (Natr. Resrc) Sub Total			2	2	2 in	\$0
Other Natural Resources						
designated natural areas	deer, white-tailed (wild)	damage threat	2	2	2 in	\$0
designated natural areas	hogs, feral	damage threat	2	2	2 in	\$0
watershed	geese, canada	damage (other)	3	1	23 ea 1 in	\$107,700
watershed	geese, canada	damage threat	8	8	8 in	\$0
wetlands	geese, canada	damage (other)	1	1	1 ea	\$26,252
wetlands	geese, canada	damage threat	6	6	6 in	\$0
Other Natural Resources Sub Total			22	22		\$133,952

					24 ea 19 in	
Threatened/Endangered Wildlife (Fed)						
birds, plovers, piping (t/e)	foxes, red	damage threat	1	1	1 in	\$0
Threatened/Endangered Wildlife (Fed) Sub Total			1	1	1 in	\$0
Wildlife						
birds, ducks, wild (other)	non-wildlife	damage threat	1	1	1 in	\$0
birds, swans, wild (all)	non-wildlife	damage threat	1	1	1 in	\$0
birds, z-(other)	raccoons	damage threat	1	1	1 in	\$0
birds, z-(other)	skunks, striped	damage threat	1	1	1 in	\$0
Wildlife Sub Total			4	4	4 in	\$0
NATURAL RESOURCE Sub Total			30	30	24 ea 27 in	\$133,952
PROPERTY						
Equipment						
aircraft	coyotes	damage threat	1	1	1 in	\$0
aircraft	deer, white-tailed (wild)	damage threat	1	1	1 in	\$0
aircraft	doves, mourning	damage threat	1	1	1 in	\$0
aircraft	foxes, red	damage threat	1	1	1 in	\$0
aircraft	geese, canada	damage threat	11	11	11 in	\$0
aircraft	killdeers	damage threat	1	1	1 in	\$0
aircraft	starlings, european	damage threat	1	1	1 in	\$0
Equipment Sub Total			17	17	17 in	\$0
Landscaping, Turf & Gardens						
golf courses	geese, canada	damage (other)	5	5	5 ea	\$49,500
golf courses	geese, canada	damage threat	12	12	12 in	\$0
recreational areas (other) **	geese, brant, atlantic	damage threat	1	1	1 in	\$0
recreational areas (other) **	geese, canada	damage threat	1	1	1 in	\$0
trees, standing/shrubs	deer, white-tailed (wild)	damage threat	2	2	2 in	\$0
turf and/or flowers	geese, canada	damage (other)	3	3	3 ea	\$120,000
turf and/or flowers	geese, canada	damage threat	9	9	9 in	\$0
Landscaping, Turf & Gardens Sub Total			33	33	8 ea 25 in	\$169,500
Other Property						
beaches	geese, canada	damage threat	2	2	2 in	\$0
food items, non-human *	starlings, european	damage (other)	1	1	1 ea	\$1,940
food items, non-human *	starlings, european	damage threat	2	2	2 in	\$0
property (general)	beavers	damage threat	15	15	15 in	\$0
property (general)	bird, unidentifiable	damage threat	1	1	1 in	\$0
property (general)	catbirds, gray	damage threat	1	1	1 in	\$0
property (general)	cormorants,	damage threat	1	1	1 in	\$0

	double-crested					
property (general)	coyotes	damage threat	1	1	1 in	\$0
property (general)	deer, white-tailed (captive)	damage threat	3	3	3 in	\$0
property (general)	deer, white-tailed (wild)	damage threat	4	4	4 in	\$0
property (general)	ducks, feral	damage threat	2	2	2 in	\$0
property (general)	ducks, mallards	damage threat	1	1	1 in	\$0
property (general)	geese, canada	damage (other)	44	44	121 ea	\$1,255,965
property (general)	geese, canada	damage threat	252	252	252 in	\$0
property (general)	geese, canada	droppings	2	2	2 ea	\$5,500
property (general)	geese, feral	damage threat	1	1	1 in	\$0
property (general)	geese, snow, greater	damage threat	1	1	1 in	\$0
property (general)	gulls, black-backed, greater	damage threat	1	1	1 in	\$0
property (general)	gulls, herring	damage threat	3	3	3 in	\$0
property (general)	gulls, laughing	damage threat	1	1	1 in	\$0
property (general)	gulls, ring-billed	damage threat	1	1	1 in	\$0
property (general)	herons, great blue	damage threat	1	1	1 in	\$0
property (general)	jays, blue	damage threat	1	1	1 in	\$0
property (general)	marmots/woodchucks (all)	damage threat	1	1	1 in	\$0
property (general)	mockingbirds, northern	damage threat	1	1	1 in	\$0
property (general)	muskrats	damage (other)	1	1	1 5hundred	\$3,200
property (general)	muskrats	damage threat	6	6	6 in	\$0
property (general)	ospreys	damage (other)	2	1	2 ea	\$80,000
property (general)	ospreys	damage threat	4	4	4 in	\$0
property (general)	pigeons, feral (rock)	damage threat	5	5	5 in	\$0
property (general)	rabbits, cottontail	damage threat	1	1	1 in	\$0
property (general)	raccoons	damage threat	4	4	4 in	\$0
property (general)	squirrels, eastern gray	damage threat	2	2	2 in	\$0
property (general)	starlings, european	damage threat	6	6	6 in	\$0
property (general)	turkeys, wild	damage threat	9	9	9 in	\$0
property (general)	vultures, black	damage (other)	3	3	3 ea	\$7,876
property (general)	vultures, black	damage threat	7	7	7 in	\$0
property (general)	vultures, turkey	damage (other)	7	7	7 ea	\$10,046
property (general)	vultures, turkey	damage threat	22	22	22 in	\$0
property (general)	woodpeckers, downy	damage threat	6	6	6 in	\$0
Other Property Sub Total			429	428	1 5hundred 136 ea 369 in	\$1,364,527
Structures						
airport runways/taxiways	gulls, herring	damage threat	2	2	2 in	\$0
airport runways/taxiways	marmots/woodchucks (all)	damage threat	2	2	2 in	\$0
buildings, non-residential	marmots/woodchucks (all)	damage threat	2	2	2 in	\$0
buildings, non-residential	starlings, european	damage threat	1	1	1 in	\$0

buildings, residential	gulls, herring	damage threat	1	1	1 in	\$0
buildings, residential	raccoons	damage threat	2	2	2 in	\$0
buildings, residential	squirrels, flying (all)	damage threat	1	1	1 in	\$0
buildings, residential	vultures, turkey	damage threat	1	1	1 in	\$0
swimming pools	ducks, feral	damage threat	1	1	1 in	\$0
swimming pools	ducks, mallards	damage threat	2	2	2 in	\$0
Structures Sub Total			15	15	15 in	\$0
PROPERTY Sub Total			494	493	1 5hundred 144 ea 426 in	\$1,534,027
Total			838	837	1 5hundred 460 acre 179 ea 752 in	\$2,014,130

Loss Verified

Resource	Species	Damage	WTs (Occurs)	Proj Starts	Loss	Value
HEALTH_SAFETY						
Human Health & Safety						
hlth/sfty, human (aviation)	geese, canada	wildlife strike(aircraft)	1	1	1 in	\$400,000
hlth/sfty, human (aviation)	martins, purple	wildlife strike(aircraft)	1	1	2 ea	\$0
Human Health & Safety Sub Total			2	2	2 ea 1 in	\$400,000
HEALTH_SAFETY Sub Total			2	2	2 ea 1 in	\$400,000
Total			2	2	2 ea 1 in	\$400,000

Distinct Species/Resource Conflict Counts by Form Type

Total distinct TA Species/Resource conflicts: 146

Total distinct DC (all non TA) Species/Resource conflicts: 92

Samples Summary

Species/Disease	Sample Type	Samples
ducks, american black Total Sampled 31		
avian influenza	swab, oral+cloacal combined	31
Total Samples		31
ducks, bufflehead Total Sampled 79		

avian influenza	swab, oral+cloacal combined	79
Total Samples		79
ducks, gadwall Total Sampled 1		
avian influenza	swab, oral+cloacal combined	1
Total Samples		1
ducks, long-tailed Total Sampled 10		
avian influenza	swab, oral+cloacal combined	10
Total Samples		10
ducks, mallards Total Sampled 120		
avian influenza	swab	52
avian influenza	swab, oral+cloacal combined	68
Total Samples		120
ducks, merganser common Total Sampled 3		
avian influenza	swab, oral+cloacal combined	3
Total Samples		3
ducks, merganser, hooded Total Sampled 10		
avian influenza	swab, oral+cloacal combined	10
Total Samples		10
ducks, merganser, red-breasted Total Sampled 9		
avian influenza	swab, oral+cloacal combined	9
Total Samples		9
ducks, ruddy Total Sampled 15		
avian influenza	swab, cloacal, wet	1
avian influenza	swab, oral+cloacal combined	14
avian influenza	swab, oral, wet	1
Total Samples		16
ducks, scaup, greater Total Sampled 19		
avian influenza	swab, oral+cloacal combined	19
Total Samples		19
ducks, scaup, lesser Total Sampled 10		
avian influenza	swab, oral+cloacal combined	10
Total Samples		10
ducks, scoter, surf Total Sampled 1		
avian influenza	swab, oral+cloacal combined	1
Total Samples		1
ducks, teal, green-winged Total Sampled 87		
avian influenza	swab, oral+cloacal combined	87
Total Samples		87

ducks, wigeon, american Total Sampled 3		
avian influenza	swab, oral+cloacal combined	3
Total Samples		3
ducks, wood Total Sampled 10		
avian influenza	swab, oral+cloacal combined	10
Total Samples		10
dunlins Total Sampled 18		
avian influenza	swab, oral+cloacal combined	18
Total Samples		18
geese, brant, atlantic Total Sampled 131		
avian influenza	swab, oral+cloacal combined	131
Total Samples		131
geese, canada Total Sampled 395		
avian influenza	blood, plasma	12
avian influenza	blood/serum	268
avian influenza	swab, oral+cloacal combined	127
disease (non-specific)	blood/serum	28
disease (non-specific)	parasite/insect	12
disease (non-specific)	tissue	27
Total Samples		474
geese, snow, greater Total Sampled 4		
avian influenza	swab, cloacal, dry	4
avian influenza	swab, oral, dry	4
Total Samples		8
hogs, feral Total Sampled 13		
classical swine fever	blood/serum	6
classical swine fever	tissue	8
classical swine fever	tissue, tonsil	2
disease (non-specific)	tissue	2
Total Samples		18
no species Total Sampled 840		
avian influenza	fecal, external, environmental	840
Total Samples		840
sanderlings Total Sampled 50		
avian influenza	swab	50
Total Samples		50
sandpipers, western Total Sampled 4		
avian influenza	swab	4
Total Samples		4

<u>swans, mute</u> Total Sampled 9		
disease (non-specific)	blood, whole, red-top	5
disease (non-specific)	blood/serum	3
disease (non-specific)	tissue	3
disease (non-specific)	tissue, tongue	6
Total Samples		17
Total Bottom Line		1969

TA/Outreach by Species Summary

Species	1=consultation, personal, 2=consultation, written/telephone, 3=consultation, hotline, 4=instructional session, 5=radio/tv personal appearance, 6=radio/tv public service announcement, 7=newspaper/periodical article, 8=exhibit, 9=bait distribution program, 10=information transfer, ws, 11=info. transfer, gen. wildlife management, 12=site visit, 13=web hits													Total	Parties	Leaflets
	1	2	3	4	5	6	7	8	9	10	11	12	13			
<u>bears, black</u>		1												1	1	
<u>beavers</u>		14										1		15	24	14
<u>bird, unidentifiable</u>		7												7	7	
<u>blackbirds, z-(mixed species)</u>		2										1		3	3	
<u>bobcats</u>		1												1	1	
<u>catbirds, gray</u>										1				1	1	22
<u>cormorants, double-crested</u>		2								1				3	3	24
<u>coyotes</u>		1										1		2	3	
<u>crows, american</u>		1												1	1	
<u>deer, white-tailed (captive)</u>	1	1										1		3	5	
<u>deer, white-tailed (wild)</u>		9		1				1				4		15	185	321
<u>doves, mourning</u>										1				1	1	22
<u>ducks, feral</u>		3												3	3	
<u>ducks, mallards</u>		11								1		3		15	16	28
<u>ducks, wood</u>												3		3	4	4
<u>egrets, great</u>		1												1	1	
<u>finches, house</u>		1												1	1	
<u>foxes, red</u>		1										1		2	2	
<u>geese, brant, atlantic</u>		2										1		3	4	3
<u>geese, canada</u>	7	444		3	1			2		1	1	29		488	1,271	2,039
<u>geese, feral</u>		1												1	1	
<u>geese, snow, greater</u>		5								1				6	6	26
<u>gulls, black-backed, greater</u>		4								1				5	5	22
<u>gulls, herring</u>		18								1		1		20	20	28
<u>gulls, laughing</u>		13		3						1				17	71	26
<u>gulls, ring-billed</u>		12								1				13	13	24

<u>herons, great blue</u>		4								1				5	5	26
<u>hogs, feral</u>				2										2	5	
<u>jays, blue</u>		1								1				2	2	22
<u>killdeers</u>		2								1				3	3	22
<u>marmots/woodchucks (all)</u>		2										3		5	11	2
<u>martins, purple</u>	1	1												2	3	
<u>meadowlarks, eastern</u>	2													2	12	
<u>mockingbirds, northern</u>										1				1	1	22
<u>muskrats</u>		7												7	9	9
<u>non-wildlife</u>		2												2	2	
<u>ospreys</u>		4										1		5	5	2
<u>pigeons, feral (rock)</u>		4										2		6	7	
<u>rabbits, cottontail</u>		1												1	1	9
<u>raccoons</u>		5					1					2		8	518	50
<u>robins, american</u>		1												1	1	
<u>sandpipers, upland</u>	3	1												4	26	
<u>skunks, striped</u>		1										1		2	11	
<u>sparrows, house/english</u>		1												1	1	
<u>squirrels, eastern gray</u>		3												3	3	
<u>squirrels, flying (all)</u>		1												1	1	
<u>starlings, european</u>	1	12										4		17	1,248	535
<u>swallows, tree</u>		2												2	2	
<u>swans, tundra</u>		1												1	2	2
<u>turkeys, wild</u>		13												13	13	1
<u>vultures, black</u>		15								1	1			17	19	55
<u>vultures, turkey</u>		39								1	1			41	44	36
<u>woodpeckers, downy</u>		6										2		8	8	20
Total	15	684	0	7	3	0	0	4	0	16	1	63	0	793	3,616	3,416

*9 distinct instructional sessions (which can contain more than one species or no species indicated).

TA/Outreach by Employee Summary

	1=consultation, personal, 2=consultation, written/telephone, 3=consultation, hotline, 4=instructional session, 5=radio/tv personal appearance, 6=radio/tv public service announcement, 7=newspaper/periodical article, 8=exhibit, 9=bait distribution program, 10=information transfer, ws, 11=info. transfer, gen. wildlife management, 12=site visit, 13=web hits													Total	Parties	Leaflets
	1	2	3	4	5	6	7	8	9	10	11	12	13			
<u>Anderson, Wendy</u>		1						2			1			4	1,220	475
<u>Boggs, Chris</u>	7	52		2	2							14		77	153	7
<u>Kim, Gurlavich</u>		69		2								7		78	78	44
<u>Lett, Daniel</u>	6	479								1		22		508	576	1,486
<u>Mastantuono, Jenny</u>				2										2	42	
<u>Randall, Adam</u>		12										2		14	15	4
<u>Rein, Nicole</u>					1							1		2	2	
<u>Russell, Kyle</u>												2		2	2	

Total	13	613	0	6	3	0	0	2	0	1	1	48	0	687	2,088	2,016
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Chemicals Summary

CHEMICALS: EPA-REGULATED

Component	Reg. Num.	Use Type	Qty	Uom	WTs
drc-1339-feedlots	56228-10	applied/used	46	g	1
gas cartridge, large	56228-21	applied/used	5	ea	1

CHEMICALS: EXPLOSIVE

Component	Use Type	Qty	Uom	WTs
pyrotechnics (all)	applied/used	382	ea	90

CHEMICALS: I/E DRUGS

no I/E DRUGS chemical data.

CHEMICALS: NON-REGULATED

Component	Use Type	Qty	Uom	WTs
prebait	applied/used	770	lb	43

BIOLOGICS

no BIOLOGICS chemical data.

Equipment Loaned/Distributed/Sold Summary

no data.

Conflict Project Start Button Summary

Resource	Species	Proj Start Button	WTs (Occurs)
aircraft	coyotes	1	2
aircraft	deer, white-tailed (wild)	1	2
aircraft	doves, mourning	1	1
aircraft	foxes, red	1	1
aircraft	geese, canada	11	20

aircraft	gulls, laughing	0	1
aircraft	killdeers	1	1
aircraft	starlings, european	1	1
airport runways/taxiways	gulls, herring	2	2
airport runways/taxiways	marmots/woodchucks (all)	2	2
beaches	geese, canada	2	2
beans, soybeans	geese, canada	11	11
birds, ducks, wild (other)	non-wildlife	1	1
birds, plovers, piping (t/e)	coyotes	0	34
birds, plovers, piping (t/e)	foxes, red	1	35
birds, plovers, piping (t/e)	opossums, virginia	0	23
birds, plovers, piping (t/e)	raccoons	0	39
birds, plovers, piping (t/e)	skunks, striped	0	5
birds, swans, wild (all)	non-wildlife	1	1
birds, z-(other)	raccoons	1	1
birds, z-(other)	skunks, striped	1	1
buildings, non-residential	marmots/woodchucks (all)	2	2
buildings, non-residential	starlings, european	1	1
buildings, residential	gulls, herring	1	1
buildings, residential	raccoons	2	2
buildings, residential	squirrels, flying (all)	1	1
buildings, residential	vultures, turkey	1	1
bushes, blueberry	gulls, laughing	1	1
designated natural areas	deer, white-tailed (wild)	2	2
designated natural areas	geese, canada	0	40
designated natural areas	hogs, feral	2	26
designated natural areas	swans, mute	0	6
feed, livestock	starlings, european	1	3
feedlot grain	starlings, european	1	1
fish, trout, z-(other)	cormorants, double-crested	1	1
fish, trout, z-(other)	gulls, ring-billed	1	1
fish, trout, z-(other)	herons, great blue	2	2
fish, z-(other)	ducks, mallards	1	1
food items, non-human *	starlings, european	3	3
fruit, blueberries	gulls, laughing	3	3
fruit, cranberries	geese, canada	2	2
fruit, cranberries	gulls, laughing	1	1
fruit, cranberries	swans, tundra	1	1
fruit, grapes/muscadines	turkeys, wild	1	1
golf courses	geese, canada	17	22
grains, corn (field)	geese, canada	1	1
grains, corn (sweet)	geese, canada	1	1
grains, rye	geese, canada	8	8
grains, wheat	geese, canada	18	18
grains, wheat	geese, snow, greater	3	3
grasses/sod	geese, canada	1	1
grasses/sod	geese, snow, greater	1	1
hayfields, alfalfa	geese, canada	1	1
hayfields, mixed species	geese, canada	2	2

hlth/sfty, human (aviation)	blackbirds, red-winged	0	28
hlth/sfty, human (aviation)	blackbirds, z-(mixed species)	3	3
hlth/sfty, human (aviation)	cormorants, double-crested	1	1
hlth/sfty, human (aviation)	cowbirds, brown-headed	0	5
hlth/sfty, human (aviation)	coyotes	0	15
hlth/sfty, human (aviation)	crows, american	0	19
hlth/sfty, human (aviation)	deer, white-tailed (wild)	9	9
hlth/sfty, human (aviation)	doves, mourning	0	47
hlth/sfty, human (aviation)	ducks, mallards	11	13
hlth/sfty, human (aviation)	egrets, great	1	1
hlth/sfty, human (aviation)	falcons, american kestrels	0	6
hlth/sfty, human (aviation)	falcons, peregrine	0	1
hlth/sfty, human (aviation)	fowl, pea	0	1
hlth/sfty, human (aviation)	geese, brant, atlantic	2	2
hlth/sfty, human (aviation)	geese, canada	45	79
hlth/sfty, human (aviation)	grackles, common	0	4
hlth/sfty, human (aviation)	gulls, black-backed, greater	4	4
hlth/sfty, human (aviation)	gulls, herring	12	17
hlth/sfty, human (aviation)	gulls, laughing	8	19
hlth/sfty, human (aviation)	gulls, ring-billed	9	19
hlth/sfty, human (aviation)	hawks, cooper's	0	2
hlth/sfty, human (aviation)	hawks, harrier, northern (marsh hawks)	0	20
hlth/sfty, human (aviation)	hawks, red-tailed	0	19
hlth/sfty, human (aviation)	hawks, rough-legged	0	1
hlth/sfty, human (aviation)	herons, great blue	2	2
hlth/sfty, human (aviation)	killdeers	2	43
hlth/sfty, human (aviation)	larks, horned	0	7
hlth/sfty, human (aviation)	marmots/woodchucks (all)	0	6
hlth/sfty, human (aviation)	martins, purple	2	2
hlth/sfty, human (aviation)	meadowlarks, eastern	2	6
hlth/sfty, human (aviation)	no species	2	2
hlth/sfty, human (aviation)	owls, short-eared	0	3
hlth/sfty, human (aviation)	pigeons, feral (rock)	1	1
hlth/sfty, human (aviation)	plovers, black-bellied	0	10
hlth/sfty, human (aviation)	robins, american	0	1
hlth/sfty, human (aviation)	sandpipers, upland	4	6
hlth/sfty, human (aviation)	sparrows, house/english	0	2
hlth/sfty, human (aviation)	starlings, european	4	126
hlth/sfty, human (aviation)	swallows, barn	0	16
hlth/sfty, human (aviation)	swallows, tree	0	8
hlth/sfty, human (aviation)	turkeys, wild	2	5
hlth/sfty, human (aviation)	vultures, black	1	1
hlth/sfty, human (aviation)	vultures, turkey	3	11
hlth/sfty, human (aviation)	whimbrels	0	1
hlth/sfty, human (other transporta	bird, unidentifiable	0	1
hlth/sfty, human (other transporta	geese, canada	3	3
hlth/sfty, human (other transporta	starlings, european	1	1
hlth/sfty, human (other transporta	turnstones, ruddy	0	2
hlth/sfty, human z-(general)	bears, black	1	1

hlth/sfty, human z-(general)	beavers	1	1
hlth/sfty, human z-(general)	bird, unidentifiable	6	6
hlth/sfty, human z-(general)	blackbirds, z-(mixed species)	2	2
hlth/sfty, human z-(general)	bobcats	1	1
hlth/sfty, human z-(general)	crows, american	1	1
hlth/sfty, human z-(general)	deer, white-tailed (captive)	0	9
hlth/sfty, human z-(general)	ducks, bufflehead	0	1
hlth/sfty, human z-(general)	ducks, mallards	4	8
hlth/sfty, human z-(general)	ducks, ruddy	0	1
hlth/sfty, human z-(general)	ducks, scaup, greater	0	1
hlth/sfty, human z-(general)	ducks, wood	3	6
hlth/sfty, human z-(general)	finches, house	1	1
hlth/sfty, human z-(general)	geese, brant, atlantic	0	2
hlth/sfty, human z-(general)	geese, canada	63	314
hlth/sfty, human z-(general)	geese, feral	0	1
hlth/sfty, human z-(general)	gulls, herring	2	5
hlth/sfty, human z-(general)	gulls, ring-billed	2	2
hlth/sfty, human z-(general)	hogs, feral	0	42
hlth/sfty, human z-(general)	jays, blue	1	1
hlth/sfty, human z-(general)	non-wildlife	0	2
hlth/sfty, human z-(general)	raccoons	1	24
hlth/sfty, human z-(general)	robins, american	1	1
hlth/sfty, human z-(general)	sanderlings	0	1
hlth/sfty, human z-(general)	sandpipers, western	0	1
hlth/sfty, human z-(general)	skunks, striped	1	1
hlth/sfty, human z-(general)	sparrows, house/english	1	5
hlth/sfty, human z-(general)	squirrels, eastern gray	1	1
hlth/sfty, human z-(general)	starlings, european	1	1
hlth/sfty, human z-(general)	swallows, tree	2	2
hlth/sfty, human z-(general)	swans, mute	0	2
hlth/sfty, human z-(general)	turkeys, wild	3	3
hlth/sfty, human z-(general)	vultures, black	6	16
hlth/sfty, human z-(general)	vultures, turkey	8	20
lettuce	geese, canada	1	1
pasture	geese, canada	2	2
pasture	geese, snow, greater	1	1
property (general)	beavers	15	25
property (general)	bird, unidentifiable	1	1
property (general)	catbirds, gray	1	1
property (general)	cormorants, double-crested	1	1
property (general)	coyotes	1	1
property (general)	deer, white-tailed (captive)	3	23
property (general)	deer, white-tailed (wild)	4	4
property (general)	ducks, feral	2	2
property (general)	ducks, mallards	1	1
property (general)	geese, canada	298	391
property (general)	geese, feral	1	3
property (general)	geese, snow, greater	1	1
property (general)	gulls, black-backed, greater	1	1

property (general)	gulls, herring	3	4
property (general)	gulls, laughing	1	1
property (general)	gulls, ring-billed	1	1
property (general)	herons, great blue	1	1
property (general)	jays, blue	1	1
property (general)	marmots/woodchucks (all)	1	1
property (general)	mockingbirds, northern	1	1
property (general)	muskrats	7	14
property (general)	ospreys	5	7
property (general)	pigeons, feral (rock)	5	5
property (general)	rabbits, cottontail	1	1
property (general)	raccoons	4	4
property (general)	squirrels, eastern gray	2	2
property (general)	starlings, european	6	17
property (general)	turkeys, wild	9	9
property (general)	vultures, black	10	11
property (general)	vultures, turkey	29	32
property (general)	woodpeckers, downy	6	8
recreational areas (other) **	geese, brant, atlantic	1	1
recreational areas (other) **	geese, canada	1	3
sheep (lambs)	coyotes	1	1
spinach	geese, canada	2	2
swimming pools	ducks, feral	1	1
swimming pools	ducks, mallards	2	2
trees, seedlings ag	hogs, feral	0	2
trees, seedlings nr	deer, white-tailed (wild)	2	2
trees, standing/shrubs	deer, white-tailed (wild)	2	2
turf and/or flowers	geese, canada	12	17
utilities, z-(other)	ospreys	0	2
watershed	geese, canada	11	15
watershed	swans, mute	0	4
wetlands	geese, canada	7	160
wetlands	swans, mute	0	62

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

0004

12/31/2008

CT-09-00161-52

6. ISSUED BY

CODE

ACT0052-ARA

7. ADMINISTERED BY (if other than item 6)

CODE

ACT052-ARA

FAA WM J HUGHES TECHNICAL CENTER
ACX-052 ACQUISITION SERVICES GROUP
Kim Knight (609)485-4622
ATLANTIC CITY INTL AIRPORT NJ 08405

FAA WM J HUGHES TECHNICAL CENTER
ACX-052 ACQUISITION SERVICES GROUP
Kim Knight (609)485-4622
ATLANTIC CITY INTL AIRPORT NJ 08405

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

US DEPARTMENT OF AGRICULTURE 2
USDA APHIS WS
140-C LOCUST GROVE RD
PITTSWOWN NJ 08867

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
DTFACT-06-X-00011

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

08/25/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required.)

Net Increase: \$113,270.32

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
IAW: Article 8 Funding and Payment

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Incremental funding in the amount of \$113,270.32 is hereby obligated by modification 0004 with twelve months of funding from 01/01/2009 - 12/31/09 to continue providing the Tech Center with Wildlife Services expertise.

From: \$221,903.55 By: \$113,270.32 To : \$335,173.87

09 72 34 0048 IA

All other terms and conditions remain the same.

918 7234 039 \$108,247.75

918 3000 283 \$ 5,022.57

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Charles S. Brown, Regional Director

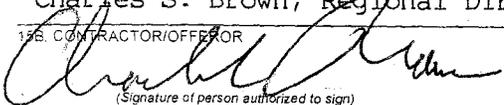
Kim Knight

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

15B. CONTRACT AUTHORITY

16C. DATE SIGNED


(Signature of person authorized to sign)

11/26/09


(Signature of Contracting Officer)

12/31/08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DFACT-06-X-00011/0004

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

US DEPARTMENT OF AGRICULTURE 2

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>LIST OF CHANGES: Total Amount for this Modification: \$113,270.32 New Total Amount for this Version: \$113,270.32 New Total Amount for this Award: \$335,173.87 Obligated Amount for this Modification: \$113,270.32 New Total Obligated Amount for this Award: \$335,173.87 Contracting Officer changed from Lisa Ferrante to Kim Knight Delivery: 01/01/2009 Delivery Location Code: N692225M N692225M 692225 DOT/FAA TECHNICAL CENTER W.J.H. TECHNICAL CENTER ACX-53 T.S.F. BUILDING 305 ATLANTIC CITY ARPRT NJ 08405-0001 US</p> <p>Mark For: (EDIT_MARK_FOR_HERE)</p> <p>Payment: FAA AC ACCTG OFC DOT/FAA AMZ-110 PO BOX 25710 OKLAHOMA CITY OK 73125</p> <p>FOB: Destination Period of Performance: 01/01/2007 to 12/31/2012</p> <p>Add Item 0004 as follows:</p> <p>Provide USDA OTA per Agreement No. DFACT-06-X-00011 for period of performance January 1 through December 31, 2009. Electronic & IT: 03</p> <p>Project Data: 1208CT2889.00.WB4030.CTG531T000.25404.12/04/2008.12082A0080.3A01A0</p> <p>Accounting Info: 12082A0080.2009.8FJF3A01A0.CTG531T000.25404.61006600.0000000000.0000000000.0000000000 .0000000000 acct1: 12082A0080 acct2: 2009 acct3: 8FJF3A01A0 acct4: CTG531T000 acct. 5: 25404 acct6: 61006600 Funded: \$113,270.32</p>				113,270.32

**ATTACHMENT A
WORK PLAN
(Amendment 0004)**

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The purpose of this agreement is to continue to provide the Federal Aviation Administration William J. Hughes Technical Center with wildlife management expertise and on site technical support for environmental programs. Planned USDA, APHIS, Wildlife Services Activities include:

Technical Assistance

- Review development proposals for potential wildlife conflicts and impacts upon FAA programs and facilities.
- Support for the FAA by attending and representing and/or participating at requested meetings or public hearings.
- Assist the FAA in monitoring and data collection of Pinelands, State and Federal listed threatened and endangered species and species of special concern.
- Provide general technical assistance for wildlife control and management in a broad category of activities including wildlife assessments, wildlife control, training, letter reports and general site work.
- Provide support and guidance to the FAA's Superfund program regarding toxicology and ecological risks to wildlife and the environment.
- Develop and conduct investigations and studies for wildlife and environmental issues and concerns.

Supervise Implementation of White-tailed Deer Control Plan

- Serve as Program Manager for the FAA's White-tailed Deer Control Hunt.
- Devise and implement logistical plans, harvest goals, and security requirements for the hunting program.
- Supervise and coordinate all hunting activities with selected hunting organizations and have oversight of all hunting activities on the facility.
- Coordinate and oversee compliance with security and property access requirements.
- Negotiate and coordinate hunting seasons, bag limits and dates with appropriate regulatory agencies, tenants and hunting organizations.

Environmental Compliance

- Serve as Program Manager for the FAA Technical Center's mowing plan and vegetation/habitat management to reduce wildlife conflicts and ensure appropriate management of Pinelands, State and Federal listed threatened and endangered species and species of special concern.
- Develop, review, and/or provide appropriate guidance and support for the development of documents to ensure compliance with NEPA (National Environmental Policy Act).
- Develop, compile, and/or coordinate internal and external project reviews and comment submissions for the Environmental Safety and Security Sub-Team.
- Coordinate or obtain regulatory permits and/or approvals as necessary to accomplish development or environmental plans.
- Negotiate and coordinate environmental compliance issues with internal and external agencies/organizations, tenants, stakeholders and regulatory agencies as required.

Document and Geographical Information System Management

- Serve as Program Manager and Custodian for the FAA's Geographical Information System's (GIS) data related to threatened and endangered species, vegetation/habitat management and land use projects.
- Serve as Program Manager for management and electronic storage of the FAA's Environmental Safety and Security Sub-Team's project and program reviews.
- Coordinate land use and proposed developments with the FAA's Master Planning and Sighting Board to ensure projects and developments are environmentally sound and in compliance with regulatory and policy requirements.

Effective Dates

The cooperative agreement was established January 1, 2007 and is modified to expire on December 31, 2012.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$ 97,525.75
Program Support Costs	<u>\$ 15,744.57</u>

TOTAL COST (Amendment 0004) \$ 113,270.32

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$113,270.32**.

Financial Point of Contact

Cooperator: Thomas Hupf
Name

(609) 485-5841
Phone

APHIS, WS: Lisa Spinelli

(908) 735-5654 Ext. 5
Phone

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE
PAGE OF PAGES
1 2

2 AMENDMENT/MODIFICATION NO
0005
3 EFFECTIVE DATE
01/25/2009
4 REQUISITION/PURCHASE REQ NO.
CT-09-00217-52
5 PROJECT NO (if applicable)

6 ISSUED BY
CODE ACT0052-ARA
7 ADMINISTERED BY (if other than item 6)
CODE ACT052-ARA

FAA WM J HUGHES TECHNICAL CENTER
ACX-052 ACQUISITION SERVICES GROUP
Kim Knight (609)495-4622
ATLANTIC CITY INTL AIRPORT NJ 08405

FAA WM J HUGHES TECHNICAL CENTER
ACX-052 ACQUISITION SERVICES GROUP
Kim Knight (609)495-4622
ATLANTIC CITY INTL AIRPORT NJ 08405

8 NAME AND ADDRESS OF CONTRACTOR (No. street county State and ZIP Code)

US DEPARTMENT OF AGRICULTURE 2
0002 APHIS WS
181-C LOCUST GROVE RD
ELMSTOWN NJ 08867

9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

10A MODIFICATION OF CONTRACT/ORDER NO
DFACT-06-X-00011

10B DATED (SEE ITEM 11)
08/25/2006

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 10, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate offer or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule Net Increase: \$17,623.68

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 13A.
- B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.
- C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF _____
- D OTHER (Specify type of modification and authority)
LAW: Article 9 Funding and Payment

E. IMPORTANT: Contractor is not. X is required to sign this document and return _____ L _____ copies to the issuing office

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings including solicitation/contract subject matter where feasible.)

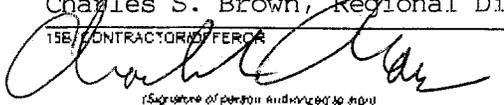
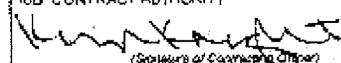
Additional funding in the amount of \$17,623.68 is hereby obligated for COIA increases for year ending 12/31/09 providing the Tech Center with Wildlife Service expertise.

From: \$335,173.87 By: \$17,623.68 To: \$352,797.55
All other terms and conditions remain unchanged.

LIST OF CHANGES:
Total Amount for this Modification: \$17,623.68
New Total Amount for this Version: \$17,623.68
New Total Amount for this Award: \$352,797.55
Obligated Amount for this Modification: \$17,623.68
Continued ...

* 09 72 34 0048 IA
918 7234 039 \$16,842.22
918 3000 283 \$ 781.46

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)
Charles S. Brown, Regional Director
15B CONTRACT AUTHORITY

(Signature of person authorized to sign)
15C DATE SIGNED
11/26/09
16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Kim Knight
16B CONTRACT AUTHORITY

(Signature of Contracting Officer)
16C DATE SIGNED
11/8/2009

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 DTFACT-06-X-00011/0005

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR

US DEPARTMENT OF AGRICULTURE 2

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Obligated Amount for this Award: \$352,797.55 Delivery Location Code: N692225M N692225M 697225 DOT/FAA TECHNICAL CENTER W.J.H. TECHNICAL CENTER ACX-53 T.S.F. BUILDING 303 ATLANTIC CITY ARPT NJ 08405-0001 US Mark For: (EDIT MARK FOR HERE) Payment: FAA AC ACCTG OFC DOT/FAA AMZ-110 PO BOX 25710 OKLAHOMA CITY OK 73125 FOB: Destination Period of Performance: 01/01/2007 to 12/31/2012 Add Item 0005 as follows:				
0005	Provide additional funding for USDA GTA per Agreement No. DTFACT-06-X-00011 for period of performance January 1 through December 31, 2009. Electronic & IT: 03 Project Data: 1205CT2389.00.WB403G.CTG531T000.25404.01/05/2009.(2082A0080.3A01A0 Accounting Info: 12082A0080.2009.8FJF3A01A0.CTG531T000.25404.61006600.0000000000.0000000000.0000000000 .0000000000 acct1: 12082A0080 acct2: 2009 acct3: 8FJF3A01A0 acct4: CTG531T000 acct 5: 25404 acct6: 61006600 funded: \$17,623.68				17,623.68

**ATTACHMENT A
WORK PLAN
(Amendment 0005)**

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The purpose of this agreement is to continue to provide the Federal Aviation Administration William J. Hughes Technical Center with wildlife management expertise and on site technical support for environmental programs. Planned USDA, APHIS, Wildlife Services Activities include:

Technical Assistance

- Review development proposals for potential wildlife conflicts and impacts upon FAA programs and facilities.
- Support for the FAA by attending and representing and/or participating at requested meetings or public hearings.
- Assist the FAA in monitoring and data collection of Pinelands, State and Federal listed threatened and endangered species and species of special concern.
- Provide general technical assistance for wildlife control and management in a broad category of activities including wildlife assessments, wildlife control, training, letter reports and general site work.
- Provide support and guidance to the FAA's Superfund program regarding toxicology and ecological risks to wildlife and the environment.
- Develop and conduct investigations and studies for wildlife and environmental issues and concerns.

Supervise Implementation of White-tailed Deer Control Plan

- Serve as Program Manager for the FAA's White-tailed Deer Control Hunt.
- Devise and implement logistical plans, harvest goals, and security requirements for the hunting program.
- Supervise and coordinate all hunting activities with selected hunting organizations and have oversight of all hunting activities on the facility.
- Coordinate and oversee compliance with security and property access requirements.
- Negotiate and coordinate hunting seasons, bag limits and dates with appropriate regulatory agencies, tenants and hunting organizations.

Environmental Compliance

- Serve as Program Manager for the FAA Technical Center's mowing plan and vegetation/habitat management to reduce wildlife conflicts and ensure appropriate management of Pinelands, State and Federal listed threatened and endangered species and species of special concern.
- Develop, review, and/or provide appropriate guidance and support for the development of documents to ensure compliance with NEPA (National Environmental Policy Act).
- Develop, compile, and/or coordinate internal and external project reviews and comment submissions for the Environmental Safety and Security Sub-Team.
- Coordinate or obtain regulatory permits and/or approvals as necessary to accomplish development or environmental plans.
- Negotiate and coordinate environmental compliance issues with internal and external agencies/organizations, tenants, stakeholders and regulatory agencies as required.

Document and Geographical Information System Management

- Serve as Program Manager and Custodian for the FAA's Geographical Information System's (GIS) data related to threatened and endangered species, vegetation/habitat management and land use projects.
- Serve as Program Manager for management and electronic storage of the FAA's Environmental Safety and Security Sub-Team's project and program reviews.
- Coordinate land use and proposed developments with the FAA's Master Planning and Sighting Board to ensure projects and developments are environmentally sound and in compliance with regulatory and policy requirements.

Effective Dates

The cooperative agreement was established January 1, 2007 and is modified to expire on December 31, 2012.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$ 15,173.99
Program Support Costs	\$ <u>2,449.69</u>

TOTAL COST (Amendment 0005) \$ 17,623.68

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$17,623.68**.

Financial Point of Contact

Cooperator: Thomas Hupf
Name

(609) 485-5841
Phone

APHIS, WS: Lisa Spinelli

(908) 735-5654 Ext. 5
Phone

U.S. Department of Agriculture
Animal and Plant Health Inspection Service

REIMBURSEMENT OR ADVANCE OF FUNDS AGREEMENT

1. Fiscal Year 2009	2. Estimated Amount 433.00	3. Agency Billing Indicator SF-1080	4. Trans Code 2	5. Action Code 1
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6. Services to be Performed (Give a brief explanation and basis for determining cost of services. Attach additional sheets if needed or use the APHIS 672A)
APHIS-WS personnel will conduct an osprey nest damage management program to protect human health and safety. WS will also provide the cooperators with technical information regarding osprey and methods to prevent nesting in the same area in the future.

7. List References to Correspondence

8. Duration of Agreement		9. Method of Payment		
Effective Date (From) 6/11/09	Effective Date (To) 6/12/09	Reimbursement (Billing Frequency) 4 paid by check	Advance of Funds (Type of Account) n/a	

10. Financing (Requesting Agency)

Agreement Number				Miscellaneous Obligation (MO) Number			
Name US Army-Fort Monmouth DOD				Common Agreement Number (CAN) (if applicable)			
1st line Address Fort Monmouth		Agency Locator Code		Data Universal Number System (DUNS)			
2nd line Address Building 167		Technical Contact Joseph Fallon		Phone (Including Area Code) 732-532-6223			
City Fort Monmouth		State NJ	Zip Code 07703-5108	Budget Contact Joseph Fallon		Phone (Including Area Code) 732-532-6223	
Agency Code	Fund Code	Accounting Station	Accounting Classification	Treasury Symbol	DRN MO	Object Class	Amount
							433.00

11. Financing (Performing Agency)

Agreement Number 09-7234-4575 IA				Miscellaneous Obligation (MO) Number			
Name USDA APHIS Wildlife Services				Common Agreement Number (CAN) (if applicable)			
1st line Address 140-C Locust Grove Road		Agency Locator Code 12 40 3400		Data Universal Number System (DUNS) 929332450			
2nd line Address		Technical Contact Wendy Anderson		Phone (Including Area Code) 908-735-5654 Ext. 7			
City Pittstown		State NJ	Zip Code 08867	Budget Contact Lisa Spinelli		Phone (Including Area Code) 908-735-5654 Ext. 5	
Agency Code	Fund Code	Accounting Station	Accounting Classification	Treasury Symbol	DRN MO	Object Class	Amount
34	WT	0079	958 7234065	1291600		0250	415.03
34	WT	0079	958 3000283	1291600		0250	17.97

12. Requesting Agency Approval

Signature: *Joseph Fallon*
Date: 9/10/09
Title: Chief, Environmental Division
Agreement Contact: Joseph Fallon
Phone (including Area Code): 732-532-6223
Email Address: Joseph.m.Fallon@us.army.mil

13. Performing Agency Approval

Signature: *Charles S. Brown*
Date: 9/18/09
Title: Regional Director, Charles S. Brown
Agreement Contact: Shannon Fennell
Phone (including Area Code): 919-855-7206
Email Address:

BY APPROVING THIS AGREEMENT ALL TERMS AND CONDITIONS WILL REMAIN IN EFFECT FOR THE DURATION OF THIS AGREEMENT OR UNTIL AMENDED

09 7234 4575 IA
458-7234-065 \$ 415.03
958-3000-283 \$ 17.97

PAID
6/4/09

WORK PLAN

Wildlife Species: Osprey (*Pandion haliaetus*)

Description of Damage: Osprey often construct nests consisting of large sticks and twigs that can cause disruptions in electrical power supply when located on utility structures and can inhibit access to utility structures for maintenance by creating obstacles to workers. The loss of power to the facility also poses a threat to human safety and prevents the Fort from fulfilling mission critical operations.

Location: Fort Monmouth, Monmouth County, New Jersey

Services Provided: APHIS-WS personnel will provide the cooperator with technical information regarding osprey and methods (i.e., exclusion, alternate nesting habitat) to prevent nesting in the same area in the future. The removal of the nesting material and the take of any osprey eggs will be performed as an emergency situation because the nest poses a direct threat to human safety.

USDA, APHIS, Wildlife Services and Cooperator Agree:

1. Cooperator will coordinate with APHIS-WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS-WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in New Jersey.
3. Every attempt will be made to relocate osprey eggs to a rehabilitator or be turned over to the New Jersey Division of Fish and Wildlife.

FINANCIAL PLAN

Personnel Costs.....	\$278
Travel.....	\$0
Vehicle Usage.....	\$71
Supplies/Equipment	\$0
Uniform/Equipment Capitalization Cost.....	\$28
Program Support.....	\$56
TOTAL	\$433

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$433.

Financial Point of Contact

Cooperator: Joseph Fallon
<Name to call for billing questions>

732-532-6223
Phone

APHIS-WS: Lisa Spinelli
Budget Analyst

(908) 735-5654 x 5
Phone

U. S. Coast Guard Training Center WORK PLAN FY 2009

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The USDA APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Wildlife Species: Raccoon, Opossum, Feral Cat, Striped Skunk, Norway rat, Coyote, and Red Fox.

Description of Damage: Nest / egg predation of Federally endangered piping plovers (Charadrius melodus) and State endangered least terns (Sterna antillarum).

Location: U.S. Coast Guard (USCG) Training Center, Cape May, Cape May County, NJ

Services Provided: USDA APHIS Wildlife Services biological personnel will conduct operational activities and provide technical assistance which includes: 1. Removal of terrestrial predators from Training Center property during February, March, April, May, and/or September 2009. 2. Coordinating management activities with USCG personnel and providing recommendations to reduce the occurrence of predation. 3. Providing a written report summarizing activities conducted pursuant to this agreement at the cessation of field activities.

Effective Dates: The cooperative agreement shall become effect upon February 1, 2009 and shall expire on September 30, 2009.

**U. S. Coast Guard Training Center
FINANCIAL PLAN FY 2009**

Personnel Costs.....	\$3,542
Travel.....	\$50
Vehicle Usage.....	\$885
Supplies & Equipment	\$100
Uniform/Equipment Capitalization Cost.....	\$366
Program Support.....	\$739
TOTAL COST.....	\$5,682

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed the **TOTAL COST of \$5,682.**

Agency Location Code Number: 69-02-5102

Financial Point of Contact

Cooperator: _____
Name Phone

APHIS, WS: Lisa Spinelli, Budget Analyst 908-735-5654 x5
Phone

ENTERED
4/24/09
ACMS

Forsythe National Wildlife Refuge WORK PLAN FY 2009

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The USDA APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Wildlife Species: Raccoon, Opossum, Striped Skunk, and Red Fox. Bird species (e.g. gulls, crows, blackbirds) may be taken in limited numbers if identified by Refuge biologists to reduce avian predation.

Description of Damage: Nest / egg predation of Federally endangered piping plovers (*Charadrius melodus*) and State endangered least terns (*Sterna antillarum*) and black skimmers (*Rynchops niger*).

Location: US Fish and Wildlife Service, Forsythe National Wildlife Refuge (NWR), Holgate Unit, Holgate, Ocean County, and Little Beach Unit, Atlantic County, NJ.

Services Provided : USDA APHIS Wildlife Services biological personnel will conduct operational activities and provide technical assistance which includes: 1. Removal of terrestrial and avian predators from NWR property during FY2009. 2. Coordinating management activities with NWR personnel and providing recommendations to reduce the occurrence of predation. 3. Providing a written report summarizing activities conducted pursuant to this agreement at the cessation of field activities.

Effective Dates: This is a modification of the existing Inter-agency Agreement #501817H318. Management activities are planned for the winter and spring of 2009 and shall be completed by September 30, 2009.

**Forsythe National Wildlife Refuge
FINANCIAL PLAN FY 2009**

Personnel Costs.....	\$4,663
Travel.....	\$468
Vehicle Usage.....	\$365
Supplies & Equipment	\$150
Uniform/Equipment Capitalization Cost.....	\$452
Program Support.....	\$912
TOTAL COST.....	\$7,010

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed the **TOTAL COST of \$7,010.**

Financial Point of Contact

Cooperator: Marty Hand
Name

2/26/09
Phone

APHIS, WS: Lisa Spinelli, Budget Analyst

908-735-5654 x5
Phone

COOPERATIVE SERVICE AGREEMENT
between
NEW JERSEY MEADOWLANDS COMMISSION
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to provide technical and operational assistance to the New Jersey Meadowlands Commission for an integrated wildlife damage program involving Canada geese on New Jersey Meadowlands Commission properties. WS activities are described in the attached Work and Financial Plans.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and NEW JERSEY MEADOWLANDS COMMISSION mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

NEW JERSEY MEADOWLANDS COMMISSION:

(b)(6)

New Jersey Meadowlands Commission
One DeKorte Plaza
Lyndhurst, NJ 07071

USDA-APHIS-WS:
Wendy Anderson, State Director
USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be Robert Ceberio or his designee, the State Director or her designee, and/or those additional persons authorized and approved by the NEW JERSEY MEADOWLANDS COMMISSION, and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

NEW JERSEY MEADOWLANDS COMMISSION agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by NEW JERSEY MEADOWLANDS COMMISSION. NEW JERSEY MEADOWLANDS COMMISSION will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). NEW JERSEY MEADOWLANDS COMMISSION will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the NEW JERSEY MEADOWLANDS COMMISSION authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.

5. APHIS WS shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.
8. To obtain the appropriate permits for removal activities for Canada geese and list USDA, APHIS, Wildlife Services as subpermitees.
9. To provide an indoor working space to complete necessary paperwork.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at NEW JERSEY MEADOWLANDS COMMISSION as described in the Work and Financial Plans.
2. Designate to NEW JERSEY MEADOWLANDS COMMISSION the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill NEW JERSEY MEADOWLANDS COMMISSION for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and NEW JERSEY MEADOWLANDS COMMISSION shall have the right to inspect and audit such records.
4. To coordinate with NEW JERSEY MEADOWLANDS COMMISSION before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

NEW JERSEY MEADOWLANDS COMMISSION certifies that APHIS WS has advised the NEW JERSEY MEADOWLANDS COMMISSION that there may be private sector service providers available to provide wildlife management services that the NEW JERSEY MEADOWLANDS COMMISSION is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

NEW JERSEY MEADOWLANDS COMMISSION Taxpayer Identification Number (TIN) 22-1890268

NEW JERSEY MEADOWLANDS COMMISSION:

BY:

(b)(6)

Date

2/25/09

New Jersey Meadowlands Commission
One DeKorte Plaza
Lyndhurst, NJ 07071

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY:

Wendy Anderson
Wendy Anderson, State Director
USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867

Date

3/12/09

BY:

Charles S. Brown
Charles S. Brown
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

Date

3/16/09

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The IWDM program will be directed at reducing Canada goose damage to natural resources (wetland enhancement sites), human health and safety, and property at New Jersey Meadowlands Commission locations in Bergen County and Hudson County, NJ.

Planned USDA, APHIS, Wildlife Services Activities

Waterfowl: 1. Prior to and following the nesting season, WS will visit previously agreed upon wetland mitigation sites up to two times each week from March through September to conduct an integrated waterfowl harassment program. Harassment techniques will include visual deterrents, occasional use of lasers, pyrotechnics, recorded distress calls, and other methods. 2. WS biologists/technicians will conduct waterfowl egg treatment and/or nest/egg removal activities at mutually agreed upon properties, at approximate 7-10 day intervals during the nesting season (late March through mid-May). 3. During the Canada goose molt, WS will capture and remove up to/approximately 200 Canada geese from the Mill Creek and the Harrier Meadow. WS will provide 6 personnel for the capture and 2 New Jersey Meadowlands Commission personnel will assist. Geese will be disposed of as permitted by the United States Fish and Wildlife Service, by burial, and/or incineration. Throughout the project (March-October), WS biologists will conduct limited and controlled shooting of geese to reinforce harassment methods or to accomplish other program objectives. If and when

shooting is conducted, New Jersey Meadowlands Commission will be appropriately notified and informed. The above USDA APHIS Wildlife Services activities are fully provided for in the Depredation Permit issued by the United States Fish and Wildlife Service and cosigned by the New Jersey Division of Fish and Wildlife issued to New Jersey Meadowlands Commission. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

Other: Wildlife Services wildlife biologists will be available to provide technical assistance to New Jersey Meadowlands Commission in other wildlife damage management matters that may arise.

Wildlife Services and New Jersey Meadowlands Commission Agree:

1. New Jersey Meadowlands Commission will coordinate with WS before responding to media and public requests pertaining to the proposed activities, and will provide a spokesperson to respond to information requests during conduct of activities.
2. New Jersey Meadowlands Commission will provide personnel to assist in June/July management activities, and will authorize participation of the New Jersey Meadowlands Commission Security and/or municipal police departments for safety and security reasons during conduct of activities, if deemed necessary and appropriate by USDA APHIS Wildlife Services and New Jersey Meadowlands Commission.
3. Wildlife Services will comply with all terms and conditions of this agreement, and with all relevant permits, laws, regulations related to wildlife and Canada goose management in New Jersey.
4. USDA APHIS Wildlife Services will identify a secure location for disposition of animals taken pursuant to this agreement if requested by New Jersey Meadowlands Commission.
5. Edible meat will be donated for charitable consumption if possible and practical.
6. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and USDA-APHIS-WS policy.

Effective Dates

The cooperative agreement shall become effective on March 1, 2009, and shall expire on September 30, 2009.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$12,949
Travel.....	\$ 1,820
Vehicle Usage	\$ 5,897
Supplies/Equipment.....	\$ 479
Services/Equipment Capitalization Cost.....	\$ 1,692
Program Support	\$ 3,415
TOTAL	\$26,252

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$26,252.

Financial Point of Contact

Cooperator: (b)(6) _____

APHIS, WS: Lisa Spinelli
 Budget Analyst

 1-866-4-USDA-WS
 Phone

ENTERED
4/24/09
ACMS

09 7234 4080 RA
9737234 031

Revision No. 1
TO
COOPERATIVE SERVICE AGREEMENT
Between
White Meadow Lake Property Owners Association (P.O.A)
And
The DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

Under the provisions of Article 12, White Meadow Lake Property Owners Association and USDA APHIS WS mutually agree to revise Cooperative Service Agreement No. 09 7234 4080 RA.

ARTICLE 12

Capture and euthanasia of Canada geese located on the White Meadow Lake P.O.A property using a canon net. Baiting will be conducted for approximately 10 days prior to the capture. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and USDA APHIS WS policy. Euthanized geese will be sampled and tested in accordance with the USDA APHIS WS Avian Influenza National Surveillance plan when applicable.

This Revision extends the expiration date from September 30, 2009 to October 31, 2009.

It is further understood by and between the parties that, in all other respects, the terms, conditions, and provisions of said Cooperative Service Agreement shall remain in full force and effect.

WHITE MEADOW LAKE PROPERTY OWNERS ASSOCIATION
100 WHITE MEADOW ROAD
ROCKAWAY, NJ 07866-1123

(b)(6)

9-29-2009
Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

 12/31/09

Charles S. Brown
Regional Director
Eastern Region

COOPERATIVE SERVICE AGREEMENT
between
White Meadow Lake Property Owners Association (P.O.A)
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to cooperate in a Canada goose damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and White Meadow Lake P.O.A mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

White Meadow Lake P.O.A: (b)(6)
100 White Meadow Road
Rockaway, NJ 07866-1123

APHIS WS: Wendy Anderson, State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be Howard Sakolsky or his designee, the State Director or her designee, and/or those additional persons authorized and approved by the Howard Sakolsky, and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

White Meadow Lake P.O.A agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by White Meadow Lake P.O.A. White Meadow Lake P.O.A will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). White Meadow Lake P.O.A will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the White Meadow Lake P.O.A authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.
8. To obtain the appropriate permits for removal activities for Canada geese and list USDA APHIS Wildlife Services as subpermittees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at White Meadow Lake P.O.A as described in the Work and Financial Plans.
2. Designate to White Meadow Lake P.O.A the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill White Meadow Lake P.O.A for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and White Meadow Lake P.O.A shall have the right to inspect and audit such records.
4. To coordinate with White Meadow Lake P.O.A before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

White Meadow Lake P.O.A certifies that APHIS WS has advised White Meadow Lake P.O.A that there may be private sector service providers available to provide wildlife management services that White Meadow Lake P.O.A is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

White Meadow Lake P.O.A Taxpayer Identification Number (TIN) 22-1541434

White Meadow Lake P O A

BY:

(b)(6)

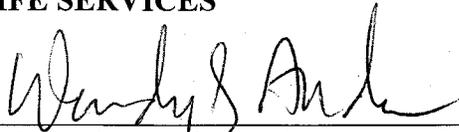
Date

2/16/09

100 White Meadow Road
Rockaway, NJ 07866-1123

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY:



Wendy Anderson, State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

Date

3/9/09

**ATTACHMENT A
WORK PLAN**

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The Canada goose damage management program will be directed at reducing Canada goose damage to human health and safety and property at White Meadow Lake P.O.A properties (P.O.A Clubhouse-100 White Meadow Road, P.O.A A-Field-4 Montauk Avenue, and residential shoreline properties bordering the White Meadow Lake) located in Morris County, NJ.

Canada goose presence on White Meadow Lake P.O.A properties results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns (damage to parks and erosion of lake banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, hazards to aviation, and other problems that affect the quality of life for employees and residents that work and utilize the White Meadow Lake P.O.A properties.

Planned USDA APHIS Wildlife Services Activities

APHIS WS biological personnel will conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 30 through May 8) at 7-10 day intervals. Capture and euthanasia of Canada geese located on the White Meadow Lake P.O.A property during the molt will occur one day between the dates of June 15 and July 5. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and USDA APHIS WS policy. Euthanized geese will be sampled and tested in accordance with the USDA APHIS WS Avian Influenza National Surveillance plan when applicable.

Effective Dates

The cooperative agreement shall become effective on March 1, 2009 and shall expire on September 30, 2009.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$ 3,866
Travel.....	\$ 1,337
Vehicle Usage	\$ 976
Supplies/Equipment.....	\$ 184
Uniform/Equipment Capitalization Cost.....	\$ 509
Program Support	\$ 1,028
TOTAL	\$ 7,900

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$7,900**.

Financial Point of Contact

Cooperator: [Redacted] (b)(6) 2/16/09 [Redacted] (b)(6)
Phone

APHIS WS: Lisa Spinelli 908-735-5654 x5
Budget Analyst Phone

ENTERED
4/25/09
ACMS

COOPERATIVE SERVICE AGREEMENT
between
OCEAN COUNTY PARKS AND RECREATION
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to provide technical and operational assistance to the Ocean County Parks and Recreation for an integrated wildlife damage management program involving Canada geese on County properties. USDA APHIS Wildlife Services activities are described in the attached Work and Financial Plans.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and OCEAN COUNTY PARKS AND RECREATION mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

OCEAN COUNTY PARKS AND RECREATION:

(b)(6)

County of Ocean Parks and Recreation
Administrative Office
1198 Bandon Road
Toms River, NJ 08753

APHIS WS: Wendy Anderson, State Director

USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be Joseph A. Pirozek or his designee, the State Director or her designee, and/or those additional persons authorized and approved by OCEAN COUNTY PARKS AND RECREATION, and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

OCEAN COUNTY PARKS AND RECREATION agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by OCEAN COUNTY PARKS AND RECREATION. OCEAN COUNTY PARKS AND RECREATION will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). OCEAN COUNTY PARKS AND RECREATION will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the OCEAN COUNTY PARKS AND RECREATION authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.

6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.
8. To obtain the appropriate permits for removal activities for Canada geese and list APHIS WS as subpermitees.
9. To provide an indoor working space to complete necessary paperwork.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at OCEAN COUNTY PARKS AND RECREATION as described in the Work and Financial Plans.
2. Designate to OCEAN COUNTY PARKS AND RECREATION the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill OCEAN COUNTY PARKS AND RECREATION for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and OCEAN COUNTY PARKS AND RECREATION shall have the right to inspect and audit such records.
4. To coordinate with OCEAN COUNTY PARKS AND RECREATION before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

OCEAN COUNTY PARKS AND RECREATION certifies that APHIS WS has advised the OCEAN COUNTY PARKS AND RECREATION that there may be private sector service providers available to provide wildlife management services that the OCEAN COUNTY PARKS AND RECREATION is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

OCEAN COUNTY PARKS AND RECREATION Taxpayer Identification Number (TIN) 21-6000954

OCEAN COUNTY PARKS AND RECREATION:

BY:  1/23/09
Date

County of Ocean Parks and Recreation
Administrative Office
1198 Bandon Road
Toms River, NJ 08753

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY: Wendy Anderson 2/5/09
Date

Wendy Anderson, State Director
USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867

BY: Charles S. Brown 2/9/09
Date

Charles S. Brown
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The IWDM program will be directed at reducing Canada goose damage to natural resources (parks), human health and safety, and property at the Ocean County Parks and Recreation property in Ocean County, NJ.

Planned USDA APHIS Wildlife Services Activities

Waterfowl: 1. Prior to and following the nesting season, APHIS WS will visit previously agreed upon parks up to five times from March to May to conduct an integrated waterfowl program. 2. APHIS WS biologists/technicians will conduct waterfowl egg treatment and/or nest/egg removal activities at mutually agreed upon properties, at approximate 7-10 day intervals during the 2009 nesting season (late March through mid-May). 3. During the 2008 Canada goose molt (mid-June-early July) APHIS WS will capture and remove up to/approximately 500 Canada geese from the Ocean County Parks. APHIS WS will provide appropriate personnel for the capture. Ocean County Parks and Recreation personnel will assist. Geese will be disposed of by permitted conditions granted by the Department of the Interior, U. S. Fish and Wildlife Service (FWS) Federal Fish and Wildlife Permit issued to Ocean County Parks and Recreation, listing APHIS WS as a subpermittee. Throughout the project (March-July), APHIS WS biologists will conduct limited and controlled shooting of geese to reinforce harassment methods or to accomplish other program objectives. If and when shooting is

conducted, Ocean County Parks and Recreation will be appropriately notified and informed. The above APHIS WS activities will be fully provided for in the Permit issued by the United States Fish and Wildlife Services, cosigned by the New Jersey Division of Fish and Wildlife issued to Ocean County Parks and Recreation. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

Other: APHIS WS wildlife biologists will be available to provide technical assistance to Ocean County Parks and Recreation in other wildlife damage management matters that may arise.

APHIS WS and Cooperator Agree:

1. Ocean County Parks and Recreation will coordinate with APHIS WS before responding to media and public requests pertaining to the proposed activities, and will provide a spokesperson to respond to information requests during conduct of activities.
2. Ocean County Parks and Recreation will provide personnel to assist in June/July management activities, and will authorize participation of the Ocean County Parks and Recreation Security and/or municipal police departments for safety and security reasons during conduct of activities, if deemed necessary and appropriate by APHIS WS and Ocean County Parks and Recreation.
3. APHIS WS will comply with all terms and conditions of this agreement, and with all relevant permits, laws, regulations related to wildlife and Canada goose management in New Jersey.
4. APHIS WS will identify a secure location for disposition of animals taken pursuant to this agreement if requested by Ocean County Parks and Recreation.
5. Ocean County Parks and Recreation will donate edible meat for charitable consumption if possible and practical.
6. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy.

Effective Dates

The Cooperative Agreement shall commence on March 1, 2009, and shall expire on October 31, 2009.

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between
MORRISTOWN MUNICIPAL AIRPORT, DM AIRPORTS, LTD.
and the
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

09 7234 8006 RA
973-7234-045

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$ 4,999 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. Cooperator certifies that APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this agreement.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective October 1, 2008 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

DM Airports, LTD.
Morristown Municipal Airport
8 Airport Road
Morristown, NJ 07960

(b)(6)

10-3-08
Date

Tax Identification Number: 11-2588500

USDA-APHIS-Wildlife Services
140C Locust Grove Road
Pittstown, NJ 08867 (908)735-5654

Wendy J. And 10/27/08
State Director Date

WORK PLAN

Location: Morristown Municipal Airport (MMU), Morristown, New Jersey

Services Provided:

1. WS Biologists will conduct an Initial Consultation (IC) for wildlife hazards at MMU. Information gathered and observations recorded during a two day site visit will be used to generate written recommendations to reduce wildlife hazards for the benefit of public safety.
2. WS Biologists will be available under this agreement to provide additional technical or operational assistance to support MMU in implementing wildlife management recommendations generated by the IC or other projects at MMU, upon request.

FINANCIAL PLAN

Personnel Costs.....	\$2,739
Travel & Vehicle Usage.....	\$1,515
Supplies & Equipment.....	\$ 50
Services.....	\$ 0
Program Support.....	\$ 695
TOTAL	\$4,999

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$ 4,999.

Financial Point of Contact

Cooperator: _____

(b)(6)

Phone

APHIS, WS: Lisa Spinelli, Budget Analyst

(908) 735-5654

Phone

COOPERATIVE SERVICE AGREEMENT
between
HOLIDAY VILLAGE EAST
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to provide technical and operational assistance to HOLIDAY VILLAGE EAST for an integrated wildlife damage management program involving Canada geese on HOLIDAY VILLAGE EAST properties. APHIS WS activities are described in the attached Work and Financial Plans.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and HOLIDAY VILLAGE EAST mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

HOLIDAY VILLAGE EAST:
MAMCO Property Management
101 Amaryllis Boulevard
Mount Laurel, NJ 08054

(b)(6)

APHIS WS: Wendy Anderson, State Director
USDA, APHIS, WS

140-C Locust Grove Road
Pittstown, NJ 08867

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be (b)(6) or his designee, the State Director or her designee, and/or those additional persons authorized and approved by HOLIDAY VILLAGE EAST, and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

HOLIDAY VILLAGE EAST agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by HOLIDAY VILLAGE EAST. HOLIDAY VILLAGE EAST will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). HOLIDAY VILLAGE EAST will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the HOLIDAY VILLAGE EAST authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.

8. To obtain the appropriate permits for removal activities for Canada geese and list APHIS WS as subpermittees.
9. To provide an indoor working space to complete necessary paperwork.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at HOLIDAY VILLAGE EAST as described in the Work and Financial Plans.
2. Designate to HOLIDAY VILLAGE EAST the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill HOLIDAY VILLAGE EAST for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and HOLIDAY VILLAGE EAST shall have the right to inspect and audit such records.
4. To coordinate with HOLIDAY VILLAGE EAST before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

HOLIDAY VILLAGE EAST certifies that APHIS WS has advised the HOLIDAY VILLAGE EAST that there may be private sector service providers available to provide wildlife management services that HOLIDAY VILLAGE EAST is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

HOLIDAY VILLAGE EAST Taxpayer Identification Number (TIN)

22-2995946

HOLIDAY VILLAGE EAST:

BY:

(b)(6)

1-20-09

Date

HOLIDAY VILLAGE EAST
MAMCO Property Management
101 Amaryllis Boulevard
Mount Laurel, NJ 08054

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY:

Wendy Anderson
Wendy Anderson, State Director

2/20/09
Date

USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The USDA, APHIS, Wildlife Services program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

Canada goose presence at Holiday Village East common properties results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns (damage to parks and erosion of stream and lake banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, and other problems that affect the quality of life for residents which may have the potential to cause human illness and/or injury.

Planned USDA, APHIS, Wildlife Services Activities

- 1) USDA, APHIS, Wildlife Services biological personnel will conduct operational activities which include treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 27 through May 5 at 10-14 day intervals).
- 2) USDA, APHIS, Wildlife Services biological personnel will conduct operational activities which include capture and removal of Canada geese from Holiday Village East property during the molt (work conducted by USDA, APHIS, Wildlife Services assisted by Holiday Village East, one day between June 19 and July 7). USDA, APHIS, Wildlife Services will provide a written report summarizing activities conducted pursuant to this agreement no later than September 30. USDA, APHIS, Wildlife Services will complete the Annual Report Form for permitted activities for signature by a Holiday Village East

representative for subsequent submission to the United States Fish and Wildlife Service. USDA, APHIS, Wildlife Services will secure a location for disposition of animals taken pursuant to this agreement if requested by Holiday Village East.

The above USDA, APHIS, Wildlife Services activities will be fully provided for in the Permit issued by United States Fish and Wildlife Service and cosigned by the New Jersey Division of Fish and Wildlife issued to Holiday Village East. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

USDA, APHIS, Wildlife Services and Cooperator Agree:

1. HOLIDAY VILLAGE EAST will coordinate with USDA, APHIS, Wildlife Services before responding to media and public requests pertaining to the proposed activities, and will provide a spokesperson to respond to information requests during conduct of activities.
2. HOLIDAY VILLAGE EAST will provide personnel to assist in June/July management activities, and will authorize participation of the Township Police department for safety and security reasons during conduct of activities, if deemed necessary and appropriate by USDA, APHIS, Wildlife Services and HOLIDAY VILLAGE EAST.
3. USDA, APHIS, Wildlife Services will comply with all terms and conditions of this agreement, and with all relevant permits, laws, regulations related to wildlife and Canada goose management in New Jersey.
4. USDA, APHIS, Wildlife Services will identify a secure location for disposition of animals taken pursuant to this agreement if requested by HOLIDAY VILLAGE EAST.
5. HOLIDAY VILLAGE EAST will donate edible meat for charitable consumption if possible and practical.
6. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and USDA, APHIS, Wildlife Services policy.

Effective Dates

The cooperative agreement shall become effective on March 1, 2009, and shall expire on September 30, 2009.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$3,463
Travel.....	\$ 828
Vehicle Usage	\$ 414
Supplies/Equipment.....	\$ 171
Services/Equipment Capitalization Cost.....	\$ 390
Program Support	\$ 787
TOTAL	\$6,053

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$6,053**.

Financial Point of Contact

Cooperator: (b)(6)
<Name to call for billing questions> Phone

APHIS, WS: Lisa Spinelli (908) 735-5654 x5
Budget Analyst Phone

ENTERED
4/24/09

COOPERATIVE SERVICE AGREEMENT
between
MERCER COUNTY PARK COMMISSION
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to provide technical and operational assistance to MERCER COUNTY PARK COMMISSION for an integrated wildlife damage management program involving Canada geese on MERCER COUNTY PARK COMMISSION properties. APHIS WS activities are described in the attached Work and Financial Plans.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and MERCER COUNTY PARK COMMISSION mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

MERCER COUNTY PARK COMMISSION:

(b)(6)

1638 Old Trenton Road
West Windsor, NJ 08550

APHIS WS:
Wendy Anderson, State Director
USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be (b)(6) or his designee, the State Director or her designee, and/or those additional persons authorized and approved by MERCER COUNTY PARK COMMISSION, and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

MERCER COUNTY PARK COMMISSION agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by MERCER COUNTY PARK COMMISSION. MERCER COUNTY PARK COMMISSION will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). MERCER COUNTY PARK COMMISSION will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the MERCER COUNTY PARK COMMISSION authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.

6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.
8. To obtain the appropriate permits for removal activities for Canada geese and list APHIS WS as subpermitees.
9. To provide an indoor working space to complete necessary paperwork.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at MERCER COUNTY PARK COMMISSION as described in the Work and Financial Plans.
2. Designate to MERCER COUNTY PARK COMMISSION the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill MERCER COUNTY PARK COMMISSION for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and MERCER COUNTY PARK COMMISSION shall have the right to inspect and audit such records.
4. To coordinate with MERCER COUNTY PARK COMMISSION before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

MERCER COUNTY PARK COMMISSION certifies that APHIS WS has advised the MERCER COUNTY PARK COMMISSION that there may be private sector service providers available to provide wildlife management services that MERCER COUNTY PARK COMMISSION is seeking from APHIS WS. *The private sector service providers are subject to compliance with Mercer County Ordinance 2004-14, N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26 as applicable.*

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual

agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

MERCER COUNTY PARK COMMISSION Taxpayer Identification Number
(TIN)

21-6000856

MERCER COUNTY PARK COMMISSION:

BY

(b)(6)

1/26/09

Date

MERCER COUNTY PARK COMMISSION
1638 Old Trenton Road
West Windsor, NJ 08550

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY:

Wendy J. Anderson

2/5/09

Date

Wendy Anderson, State Director
USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867

BY:

Charles S. Brown

2/9/09

Date

Charles S. Brown
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

Canada goose presence at Mercer County Park Commission properties results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns (damage to parks and erosion of stream and lake banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, and other problems that affect the quality of life for visitors which may have the potential to cause human illness and/or injury.

Planned USDA, APHIS, Wildlife Services Activities

- 1) APHIS WS biological personnel will conduct operational activities which include treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 27 through May 5 at 10-14 day intervals).
- 2) APHIS WS biological personnel will conduct operational activities which include capture and removal of Canada geese from Mercer County Park Commission property during the molt (work conducted by APHIS WS, assisted by Mercer County Park Commission, one day between June 19 and July 7). APHIS WS will provide a written report summarizing activities conducted pursuant to this agreement no later than September 30. APHIS WS will complete the Annual Report Form for permitted activities for signature by a Mercer County Park Commission representative for subsequent submission to the United States Fish and Wildlife Service. APHIS WS will secure a location

for disposition of animals taken pursuant to this agreement if requested by Mercer County Park Commission

The above APHIS WS activities will be fully provided for in the Permit issued by United States Fish and Wildlife Service and cosigned by the New Jersey Division of Fish and Wildlife issued to Mercer County Park Commission. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

USDA, APHIS, Wildlife Services and Cooperator Agree:

1. MERCER COUNTY PARK COMMISSION will coordinate with APHIS WS before responding to media and public requests pertaining to the proposed activities, and will provide a spokesperson to respond to information requests during conduct of activities.
2. MERCER COUNTY PARK COMMISSION will provide personnel to assist in June/July management activities and will authorize participation of the Township Police department for safety and security reasons during conduct of activities, if deemed necessary and appropriate by APHIS WS and MERCER COUNTY PARK COMMISSION.
3. APHIS WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, regulations related to wildlife and Canada goose management in New Jersey.
4. APHIS WS will identify a secure location for disposition of animals taken pursuant to this agreement if requested by MERCER COUNTY PARK COMMISSION.
5. MERCER COUNTY PARK COMMISSION will donate edible meat for charitable consumption if possible and practical.
6. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy.

Effective Dates

The cooperative agreement shall become effective on March 1, 2009, and shall expire on September 30, 2009.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$10,703	
Travel.....	\$ 3,660	
Vehicle Usage	\$ 656	
Supplies/Equipment.....	\$ 2,345	
Services/Equipment Capitalization Cost.....	\$ 200	
Program Support	\$ 2,837	
TOTAL		\$20,401

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$20,401**.

Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

Financial Point of Contact

Cooperator: Mercer County Park Commission (b)(6)
<Name to call for billing questions> Phone
(b)(6)

APHIS, WS: Lisa Spinelli (908) 735-5654 x5
Budget Analyst Phone

ENTERED
4/24/09
ACMS

COOPERATIVE SERVICE AGREEMENT
between
HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to provide technical and operational assistance to HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION for an integrated wildlife damage management program involving Canada geese on HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION properties. APHIS WS activities are described in the attached Work and Financial Plans.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION:

(b)(6)

MAMCO Property Management
520 Fellowship Road – Suite 108
Mount Laurel, NJ 08054

APHIS WS: Wendy Anderson, State Director
USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be (b)(6) or his designee, the State Director or her designee, and/or those additional persons authorized and approved by HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION, and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION. HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.

6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.
8. To obtain the appropriate permits for removal activities for Canada geese and list APHIS WS as subpermitees.
9. To provide an indoor working space to complete necessary paperwork.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION as described in the Work and Financial Plans.
2. Designate to HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION shall have the right to inspect and audit such records.
4. To coordinate with HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION certifies that APHIS WS has advised the HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION that there may be private sector service providers available to provide wildlife management services that HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION Taxpayer Identification Number (TIN)

22-2488915

HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION:

BY:

(b)(6)

1/28/09
Date

MAMCO Property Management
520 Fellowship Road – Suite 108
Mount Laurel, NJ 08054

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY:

Wendy S Anderson
Wendy Anderson, State Director
USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867

3/9/09
Date

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The USDA, APHIS, Wildlife Services program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

Canada goose presence at HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION common properties results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns (damage to parks and erosion of stream and lake banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, and other problems that affect the quality of life for residents which may have the potential to cause human illness and/or injury.

Planned USDA, APHIS, Wildlife Services Activities

- 1) USDA, APHIS, Wildlife Services biological personnel will conduct operational activities which include treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 27 through May 5 at 10-14 day intervals).
- 2) USDA, APHIS, Wildlife Services biological personnel will conduct operational activities which include capture and removal of Canada geese from HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION property during the molt (work conducted by USDA APHIS Wildlife Services assisted by HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION, one day between June 19 and July 7). USDA, APHIS, Wildlife Services will provide a written report summarizing activities conducted pursuant to this agreement no later than September 30. USDA, APHIS, Wildlife Services will complete the

Annual Report Form for permitted activities for signature by a HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION representative for subsequent submission to the United States Fish and Wildlife. USDA, APHIS, Wildlife Services will secure a location for disposition of animals taken pursuant to this agreement if requested by HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION.

The above USDA, APHIS, Wildlife Services activities will be fully provided for in the Permit issued by United States Fish and Wildlife Service and cosigned by the New Jersey Division of Fish and Wildlife issued to HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

USDA, APHIS, Wildlife Services and Cooperator Agree:

1. HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION will coordinate with USDA, APHIS, Wildlife Services before responding to media and public requests pertaining to the proposed activities, and will provide a spokesperson to respond to information requests during conduct of activities.
2. HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION will provide personnel to assist in June/July management activities, and will authorize participation of the Township Police department for safety and security reasons during conduct of activities, if deemed necessary and appropriate by USDA, APHIS, Wildlife Services and HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION.
3. USDA, APHIS, Wildlife Services will comply with all terms and conditions of this agreement, and with all relevant permits, laws, regulations related to wildlife and Canada goose management in New Jersey.
4. USDA, APHIS, Wildlife Services will identify a secure location for disposition of animals taken pursuant to this agreement if requested by HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION.
5. HOLIDAY VILLAGE COMMUNITY SERVICES ASSOCIATION will donate edible meat for charitable consumption if possible and practical.
6. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and USDA, APHIS, Wildlife Services policy.

Effective Dates

The cooperative agreement shall become effective on March 1, 2009, and shall expire on September 30, 2009.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$3,463
Travel.....	\$ 828
Vehicle Usage	\$ 414
Supplies/Equipment.....	\$ 171
Services/Equipment Capitalization Cost.....	\$ 390
Program Support	\$ 787
TOTAL	\$6,053

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$6,053.

Financial Point of Contact

Cooperator: (b)(6)
<Name to call for billing questions> Phone

APHIS, WS: Lisa Spinelli (908) 735-5654 x5
Budget Analyst Phone

ENTERED
4/28/09
ACMS



United States
Department of
Agriculture

March 10, 2009

Animal and
Plant Health
Inspection
Service

Wildlife Services

NJ State Office
140-C Locust
Grove Road
Pittstown, NJ 08867

(908) 735-5654
(908) 735-0821 Fax

[Redacted] (b)(6)

Holiday Village Community Services Association
520 Fellowship Road, Suite 108
Mount Laurel, NJ 08054

Dear [Redacted] (b)(6)

Enclosed please find a fully executed Cooperative Service Agreement between Holiday Village Community Services Association and Wildlife Services.

Please contact me if you have any questions.

Sincerely,

Lisa Spinelli
Budget Analyst

Enclosure



Safeguarding American Agriculture

APHIS is an agency of USDA's Marketing and Regulatory Programs
An Equal Opportunity Provider and Employer

Federal Relay Service
(Voice/TTY/ASCII/Spanish)
1-800-877-8339

COOPERATIVE SERVICE AGREEMENT
between
The Deal Endowment Fund
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to cooperate in a Canada goose damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and The Deal Endowment Fund mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

The Deal Endowment Fund: (b)(6)
P.O. Box 41
Deal, NJ 07723-0041

APHIS WS: Wendy Anderson, State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be (b)(6) or his designee, the State Director or her designee, and/or those additional persons authorized and approved by (b)(6) and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

The Deal Endowment Fund agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by The Deal Endowment Fund. The Deal Endowment Fund will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). The Deal Endowment Fund will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS, The Deal Endowment Fund's authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.
8. To obtain the appropriate permits for removal activities for Canada geese and list USDA APHIS Wildlife Services as subpermittees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at The Deal Endowment Funds' properties as described in the Work and Financial Plans.
2. Designate to The Deal Endowment Fund the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill The Deal Endowment Fund for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and The Deal Endowment Fund shall have the right to inspect and audit such records.
4. To coordinate with The Deal Endowment Fund before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

The Deal Endowment Fund certifies that APHIS WS has advised The Deal Endowment Fund that there may be private sector service providers available to provide wildlife management services that The Deal Endowment Fund is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

The Deal Endowment Fund Taxpayer Identification Number (TIN)

(b)(6)

The Deal Endowment Fund:

BY:

(b)(6)

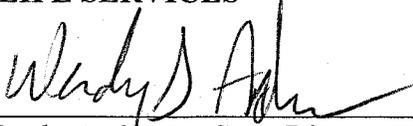
Date

2/12/09

P.O. Box 41
Deal, NJ 07723-0041

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY:


Wendy Anderson, State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867

Date

3/9/09

**ATTACHMENT A
WORK PLAN**

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The Canada goose damage management program will be directed at reducing Canada goose damage to human health and safety and property at designated Deal Endowment Fund properties and residential areas, including Deal Lake and Deal Golf Course located in Monmouth County, NJ.

Canada goose presence on Deal Endowment Fund properties results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns (damage to parks, neighboring yards, golf courses and erosion of river banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, hazards to aviation, and other problems that affect the quality of life for residents in the surrounding Deal Endowment Fund properties.

Planned USDA APHIS Wildlife Services Activities

APHIS WS biological personnel will conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 30 through May 8) at 7-10 day intervals. Capture and euthanasia of Canada geese located on The Deal Endowment properties during the molt will occur one day between the dates of June 15 and July 5. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and USDA APHIS WS policy. Euthanized geese will be sampled and tested in accordance with the USDA APHIS WS Avian Influenza National Surveillance plan when applicable.

Effective Dates

The cooperative agreement shall become effective on March 1, 2009 and shall expire on September 30, 2009.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$ 3,490
Travel.....	\$ 1,218
Vehicle Usage	\$ 752
Supplies/Equipment.....	\$ 166
Uniform/Equipment Capitalization Cost.....	\$ 450
Program Support	\$ 909
TOTAL	\$ 6,985

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$ 6,985.

Financial Point of Contact

Cooperator: (b)(6)

Phone

APHIS WS: Lisa Spinelli
Budget Analyst

908-735-5654 x5
Phone

ENTERED
4/23/09
ACMS

COOPERATIVE SERVICE AGREEMENT
between
Hanover Township Parks
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to cooperate in a Canada goose damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and Hanover Township Parks mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

Hanover Township Parks: (b)(6)
1000 Route 10 P.O. Box 250
Whippany, NJ 07981-1005

APHIS WS: Wendy Anderson, State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be (b)(6) or his designee, the State Director or her designee, and/or those additional persons authorized and approved by (b)(6) (b)(6) and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

Hanover Township Parks agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Hanover Township Parks. Hanover Township Parks will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). Hanover Township Parks will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the Hanover Township Parks authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.
8. To obtain the appropriate permits for removal activities for Canada geese and list USDA APHIS Wildlife Services as subpermittees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at Hanover Township Parks as described in the Work and Financial Plans.
2. Designate to Hanover Township Parks the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill Hanover Township Parks for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and Hanover Township Parks shall have the right to inspect and audit such records.
4. To coordinate with Hanover Township Parks before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

Hanover Township Parks certifies that APHIS WS has advised the Hanover Township Parks that there may be private sector service providers available to provide wildlife management services that the Hanover Township Parks is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

Hanover Township Parks Taxpayer Identification Number (TIN) 22-6001855

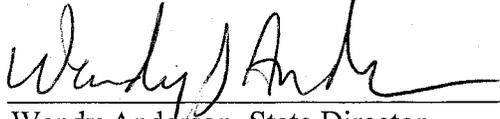
(b)(6)

February 11, 2009
Date

1000 Route 10 P.O. Box 250
Whippany, NJ 07981-1005

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY:



Wendy Anderson, State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867

3/9/09
Date

**ATTACHMENT A
WORK PLAN**

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The Canada goose damage management program will be directed at reducing Canada goose damage to human health and safety and property at the Hanover Township Parks' properties (Bee Meadow Park, Municipal Township Building-Stoneybrook Road, Central Park, Malapardis Park) located in Morris County, NJ.

Canada goose presence on Hanover Township Parks' properties results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns (damage to parks and erosion of river banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, hazards to aviation, and other problems that affect the quality of life for employees and residents that work and utilize the Hanover Township Parks' properties.

Planned USDA APHIS Wildlife Services Activities

APHIS WS biological personnel will conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 30 through May 8) at 7-10 day intervals. Capture and euthanasia of Canada geese located on the Hanover Township Parks' property during the molt will occur one day between the dates of June 15 and July 5. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and USDA APHIS WS policy. Euthanized geese will be sampled and tested in accordance with the USDA APHIS WS Avian Influenza National Surveillance plan when applicable.

Effective Dates

The cooperative agreement shall become effective on March 1, 2009, and shall expire on September 30, 2009.

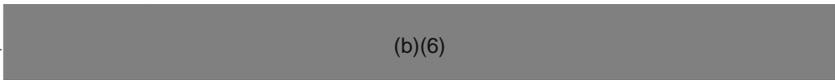
**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$ 3,678
Travel.....	\$ 0
Vehicle Usage	\$ 455
Supplies/Equipment.....	\$ 24
Uniform/Equipment Capitalization Cost.....	\$ 333
Program Support	\$ 671
TOTAL	\$ 5,161

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$5,161**.

Financial Point of Contact

Cooperator:



(b)(6)

APHIS WS: Lisa Spinelli
Budget Analyst

908-735-5654 x5
Phone

ENTERED
4/24/09
ACMS

COOPERATIVE SERVICE AGREEMENT

between

**County of Sussex, Department of Health and Human Services-Division of Health
and**

**UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)**

ARTICLE 1

The purpose of this Cooperative Service Agreement is to cooperate in a Canada goose damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and the County of Sussex mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

County of Sussex: (b)(6)
Department of Health and Human Services-Division of Health
One Spring Street
Newton, NJ 07860-2070

APHIS WS: Wendy Anderson, State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be (b)(6) or his designee, the State Director or her designee, and/or those additional persons authorized and approved by (b)(6) and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

County of Sussex agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by the County of Sussex. The County of Sussex will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). The County of Sussex will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the County of Sussex authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.
8. To obtain the appropriate permits for removal activities for Canada geese and list USDA APHIS Wildlife Services as subpermittees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at the County of Sussex as described in the Work and Financial Plans.
2. Designate to the County of Sussex the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill the County of Sussex for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and the County of Sussex shall have the right to inspect and audit such records.
4. To coordinate with the County of Sussex before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

The County of Sussex certifies that APHIS WS has advised the County of Sussex that there may be private sector service providers available to provide wildlife management services that the County of Sussex is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

County of Sussex Taxpayer Identification Number (TIN) 22 6002477

(b)(6)

2/18/09
Date

Department of Health and Human Services-Division of Health
One Spring Street
Newton, NJ 07860-2070

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY: Wendy Anderson

Wendy Anderson, State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

3/9/09
Date

**ATTACHMENT A
WORK PLAN**

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The Canada goose damage management program will be directed at reducing Canada goose damage to human health and safety and property at the County of Sussex properties located in Sussex County, NJ.

Canada goose presence on the County of Sussex properties results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns (damage and erosion of pond banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, hazards to aviation, and other problems that affect the quality of life for employees and residents that work and utilize the County of Sussex properties.

Planned USDA APHIS Wildlife Services Activities

APHIS WS biological personnel will conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 30 through May 8) at 7-10 day intervals. Capture and euthanasia of Canada geese located on the County of Sussex property during the molt will occur one day between the dates of June 15 and July 5. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and USDA APHIS WS policy. Euthanized geese will be sampled and tested in accordance with the USDA APHIS WS Avian Influenza National Surveillance plan when applicable.

Effective Dates

The cooperative agreement shall become effective on March 1, 2009 and shall expire on September 30, 2009.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$ 3,490
Travel.....	\$ 1,337
Vehicle Usage	\$ 999
Supplies/Equipment.....	\$ 148
Uniform/Equipment Capitalization Cost.....	\$ 478
Program Support	\$ 965
TOTAL	\$ 7,417

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$7,417.

Financial Point of Contact

Cooperator:



(b)(6)

APHIS WS: Lisa Spinelli
Budget Analyst

908-735-5654 x5
Phone

ENTERED
4/23/09

COOPERATIVE SERVICE AGREEMENT
between
MAMCO PROPERTY MANAGEMENT- COUNTRY GARDENS
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to cooperate in a Canada goose damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and Mamco Property Management- Country Gardens mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

MAMCO Property Management: (b)(6)
South Jersey Regional Division
Country Gardens
PO Box 415
Mantua, NJ 08051-0415

APHIS WS: Wendy Anderson-State Director
USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be (b)(6) or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the (b)(6) and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

Mamco Property Management- Country Gardens agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Mamco Property Management- Country Gardens. Mamco Property Management- Country Gardens will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). Mamco Property Management- Country Gardens will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the Mamco Property Management- Country Gardens authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.

8. To obtain the appropriate permits for removal activities for Canada geese and list USDA, APHIS, Wildlife Services as subpermittees.
9. To provide an indoor working space to complete necessary paperwork.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at Mamco Property Management- Country Gardens as described in the Work and Financial Plans.
2. Designate to Mamco Property Management- Country Gardens the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill Mamco Property Management- Country Gardens for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and Mamco Property Management- Country Gardens shall have the right to inspect and audit such records.
4. To coordinate with Mamco Property Management- Country Gardens before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

Mamco Property Management- Country Gardens certifies that APHIS WS has advised the Mamco Property Management- Country Gardens that there may be private sector service providers available to provide wildlife management services that the Mamco Property Management- Country Gardens is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

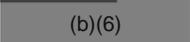
ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

Mamco Property Management- Country Gardens Taxpayer Identification Number
(TIN) 41-2209908

MAMCO PROPERTY MANAGEMENT- COUNTRY GARDENS

BY:  (b)(6) 2/20/09.
MAMCO Property Management:  (b)(6) Date
South Jersey Regional Division
Country Gardens
PO Box 415
Mantua, NJ 08051-0415

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY: Wendy Anderson
Wendy Anderson, State Director
USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049
Date 3/9/09

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The Canada goose damage management program will be directed at reducing Canada goose damage to human health and safety and property at the Mamco Property Management- Country Gardens properties in Gloucester County, NJ.

Canada goose presence on Mamco Property Management- Country Gardens properties results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns (damage to vegetation and erosion of lake banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, hazards to aviation, and other problems that affect the quality of life for employees and residents that work and utilize the Mamco Property Management- Country Gardens properties.

Planned USDA, APHIS, Wildlife Services Activities

APHIS WS biological personnel will conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 30 through May 8) at 7-10 day intervals. Capture and euthanasia of Canada geese located on the Mamco Property Management- Country Gardens property during the molt will occur one day between the dates of June 15 and July 5. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and USDA, APHIS, WS policy. Euthanized geese will be sampled and tested in accordance with the USDA, APHIS, WS Avian Influenza National Surveillance plan, when applicable.

Effective Dates

The cooperative agreement shall become effective on March 1, 2009, and shall expire on September 30, 2009.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$3,154
Travel.....	\$ 763
Vehicle Usage	\$ 874
Supplies/Equipment.....	\$ 214
Uniform/Equipment Capitalization Cost.....	\$ 400
Program Support	\$ 808
TOTAL	\$6,213

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$6,213.

Financial Point of Contact

Cooperator: _____

(b)(6)

Phone

APHIS, WS : Lisa Spinelli
Budget Analyst

908-735-5654 x5
Phone

ENTERED
4/23/09
ACMS

COOPERATIVE SERVICE AGREEMENT
between
LEISURETOWNE ASSOCIATION INC.
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to provide technical and operational assistance to LEISURETOWNE ASSOCIATION INC. for an integrated wildlife damage program involving Canada geese on LEISURETOWNE ASSOCIATION INC. properties. WS activities are described in the attached Work and Financial Plans.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and LEISURETOWNE ASSOCIATION INC. mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

LEISURETOWNE ASSOCIATION INC.:

(b)(6)

102 S. Plymouth Court
Southampton, NJ 08088

APHIS WS:
Wendy Anderson, State Director

USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be (b)(6) or her designee, the State Director or her designee, and/or those additional persons authorized and approved by LEISURETOWNE ASSOCIATION INC., and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

LEISURETOWNE ASSOCIATION INC. agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by LEISURETOWNE ASSOCIATION INC. LEISURETOWNE ASSOCIATION INC. will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). LEISURETOWNE ASSOCIATION INC. will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the LEISURETOWNE ASSOCIATION INC. authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.

6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.
8. To obtain the appropriate permits for removal activities for Canada geese and list APHIS WS as subpermitees.
9. To provide an indoor working space to complete necessary paperwork.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at LEISURETOWNE ASSOCIATION INC. as described in the Work and Financial Plans.
2. Designate to LEISURETOWNE ASSOCIATION INC. the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill LEISURETOWNE ASSOCIATION INC. for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and LEISURETOWNE ASSOCIATION INC. shall have the right to inspect and audit such records.
4. To coordinate with LEISURETOWNE ASSOCIATION INC. before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are

provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

LEISURETOWNE ASSOCIATION INC. certifies that APHIS WS has advised the LEISURETOWNE ASSOCIATION INC. that there may be private sector service providers available to provide wildlife management services that LEISURETOWNE ASSOCIATION INC. is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the

Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

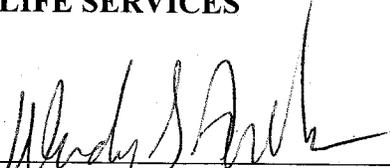
LEISURETOWNE ASSOCIATION INC. Taxpayer Identification Number (TIN)

22-1928425

LEISURETOWNE ASSOCIATION INC.:

BY:  (b)(6) _____ 2-10-09
Date
LEISURETOWNE ASSOCIATION INC.
102 S. Plymouth Court
Southampton, NJ 08088

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY:  _____ 3/10/09
Date
Wendy Anderson, State Director
USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

Canada goose presence at Leisuretowne Association Inc. common properties results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns (damage to parks and erosion of stream and lake banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, and other problems that affect the quality of life for residents which may have the potential to cause human illness and/or injury.

Planned USDA, APHIS, Wildlife Services Activities

- 1) USDA, APHIS, Wildlife Services biological personnel will conduct operational activities which include treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 27 through May 5 at 10-14 day intervals).
- 2) USDA, APHIS, Wildlife Services biological personnel will conduct operational activities which include capture and removal of Canada geese from Leisuretowne Association Inc. property during the molt (work conducted by USDA, APHIS, Wildlife Services assisted by Leisuretowne Association Inc., one day between June 19 and July 7). USDA, APHIS, Wildlife Services will provide a written report summarizing activities conducted pursuant to this agreement no later than September 30. USDA, APHIS, Wildlife Services will complete the Annual Report Form for permitted activities for signature by a Leisuretowne Association Inc. representative for subsequent submission to the

United States Fish and Wildlife Service. USDA, APHIS, Wildlife Services will secure a location for disposition of animals taken pursuant to this agreement if requested by Leisuretowne Association Inc.

The above APHIS WS activities will be fully provided for in the Permit issued by United States Fish and Wildlife Service and cosigned by the New Jersey Division of Fish and Wildlife issued to Leisuretowne Association Inc. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

USDA, APHIS, Wildlife Services and Cooperator Agree:

1. LEISURETOWNE ASSOCIATION INC. will coordinate with USDA, APHIS, Wildlife Services before responding to media and public requests pertaining to the proposed activities, and will provide a spokesperson to respond to information requests during conduct of activities.
2. LEISURETOWNE ASSOCIATION INC. will provide personnel to assist in June/July management activities and will authorize participation of the Township Police department for safety and security reasons during conduct of activities, if deemed necessary and appropriate by USDA, APHIS, Wildlife Services and LEISURETOWNE ASSOCIATION INC.
3. USDA, APHIS, Wildlife Services will comply with all terms and conditions of this agreement and with all relevant permits, laws, regulations related to wildlife and Canada goose management in New Jersey.
4. USDA, APHIS, Wildlife Services will identify a secure location for disposition of animals taken pursuant to this agreement if requested by LEISURETOWNE ASSOCIATION INC.
5. LEISURETOWNE ASSOCIATION INC. will donate edible meat for charitable consumption if possible and practical.
6. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and USDA, APHIS, Wildlife Services policy.

Effective Dates

The cooperative agreement shall become effective on March 1, 2009, and shall expire on September 30, 2009.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$4,296
Travel.....	\$ 966
Vehicle Usage	\$ 497
Supplies/Equipment.....	\$ 254
Services/Equipment Capitalization Cost.....	\$ 481
Program Support	\$ 971
 TOTAL	 \$7,465

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$7,465**.

Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

Financial Point of Contact

Cooperator:



(b)(6)

APHIS, WS: Lisa Spinelli
Budget Analyst

(908) 735-5654 x5
Phone

ENTERED
4/28/09
ACMS

COOPERATIVE SERVICE AGREEMENT
between
WESTLAKE GOLF AND COUNTRY CLUB
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to cooperate in a Canada goose damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and Westlake Golf and Country Club mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

Westlake Golf and Country Club:
1 Pine Lake Circle
Jackson, NJ 08527-4033

(b)(6)

APHIS WS: Wendy Anderson-State Director
USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be (b)(6) or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the (b)(6) and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

Westlake Golf and Country Club agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Westlake Golf and Country Club. Westlake Golf and Country Club will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). Westlake Golf and Country Club will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the Westlake Golf and Country Club authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.

8. To obtain the appropriate permits for removal activities for Canada geese and list USDA, APHIS, Wildlife Services as subpermittees.
9. To provide an indoor working space to complete necessary paperwork.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at Westlake Golf and Country Club as described in the Work and Financial Plans.
2. Designate to Westlake Golf and Country Club the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill Westlake Golf and Country Club for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and Westlake Golf and Country Club shall have the right to inspect and audit such records.
4. To coordinate with Westlake Golf and Country Club before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

Westlake Golf and Country Club certifies that APHIS WS has advised the Westlake Golf and Country Club that there may be private sector service providers available to provide wildlife management services that the Westlake Golf and Country Club is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

Westlake Golf and Country Club Taxpayer Identification Number
(TIN) 22-3698233

WESTLAKE GOLF AND COUNTRY CLUB:

BY:

(b)(6)

Date

2/26/09

1 Pine Lake Circle
Jackson, NJ 08527-4033

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY:

Wendy Anderson
Wendy Anderson, State Director
USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

Date

3/03/09

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C. 426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The Canada goose damage management program will be directed at reducing Canada goose damage to human health and safety and property at the Westlake Golf and Country Club properties in Ocean County, NJ.

Canada goose presence on Westlake Golf and Country Club properties results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns (damage to golf course and erosion of lake banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, hazards to aviation, and other problems that affect the quality of life for employees and residents that work and utilize the Westlake Golf and Country Club properties.

Planned USDA, APHIS, Wildlife Services Activities

APHIS WS biological personnel will conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 30 through May 8) at 7-10 day intervals. Capture and euthanasia of Canada geese located on the Westlake Golf and Country Club property during the molt will occur one day between the dates of June 15 and July 5. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and USDA, APHIS, WS policy. Euthanized geese will be sampled and tested in accordance with the USDA, APHIS, WS Avian Influenza National Surveillance plan, when applicable.

Effective Dates

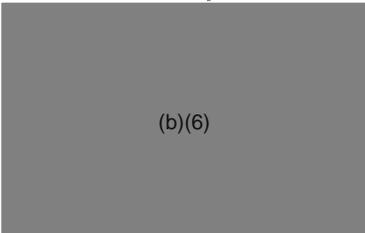
The cooperative agreement shall become effective on March 1, 2009, and shall expire on September 30, 2009.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$3,586
Travel.....	\$1,085
Vehicle Usage	\$ 977
Supplies/Equipment.....	\$ 136
Uniform/Equipment Capitalization Cost.....	\$ 462
Program Support	\$ 935
 TOTAL	 \$7,181

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$7,181.

Financial Point of Contact

Cooperator  (b)(6) _____ 426/09
Phone

APHIS, WS : Lisa Spinelli _____ 908-735-5654 x5
Budget Analyst Phone

ENTERED
4/28/09
ACMS

COOPERATIVE SERVICE AGREEMENT
between
A&P
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to cooperate in a Canada goose damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and A&P mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

A&P: (b)(6)

A&P Corporation
2 Paragon Drive
Montvale, NJ 07645-1718

APHIS WS: Wendy Anderson, State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be (b)(6) or his designee, the State Director or her designee, and/or those additional persons authorized and approved by (b)(6) and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

A&P agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by A&P. A&P will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). A&P will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the A&P authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.
8. To obtain the appropriate permits for removal activities for Canada geese and list USDA, APHIS, Wildlife Services as subpermitees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at A&P as described in the Work and Financial Plans.
2. Designate to A&P the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill A&P for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and A&P shall have the right to inspect and audit such records.
4. To coordinate with A&P before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

A&P certifies that APHIS WS has advised A&P that there may be private sector service providers available to provide wildlife management services that A&P is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

A&P Taxpayer Identification Number (TIN) 13 1890974

A&P:

BY:

(b)(6)

Date

2/26/09

A&P Corporation
2 Paragon Drive
Montvale, NJ 07645-1718

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY:

Wendy Anderson
Wendy Anderson, State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867

Date

3/16/09

**ATTACHMENT A
WORK PLAN**

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The Canada goose damage management program will be directed at reducing Canada goose damage to human health and safety and property at the A&P property located at 2 Paragon Drive located in Bergen County, NJ.

Canada goose presence on A&P property results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns, aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, hazards to aviation, and other problems that affect the quality of life for employees and clientele of A&P.

Planned USDA APHIS Wildlife Services Activities

APHIS WS biological personnel will conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 30 through May 8) at 7-10 day intervals. Capture and euthanasia of Canada geese located on A&P property during the molt will occur one day between the dates of June 15 and July 5. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and USDA APHIS WS policy. Euthanized geese will be sampled and tested in accordance with the USDA APHIS WS Avian Influenza National Surveillance plan when applicable.

Effective Dates

The cooperative agreement shall become effective on March 1, 2009 and shall expire on September 30, 2009.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$ 3,490
Travel.....	\$ 1,274
Vehicle Usage	\$ 1,047
Supplies/Equipment.....	\$ 154
Uniform/Equipment Capitalization Cost.....	\$ 477
Program Support	\$ 963
TOTAL	\$ 7,405

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$ **7,405**.

Financial Point of Contact

Cooperator: _____ (b)(6) _____
Phone

APHIS WS: Lisa Spinelli _____ 908-735-5654 x5
Budget Analyst Phone

ENTERED
9/24/09
ACMS

COOPERATIVE SERVICE AGREEMENT
between
Borough of Monmouth Beach
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to cooperate in a Canada goose damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and the Borough of Monmouth Beach mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

Borough of Monmouth Beach: (b)(6)
22 Beach Road
Monmouth Beach, NJ 07750-1345

APHIS WS: Wendy Anderson, State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be (b)(6) or his designee, the State Director or her designee, and/or those additional persons authorized and approved by the (b)(6) and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

Borough of Monmouth Beach agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by the Borough of Monmouth Beach. The Borough of Monmouth Beach will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). The Borough of Monmouth Beach will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the Borough of Monmouth Beach authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.
8. To obtain the appropriate permits for removal activities for Canada geese and list USDA APHIS Wildlife Services as subpermittees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at the Borough of Monmouth Beach as described in the Work and Financial Plans.
2. Designate to the Borough of Monmouth Beach the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill the Borough of Monmouth Beach for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and the Borough of Monmouth Beach shall have the right to inspect and audit such records.
4. To coordinate with the Borough of Monmouth Beach before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

The Borough of Monmouth Beach certifies that APHIS WS has advised the Borough of Monmouth Beach that there may be private sector service providers available to provide wildlife management services that the Borough of Monmouth Beach is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

Borough of Monmouth Beach Taxpayer Identification Number (TIN) 21-6000880

Borough of Monmouth Beach:

BY: (b)(6) 3/6/09
Date
22 Beach Road
Monmouth Beach, NJ 07750-1345

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY: Wendy Anderson 3/30/09
Date
Wendy Anderson, State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867

**ATTACHMENT A
WORK PLAN**

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The Canada goose damage management program will be directed at reducing Canada goose damage to human health and safety and property at the Borough of Monmouth Beach properties in Monmouth County, NJ.

Canada goose presence on Borough of Monmouth properties results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns (damage to parks and erosion of river banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, hazards to aviation, and other problems that affect the quality of life for employees and residents that work and utilize the Borough of Monmouth Beach properties.

Planned USDA APHIS Wildlife Services Activities

APHIS WS biological personnel will conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 30 through May 8) at 7-10 day intervals. Capture and euthanasia of Canada geese located on the Borough of Monmouth Beach property during the molt will occur one day between the dates of June 15 and July 5. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and USDA APHIS WS policy. Euthanized geese will be sampled and tested in accordance with the USDA APHIS WS Avian Influenza National Surveillance plan when applicable.

Effective Dates

The cooperative agreement shall become effective on March 1, 2009 and shall expire on September 30, 2009.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$ 3,490
Travel.....	\$ 1,218
Vehicle Usage	\$ 792
Supplies/Equipment.....	\$ 148
Uniform/Equipment Capitalization Cost.....	\$ 452
Program Support	\$ 912
TOTAL	\$ 7,012

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$7,012**.

Financial Point of Contact

Cooperato

(b)(6)

APHIS WS: Lisa Spinelli
Budget Analyst

908-735-5654 x5
Phone

ENTERED
4/24/09
ACMS

COOPERATIVE SERVICE AGREEMENT
between
Shongum Lake Property Owners Association (P.O.A)
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to cooperate in a Canada goose damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and Shongum Lake P.O.A mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

Shongum Lake P.O.A: (b)(6)
P.O. Box 68
Mount Freedom, NJ 07970-0068

APHIS WS: Wendy Anderson, State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be (b)(6) or his designee, the State Director or her designee, and/or those additional persons authorized and approved by (b)(6) and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

Shongum Lake P.O.A agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Shongum Lake P.O.A. Shongum Lake P.O.A. will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). Shongum Lake P.O.A will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the Shongum Lake P.O.A authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.
8. To obtain the appropriate permits for removal activities for Canada geese and list USDA APHIS Wildlife Services as subpermittees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at Shongum Lake P.O.A as described in the Work and Financial Plans.
2. Designate to Shongum Lake P.O.A the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill Shongum Lake P.O.A for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and Shongum Lake P.O.A shall have the right to inspect and audit such records.
4. To coordinate with Shongum Lake P.O.A before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

Shongum Lake P.O.A certifies that APHIS WS has advised Shongum Lake P.O.A that there may be private sector service providers available to provide wildlife management services that Shongum Lake P.O.A is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

Shongum Lake P.O.A Taxpayer Identification Number (TIN) 22-168-3315

Sho

BY:

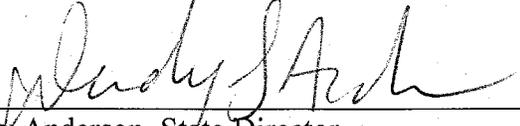
(b)(6)

3/2009
Date

P.O. Box 68
Mount Freedom, NJ 07970-0068

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY:


Wendy Anderson, State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

3/30/09
Date

**ATTACHMENT A
WORK PLAN**

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C. 426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The Canada goose damage management program will be directed at reducing Canada goose damage to human health and safety and property at the Shongum Lake P.O.A property located in Morris County, NJ.

Canada goose presence on Shongum Lake P.O.A property results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns (damage to lake areas and erosion), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, hazards to aviation, and other problems that affect the quality of life for residents within the Shongum Lake P.O.A.

Planned USDA APHIS Wildlife Services Activities

APHIS WS biological personnel will conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 30 through May 8) at 7-10 day intervals. Capture and euthanasia of Canada geese located on the Shongum Lake P.O.A property during the molt will occur one day between the dates of June 15 and July 5. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and USDA APHIS WS policy. Euthanized geese will be sampled and tested in accordance with the USDA APHIS WS Avian Influenza National Surveillance plan when applicable.

Effective Dates

The cooperative agreement shall become effective on March 1, 2009 and shall expire on September 30, 2009.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$ 3,490
Travel.....	\$ 1,337
Vehicle Usage	\$ 917
Supplies/Equipment.....	\$ 148
Uniform/Equipment Capitalization Cost.....	\$ 471
Program Support	\$ 951
TOTAL	\$ 7,314

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$7,314**.

Financial Point of Contact

Cooperator: (b)(6) Phone _____

APHIS WS: Lisa Spinelli 908-735-5654 x5
Budget Analyst Phone

ENTERED
4/24/09
ACMS

WS-ER (2/08)

Agreement No.: 09 7234 8019 RA
Accounting Code: 973-7234-060

COOPERATIVE SERVICE AGREEMENT
between
LEISURE VILLAGE ASSOCIATION
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to provide technical and operational assistance to LEISURE VILLAGE ASSOCIATION for an integrated wildlife damage management program involving Canada geese on LEISURE VILLAGE ASSOCIATION properties. APHIS WS activities are described in the attached Work and Financial Plans.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and LEISURE VILLAGE ASSOCIATION mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

LEISURE VILLAGE ASSOCIATION:

(b)(6)

19 Buckingham Drive
Lakewood, NJ 08701-6210

APHIS WS:

Wendy Anderson, State Director

USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be (b)(6) or his designee, the State Director or her designee, and/or those additional persons authorized and approved by LEISURE VILLAGE ASSOCIATION, and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

LEISURE VILLAGE ASSOCIATION agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by LEISURE VILLAGE ASSOCIATION. LEISURE VILLAGE ASSOCIATION will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). LEISURE VILLAGE ASSOCIATION will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the LEISURE VILLAGE ASSOCIATION authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to all media requests.
8. To obtain the appropriate permits for removal activities for Canada geese and list APHIS WS as subpermittees.
9. To provide an indoor working space to complete necessary paperwork.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at LEISURE VILLAGE ASSOCIATION as described in the Work and Financial Plans.
2. Designate to LEISURE VILLAGE ASSOCIATION the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill LEISURE VILLAGE ASSOCIATION for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and LEISURE VILLAGE ASSOCIATION shall have the right to inspect and audit such records.
4. To coordinate with LEISURE VILLAGE ASSOCIATION before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

LEISURE VILLAGE ASSOCIATION certifies that APHIS WS has advised the LEISURE VILLAGE ASSOCIATION that there may be private sector service providers available to provide wildlife management services that LEISURE VILLAGE ASSOCIATION is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

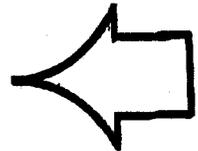
This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

LEISURE VILLAGE ASSOCIATION Taxpayer Identification Number (TIN)

22-6062696

LEISURE VILLAGE ASSOCIATION:



SIGN
& DATE

BY:

(b)(6)

3-24-09

Date

LEISURE VILLAGE ASSOCIATION
19 Buckingham Drive
Lakewood, NJ 08701-6210

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

BY:

Wendy Anderson

Wendy Anderson, State Director
USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

4-6-09

Date

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

Canada goose presence at Leisure Village Association common properties results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns (damage to parks and erosion of stream and lake banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, and other problems that affect the quality of life for residents which may have the potential to cause human illness and/or injury.

Planned APHIS WS Activities

- 1) APHIS WS biological personnel will conduct operational activities which include treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 27 through May 5 at 10-14 day intervals).
- 2) APHIS WS biological personnel will conduct operational activities which include capture and euthanasia of Canada geese from Leisure Village Association property during the molt (work conducted by APHIS WS assisted by Leisure Village Association, one day between June 19 and July 7). APHIS WS will provide a written report summarizing activities conducted pursuant to this agreement no later than September 30. APHIS WS will complete the Annual Report Form for permitted activities for signature by a Leisure Village Association representative for subsequent submission to the United States Fish and Wildlife Service. APHIS WS will secure a location for disposition of

animals taken pursuant to this agreement if requested by Leisure Village Association.

The above APHIS WS activities will be fully provided for in the Permit issued by United States Fish and Wildlife Service and cosigned by the New Jersey Division of Fish and Wildlife issued to Leisure Village Association. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

USDA, APHIS, Wildlife Services and Cooperator Agree:

1. LEISURE VILLAGE ASSOCIATION will coordinate with APHIS WS before responding to media and public requests pertaining to the proposed activities, and will provide a spokesperson to respond to information requests during conduct of activities.
2. LEISURE VILLAGE ASSOCIATION will provide personnel to assist in June/July management activities and will authorize participation of the Township Police department for safety and security reasons during conduct of activities, if deemed necessary and appropriate by APHIS WS and LEISURE VILLAGE ASSOCIATION.
3. APHIS WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, regulations related to wildlife and Canada goose management in New Jersey.
4. APHIS WS will identify a secure location for disposition of animals taken pursuant to this agreement if requested by LEISURE VILLAGE ASSOCIATION.
5. LEISURE VILLAGE ASSOCIATION will donate edible meat for charitable consumption if possible and practical.
6. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy.

Effective Dates

The cooperative agreement shall become effective on March 1, 2009, and shall expire on September 30, 2009.

**ATTACHMENT B
FINANCIAL PLAN**

Just adding program

Personnel Costs	\$4,296
Travel.....	\$1,085
Vehicle Usage	\$ 284
Supplies/Equipment.....	\$ 254
Services/Equipment Capitalization Cost.....	\$ 474
Program Support	\$ 956
TOTAL	\$7,349

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$7,349.

Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

Financial Point of Contact

Cooperator: (b)(6)
 <Name to call for billing questions> Phone

APHIS, WS: Lisa Spinelli
Budget Analyst

(908) 735-5654 x 5
Phone

ENTERED
7/24/04
ACMS

COOPERATIVE SERVICE AGREEMENT
between
BEAU RIDGE AT HOLMDEL
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to provide technical and operational assistance to BEAU RIDGE AT HOLMDEL for an integrated wildlife damage management program involving Canada geese on BEAU RIDGE AT HOLMDEL properties. APHIS WS activities are described in the attached Work and Financial Plans.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and BEAU RIDGE AT HOLMDEL mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

BEAU RIDGE AT HOLMDEL:

(b)(6)

Urban Building Evaluations, Inc.
1 Willow Pond Drive
Howell, NJ 07731-3085

APHIS WS:

Wendy Anderson, State Director
USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be (b)(6) or her designee, the State Director or her designee, and/or those additional persons authorized and approved by BEAU RIDGE AT HOLMDEL, and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

BEAU RIDGE AT HOLMDEL agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by BEAU RIDGE AT HOLMDEL. BEAU RIDGE AT HOLMDEL will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). BEAU RIDGE AT HOLMDEL will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the BEAU RIDGE AT HOLMDEL authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.

6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.
8. To obtain the appropriate permits for removal activities for Canada geese and list APHIS WS as subpermitees.
9. To provide an indoor working space to complete necessary paperwork.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at BEAU RIDGE AT HOLMDEL as described in the Work and Financial Plans.
2. Designate to BEAU RIDGE AT HOLMDEL the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill BEAU RIDGE AT HOLMDEL for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and BEAU RIDGE AT HOLMDEL shall have the right to inspect and audit such records.
4. To coordinate with BEAU RIDGE AT HOLMDEL before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are

provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

BEAU RIDGE AT HOLMDEL certifies that APHIS WS has advised the BEAU RIDGE AT HOLMDEL that there may be private sector service providers available to provide wildlife management services that BEAU RIDGE AT HOLMDEL is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the

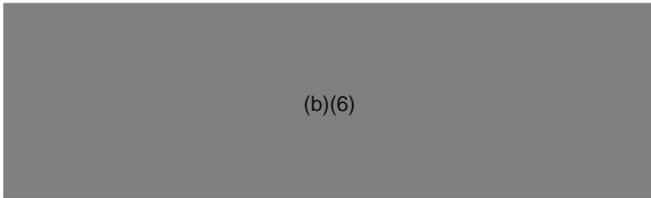
Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

BEAU RIDGE AT HOLMDEL Taxpayer Identification Number (TIN)

22-331237

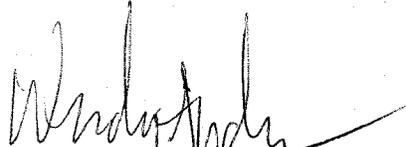
BEAU RIDGE AT HOLMDEL:



3/25/09
Date

BEAU RIDGE AT HOLMDEL
Urban Building Evaluations, Inc.
1 Willow Pond Drive
Howell, NJ 07731-3085

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY: 
Wendy Anderson, State Director
USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

4/10/09
Date

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

Canada goose presence at Beau Ridge at Holmdel common properties results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns (damage to parks and erosion of stream and lake banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, and other problems that affect the quality of life for residents which may have the potential to cause human illness and/or injury.

Planned USDA, APHIS, Wildlife Services Activities

- 1) APHIS WS biological personnel will conduct operational activities which include treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 27 through May 5 at 10-14 day intervals).
- 2) APHIS WS biological personnel will conduct operational activities which include capture and euthanasia of Canada geese from Beau Ridge at Holmdel property during the molt (work conducted by APHIS WS assisted by Beau Ridge at Holmdel, one day between June 19 and July 7). APHIS WS will provide a written report summarizing activities conducted pursuant to this agreement no later than September 30. APHIS WS will complete the Annual

Report Form for permitted activities for signature by a Beau Ridge at Holmdel representative for subsequent submission to the United States Fish and Wildlife Service. APHIS WS will secure a location for disposition of animals taken pursuant to this agreement if requested by Beau Ridge at Holmdel.

The above APHIS WS activities will be fully provided for in the Permit issued by United States Fish and Wildlife Service and cosigned by the New Jersey Division of Fish and Wildlife issued to Beau Ridge at Holmdel. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

USDA, APHIS, Wildlife Services and Cooperator Agree:

1. BEAU RIDGE AT HOLMDEL will coordinate with APHIS WS before responding to media and public requests pertaining to the proposed activities, and will provide a spokesperson to respond to information requests during conduct of activities.
2. BEAU RIDGE AT HOLMDEL will provide personnel to assist in June/July management activities and will authorize participation of the Township Police department for safety and security reasons during conduct of activities, if deemed necessary and appropriate by APHIS WS and BEAU RIDGE AT HOLMDEL.
3. APHIS WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, regulations related to wildlife and Canada goose management in New Jersey.
4. APHIS WS will identify a secure location for disposition of animals taken pursuant to this agreement if requested by BEAU RIDGE AT HOLMDEL.
5. BEAU RIDGE AT HOLMDEL will donate edible meat for charitable consumption if possible and practical.
6. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and USDA APHIS WS policy.

Effective Dates

The cooperative agreement shall become effective on March 1, 2009, and shall expire on September 30, 2009.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$2,808
Travel.....	\$1,218
Vehicle Usage	\$ 379
Supplies/Equipment.....	\$ 221
Services/Equipment Capitalization Cost.....	\$ 370
Program Support	\$ 747
TOTAL	\$5,743

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$5,743**.

Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

Financial Point of Contact

Cooperator:



(b)(6)

<Name to call for billing questions>

Phone

APHIS, WS: Lisa Spinelli
Budget Analyst

(908) 735-5654 x 5
Phone

ENTERED
4/24/09
Acms

COOPERATIVE SERVICE AGREEMENT
between
Bergen County Parks
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to cooperate in a Canada goose damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and Bergen County Parks mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

Bergen County Parks: (b)(6)
One Bergen County Plaza
4th Floor
Hackensack, NJ 07601-7076

APHIS WS: Wendy Anderson, State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be (b)(6) or his designee, the State Director or her designee, and/or those additional persons authorized and approved by (b)(6) and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

Bergen County Parks agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Bergen County Parks. Bergen County Parks will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). Bergen County Parks will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the Bergen County Parks authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.
8. To obtain the appropriate permits for removal activities for Canada geese and list APHIS WS as subpermitees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at Bergen County Parks as described in the Work and Financial Plans.
2. Designate to Bergen County Parks the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill Bergen County Parks for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and Bergen County Parks shall have the right to inspect and audit such records.
4. To coordinate with Bergen County Parks before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

Bergen County Parks certifies that APHIS WS has advised Bergen County Parks that there may be private sector service providers available to provide wildlife management services that Bergen County Parks is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

Bergen County Parks Taxpayer Identification Number (TIN) 22-600-2426-W

BERGEN COUNTY PARKS:

BY

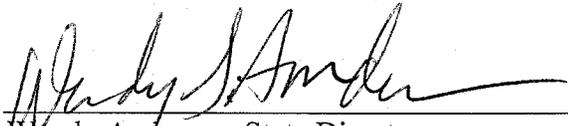
(b)(6)

5/25/09
Date

One Bergen County Plaza
4th Floor
Hackensack, NJ 07601-7076

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY:


Wendy Anderson, State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

6/23/09
Date

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The USDA APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The Canada goose damage management program will be directed at reducing Canada goose damage to human health and safety and property at the Bergen County Parks' properties, located in Bergen County, NJ. Canada goose presence on Bergen County Parks' properties results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns (damage to parks, golf courses and erosion of river banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, hazards to aviation, and other problems that affect the quality of life for employees and residents that work and utilize the Bergen County Parks' properties.

Planned USDA APHIS WS Activities

USDA APHIS WS biological personnel will conduct operational activities which include: Capture and euthanasia of adult Canada geese located on the Bergen County Parks' properties during the molt. This project will occur one day between the dates of June 15 and July 5. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and USDA APHIS WS policy. Euthanized geese will be sampled and tested in accordance with the USDA APHIS WS Avian Influenza National Surveillance plan when applicable.

Effective Dates

The cooperative agreement shall become effective on June 1, 2009 and shall expire on September 30, 2009.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$ 2,785
Travel.....	\$ 1,274
Vehicle Usage	\$ 522
Supplies/Equipment.....	\$ 280
Uniform/Equipment Capitalization Cost.....	\$ 389
Program Support	\$ 785
TOTAL	\$ 6,035

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$6,035**.

Financial Point of Contact

Cooperator:  (b)(6) 5/29/19
Phone

APHIS WS: Lisa Spinelli 908-735-5654 x5
Budget Analyst Phone

09 7234 8023 RA
973-7234-064

Revision No. 1
TO
COOPERATIVE SERVICE AGREEMENT
Between
New Jersey Meadowlands Commission
And
The DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

Under the provisions of Article 12, The New Jersey Meadowlands Commission and USDA, APHIS, Wildlife Services mutually agree to revise Cooperative Service Agreement No. 0972348023 RA.

ARTICLE 12

USDA, APHIS, Wildlife Services will conduct operational activities which include: Harassment, shooting and capture and euthanasia of Canada geese and mute swans located on New Jersey Meadowlands Commission properties. Geese and swans are euthanized in accordance with recommendations by the American Veterinary Medical Association and USDA, APHIS, Wildlife Services policy.

This Revision extends the expiration date from September 30, 2009 to October 31, 2009.

It is further understood by and between the parties that, in all other respects, the terms, conditions, and provisions of said Cooperative Service Agreement shall remain in full force and effect.

NEW JERSEY MEADOWLANDS COMMISSION
ONE DEKORTE PARK PLAZA
LYNDHURST, NJ 07071-3707

(b)(6)

9/24/09
Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES



12/31/09

Charles S. Brown
Regional Director
Eastern Region

COOPERATIVE SERVICE AGREEMENT
between
New Jersey Meadowlands Commission
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to cooperate in a Canada goose and mute swan damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and the New Jersey Meadowlands Commission mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

New Jersey Meadowlands Commission:
One DeKorte Park Plaza
Lyndhurst, NJ 07071

(b)(6)

APHIS WS: Wendy Anderson, State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be (b)(6) or his designee, the State Director or her designee, and/or those additional persons authorized and approved by (b)(6) and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

New Jersey Meadowlands Commission agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks, property damage, and natural resource damage associated with Canada geese and mute swans. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by the New Jersey Meadowlands Commission. The New Jersey Meadowlands Commission will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). The New Jersey Meadowlands Commission will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the New Jersey Meadowlands Commission authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.

8. To obtain the appropriate permits for removal activities for Canada geese and mute swans, and list APHIS WS as subpermittees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at the New Jersey Meadowlands Commission as described in the Work and Financial Plans.
2. Designate to the New Jersey Meadowlands Commission the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill the New Jersey Meadowlands Commission for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and the New Jersey Meadowlands Commission shall have the right to inspect and audit such records.
4. To coordinate with the New Jersey Meadowlands Commission before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

The New Jersey Meadowlands Commission certifies that APHIS WS has advised the New Jersey Meadowlands Commission that there may be private sector service providers available to provide wildlife management services that the New Jersey Meadowlands Commission is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

New Jersey Meadowlands Commission Taxpayer Identification Number (TIN)

221890268/000

New

BY:

(b)(6)

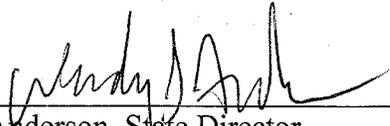
6/22/09

Date

One DeKorte Park Plaza
Lyndhurst, NJ 07071

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY:



7/15/09

Date

Wendy Anderson, State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The USDA APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The Canada goose and mute swan damage management program will be directed at reducing Canada goose and mute swan damage to natural resources (wetland enhancement sites), human health and safety, and property at the New Jersey Meadowlands Commission properties in Bergen and Hudson Counties, NJ.

Planned USDA APHIS Wildlife Services Activities

APHIS WS biological personnel will conduct operational activities which include: Harassment, shooting and capture and euthanasia of Canada geese and mute swans located on New Jersey Meadowlands Commission properties. Geese and swans are euthanized in accordance with recommendations by the American Veterinary Medical Association and USDA APHIS WS policy.

Effective Dates

The cooperative agreement shall become effective on June 1, 2009 and shall expire on September 30, 2009.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$ 5,182
Travel.....	\$ 0
Vehicle Usage	\$ 1,970
Supplies/Equipment.....	\$ 888
Uniform/Equipment Capitalization Cost.....	\$ 643
Program Support	\$ 1,298
TOTAL	\$ 9,981

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$9,981**.

Financial Point of Contact

Cooperator:

(b)(6)

Phone

APHIS WS: Lisa Spinelli
Budget Analyst

908-735-5654 x5
Phone

COOPERATIVE SERVICE AGREEMENT
between
THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
(PORT AUTHORITY)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to facilitate APHIS WS in providing the PORT AUTHORITY at Newark Liberty International Airport (EWR or Airport) with a three-phase wildlife hazard management program. To accomplish this, APHIS WS will provide one full-time wildlife biologist dedicated to EWR who will identify, implement and monitor measures to alleviate or eliminate wildlife hazards to air carrier operations on and within a five-mile radius of the Airport, as defined in the Work Plan (Attachment A). Phase I involves the Wildlife Hazard Assessment (WHA) and implementation of wildlife hazard control measures as per Federal Aviation Regulations Part 139.337, Wildlife Hazards Management. An effective WHA will provide information that when considered will increase aircraft operation safety and will help to protect human health and safety and reduce property damage on and within a five-mile radius of the Airport.

Phase II of the program involves preparing a Wildlife Hazard Management Plan (WHMP) and continued cooperation with operations personnel in implementing wildlife hazard control measures as per Federal Aviation Regulations Part 139.337, Wildlife Hazards Management. A WHMP is a document that describes the responsibilities, policies, and procedures to reduce wildlife hazards on and within a five-mile radius of the Airport. It provides guidelines and action plans to accomplish prioritized wildlife hazard management objectives within defined time frames. The plan will be based on scientific data and will be clearly written to provide information that when followed will increase aircraft operation safety and will help to protect human health and safety and reduce property damage on and within a five-mile radius of the Airport.

Phase III of the program involves continued cooperation with operations personnel in implementing wildlife hazard control measures as per Federal Aviation Regulations Part 139.337, Wildlife Hazards Management.

Attachment A, the Work Plan, provides a detailed description of all phases of the agreement. Attachment B, the Financial Plan, provides an outline of costs for the length of the agreement, with a budget year total not to exceed \$110,218 for the first year, \$125,780

for the second year, and \$133,038 for the third year (unless extra work is agreed upon by both the PORT AUTHORITY and APHIS WS).

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and the PORT AUTHORITY mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

The PORT AUTHORITY:

(b)(6)

Airport Operations Division
Building 1 – Conrad Road
Newark Liberty International Airport
Newark, NJ 07114

APHIS WS:

Wendy Anderson, State Director - NJ
USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be Manager, Airport Operations Division (AOD) or her designee, the State Director or her designee, and/or those additional persons authorized and approved by the Manager, AOD, and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing,

at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

The PORT AUTHORITY agrees:

1. To authorize APHIS WS to provide technical assistance and direct control services to reduce human health and safety risks and property damage associated with wildlife aircraft strikes at EWR. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by the PORT AUTHORITY. The PORT AUTHORITY will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement, up to, but not exceeding, the amount specified in the Financial Plan (Attachment B). The PORT AUTHORITY will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The PORT AUTHORITY ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS, the PORT AUTHORITY authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS prior to responding to any media requests regarding wildlife issues involving APHIS WS activities at EWR.
8. To obtain the appropriate permits for removal activities and list APHIS WS as subpermittees.
9. To provide a PORT AUTHORITY staff guide and vehicle to escort WS personnel/vehicles as reasonably required by Federal Aviation Administration regulations or to provide APHIS WS appropriate training and Airport identification to independently conduct APHIS WS activities on EWR property (including the Air Operations Area [AOA]).

10. To provide APHIS WS personnel with reasonable desk space and telephone service and to provide space for outdoor storage of equipment and supplies necessary to conduct WS activities on the Airport.
11. To provide parking for federal vehicles while conducting official duties.

ARTICLE 5

APHIS WS Agrees:

1. To conduct APHIS WS activities on and within a five-mile radius of EWR as outlined in the Work and Financial Plans referenced in Article 3 of this Agreement.
2. To designate to the PORT AUTHORITY the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill the PORT AUTHORITY for actual costs incurred by APHIS WS that are directly attributable to the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than three years from the date of completion of the services provided under this Agreement and the PORT AUTHORITY shall have the right to inspect and audit such records.
4. To have APHIS WS personnel comply with all Airport security rules, regulations, and directives.
5. To administer the program through utilization of federal employees and supervisors.
6. To coordinate with the PORT AUTHORITY before responding to any media requests related to their efforts at EWR.
7. To coordinate with the PORT AUTHORITY (EWR AOD) before implementing wildlife control measures.
8. To coordinate with the PORT AUTHORITY (EWR AOD) prior to contacting surrounding area landowners located within the five-mile radius of the Airport.
9. To obtain approval from the PORT AUTHORITY (EWR AOD) prior to presenting information to outside entities regarding the work conducted by APHIS WS on and within the five-mile radius of the Airport.

10. To submit invoices for services rendered at a frequency no less than quarterly.

11. To provide to the PORT AUTHORITY monthly reports of observations, recommendations, activities performed and services rendered.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Title 41, Section 22 United States Code, no Member of Congress shall be admitted to any share or part of this Agreement or to any benefit to arise thereupon.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

The PORT AUTHORITY certifies that APHIS WS has advised the PORT AUTHORITY that there may be private sector service providers available to provide wildlife management services that the PORT AUTHORITY is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the PORT AUTHORITY does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

ARTICLE 13

Neither the Commissioners of the PORT AUTHORITY nor any directors, officers, agents, employees, adjusters or attorneys of any of the Parties shall be charged personally with any liability or held liable (i) under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof, or (ii) for any act or omission in connection with their respective duties hereunder. This provision shall not affect the ability of APHIS WS to pursue legal action against the PORT AUTHORITY if the PORT AUTHORITY is in breach of this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

The PORT AUTHORITY Taxpayer Identification Number (TIN): 13-6400654

The PORT AUTHORITY:

BY:  (b)(6) _____ 8/16/09
Date
Port Authority of New York & New Jersey
225 Park Avenue South
New York, NY 10003

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY: Wendy Anderson _____ 9/2/09
Date
Wendy Anderson, State Director - NJ
USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867

BY: Robert W. Brown _____ 9/4/09
Date
Charles S. Brown
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

APPROVED:	
FORM	TERMS
ILG	OP

ATTACHMENT A WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

A. NEED FOR ASSISTANCE

In accordance with Federal Aviation Administration (FAA) requirements, the PORT AUTHORITY at EWR must conduct and has requested assistance with: 1) a Wildlife Hazard Assessment (WHA); 2) Wildlife Hazard Management Plan (WHMP); and 3) implementing wildlife hazard control measures to alleviate risks to human safety and damage to aviation, and property damage to aircraft, equipment, tools, and supplies in warehouses and hangars as per Federal Aviation Regulations Part 139.337, Wildlife Hazards Management.

The purpose of the WHA is to develop a detailed evaluation of wildlife hazard conditions on and within a five-mile radius of the Airport. The WHA is conducted by means of systematic data collection through on-site observations, surveys, and data analysis. The WHA will be the basis for developing the WHMP.

A WHMP is a document that describes the responsibilities, policies, and procedures to reduce wildlife hazards at the Airport. It provides guidelines and action plans to accomplish prioritized wildlife hazard management objectives within defined time frames. The plan will be based on scientific data and clearly written to provide information, that when followed, will increase aircraft operation safety and will help to protect human health and safety and reduce property damage on and within a five-mile radius of the Airport. It is a working document that should be reviewed at least annually. It should be modified as hazards, local wildlife populations, and wildlife hazard management techniques and approaches change. The development of a wildlife hazard committee or working group at

the Airport is an important aspect of the development and implementation of a WHMP. Representatives from government agencies and Airport departments should be those with decision-making authority for wildlife permits and wildlife hazard management policies and programs.

In 2002, APHIS WS assisted the PORT AUTHORITY with a WHA and in 2003 a WHMP was prepared. The PORT AUTHORITY staff currently conduct wildlife hazard control operations. During a recent Airport inspection, the FAA recommended that the PORT AUTHORITY conduct a new WHA based on its wildlife strike history and time elapsed since an assessment was completed. A new WHMP will be prepared based on the findings of a second WHA.

B. OBJECTIVES

Phase I: Wildlife Hazard Assessment

APHIS WS will conduct a 12-month WHA of EWR and lands surrounding the Airport within a five-mile radius with a wildlife biologist knowledgeable in WHA procedure. The data collected during the assessment will provide new information on wildlife hazards. This Cooperative Service Agreement (Agreement) between the PORT AUTHORITY and APHIS WS will ultimately alleviate wildlife damage to aviation, property, and human health and safety. The objectives of this phase would be to:

- 1) Conduct a WHA as prescribed by APHIS WS, of EWR, that documents the biology and ecological relationships of wildlife populations present on and within a five-mile radius of the Airport. Data pertaining to the occurrence, location and movements of wildlife species on a daily and seasonal basis will be recorded. Further, the identification and location of features on and within a five-mile radius of the Airport that may attract wildlife will be compiled. Detailed observations and descriptions of wildlife hazards to aircraft operations will be noted. Wildlife strike data and current wildlife hazard control operations will also be analyzed.
- 2) As outlined in the Agreement, provide a written report detailing elements listed in Objective 1. The report will also contain recommendations to alleviate wildlife hazards that are site-specific to EWR. The report will be written such that it can be incorporated into the WHMP.
- 3) Work with surrounding area landowners in identifying and abating potential or real wildlife hazards and obtaining permission to conduct wildlife hazard surveys on those lands. The APHIS WS wildlife biologist will be the responsible person for explaining the potential risks, recommending wildlife hazard mitigation, and working with the individuals or agencies to implement solutions.
- 4) Implement wildlife hazard control measures to reduce specific bird and mammal threats to aviation safety and coordinate effective solutions.
- 5) Present specific information relating to wildlife hazards at EWR during committee or other meetings. Meetings include internal meetings between APHIS WS and the PORT AUTHORITY, as well as external meetings that the PORT AUTHORITY requests APHIS WS attend either on their behalf or with them.

- 6) Provide technical assistance, wildlife hazard control measures, education, scientific research capability and liaison with the Airport, local, state, and federal regulatory agencies as part of a comprehensive wildlife hazard management program.

Phase II: Wildlife Hazard Management Plan

APHIS WS will prepare a WHMP, based on the findings of the WHA, and implement wildlife hazard management activities provided in the WHA. Activities will include wildlife hazard control, habitat management, and continued wildlife monitoring over a 12-month period. The objectives of this phase would be to:

- 1) Train Airport personnel on how to identify wildlife hazards and implement wildlife control measures to reduce specific bird and mammal threats to aviation safety and coordinate effective solutions.
- 2) Provide technical assistance, wildlife hazard control measures, education, scientific research capability and liaison with local, state, and federal regulatory agencies as part of a comprehensive wildlife hazard management program at the facility mentioned in this Agreement.
- 3) Continue wildlife surveys on and within a five-mile radius of EWR that document the biology and ecological relationships of wildlife populations in the area. Data pertaining to the occurrence, location and movements of wildlife species on a daily and seasonal basis will be recorded. Furthermore, the identification and location of features on or within a five-mile radius of EWR that may attract wildlife will be compiled. Detailed observations and descriptions of wildlife hazards to aircraft operations will be noted.
- 4) Participate in the Wildlife Hazard Working Group at EWR. The APHIS WS wildlife biologist will present specific information relating to wildlife hazards at EWR.
- 5) Work with surrounding area landowners within a five-mile radius of EWR in identifying and abating potential or real wildlife hazards.
- 6) Assist the PORT AUTHORITY with implementation of the Airport's master plan, specifically relating to wildlife and habitat management issues.

Phase III: Continued Wildlife Hazard Management Operations

APHIS WS will continue to conduct wildlife hazard management activities as provided in the WHA and WHMP. Activities will include wildlife hazard control, habitat management, and continued wildlife monitoring over a 12-month period. Objectives would be the same as those listed in Phase II.

C. APPROACH

Phase I: Wildlife Hazard Assessment

A WHA is a comprehensive, detailed study and evaluation of factors contributing to wildlife hazards involving systematic quantitative data collection through on-site

observations and surveys. APHIS WS will monitor wildlife populations and their movements to determine the status of species in order to analyze wildlife factors contributing to wildlife hazards. Typically, a WHA is conducted over the length of a year to fully assess seasonal effects on wildlife behavior. This information would be used to develop a comprehensive WHMP.

Specifically, the WHA will be undertaken to sample bird and mammal species and frequency, seasonal and behavioral activities, and locations of wildlife activity in relation to the Airport. The WHA would begin after a mutually agreed-upon date. Wildlife abundance data will be collected for 12 consecutive months. Data will be analyzed and scientific literature will be reviewed monthly. Wildlife strike data and current wildlife hazard control operations will also be analyzed. Results of monthly data analyses will be shared with Airport operations upon request. Data will be analyzed and a final report will be written during the first several months of the second year of this Agreement. Resulting recommendations will be incorporated into the Airport's WHMP.

Birds

A systematic random sample experimental design will be used to sample birds at observation sites spaced equidistant within the Aircraft Operation Area (AOA). Birds will be sampled four times per month (e.g., once per week). There will be three observation periods per day. Birds will be observed for five minutes per observation site. Bird activity will be sampled for 12 consecutive months. Birds will also be surveyed on lands within a five-mile radius of the Airport environment that are identified during the initial development phase of the WHA.

Mammals

Counts of mammalian species will be conducted monthly to obtain an index of mammal abundance on and within a five-mile radius of the Airport environment. Spotlight counts will be conducted two nights per month. Technical assistance will be provided on managing mammals if a wildlife hazard is perceived. Wildlife hazard control measures will be recommended if warranted, and implemented by APHIS WS if the PORT AUTHORITY requests assistance.

If the presence of raptors and owls is noted, a small mammal trapping study may be conducted to identify the occurrence and composition of these populations that are attracting the predatory birds. Data collected will be used similarly as discussed in the previous paragraph.

Habitat Assessment

The APHIS WS biologist will examine land features (e.g., brushy areas, natural water areas, human-made water impoundments, trees used as perches, etc.) within a five-mile radius of EWR to ascertain if they constitute or contribute to wildlife hazard conditions. The APHIS WS biologist will accomplish this task through the use of maps and by ground truthing the area. This work will be ongoing over the course of the study to assess whether time of year plays a role (e.g., pooling of water during the rainy season, etc.).

Phase II: Wildlife Hazard Management Plan

In an effort to identify new wildlife-related hazards and monitor existing hazards identified during the WHA, APHIS WS will continue wildlife and habitat monitoring during the preparation of the WHMP. This monitoring effort will use the same methodology as specified in Phase I, but will occur in a reduced capacity as compared to the formal WHA. This data will allow for comparison to the baseline data identified during the WHA.

Phase III: Continued Wildlife Hazard Management Operations

APHIS WS will continue wildlife and habitat monitoring for comparison with baseline data. APHIS WS will continue to manage potential or existing wildlife hazards identified during the WHA, WHMP, or through continued monitoring.

WILDLIFE CONTROL MEASURES

Wildlife hazard control measures will be used to protect human health and safety and property by using an integrated wildlife damage management approach which relies on applying any and all practical and legal methods to alleviate wildlife damage while minimizing environmental impacts. The APHIS WS wildlife biologist will be available to assist with wildlife control measures currently being implemented by EWR employees, analyze data, aid in species identification, and challenge current protocols with the intent of improving effectiveness.

SAFETY

APHIS WS will conduct operations in accordance with the PORT AUTHORITY safety, security, and environmental regulations and procedures. All other safety requirements of APHIS WS, the FAA, and the PORT AUTHORITY will be met by APHIS WS as required.

OTHER ACTIVITIES

Technical assistance to alleviate wildlife hazards will be provided to the Airport as necessary or as requested. Wildlife hazard control measures will be prioritized by the biologist, with aviation safety given the highest priority. Other wildlife hazard control measures will be implemented as resources and time allow. Wildlife hazard control measures may include population reduction, exclusion, harassment, repellents, and habitat alteration.

The APHIS WS wildlife biologist will work with adjacent landowners to reduce the local threat of wildlife species when it benefits the PORT AUTHORITY.

It is likely that EWR will receive questions from the public and the media regarding wildlife hazard management at EWR. APHIS WS will, as needed, assist EWR in providing

the media with scientifically-based information regarding wildlife and wildlife hazard management at EWR.

D. RESULTS AND BENEFITS EXPECTED

The PORT AUTHORITY will receive far-reaching benefits from the presence of an APHIS WS biologist. Expected benefits include:

- 1) Alleviation of problems caused by wildlife due to the presence of a reliable wildlife damage biologist.
- 2) Direct control of wildlife problems in a timely and efficient manner.
- 3) Consultation and recommendations on altering or eliminating problematic wildlife habitats.
- 4) Identification of wildlife hazards to aviation.
- 5) Quantitative data on wildlife species, including frequency of occurrence.
- 6) Identification of seasonal and behavioral activity of wildlife.
- 7) Identification of habitat locations that attract wildlife in relation to the Airport.

An APHIS WS biologist with expertise in wildlife management at airports will identify alternatives to resolve wildlife conflicts and promptly implement methods to alleviate wildlife hazards. The APHIS WS biologist will also provide educational programs to train Airport personnel in alleviating wildlife hazards (if needed), recommendations to reduce wildlife attractants on expansion projects, and coordinate with appropriate state and federal agencies for permits related to the management of wildlife conflicts.

E. RESOURCES REQUIRED

An APHIS WS wildlife biologist will conduct the activities described in this agreement. Additional APHIS WS personnel will assist as necessary with meetings, presentations and wildlife hazard control operations.

The PORT AUTHORITY will appoint an individual as a point of contact. The PORT AUTHORITY will provide logistical support (e.g., access to areas, training when applicable, etc.). The APHIS WS biologist will complete all necessary training and coordinate with appropriate personnel to maintain training requirements during the life of the Agreement.

F. PROCUREMENT AND OFFICE SPACE

Purchase of supplies and hiring of a full-time biologist will be done by APHIS WS as outlined in the Financial Plan. Additionally, all expenditures will be processed through APHIS WS' administrative system as described in the Financial Plan.

The PORT AUTHORITY will provide office space, phone service, and access to copiers, and fax machines for the APHIS WS biologist. APHIS WS will provide a vehicle, necessary office supplies, and necessary field supplies such as binoculars, spotting scope,

range finder, traps, ammunition, rotating beacon and other necessary equipment for use in the field.

G. STIPULATIONS AND RESTRICTIONS

APHIS WS activities under this Agreement will be limited to the Airport aviation site, surrounding area, and other sites mentioned in this Agreement. Techniques will be environmentally sound, safe, and selective. All program activities will comply with applicable local, state, and federal laws and regulations. If applicable, both federal and state permits will be secured to perform the work outlined in this Agreement. These activities will be within the policy guidelines of APHIS WS.

H. REPORTS

APHIS WS will be responsible for the preparation of all required reports to document activities (i.e., individual site reports, scientific study, etc.) and periodic progress reports to be shared with the PORT AUTHORITY'S Aviation Wildlife Management Program, EWR operations and management. Such progress reports will include monthly reports of activities, observations, and recommendations. APHIS WS will also be responsible for completing annual reports associated with the United States Fish and Wildlife Service (USFWS) and NJ Division of Fish and Wildlife (NJDFW) for renewable depredation and other necessary permits. APHIS WS will also assist The PORT AUTHORITY in obtaining any necessary permits that may be required to conduct wildlife management activities.

I. PERSONNEL REQUIREMENTS

The writing of the WHA and WHMP will be conducted or overseen by a full-time wildlife biologist who meets the qualifications as outlined in FAA Advisory Circular 150/5200-36. All APHIS WS personnel working on the Airport will be required to obtain and display an Airport-issued ID badge. Prior to issuance of an Airport ID badge, all APHIS WS personnel will have to complete any background checks required by the Airport and TSA.

Effective Dates

The recruiting and hiring of a qualified wildlife biologist by APHIS WS shall commence upon final signature of this Agreement. Planned activities by APHIS WS, as stipulated in Attachment A, will begin at the time of the hiring of a qualified wildlife biologist, and shall continue for three years from the date of commencement of the planned activities.

Resources Required

APHIS WS will provide a full-time wildlife biologist to the PORT AUTHORITY at EWR. This biologist will be assisted by the lead airport wildlife biologist and supervised by the State Director within the APHIS WS' New Jersey Program.

**ATTACHMENT B
FINANCIAL PLAN**

PHASE I (2009-2010)

Personnel Costs	\$76,230
Travel.....	\$ 6,820
Vehicle Usage.....	\$ 3,728
Supplies/Equipment.....	\$ 2,000
Uniform/Equipment Capitalization Cost	\$ 7,102
Program Support	\$14,338

TOTAL\$110,218
6% Extra Work.....\$ 6,613*

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **\$110,218** for the budget year unless extra work is agreed upon by both the PORT AUTHORITY and APHIS WS.
* Extra Work includes APHIS WS assistance, at the request of the PORT AUTHORITY, in work not included in the original scope of this Agreement and Work Plan.

PHASE II (2010-2011)

Personnel Costs	\$91,792
Travel.....	\$ 6,820
Vehicle Usage	\$ 3,728
Supplies/Equipment.....	\$ 2,000
Uniform/Equipment Capitalization Cost.....	\$ 7,102
Program Support	\$14,338

TOTAL\$125,780
6% Extra Work.....\$ 7,547

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **\$125,780** for the budget year unless extra work is agreed upon by both the PORT AUTHORITY and APHIS WS.

PHASE III (2011-2012)

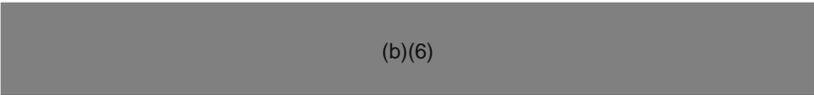
Personnel Costs	\$94,610
Travel.....	\$ 6,820
Vehicle Usage	\$ 3,729
Supplies/Equipment.....	\$ 2,000
Uniform/Equipment Capitalization Cost.....	\$ 8,573
Program Support	\$17,306

TOTAL\$133,038
6% Extra Work.....\$ 7,982

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **\$133,038** for the budget year unless extra work is agreed upon by both the PORT AUTHORITY and APHIS WS.

Financial Point of Contact

Port Authority



(b)(6)

APHIS, WS: Lisa Spinelli
Budget Analyst

(908) 735-5654 x5
Phone

WS-ER (5-07)

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between
Baker Properties 2007-2008
and the

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)**

0972349001
973-7234-702

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project to deter vultures from roosting on the cooperators property.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will reimburse the U.S. Department of Agriculture the sum of \$ ~~2500~~ ^{955.65} to cover the costs as outlined in the Financial Plan on the back of this page.
3. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. Control activities will be conducted in accordance with applicable Federal, State, and local laws and regulations.
6. Nothing in this Agreement shall prevent any other individual or organization from entering into separate Agreements with APHIS-WS for the purpose of managing wildlife damage.
7. The Cooperator certifies that wildlife management options, including the use of services provided by the private sector, have been carefully considered. After considering these options, the Cooperator requests that WS provide its services under the stated terms of this agreement.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegates to Congress shall be admitted to any share or part of the Agreement or to any benefits to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective on _____ and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not deposit necessary funds, APHIS-WS is relieved of the obligation to provide services under this Agreement.

COOPERATOR Name and Address:

Baker Properties
P.O. Box 1013
Dayton, NJ 08810
Contact (b)(6)
Phone: _____ Fax: 732-438-1678

(b)(6)

3/3/08
Date

Tax Identification Number: 06-086 3201

USDA-APHIS-WS
Janet L. Bucknall, State Director
140-C Locust Grove Rd.
Pittstown, NJ 08867 1-866-4-USDA-WS

J. L. Bucknall
State Director's Signature
10/14/08
Date

PAID
5709
RROR

WORK PLAN

Vulture Harassment 2007-2008 Service

Wildlife Species: turkey vulture (*Cathartes aura*) and black vulture (*Coragyps atratus*)

Description of Damage: Wildlife Services (WS) annually received requests for assistance to reduce damage caused by vultures. These birds cause damage by loafing, roosting, predation on newly born domestic and wild animals, also contaminating equipment/structures with droppings, and are associated with various diseases. WS can reduce this damage at the local level through the use of a vulture effigy placed in the roost area. Baker Properties has requested that WS reduce the number vultures contaminating the property located at 405 Heron Drive, Swedesboro, New Jersey.

Location: Swedesboro, Gloucester County, New Jersey

Services Provided: USDA-APHIS-Wildlife Services biological personnel would conduct operational activities which include: Use of vulture carcasses to reduce vulture damage at 405 Heron Drive. Carcasses will be displayed on the rooftop of the building near damage site. Carcasses shall be replaced every two weeks. If the vultures become habituated to the carcass, harassment/shooting may be used to reinforce this method.

WS and Cooperator Agree:

1. Baker Properties would coordinate with WS before responding to media and public requests pertaining to the proposed activities, and would provide a spokesperson to respond to information requests during conduct of activities.
2. Baker Properties will secure safe access the rooftop of the building located at 405 Heron Drive, Swedesboro, NJ 08085 where the effigy may be placed.
3. WS will comply with all terms and conditions of this agreement, and with all relevant permits, laws, regulations related to wildlife and vulture management in New Jersey.

FINANCIAL PLAN

Personnel Costs	\$1494
Travel.....	\$ 0
Vehicle Usage	\$ 620
Supplies	\$ 119
Equipment.....	\$ 0
Services.....	\$ 0
Program Support	361
TOTAL COST.....	\$2,594

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed the **TOTAL COST** of \$ 2,594

ENTERED
 4/23/09
 ACMS

WS-ER (2-08)

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between

(b)(6) (OTRMCCLLC)

and the

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)**

097234 9002
973-7234-700

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$267 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. OTRMCCLLC certifies that APHIS WS has advised the OTRMCCLLC that there may be private sector service providers available to provide wildlife management services that the OTRMCCLLC is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective OCTOBER 2, 2008 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 31-1686337

(b)(6)
Morris Corporate Center
300 Interpace Parkway
Parsippany, NJ 07054

USDA-APHIS-Wildlife Services
140-C Locust Grove Road
Pittstown, NJ 08867

(b)(6) 10/6/08
Cooperator's Signature Date

[Signature] 10/15/08
State Director Date

PAID
11/7/08

WORK PLAN

Wildlife Species: turkey vulture (*Cathartes aura*) and black vulture (*Coragyps atratus*)

Description of Damage: WS annually receives requests for assistance to reduce damage caused by vultures. These birds cause damage by loafing, roosting, predation on young domestic and wild animals, and contaminating equipment/structures with droppings. Vultures are also associated with various diseases that can be transmitted to humans and other animals. WS can reduce this damage at the local level through the use of vulture effigies placed in the roost area. (b)(6) has requested that WS reduce the number of vultures contaminating this property.

Location: Parsippany, Morris County, New Jersey

Services Provided: USDA-APHIS-Wildlife Services biological personnel will supply 2 vulture effigies to reduce vulture damage to property.

FINANCIAL PLAN

Personnel Costs.....	\$ 25
Travel & Vehicle Usage.....	\$ 0
Supplies & Equipment.....	\$ 205
Services.....	\$ 0
Program Support.....	\$ 37
TOTAL	\$ 267

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$267.

Financial Point of Contact

Cooperator: _____
<Name to call for billing questions> Phone _____

APHIS, WS: Lisa Spinelli _____
Budget Analyst Phone 908-735-5654

ENTERED
4/23/09
ACMS

WS-ER (2-08)

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between
VERIZON WIRELESS

09 7234 9 003
973-7234-700

and the
**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)**

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C. 426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$896 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. VERIZON certifies that APHIS WS has advised VERIZON that there may be private sector service providers available to provide wildlife management services that the VERIZON is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective OCTOBER 20, 2008 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 22-3723921

VERIZON WIRELESS
141 Industrial Parkway
Branchburg, NJ 08876

USDA-APHIS-Wildlife Services
140-C Locust Grove Road
Pinetown, NJ 08867



(b)(6)

10/22/08
Date

[Signature] 10/27/08
State Director Date

Cooperator's Signature

PAID
12/31/08

WORK PLAN
Vulture Harassment Fall/Winter 2008-2009

Wildlife Species: turkey vulture (*Cathartes aura*) and black vulture (*Coragyps atratus*)

Description of Damage: WS annually receives requests for assistance to reduce damage caused by vultures. Vultures cause damage by loafing, roosting, predation on newly born domestic and wild animals, also contaminating equipment/structures with droppings, and are associated with various diseases. WS can reduce this damage at the local level through the use of a vulture effigy/carcasses placed in the roost/damage area. Verizon has requested that WS reduce the number of vultures contaminating the property.

Location: Cell Phone Tower, 10 Hilltop Dr, Stockton, Hunterdon County, New Jersey

Services Provided: USDA-APHIS-Wildlife Services biological personnel would conduct operational activities which include: The use of vulture carcass to reduce vulture damage to property. One vulture/vulture effigy will be suspended from the tower to disperse vultures. This agreement consists of performing this method two times this winter, the vultures main time to congregate in large number. Harassment of vultures with pyrotechnics may supplement effigy if necessary. A search of the property will be conducted to identify any carcasses that would potentially be attracting vultures.

WS and the Cooperator Agree:

1. Verizon would coordinate with WS before responding to media and public requests pertaining to the proposed activities, and would provide respond to information requests during conduct of activities.
2. Verizon has been informed that the effigy shall be removed after the winter, or will inform WS when the vulture carcass is to be removed.
3. WS will comply with all terms and conditions of this agreement, and with all relevant permits, laws, regulations related to wildlife and vulture management in NJ.
4. Verizon will provide a climber to hang the Vulture from the cell phone tower, WS will provide technical assistance on-site.

FINANCIAL PLAN

Personnel Costs.....	\$379
Travel & Vehicle Usage.....	\$136
Supplies & Equipment.....	\$256
Services.....	\$0
Program Support.....	\$125
TOTAL	\$896

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$896.

Financial Point of Contact

Cooperator: _____

(b)(6)

APHIS, WS: Lisa Spinelli
Budget Analyst

 908-735-5654
Phone

ENTERED
5/23/09

COOPERATIVE SERVICE AGREEMENT

Agreement No.:

Accounting Code:

Between
HOLIDAY VILLAGE EAST
and the

09 7234 9004 RA

973-7234-702

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$3261 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement..
7. Holiday Village East certifies that APHIS WS has advised the Holiday Village East that there may be private sector service providers available to provide wildlife management services that the Holiday Village East is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 22-2995946

Holiday Village East
(b)(6)
MAMCO Property Management
101 Amaryllis Boulevard
Mount Laurel, NJ 08054

USDA APHIS Wildlife Services
Wendy Anderson, State Director
140-C Locust Grove Road
Pittstown, NJ 08867

(b)(6)

Cooperator's Signature
1-20-09

Date

Wendy Anderson

State Director
2/20/09

Date

PAID
11/9/09

WORK PLAN

Wildlife Species: Muskrat (*Ondatra zibethicus*)

Description of Damage: Burrowing/digging into stream/pond banks which causes erosion and human health and safety issues for residents when tunnels and dens collapse. Cuttings of vegetation and ornamental trees result in property damage. Muskrats are hosts to large number of parasites and serve as carriers for disease.

Location: Mount Laurel, Burlington County, New Jersey

Services Provided: APHIS WS biological personnel will conduct operational activities and provide technical assistance which includes: 1. Removal of muskrats from common property during a two week period (Monday – Friday) exact dates to be determined by WS and Holiday Village East. 2. Coordination of management activities with New Jersey Division of Fish and Wildlife (NJDFW) prior to removal of muskrats. 3. APHIS WS will provide a written report summarizing activities conducted pursuant to this agreement no later than September 30. Animals/pelts will either be donated to a trapping program for educational use or disposed of at a secure location if requested by Holiday Village East.

APHIS WS and Cooperator Agree:

1. Holiday Village East will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in New Jersey.
3. APHIS WS will conduct muskrat work on Holiday Village East common property.
4. Muskrats are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy.

FINANCIAL PLAN

Personnel Costs.....	\$1,523
Travel.....	\$0
Vehicle Usage	\$708
Supplies & Equipment	\$396
Services/Equipment Capitalization Cost.....	\$210
Program Support.....	\$424
TOTAL	\$3,261

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$3,261**.

Financial Point of Contact

Cooperator:

(b)(6)

<Name to call for billing questions> Phone

APHIS-WS:

Lisa Spinelli
Budget Analyst

(908) 735-5654 x5
Phone

ENTERED
4/23/09
AMS

COOPERATIVE SERVICE AGREEMENT
Between
BERGEN COUNTY UTILITIES AUTHORITY
and the
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

Agreement No.:
Accounting Code:

0972349005 RA
9737234702

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

- 1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$3173 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement..
7. Bergen County Utilities Authority certifies that APHIS WS has advised the Bergen County Utilities Authority that there may be private sector service providers available to provide wildlife management services that the Bergen County Utilities Authority is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 22-6002429

(b)(6)

Bergen County Utilities Authority
P.O. Box 9, Foot of Mehrhof Rd
Little Ferry, NJ 07643

USDA APHIS Wildlife Services
Wendy Anderson, State Director
140-C Locust Grove Road
Pittstown, NJ 08867

(b)(6)

2/10/09

Cooperator's Signature

Date

Wendy Anderson
State Director

3/9/09
Date

PAID 11/30/09

WORK PLAN

Wildlife Species: Canada Geese (*Branta canadensis*)

Description of Damage: Canada goose presence on Bergen County Utilities Authority property results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns (damage to parks and erosion of stream and lake banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, hazards to aviation, and other problems that affect the quality of life for Bergen County Utilities Authority employees and adjacent residents which may have the potential to cause human illness and/or injury.

Location: Little Ferry, Bergen County, New Jersey

Services Provided: USDA APHIS Wildlife Services biological personnel would conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 27 through May 5) at 10-14 day intervals. USDA APHIS Wildlife Services will provide a letter report summarizing activities conducted pursuant to this agreement no later than September 30.

USDA APHIS Wildlife Services and Cooperator Agree:

1. Bergen County Utilities Authority will coordinate with USDA APHIS Wildlife Services before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. USDA APHIS Wildlife Services will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in New Jersey.
3. USDA APHIS Wildlife Services will conduct Canada goose nest and egg treatment at the Bergen County Utilities Authority.
4. Work will be conducted under the permit issued to the USDA APHIS Wildlife Service program, and USDA APHIS Wildlife Services will complete the required Annual Report for the United States Fish and Wildlife Service.

FINANCIAL PLAN

Personnel Costs.....	\$2,038
Travel.....	\$0
Vehicle Usage	\$485
Supplies & Equipment	\$33
Uniform/Equipment Capitalization Cost.....	\$204
Program Support.....	\$413
TOTAL	\$3,173

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$3,173.

Financial Point of Contact

Cooperator: _____
 <Name to call for billing questions> Phone _____

APHIS-WS: _____ 1-866-4-USDA-WS
 Lisa Spinelli, Budget Analyst Phone _____

ENTERED
4/23/09
ACMS

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between
TOWNSHIP OF MOORESTOWN
and the

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

0972349007 RA
973-7234-702

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$ 3340 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement..
7. Township of Moorestown certifies that APHIS WS has advised the Township of Moorestown that there may be private sector service providers available to provide wildlife management services that the Township of Moorestown is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 21-6000-896

Township of Moorestown
(b)(6)
111 West Second Street
Moorestown, NJ 08057

USDA APHIS Wildlife Services
Wendy Anderson, State Director
140-C Locust Grove Road
Pittstown, NJ 08867

(b)(6)

Cooperator's Signature

2-10-2009
Date

Wendy J Anderson 3/9/09
State Director Date

WORK PLAN

Wildlife Species: Canada Geese (*Branta canadensis*)

Description of Damage: Canada goose presence on Township of Moorestown property results in accumulations of feces (nuisance, potential human health concerns), grazing of turf (damage to lawns and erosion of stream and lake banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, and other problems that affect the quality of life for residents which may be the potential to cause human illness and/or injury.

Location: Moorestown, Burlington County, New Jersey

Services Provided: APHIS-WS biological personnel will conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 27 through May 5) at 10-14 day intervals. APHIS-WS will provide a written report summarizing activities conducted pursuant to this agreement no later than September 30.

APHIS-WS and Cooperator Agree:

1. Township of Moorestown will coordinate with APHIS-WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS-WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in New Jersey.
3. APHIS-WS will conduct Canada goose operational activities on Township of Moorestown property.

FINANCIAL PLAN

Personnel Costs.....	\$2,361
Travel.....	\$0
Vehicle Usage	\$296
Supplies & Equipment	\$33
Services/Equipment Capitalization Cost.....	\$215
Program Support.....	\$434
TOTAL	\$3,340

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$3,340.

Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

Financial Point of Contact

Cooperator:

(b)(6)

<Name to call for billing questions> Phone

APHIS-WS:

Lisa Spinelli (908) 735-5654 x5
Budget Analyst Phone

ENTERED
5/20/09

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between
SHADOW LAKE VILLAGE CONDO ASSOCIATION
and the
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

09 7234 9008 RA
973 7234 702

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$ 2074 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement..
7. Shadow Lake Village Condo Association certifies that APHIS WS has advised the Shadow Lake Village Condo Association that there may be private sector service providers available to provide wildlife management services that the Shadow Lake Village Condo Association is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 22-1963844

Shadow Lake Village Condo Association
(b)(6)
1 Loch Arbor Way
Red Bank, NJ 07701

USDA APHIS Wildlife Services
Wendy Anderson, State Director
140-C Locust Grove Road
Pittstown, NJ 08867

Wendy Anderson 3/9/09
State Director Date

(b)(6)

Cooperator's Signature Date 2.19.09

PAID
11/13/09

WORK PLAN

Wildlife Species: Canada Geese (*Branta canadensis*)

Description of Damage: Canada goose presence on Shadow Lake Village Condo Association property results in accumulations of feces (nuisance, potential human health concerns), grazing of turf (damage to lawns and erosion of stream and lake banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, and other problems that affect the quality of life for residents which may be the potential to cause human illness and/or injury.

Location: Red Bank, Monmouth County, New Jersey

Services Provided: APHIS-WS biological personnel would conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 27 through May 5) at 10-14 day intervals. APHIS-WS will provide a written report summarizing activities conducted pursuant to this agreement no later than September 30.

USDA, APHIS, Wildlife Services and Cooperator Agree:

1. Shadow Lake Village Condo Association will coordinate with APHIS-WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS-WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in New Jersey.
3. APHIS-WS will conduct Canada goose work on Shadow Lake Village Condo Association common property.

FINANCIAL PLAN

Personnel Costs.....	\$1,311
Travel.....	\$0
Vehicle Usage.....	\$326
Supplies & Equipment	\$33
Services/Equipment Capitalization Cost.....	\$134
Program Support.....	\$270
TOTAL	\$2,074

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$2,074.

Financial Point of Contact

Cooperator:

(b)(6)

<Name to call for billing questions>

Phone

APHIS-WS:

Lisa Spinelli
Budget Analyst

(908) 735-5654 x5
Phone

ENTERED
4/22/09
ACMS

COOPERATIVE SERVICE AGREEMENT

Agreement No.:

Accounting Code:

Between
Borough of Mountain Lakes
and the

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

09 7234 9009 RA
983-7234-776

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and the Cooperator agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$2,058 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. The Borough of Mountain Lakes certifies that APHIS WS has advised the Borough of Mountain Lakes that there may be private sector service providers available to provide wildlife management services that the Borough of Mountain Lakes is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: (b)(6)

Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046-1527

USDA APHIS Wildlife Services
140-C Locust Grove Road
Pittstown, NJ 08867-4049

Cooperator

(b)(6)

3/17/09
Date

Wendy Anderson, State Director

3/9/09
Date

PAID
3/3/09

WORK PLAN

Wildlife Species: Canada goose (*Branta canadensis*)

Description of Damage: Canada goose presence on the Borough of Mountain Lakes' property results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns and turf (erosion of stream and lake banks), aggressive behavior of geese during the nesting season (potential human safety problems) and other problems that affect the quality of life for the Borough of Mountain Lakes' residents. Additional safety problems include traffic hazards on roadways and hazards to aviation.

Location: Mountain Lakes, Morris County, New Jersey

Services Provided: APHIS WS biological personnel will conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 30 through May 8) at 7-10 day intervals.

WS and Cooperator Agree:

1. The Borough of Mountain Lakes will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in NJ.
3. APHIS WS will conduct activities throughout the residential area and lakes located at the Borough of Mountain Lakes.

FINANCIAL PLAN

Personnel Costs.....	\$ 1,203
Travel.....	\$ 0
Vehicle Usage	\$ 454
Supplies & Equipment	\$ 0
Uniform/Equipment Capitalization Cost.....	\$ 133
Program Support.....	\$ 268
TOTAL	\$ 2,058

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$2,058**.

Financial Point of Contact

Cooperator: _____

(b)(6)

APHIS WS: Lisa Spinelli
Budget Analyst

908-735-5654 x5
Phone

ENTERED
4/23/09
ACMS

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between
Pequannock Township-Parks and Recreation
and the

09 7234 9010 RA
973 7234 702

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and the Cooperator agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$2,075 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. Pequannock Township certifies that APHIS WS has advised Pequannock Township that there may be private sector service providers available to provide wildlife management services that Pequannock Township is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: (b)(6)

22-6002204

Pequannock Township-Parks and Recreation
530 Newark Pompton Turnpike
Pompton Plains, NJ 07444-1744

USDA APHIS Wildlife Services
140-C Locust Grove Road
Pittstown, NJ 08867-4049

(b)(6)

2/18/09

Cooperator's Signature Date

Wendy J. Anderson 3/9/09
Wendy Anderson, State Director Date

WORK PLAN

Wildlife Species: Canada goose (*Branta canadensis*)

Description of Damage: Canada goose presence on Pequannock Township property results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns and turf (erosion of stream and lake banks), aggressive behavior of geese during the nesting season (potential human safety problems) and other problems that affect the quality of life for Pequannock Township residents and employees. Additional safety problems include traffic hazards on roadways and hazards to aviation.

Location: Pequannock Township, Morris County, New Jersey

Services Provided: APHIS WS biological personnel will conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 30 through May 8) at 7-10 day intervals.

WS and Cooperator Agree:

1. Pequannock Township will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in NJ.
3. APHIS WS will conduct activities at designated Pequannock Township properties and the Badaan property, located adjacent to the Pequannock Township Park property.

FINANCIAL PLAN

Personnel Costs.....	\$ 1,203
Travel.....	\$ 0
Vehicle Usage	\$ 468
Supplies & Equipment	\$ 0
Uniform/Equipment Capitalization Cost.....	\$ 134
Program Support.....	\$ 270
TOTAL	\$ 2,075

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$2,075**.

Financial Point of Contact

Cooperator:

(b)(6)

2/18/09
Phone

APHIS WS: Lisa Spinelli
Budget Analyst

908-735-5654 x5
Phone

ENTERED
4/22/09
ACMS

COOPERATIVE SERVICE AGREEMENT

Agreement No.:

Between

Accounting Code:

Township of Denville

and the

09 7234 9011 RA

973 7234 702

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and the Cooperator agree:

- 1. APHIS WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$2,292 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. The Township of Denville certifies that APHIS WS has advised the Township of Denville that there may be private sector service providers available to provide wildlife management services that the Township of Denville is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 22-6001748

Township of Denville
1 Saint Mary's Place
Denville, NJ 07834-2122

USDA APHIS Wildlife Services
140-C Locust Grove Road
Pittstown, NJ 08867-4049

Cooperator's Si

(b)(6)

2/18/09

Date

Wendy Anderson, State Director

3/9/09 Date

WORK PLAN

Wildlife Species: Canada goose (*Branta canadensis*)

Description of Damage: Canada goose presence on the Township of Denville property results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns and turf (erosion of stream and lake banks), aggressive behavior of geese during the nesting season (potential human safety problems) and other problems that affect the quality of life for the Township of Denville residents. Additional safety problems include traffic hazards on roadways and hazards to aviation.

Location: Denville Township, Morris County, New Jersey

Services Provided: APHIS WS biological personnel will conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 30 through May 8) at 7-10 day intervals.

WS and Cooperator Agree:

1. The Township of Denville will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in NJ.
3. APHIS WS will conduct activities at designated Township of Denville sites, including Gardner Park, Cook Pond, Cedar Lake, Meriam Hepner Park, East Glen Road Pond and Lake Arrowhead Ponds.

FINANCIAL PLAN

Personnel Costs.....	\$ 1,392
Travel.....	\$ 0
Vehicle Usage	\$ 454
Supplies & Equipment	\$ 0
Uniform/Equipment Capitalization Cost.....	\$ 148
Program Support.....	\$ 298
TOTAL	\$ 2,292

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$2,292**.

Financial Point of Contact

Cooperator: _____

(b)(6)

APHIS WS: Lisa Spinelli
Budget Analyst

908-735-5654 x5
Phone

ENTERED
7/22/09

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between
Hanover Sewage Treatment Plant (STP)
and the

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

09 7234 9012 RA
973 7234 702

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and the Cooperator agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$4,365 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. Hanover STP certifies that APHIS WS has advised Hanover STP that there may be private sector service providers available to provide wildlife management services that Hanover STP is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 22-6017001

Hanover STP
1000 Route 10 P.O. Box 250
Whippanv. NJ 07981-1005

(b)(6) _____
Cooperator's Signature Date 2/11/09

USDA APHIS Wildlife Services
140-C Locust Grove Road
Pittstown, NJ 08867

Wendy Anderson, State Director 3/9/09
Date

PAID 12/3/09

WORK PLAN

Wildlife Species: Canada goose (*Branta canadensis*)

Description of Damage: Canada goose presence on Hanover STP property results in accumulations of feces (nuisance, potential human health concerns to water quality), grazing of turf, aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, hazards to aviation, and other problems that affect human health and safety.

Location: Whippany, Morris County, NJ

Services Provided: APHIS WS biological personnel will conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 30 through May 8) at 7-10 day intervals. Capture and euthanasia of Canada geese located on the Hanover STP property during the molt will occur one day between the dates of June 15 and July 5.

WS and Cooperator Agree:

1. Hanover STP will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in NJ.
3. APHIS WS will conduct activities at Hanover STP property.
4. Hanover STP will obtain the appropriate permits for capture/removal activities for Canada geese and list APHIS WS as a subpermittee.
5. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy.

FINANCIAL PLAN

Personnel Costs.....	\$ 1,700
Travel.....	\$ 1,337
Vehicle Usage	\$ 455
Supplies & Equipment	\$ 24
Uniform/Equipment Capitalization Cost.....	\$ 281
Program Support.....	\$ 568
TOTAL	\$ 4,365

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$4,365.

Financial Point of Contact

Cooperator:

(b)(6)

Phone

APHIS WS:

Lisa Spinelli
Budget Analyst

908-735-5654 x5
Phone

ENTERED
4/22/09
ACMS

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

09 7234 9 013 RA
973 7234 702

Between
SOUTH BRUNSWICK TOWNSHIP
and the
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$ 2211 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement..
7. South Brunswick Township certifies that APHIS WS has advised the South Brunswick Township that there may be private sector service providers available to provide wildlife management services that the South Brunswick Township is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 22-6002306

South Brunswick Township
(b)(6)
P.O. Box 190
Monmouth Junction, NJ 08852

USDA APHIS Wildlife Services
Wendy Anderson, State Director
140-C Locust Grove Road
Pittstown, NJ 08867

Coc (b)(6) 2/24/09
Date

Wendy Anderson 3/10/09
State Director Date

WORK PLAN

Wildlife Species: Canada Geese (*Branta canadensis*)

Description of Damage: Canada goose presence on South Brunswick Township property results in accumulations of feces (nuisance, potential human health concerns), grazing of turf (damage to lawns and erosion of stream and lake banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, and other problems that affect the quality of life for residents which may be the potential to cause human illness and/or injury.

Location: South Brunswick Township, Middlesex County, New Jersey

Services Provided: APHIS-WS biological personnel would conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 27 through May 5) at 10-14 day intervals. APHIS-WS will provide a written report summarizing activities conducted pursuant to this agreement no later than September 30.

USDA, APHIS, Wildlife Services and Cooperator Agree:

1. South Brunswick Township will coordinate with APHIS-WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS-WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in New Jersey.
3. APHIS-WS will conduct Canada goose work on South Brunswick Township common property.

WS-ER (2-08)

COOPERATIVE SERVICE AGREEMENT
Between
PANTHER VALLEY HOMEOWNERS ASSOCIATION
and the
**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)**

Agreement No.:
Accounting Code:

0972349014 RA
973-7234-702

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C. 426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$751 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently delinquent or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. PANTHER VALLEY certifies that APHIS WS has advised the PANTHER VALLEY that there may be private sector service providers available to provide wildlife management services that the PANTHER VALLEY is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective JANUARY 7, 2008 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 381799424

PANTHER VALLEY HOMEOWNERS ASSOCIATION

(b)(6)
711 Bald Eagle Road
Hackensack, NJ 07840

USDA-APHIS-Wildlife Services
Wendy Anderson, State Director
140-C Locust Grove Road
Pittstown, NJ 08867
908-735-5654

**NO
SIGN
A
DATE**

12-31-08
Date

Wendy Anderson 12-31-08
State Director Date

PAID
3/09
RRDR

WORK PLAN

Wildlife Species: turkey vulture (*Cathartes aura*) and black vulture (*Coragyps atratus*)

Description of Damage: USDA-APHIS-Wildlife Services annually receives requests for assistance to reduce damage caused by vultures. Vultures cause damage by loafing, roosting, predation on newly born domestic and wild animals, also contaminating equipment/structures with droppings, and are associated with various diseases. USDA-APHIS-Wildlife Services can reduce this damage at the local level through the use of a vulture effigy placed in the roost/damage area. Panther Lake Homeowners Association has requested that USDA-APHIS-Wildlife Services reduce the number of vultures contaminating the property.

Location: Hackettstown, Warren County, New Jersey

Services Provided: USDA-APHIS-Wildlife Services Wildlife Biologist will conduct operational activities which include: The use of a vulture carcass to reduce vulture damage to property. One vulture will be suspended from the main roost tree or damage site to disperse vultures. Harassment of vultures with pyrotechnics will supplement effigy if necessary. A search of the property will be conducted to identify any animal carcasses that would potentially be attracting vultures.

USDA-APHIS-Wildlife Services and Cooperator Agree:

1. Panther Valley Homeowners Association will coordinate with USDA-APHIS-Wildlife Services before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. USDA-APHIS-Wildlife Services will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in New Jersey.
3. USDA-APHIS-Wildlife Services will conduct activities at Panther Lake Homeowners Association.

FINANCIAL PLAN

Personnel Costs.....	\$397
Travel.....	\$0
Vehicle Usage.....	\$183
Supplies & Equipment.....	\$25
Services/Equipment Capitalization Cost.....	\$48
Program Support.....	\$98
TOTAL.....	\$751

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$751.

Financial Point of Contact

Cooperator:



(b)(6)

For more information or billing questions >

Phone

APHIS, WS:

Lisa Spinelli
Budget Analyst

908-735-5654
Phone

ENTERED
4/23/09

ACMS

WS-ER (2-08)

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between
GRIGGSTOWN QUAIL FARM
and the

0972349015 RA
973 7234 702

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)**

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$ 1942 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. Griggstown Quail Farm certifies that APHIS WS has advised the Griggstown Quail Farm that there may be private sector service providers available to provide wildlife management services that the Griggstown Quail Farm is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: (b)(6)

Griggstown Quail Farm

(b)(6)

USDA APHIS Wildlife Services
Wendy Anderson, State Director
140-C Locust Grove Road
Pittstown, NJ 08867

(b)(6)

1/14/09
Date

Cooperator's Signature

Wendy Anderson 1/14/09
State Director Date

PAID
3/09
RRDR

WORK PLAN

Wildlife Species: European starling (*Sturnus vulgaris*)

Description of Damage: APHIS WS annually receives requests for assistance to reduce damage caused by starlings at farms. These birds cause damage by consuming and contaminating feed and farm equipment/structures with droppings and are associated with various diseases. APHIS WS can reduce this damage at the local level through the use of an avicide, DRC-1339, to reduce the number of starlings. Griggstown Quail Farm has requested that APHIS WS reduce the number of starlings consuming and contaminating feed at this farm, which may be as many as 5,000 birds. The treatment site will be pre-baited and monitored, prior to the application of DRC-1339, to reduce the potential for mortality to nontarget species. EPA-approved label directions will be followed. There are no threatened or endangered species or critical habitat in the area that could be affected by this action.

Location: Princeton, Mercer County, New Jersey

Services Provided: APHIS WS biological personnel would conduct operational activities which include: The initial drop off of CU Bird Carrier (bait), instructions on pre-baiting methods, and one day of treatment with DRC-1339 located at Griggstown Quail Farm. APHIS WS will provide a written report summarizing activities conducted pursuant to this agreement no later than September 30.

APHIS WS and Cooperator Agree:

1. Griggstown Quail Farm will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in New Jersey.
3. APHIS WS will conduct starling work on Griggstown Quail Farm property.

FINANCIAL PLAN

Personnel Costs.....	\$1,150
Travel.....	\$0
Vehicle Usage	\$268
Supplies & Equipment	\$146
Services/Equipment Capitalization Cost.....	\$125
Program Support.....	\$253
TOTAL	
	\$1,942

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$1,942.

Financial Point of Contact

Cooperator:

(b)(6)

<Name to call for billing questions> Phone

APHIS-WS:

Lisa Spinelli
Budget Analyst

(908) 735-5654 x5
Phone

ENTERED
4/23/09

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between
GREENBRIAR GOLF COURSE ASSOCIATION

0972349016 RIA
983 7234 776

and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and Greenbriar Golf Course Association agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$1,902 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. Greenbriar Golf Course Association certifies that APHIS WS has advised the Greenbriar Golf Course Association that there may be private sector service providers available to provide wildlife management services that the Greenbriar Golf Course Association is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 2233 86449

Greenbriar Golf Course Association
101 Whittingham Drive
Monroe Twp, NJ 08831-2665

USDA-APHIS-Wildlife Services
140 C Locust Grove Rd
Pittstown, NJ 08867-4049

(b)(6)
Cooperator's Signature

Wendy J. Anich
State Director

2/11/09
Date

3/16/09
Date

PAID
3/3/09

WORK PLAN

Wildlife Species:

Canada goose (*Branta canadensis*)

Description of Damage:

Canada goose presence on Greenbriar Golf Course Association properties results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns (damage to golf course and erosion of lake banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, hazards to aviation, and other problems that affect the quality of life for employees and residents that work and utilize the Greenbriar Golf Course Association properties.

Location:

Monroe Twp, Middlesex County, NJ

Services Provided:

APHIS WS biological personnel will conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 30 through May 8) at 7-10 day intervals.

WS and Cooperator Agree:

1. Greenbriar Golf Course Association will coordinate with APHIS-WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in NJ.
3. APHIS WS will conduct activities at Greenbriar Golf Course and surrounding housing development.

FINANCIAL PLAN

Personnel Costs.....	\$	938
Travel.....	\$	0
Vehicle Usage	\$	594
Supplies & Equipment	\$	0
Uniform/Equipment Capitalization Cost.....	\$	123
Program Support.....	\$	247
TOTAL	\$	1,902

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$1,902.

Cooperator Name	(b)(6)	<u>Point of Contact</u>
	(b)(6)	(b)(6)

APHIS-WS: Lisa Spinelli
Budget Analyst

 (908) 735-5654 ext 5
Phone

ENTERED
4/23/09
ACMS

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between
Township of Jefferson
and the

0972349017 RA
973-7234-702

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and the Cooperator agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$2,123 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. The Township of Jefferson certifies that APHIS WS has advised the Township of Jefferson that there may be private sector service providers available to provide wildlife management services that the Township of Jefferson is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 22-600-2010

Township of Jefferson
Municipal Building
1033 Weldon Road
Lake Hopatcong, NJ 07849-2332

USDA APHIS Wildlife Services
140-C Locust Grove Road
Pittstown, NJ 08867

Cooperator's S

(b)(6)

3/11/09
Date

Wendy Anderson
Wendy Anderson, State Director
3/30/09
Date

PAID

WORK PLAN

Wildlife Species: Canada goose (*Branta canadensis*)

Description of Damage: Canada goose presence on the Township of Jefferson property results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns and turf (erosion of stream and lake banks), aggressive behavior of geese during the nesting season (potential human safety problems) and other problems that affect the quality of life for the Township of Jefferson residents. Additional safety problems include traffic hazards on roadways and hazards to aviation.

Location: Jefferson Township, Morris County, New Jersey

Services Provided:

APHIS WS biological personnel will conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 30 through May 8) at 7-10 day intervals.

WS and Cooperator Agree:

1. The Township of Jefferson will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in NJ.
3. APHIS WS will conduct activities at designated Township of Jefferson areas, bordering Lake Hopatcong.

FINANCIAL PLAN

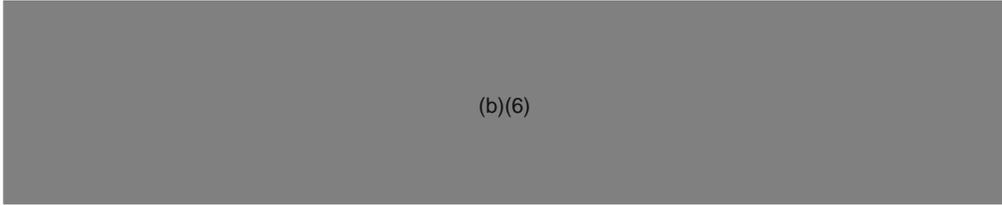
Personnel Costs.....	\$ 1,203
Travel.....	\$ 0
Vehicle Usage	\$ 507
Supplies & Equipment	\$ 0
Uniform/Equipment Capitalization Cost.....	\$ 137
Program Support.....	\$ 276
TOTAL	\$ 2,123

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$2,123**.

Financial Point of Contact

Cooperator:

(b)(6)



APHIS WS: Lisa Spinelli
Budget Analyst

908-735-5654 x5
Phone

ENTERED
4/22/09
ACMS

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between
PARTNERS FOR WILDLIFE VOLUNTEERISM, INC
and the
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

0972349018 RA
973-7234-702

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$ 1797 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement..
7. Partners for Wildlife Volunteerism, Inc certifies that APHIS WS has advised the Partners for Wildlife Volunteerism, Inc that there may be private sector service providers available to provide wildlife management services that the Partners for Wildlife Volunteerism is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 22-3548044

Partners for Wildlife Volunteerism, Inc

(b)(6)
115 U.S. Highway 202
Ringoos, NJ 08551

USDA APHIS Wildlife Services
Wendy Anderson, State Director
140-C Locust Grove Road
Pittstown, NJ 08867

(b)(6)
Cooperator's Signature

3/19/09
Date

Wendy Anderson
State Director
4/1/09
Date

WORK PLAN

Wildlife Species: Canada Geese (*Branta canadensis*)

Description of Damage: The purpose of this agreement is to support an integrated waterfowl damage management program to protect native wild rice ecosystem in the tidal freshwater portion of the Maurice River, in the City of Millville, Maurice River Township, and Commercial Township, NJ.

Location: Maurice River, Cumberland County, New Jersey

Services Provided: 2 DAYS of Direct Management

APHIS-WS biological personnel will conduct operational activities which include: 1. Shooting, Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, April 11 through May 5, total of up to 2 site visits). APHIS-WS will provide a written report summarizing activities conducted pursuant to this agreement no later than September 30. APHIS-WS will complete the Annual Report Form for permitted activities and subsequent submission to the U.S. Fish and Wildlife Service.

USDA, APHIS, Wildlife Services and Cooperator Agree:

1. Partners for Wildlife Volunteerism, Inc will coordinate with APHIS-WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS-WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in New Jersey.
3. APHIS-WS will conduct Canada goose management operations on previously agreed upon property along the Maurice River.
4. APHIS-WS will expend up to 2 days of field work to conduct goose nest/egg destruction/treatment activities, harass/shoot Canada geese during April and May. The New Jersey Division of Fish and Wildlife (NJDFW) personnel will provide boat transportation and a driver for river access, and shall prioritize areas for APHIS-WS program implementation. Disposition of carcasses will be pursuant to permit authorities. The NJDFW will inform APHIS-WS of an acceptable location for disposition. Activities provided under this agreement are authorized on a Federal permit issued to the APHIS-WS and are supported by the National Environmental Policy Act (NEPA) documents and processes. Take of geese will be reported by APHIS-WS on the Federal Annual Report Form and submitted to the NJDFW. A written report of APHIS-WS activities under this agreement shall be provided by APHIS-WS to the NJDFW.

FINANCIAL PLAN

Personnel Costs.....	\$839
Travel.....	\$276
Vehicle Usage.....	\$209
Supplies & Equipment	\$123
Services/Equipment Capitalization Cost.....	\$116
Program Support.....	\$234
TOTAL	\$1,797

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$1,797.

Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

Financial Point of Contact

Cooperator:

<Name to call for billing questions>

Phone

APHIS-WS:

Lisa Spinelli
Budget Analyst

(908) 735-5654 x 5
Phone

ENTERED
4/22/09
ACMS

COOPERATIVE SERVICE AGREEMENT
Between
LIBERTY PROPERTY TRUST
and the
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

Agreement No.:
Accounting Code:

09 7234 9019 RA
973-7234-702

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$ 3795 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. Liberty Property Trust certifies that APHIS WS has advised the Liberty Property Trust that there may be private sector service providers available to provide wildlife management services that the Liberty Property Trust is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 23-27-66549

Liberty Property Trust (b)(6)
(b)(6)
901 Route 73
Marlton, NJ 08053

USDA APHIS Wildlife Services
Wendy Anderson, State Director
140-C Locust Grove Road
Pittstown, NJ 08867

(b)(6) 3-5-09
Cooperator's Signature Date

Wendy Anderson 4/1/09
State Director Date

(b)(6)

WORK PLAN

Wildlife Species: Canada Geese (*Branta canadensis*)

Description of Damage: Canada goose presence on Liberty Property Trust property results in accumulations of feces (nuisance, potential human health concerns), grazing of turf (damage to lawns and erosion of stream and lake banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, and other problems that affect the quality of life for residents which may be the potential to cause human illness and/or injury.

Location: Multiple Properties, Burlington County, New Jersey

Services Provided: APHIS-WS biological personnel will conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 27 through May 5) at 10-14 day intervals. APHIS-WS will provide a written report summarizing activities conducted pursuant to this agreement no later than September 30.

USDA, APHIS, Wildlife Services and Cooperator Agree:

1. Liberty Property Trust will coordinate with APHIS-WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS-WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in New Jersey.
3. APHIS-WS will conduct Canada goose operational activities on Liberty Property Trust property.

FINANCIAL PLAN

Personnel Costs.....	\$2,361
Travel.....	\$0
Vehicle Usage	\$662
Supplies & Equipment	\$33
Services/Equipment Capitalization Cost.....	\$245
Program Support.....	\$494
TOTAL	\$3,795

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$3,795.

Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

Financial Point of Contact

Cooperator: _____
<Name to call for billing questions> Phone

APHIS-WS: Lisa Spinelli (908) 735-5654 x5
Budget Analyst Phone

ENTERED
4/22/09
ACMS

WS-ER (2-08)

COOPERATIVE SERVICE AGREEMENT

Between

Agreement No.:
Accounting Code:

0972349020 RA
973-7234-702

and the
**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)**

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426h) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$300 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. Cooperator certifies that APHIS-WS has advised the Cooperator that there may be private sector service providers available to provide wildlife management services that the Cooperator is seeking from APHIS-WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: (b)(6)

COOPERATOR Name

(b)(6)

USDA APHIS Wildlife Services
Wendy Anderson, State Director
140-C Locust Grove Road
Pittstown, NJ 08867

(b)(6)

3/24/09
Date

Wendy Anderson
State Director
3/30/09
Date

WORK PLAN

Wildlife Species: Canada geese (*Branta canadensis*)

Description of Damage: Canada goose presence poses unacceptable negative impacts to human safety at the site. Aggressive geese may have the potential for injury to people associated with the site. Additionally, presence of Canada geese also contributes to unacceptable accumulations of feces (with potential impacts to human health), traffic hazards due to geese in parking lots and roadways, and property damage through grazing, trampling, and feces accumulations.

Location: see attached map

Services Provided: APHIS-WS personnel will provide the cooperator with technical information regarding an integrated Canada goose damage management program, and assistance with the United States Fish and Wildlife permit process.

USDA, APHIS, Wildlife Services and Cooperator Agree:

1. Cooperator will coordinate with APHIS-WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS-WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in New Jersey.
3. APHIS-WS will conduct Canada goose work on Cooperator common property.

FINANCIAL PLAN

Personnel Costs.....	\$185
Travel.....	\$0
Vehicle Usage.....	\$73
Supplies & Equipment.....	\$0
Services/Equipment Capitalization Cost.....	\$0
Program Support.....	\$42
TOTAL	\$300

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$300.

Financial Point of Contact

Cooperator:



(b)(6)

<Name to call for billing questions>

Phone

APHIS-WS:

Lisa Spinelli
Budget Analyst

(908) 735-5654 x 5
Phone

ENTERED
4/22/09

ACMS

COOPERATIVE SERVICE AGREEMENT

Agreement No.:

Accounting Code:

Between
DUKE FARMS
and the

09 7234 9021 RA

973-7234-702

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$ 3319 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement..
7. Duke Farms certifies that APHIS WS has advised the Duke Farms that there may be private sector service providers available to provide wildlife management services that the Duke Farms is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number:

(b)(6)

Duke Farms

(b)(6)

USDA APHIS Wildlife Services
Wendy Anderson, State Director
140-C Locust Grove Road
Pittstown, NJ 08867

(b)(6)

3/20/09
Date

Wendy Anderson
State Director
4/10/09
Date

WORK PLAN

Wildlife Species: Canada Geese (*Branta canadensis*)

Description of Damage: Canada goose presence on Duke Farms property results in accumulations of feces (nuisance, potential human health concerns), grazing of turf (damage to lawns and erosion of stream and lake banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, and other problems that affect the quality of life for residents which may be the potential to cause human illness and/or injury.

Location: Hillsborough, Somerset County, New Jersey

Services Provided: APHIS-WS biological personnel will conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 27 through May 5) at 10-14 day intervals. Shooting will be conducted to reinforce nonlethal methods. APHIS-WS will provide a written report summarizing activities conducted pursuant to this agreement no later than September 30.

USDA, APHIS, Wildlife Services and Cooperator Agree:

1. Duke Farms will coordinate with APHIS-WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS-WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in New Jersey.
3. APHIS-WS will conduct Canada goose operational activities on Duke Farms' property.

FINANCIAL PLAN

Personnel Costs.....	\$2,227
Travel.....	\$0
Vehicle Usage.....	\$308
Supplies & Equipment	\$138
Services/Equipment Capitalization Cost.....	\$214
Program Support.....	\$432
TOTAL	\$3,319

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$3,319.

Financial Point of Contact

Cooperator: (b)(6)
 <Name to call for billing questions> Phone

APHIS-WS: Lisa Spinelli (908) 735-5654 x5
 Budget Analyst Phone

ENTERED
4/22/09
ACMS

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between
New Jersey Meadowlands Commission (NJMC)
and the

09 7234 9022 RF
973-7234-702

**UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)**

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and the Cooperator agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$ 4,997 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. NJMC certifies that APHIS WS has advised NJMC that there may be private sector service providers available to provide wildlife management services that NJMC is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective April 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 22-189-0268

New Jersey Meadowlands Commission
One DeKorte Park Plaza
Lyndhurst, NJ 07071

USDA APHIS Wildlife Services
140-C Locust Grove Road
Pittstown, NJ 08867-4049

Cooperator's Signature

(b)(6)

3/24/09

Date

Wendy Anderson, State Director

Wendy Anderson

4/1/09

Date

WORK PLAN

Wildlife Species: Canada goose (*Branta canadensis*)

Description of Damage: Canada goose presence on upland sites, located adjacent to and within the NJ Meadowland's mitigated wetland areas, results in grazing of natural resources (wetland enhancement sites). Enhanced upland sites may experience additional grazing of newly seeded areas by geese. Geese can exhibit aggressive behavior during the nesting season (potential human safety problems) and additional safety concerns include traffic hazards on roadways and hazards to aviation.

Location: Lyndhurst, Bergen County, New Jersey

Services Provided: APHIS WS biological personnel will conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 30 through May 8) at 7-10 day intervals. Harassment of geese will take place throughout the project. Harassment techniques include visual deterrents, occasional use of lasers, pyrotechnics and other methods. APHIS WS biological personnel will conduct limited and controlled shooting of geese to reinforce harassment methods or to accomplish other program objectives.

WS and Cooperator Agree:

1. NJMC will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in NJ.
3. APHIS WS will conduct activities throughout the designated NJMC upland sites, including Landfill 1E, Erie Landfill, BCUA Landfill and Oritani Marsh.

FINANCIAL PLAN

Personnel Costs.....	\$ 2574
Travel.....	\$ 0
Vehicle Usage	\$ 1355
Supplies & Equipment	\$ 96
Uniform/Equipment Capitalization Cost.....	\$ 322
Program Support.....	\$ 650
TOTAL	\$ 4997

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$4997.

Financial Point of Contact

Cooperator:

(b)(6)

Phone

APHIS WS: Lisa Spinelli
Budget Analyst

908-735-5654 x5
Phone

ENTERED
4/23/09
ACMS

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between
LAKES AT ALLUVIUM
and the

09 7234 9023 RA
973-7234-702

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$ 1220 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement..
7. Lakes at Alluvium certifies that APHIS WS has advised the Lakes at Alluvium that there may be private sector service providers available to provide wildlife management services that the Lakes at Alluvium is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 22-2947280

Lakes at Alluvium

(b)(6)

Community Management Services Group, Inc.
455 Larchmont Blvd. Suite 14A
Mount Laurel, NJ 08054

USDA APHIS Wildlife Services
Wendy Anderson, State Director
140-C Locust Grove Road
Pittstown, NJ 08867

(b)(6)

Date

4/3/09

State Director

Date

Wendy Anderson

4/6/09

WORK PLAN

Wildlife Species: Canada Geese (*Branta canadensis*)

Description of Damage: Canada goose presence on Lakes at Alluvium property results in accumulations of feces (nuisance, potential human health concerns), grazing of turf (damage to lawns and erosion of stream and lake banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, and other problems that affect the quality of life for residents which may be the potential to cause human illness and/or injury.

Location: Voorhees, Camden County, New Jersey

Services Provided: APHIS-WS biological personnel would conduct operational activities which include: Treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 27 through May 5) at 10-14 day intervals. APHIS-WS will provide a written report summarizing activities conducted pursuant to this agreement no later than September 30.

USDA, APHIS, Wildlife Services and Cooperator Agree:

1. Lakes at Alluvium will coordinate with APHIS-WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS-WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in New Jersey.
3. APHIS-WS will conduct Canada goose work on Lakes at Alluvium common property.

FINANCIAL PLAN

Personnel Costs.....	\$666
Travel.....	\$0
Vehicle Usage.....	\$283
Supplies & Equipment	\$33
Services/Equipment Capitalization Cost.....	\$79
Program Support.....	\$159
TOTAL	\$1,220

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$1,220.

Financial Point of Contact

Cooperator:



(b)(6)

<Name to call for billing questions>

Phone

APHIS-WS:

Lisa Spinelli
Budget Analyst

(908) 735-5654 x5
Phone

623 6835

ENTERED
4/22/09
ACMS

WS-ER (2-08)

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between

and the
**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)**

0972349024 RA
973-7234-702

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$300 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement..
7. Cooperator certifies that APHIS-WS has advised the Cooperator that there may be private sector service providers available to provide wildlife management services that the Cooperator is seeking from APHIS-WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: E-210-634-501/000

COOPERATOR Name Princeton Plasma Physics Lab
Address US Rte 1 North at Sayre Drive
Princeton, NJ 08543

USDA APHIS Wildlife Services
Wendy Anderson, State Director
140-C Locust Grove Road
Pittstown, NJ 08867

(b)(6)
Date 4/14/09
Rouney D. Tempion

Wendy Anderson 5/2/09
State Director Date

FINANCIAL PLAN

Personnel Costs.....	\$185
Travel.....	\$0
Vehicle Usage.....	\$73
Supplies & Equipment.....	\$0
Services/Equipment Capitalization Cost.....	\$0
Program Support.....	\$42
TOTAL	\$300

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$300.

Financial Point of Contact

Cooperator:

(b)(6)
<Name to call for billing questions> Phone

APHIS-WS:

Lisa Spinelli
Budget Analyst

(908) 735-5654 x 5
Phone

WS-ER (2-08)

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:
0972349025 RF
973-7234-702

(b)(6)
and the
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$ 300 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. Cooperator certifies that APHIS-WS has advised the Cooperator that there may be private sector service providers available to provide wildlife management services that the Cooperator is seeking from APHIS-WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

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ARTICLE 5

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ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: (b)(6)

COOPERATOR Name (b)(6)

Address (b)(6)

(b)(6) 4-28-09
Cooperator's Signature Date

USDA APHIS Wildlife Services
Wendy Anderson, State Director
140-C Locust Grove Road
Pittstown, NJ 08867

Wendy Anderson 5/7/09
State Director Date

WS-ER (2-08)

COOPERATIVE SERVICE AGREEMENT

Agreement No.: Accounting Code:

Between

09723490260
973-7234-702

and the
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$ 300 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. Cooperator certifies that APHIS-WS has advised the Cooperator that there may be private sector service providers available to provide wildlife management services that the Cooperator is seeking from APHIS-WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number:

(b)(6)

COOPER

Address

(b)(6)

USDA APHIS Wildlife Services
Wendy Anderson, State Director
140-C Locust Grove Road
Pittstown, NJ 08867

State Director

Date

(b)(6)

4/6/09
Date

5/29/09
Date

Work Completed Inbe
4/6/09

FINANCIAL PLAN

Personnel Costs.....	\$185
Travel.....	\$0
Vehicle Usage.....	\$73
Supplies & Equipment	\$0
Services/Equipment Capitalization Cost.....	\$0
Program Support.....	\$42
TOTAL	\$300

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$300.

Financial Point of Contact

Cooperator:



(b)(6)

APHIS-WS: Lisa Spinelli
Budget Analyst

(908) 735-5654 x 5
Phone

WS-ER (2-08)

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between Viking Terrace and Pest Control
and the
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

09 7234 9027 RA
973-7234-702

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$ 300 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently delinquent or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. Cooperator certifies that APHIS-WS has advised the Cooperator that there may be private sector service providers available to provide wildlife management services that the Cooperator is seeking from APHIS-WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: (b)(6)

(b)(6)

USDA APHIS Wildlife Services
Wendy Anderson, State Director
140-C Locust Grove Road
Pittstown, NJ 08867

Wendy Anderson
State Director 5/21/09
Date

(b)(6) 4/21/09
Date

Reference to: Teruma Medical Corporation
2101 Cottontail Lane
S. W. T. N. 115 08872

In Te Completed

WORK PLAN

Wildlife Species: Canada geese (*Branta canadensis*)

Description of Damage: Canada goose presence poses unacceptable negative impacts to human safety at the site. Aggressive geese may have the potential for injury to people associated with the site. Additionally, presence of Canada geese also contributes to unacceptable accumulations of feces (with potential impacts to human health), traffic hazards due to geese in parking lots and roadways, and property damage through grazing, trampling, and feces accumulations.

Location: _____

Services Provided: APHIS-WS personnel will provide the cooperator with technical information regarding an integrated Canada goose damage management program, and assistance with the United States Fish and Wildlife permit process.

USDA, APHIS, Wildlife Services and Cooperator Agree:

1. Cooperator will coordinate with APHIS-WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS-WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in New Jersey.
3. APHIS-WS will conduct Canada goose work on Cooperator common property.

WS-ER (2-08)

COOPERATIVE SERVICE AGREEMENT

Between

Agreement No.:
Accounting Code:

09 7234 9028 RA
973-7234-702

and the UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$300 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. Cooperator certifies that APHIS-WS has advised the Cooperator that there may be private sector service providers available to provide wildlife management services that the Cooperator is seeking from APHIS-WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: (b)(6)

COOP: (b)(6)
Address: (b)(6)

USDA APHIS Wildlife Services
Wendy Anderson, State Director
140-C Locust Grove Road
Pittstown, NJ 08867

(b)(6) _____
Date 5/19/09

State Director Date 5/29/09

WORK PLAN

Wildlife Species: Canada geese (*Branta canadensis*)

Description of Damage: Canada goose presence poses unacceptable negative impacts to human safety at the site. Aggressive geese may have the potential for injury to people associated with the site. Additionally, presence of Canada geese also contributes to unacceptable accumulations of feces (with potential impacts to human health), traffic hazards due to geese in parking lots and roadways, and property damage through grazing, trampling, and feces accumulations.

Location: _____

Services Provided: APHIS-WS personnel will provide the cooperator with technical information regarding an integrated Canada goose damage management program, and assistance with the United States Fish and Wildlife permit process.

USDA, APHIS, Wildlife Services and Cooperator Agree:

1. Cooperator will coordinate with APHIS-WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS-WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in New Jersey.
3. APHIS-WS will conduct Canada goose work on Cooperator common property.

FINANCIAL PLAN

Personnel Costs.....	\$185
Travel.....	\$0
Vehicle Usage.....	\$73
Supplies & Equipment	\$0
Services/Equipment Capitalization Cost.....	\$0
Program Support.....	\$42
TOTAL	\$300

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$300.

Financial Point of Contact

Cooperator:



(b)(6)

<Name to call for billing questions>

Phone

APHIS-WS:

Lisa Spinelli

Budget Analyst

(908) 735-5654 x 5

Phone

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between
Township of Florence
and the

09 7234 9029 RIA
973-7234-702

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and the Cooperator agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$4,981 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. The Township of Florence certifies that APHIS WS has advised the Township of Florence that there may be private sector service providers available to provide wildlife management services that the Township of Florence is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective May 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 216000623

Township of Florence
711 Broad Street
Florence, NJ 08518-2323

USDA APHIS Wildlife Services
140-C Locust Grove Road
Pittstown, NJ 08867-4049

(b)(6)
Cooperator's Signature _____ Date 5/20/09

Wendy Anderson
Wendy Anderson, State Director _____ Date 6/1/09

WORK PLAN

Wildlife Species: turkey vulture (*Cathartes aura*) and black vulture (*Coragyps atratus*)

Description of Damage: WS annually receives requests for assistance to reduce damage caused by vultures. These birds cause damage by loafing, roosting, predating on newborn domestic and wild animals, and contamination of equipment/structures with droppings. Vultures are associated with various diseases and can cause excessive damage to property. WS can reduce this damage at the local level through a variety of methods, including the use of vulture effigies placed in the roost area, harassment and dispersal, trapping and lethal approaches such as shooting. The Township of Florence has requested that WS reduce the number of vultures damaging the property.

Location: Township of Florence, Burlington County, New Jersey

Services Provided: APHIS WS biological personnel will conduct operational activities which include: The use of vulture carcasses to reduce vulture damage to the Township of Florence property(s). Vulture carcasses will be suspended from the main trees in the roost to disperse vultures from the area. Effectiveness of effigies will be further supplemented by harassment and shooting. Additionally, APHIS WS will be available for technical expertise.

WS and Cooperator Agree:

1. The Township of Florence will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in New Jersey.
3. APHIS WS will conduct activities at sites specified by the Township of Florence.

FINANCIAL PLAN

Personnel Costs.....	\$ 2,859
Travel.....	\$ 276
Vehicle Usage	\$ 527
Supplies & Equipment	\$ 350
Uniform/Equipment Capitalization Cost.....	\$ 321
Program Support.....	\$ 648
TOTAL	\$ 4,981

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$4,981**.

Financial Point of Contact

Cooperator:

(b)(6)

APHIS WS: Lisa Spinelli
Budget Analyst

908-735-5654 x5
Phone

RESOLUTION NO. 2009-123

AUTHORIZE AGREEMENT BETWEEN THE TOWNSHIP OF FLORENCE AND THE US DEPARTMENT OF AGRICULTURE FOR CONTROL OF TURKEY BUZZARDS

WHEREAS, the Mayor and Members of Township Council recognize the need for control of the turkey buzzards that are plaguing the parks and some residences in the Township of Florence; and

WHEREAS, the US Department of Agriculture has proposed a method of reducing the number of buzzards in the community; and

WHEREAS, the Assistant Municipal Administrator, Thomas A. Sahol, has been working with the US Department of Agriculture regarding this nuisance; and he recommended at the May 13, 2009 Council Meeting to the Mayor and Council the Agreement (see Schedule "A" attached) with the US Department of Agriculture; and

WHEREAS, the Mayor and Members of Township Council accept the recommendation of the Assistant Municipal Administrator.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Florence, County of Burlington, State of New Jersey, that the Agreement between the Township of Florence and the US Department of Agriculture is hereby approved in order to control the turkey buzzard nuisance.

CERTIFICATION OF FUNDS BY CFO:

Amount	Account
Not to exceed: \$4,981.	[REDACTED]
	[REDACTED] (b)(6)

I, [REDACTED] (b)(6), Florence Township Solicitor hereby certify that the CFO has certified availability of funds, and that this Resolution was approved on May 20, 2009.

[REDACTED] (b)(6)

I, [REDACTED] (b)(6) Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Resolution approved by Township Council at their May 20, 2009 meeting.

[REDACTED] (b)(6)
Township Clerk

NOTE: This Resolution authorizes the town to work with the US Dept. of Agriculture in order to control the turkey buzzards.

WS-ER (2-08)

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between
LEISURETOWNE ASSOCIATION
and the

0972349030 RA
973-7234-702

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)**

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$ 3585 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. Leisuretowne certifies that APHIS WS has advised the Leisuretowne that there may be private sector service providers available to Provide wildlife management services that Leisuretowne is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective June 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 22-1928425

LeisureTowne Association, Inc.
102 S. Plymouth Court
Southampton, NJ 08088

USDA APHIS Wildlife Services
Wendy Anderson, State Director
140-C Locust Grove Road
Pittstown, NJ 08867



(b)(6)

5-29-09
Date

Wendy Anderson 6/23/09
State Director Date

WORK PLAN
Feral Ducks and Geese Capture
Alpha-chloralose 2009

Wildlife Species: Feral geese and ducks

Description of Damage: Feral goose and duck (domestic and wild) presence on LeisureTowne Association property results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns (damage to parks and erosion of stream and lake banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, hazards to aviation, and other problems that affect the quality of life for LeisureTowne Association employees and residents which may have the potential to cause human illness and/or injury.

Location: Southampton, Burlington County, New Jersey

Services Provided: APHIS-WS biological personnel will conduct operational activities which include: Capture and removal of feral ducks and geese with the use of Alpha-chloralose to capture throughout the year. APHIS-WS will provide a written report summarizing activities conducted pursuant to this agreement no later than September 31, 2009. Feral ducks and geese will be removed from the ponds and common property located on LeisureTowne Association property. APHIS-WS will complete the Annual Report Form for permitted activities for signature by a LeisureTowne representative for subsequent submission to the U.S. Fish and Wildlife Service.

APHIS-WS and Cooperator Agree:

1. LeisureTowne Association will coordinate with APHIS-WS before responding to media and public requests pertaining to the proposed activities, and will provide a spokesperson to respond to information requests during conduct of activities.
2. LeisureTowne Association will provide personnel to assist in management activities, and will inform and seek participation of the local police department for safety and security reasons during conduct of activities, if deemed necessary and appropriate by APHIS-WS and LeisureTowne Association.
3. APHIS-WS will comply with all terms and conditions of this agreement, and with all relevant permits, laws, and regulations related to wildlife management in NJ.
4. APHIS-WS will identify a secure location for disposition of animals taken pursuant to this agreement if requested by LeisureTowne Association.
5. LeisureTowne Association will donate edible meat for charitable consumption if possible and practical.
6. Birds will be euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS-WS policy.

FINANCIAL PLAN

Personnel Costs	\$1,747
Travel.....	\$ 828
Vehicle Usage	\$ 209
Supplies	\$ 104
Uniform/Equipment cap.....	\$ 231
Program Support	466

TOTAL COST..... \$3,585

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **\$3,585**.

Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

Financial Point of Contact

Cooperator:



(b)(6)

<Name to call for billing questions>

Phone

APHIS-WS:

Lisa Spinelli
Budget Analyst

(908) 735-5654 x 5

Phone

WS-ER (2-08)

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between
IMTT-Bayonne
and the

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

0972349031 RA
083-7234-776

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1951 (46 Stat. 1468; 7 U.S.C. 426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$300 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. Cooperator certifies that APHIS-WS has advised the Cooperator that there may be private sector service providers available to provide wildlife management services that the Cooperator is seeking from APHIS-WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 72-0993308

COOPERATOR Name (b)(6) for IMTT-BAYONNE

Address 230 E. 22nd Street

Bayonne NJ 07002

(b)(6) 6/10/09
Cooperator's Signature Date

USDA APHIS Wildlife Services
Wendy Anderson, State Director
140-C Locust Grove Road
Fittstown, NJ 08867
Wendy Anderson 6/23/09
State Director Date

PAID
6/2/09

WORK PLAN

Wildlife Species: Herring Gull (*Larus argentatus*) and or other Gull spp. (*Larus spp.*)

Description of Damage: Gull presence poses unacceptable negative impacts to human safety at the site. Aggressive gulls may have the potential for injury to people associated with the site. Additionally, presence of gulls also contributes to unacceptable accumulations of feces (with potential impacts to human health), traffic hazards due to gulls in parking lots and roadways, and property damage through feeding behavior, and feces accumulations.

Location: Bayonne, Hudson County, New Jersey

Services Provided: APHIS-WS personnel will provide the cooperator with technical information regarding an integrated gull damage management program, assistance with the United States Fish and Wildlife permit process, and removal of gull nest and eggs to protect human health and safety.

USDA, APHIS, Wildlife Services and Cooperator Agree:

1. Cooperator will coordinate with APHIS-WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS-WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in New Jersey.
3. APHIS-WS will conduct gull damage management operations on Cooperator common property

FINANCIAL PLAN

Personnel Costs.....	\$185
Travel.....	50
Vehicle Usage.....	\$73
Supplies & Equipment.....	\$0
Services/Equipment Capitalization Cost.....	\$0
Program Support.....	\$42
TOTAL.....	\$300

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$300.

Financial Point of Contact

Cooperator:



(b)(6)

APHIS-WS:

Lisa Spinelli

Budget Analyst

(908) 735-5654 x 5

Phone

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between
West Milford Board of Education
and the

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

09 7234 9033 RA
973-7234-702

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and the Cooperator agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$410 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. The West Milford Board of Education certifies that APHIS WS has advised the West Milford Board of Education that there may be private sector service providers available to provide wildlife management services that the West Milford Board of Education is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective August 12, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: see attached (tax exempt)

West Milford Board of Education
51 Highlander Drive
West Milford, NJ 07480-1511

(b)(6)

8/12/09
Date

USDA APHIS Wildlife Services
140-C Locust Grove Road
Pittstown, NJ 08667-4049

Wendy Anderson, State Director

9/2/09
Date

PAID
10/30/09

WORK PLAN

Wildlife Species: turkey vulture (*Cathartes aura*) and black vulture (*Coragyps atratus*)

Description of Damage: APHIS WS annually receives requests for assistance to reduce damage caused by vultures. These birds cause damage by loafing, roosting, predating on newborn domestic and wild animals, and contaminating equipment/structures with droppings. Vultures are associated with various diseases and can cause excessive damage to property. APHIS WS can reduce this damage at the local level through a variety of methods, such as the use of vulture effigies placed in the roost area. The West Milford Board of Education has requested that APHIS WS reduce the number of vultures damaging their property.

Location: West Milford, Passaic County, New Jersey

Services Provided: APHIS WS biological personnel will conduct operational activities which include: The use of a vulture carcass to reduce vulture damage to the West Milford Board of Education property. A vulture carcass will be suspended from the main trees in the roost to disperse vultures from the area.

APHIS WS and Cooperator Agree:

1. The West Milford Board of Education will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in New Jersey.
3. APHIS WS will conduct activities at the West Milford Board of Education property, located at 51 Highlander Drive in West Milford, NJ.

FINANCIAL PLAN

Personnel Costs.....	\$ 222
Travel.....	\$ 0
Vehicle Usage	\$ 109
Supplies & Equipment	\$ 0
Uniform/Equipment Capitalization Cost.....	\$ 26
Program Support.....	\$ 53
TOTAL	\$ 410

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$410**.

Financial Point of Contact

Cooperator: _____



(b)(6)

8/12/09
Phone

APHIS WS: _____

Lisa Spinelli
Budget Analyst

908-735-5654 x5
Phone

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between
PSEG Services Corporation
and the

09 7234 9034 RA
983 7234 776

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS-WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$ 471 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement..
7. Cooperator certifies that APHIS-WS has advised the Cooperator that there may be private sector service providers available to provide wildlife management services that the Cooperator is seeking from APHIS-WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective March 1, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 22-369-0428

COOPERATOR Name PSEG Services Corporation

USDA APHIS Wildlife Services
Wendy Anderson, State Director
140-C Locust Grove Road
Pittstown, NJ 08867

Address Licenses and Permits, A Division of Environment, Health & Safety
80 Park Plaza, T17H
Newark, New Jersey 07102-4194

(b)(6)
(b)(6)
Date 21 Aug 09

Wendy Anderson
State Director
9/15/09
Date

PAID
8/17/09

WORK PLAN

Wildlife Species: Herring Gull (*Larus argentatus*) and/or other Gull spp. (*Larus spp.*)

Description of Damage: Gull presence poses unacceptable negative impacts to human safety at the site. Aggressive gulls may have the potential for injury to people associated with the site. Additionally, presence of gulls contributes to unacceptable accumulations of feces (with potential impacts to human health), traffic hazards due to gulls in parking lots and roadways, and property damage through feeding behavior and feces accumulations.

Location: (b)(6) Linden, New Jersey

Services Provided: APHIS-WS personnel will provide the cooperators with technical information regarding an integrated gull damage management program, assistance with the United States Fish and Wildlife permit process, and removal of gull nest and eggs to protect human health and safety.

APHIS-WS and Cooperator Agree:

1. Cooperator will coordinate with APHIS-WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS-WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in New Jersey.
3. APHIS-WS will conduct gull damage management operations on Cooperator common property.

FINANCIAL PLAN

Personnel Costs.....	\$306
Travel.....	\$0
Vehicle Usage.....	\$74
Supplies.....	\$0
Equipment Capitalization Cost.....	\$30
Program Support.....	\$61
TOTAL	\$471

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$471.

Financial Point of Contact

Cooperator: (b)(6)
<Name to call for billing questions> Phone

APHIS-WS: Lisa Spinelli (908) 735-5654 x 5
Budget Analyst Phone

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between

(b)(6)

and the

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

0972349036 RA
983-7234-776

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS-WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and (b)(6) agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. (b)(6) will provide the U.S. Department of Agriculture the sum of \$414 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. (b)(6) ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS-WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS-WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. (b)(6) certifies that APHIS-WS has advised (b)(6) that there may be private sector service providers available to provide wildlife management services that (b)(6) is seeking from APHIS-WS.
8. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

The Agreement shall become effective September 28, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event (b)(6) does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: (b)(6)

(b)(6)

Cooperator's Signature

9.25.09
Date

USDA-APHIS-Wildlife Services
140-C Locust Grove Road
Pittstown, NJ 08867

Wandy J. [Signature]
State Director

10/7/09
Date

PAID
9/25/09

WORK PLAN

Wildlife Species: turkey vulture (*Cathartes aura*) and black vulture (*Coragyps atratus*)

Description of Damage: APHIS-WS annually receives requests for assistance in reducing damage caused by vultures. These birds cause damage by loafing, roosting, predating on newly born domestic and wild animals, and contaminating equipment/structures with droppings, and are associated with various diseases. APHIS-WS can reduce this damage at the local level through the use of a vulture effigy (carcass) placed in the roost area. The cooperators has requested that APHIS-WS reduce the number of vultures contaminating and causing damage to their property.

Location: Morris Township, Morris County, New Jersey

Services Provided: APHIS-WS biological personnel will conduct operational activities which include: The use of an effigy to reduce vulture damage to property. One effigy will be suspended from the main roost tree to disperse roosting vultures from the area.

APHIS-WS and (b)(6) Agree:

1. (b)(6) will coordinate with APHIS-WS before responding to media and public requests pertaining to wildlife management activities.
2. APHIS-WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in NJ.
3. APHIS-WS will conduct activities at the home of (b)(6)

FINANCIAL PLAN

Personnel Costs	\$257
Vehicle Usage	\$76
Supplies	\$0
Travel	\$0
Equipment Capitalization Cost	\$27
Program Support	\$54
TOTAL	\$414

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$414.

Financial Point of Contact

Cooperator:

(b)(6)

(b)(6)

Phone

APHIS-WS:

Lisa Spinelli
Budget Analyst

(908) 735-5654 Ext. 5
Phone

COOPERATIVE SERVICE AGREEMENT

Agreement No.:
Accounting Code:

Between
Don Bosco Prep
and the

09 7234 9035 RA
973-7234-702

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and the Cooperator agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. The Cooperator will provide the U.S. Department of Agriculture the sum of \$4,981 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS WS will be used for wildlife damage management activities and upon termination of the agreement any unexpended funds will be retained by APHIS WS and used on similar program activities.
5. All activities will be conducted in accordance with all applicable Federal, State, and local laws and regulations.
6. Nothing in this agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
7. Don Bosco Prep certifies that APHIS WS has advised Don Bosco Prep that there may be private sector service providers available to provide wildlife management services that Don Bosco Prep is seeking from APHIS WS.
8. The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 4

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 6

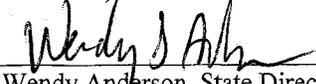
The Agreement shall become effective July 2, 2009 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number: 221-515-209/000

Don Bosco Prep
492 North Franklin Avenue
Ramsey, NJ 07446-1120

USDA APHIS Wildlife Services
140-C Locust Grove Road
Pittstown, NJ 08867-4049

Cooper:  (b)(6)
Date: 9/1/09


Wendy Anderson, State Director
Date: 9/25/09

PAID
9/1/09

WORK PLAN

Wildlife Species: Canada geese (*Branta canadensis*)

Description of Damage: The Canada goose damage management program will be directed at reducing Canada goose damage to human health and safety and property at Don Bosco Prep, located in Bergen County, NJ. Canada goose presence on the Don Bosco Prep property results in accumulations of feces (nuisance, potential human health concerns), grazing of lawns and recreational turf areas, aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, hazards to aviation, and other problems that affect the quality of life for employees, students and residents that utilize the Don Bosco Prep property.

Location: Ramsey Township, Bergen County, New Jersey

Services Provided: USDA APHIS WS biological personnel will conduct operational activities which include: Capture and euthanasia of adult Canada geese located on the Don Bosco Prep property during the molt. This project will occur one day between the dates of June 15 and July 5. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and USDA APHIS WS policy. Euthanized geese will be sampled and tested in accordance with the USDA APHIS WS Avian Influenza National Surveillance plan when applicable.

WS and Cooperator Agree:

1. Don Bosco Prep will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife management activities and will provide a spokesperson to respond to information requests during conduct of activities.
2. APHIS WS will comply with all terms and conditions of this agreement and with all relevant permits, laws, and regulations related to wildlife and management operations in NJ.
3. APHIS WS will conduct activities at the Don Bosco Prep property, located in Bergen County, NJ.

FINANCIAL PLAN

Personnel Costs.....	\$ 3,057
Travel.....	\$ 182
Vehicle Usage	\$ 345
Supplies.....	\$ 428
Equipment Capitalization Cost.....	\$ 321
Program Support.....	\$ 648
TOTAL	\$ 4,981

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$4,981.

Financial Point of Contact

Cooperator:  (b)(6) 201. 327. 8003
Phone

APHIS WS: Lisa Spinelli 908-735-5654 x5
Budget Analyst Phone

COOPERATIVE SERVICE AGREEMENT
between
Borough of Mountain Lakes
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to cooperate in a Canada goose damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and Borough of Mountain Lakes mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

Borough of Mountain Lakes: (b)(6)
400 Boulevard
Mountain Lakes, NJ 07046-1527

APHIS WS: Wendy Anderson, State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be (b)(6) or his designee, the State Director or her designee, and/or those additional persons authorized and approved by (b)(6) (b)(6), and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

Borough of Mountain Lakes agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by the Borough of Mountain Lakes. The Borough of Mountain Lakes will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). The Borough of Mountain Lakes will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the Borough of Mountain Lakes authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.
8. To obtain the appropriate permits for removal activities for Canada geese and list USDA APHIS Wildlife Services as subpermittees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at the Borough of Mountain Lakes as described in the Work and Financial Plans.
2. Designate to the Borough of Mountain Lakes the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill the Borough of Mountain Lakes for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and the Borough of Mountain Lakes shall have the right to inspect and audit such records.
4. To coordinate with the Borough of Mountain Lakes before responding to all media requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

The Borough of Mountain Lakes certifies that APHIS WS has advised the Borough of Mountain Lakes that there may be private sector service providers available to provide wildlife management services that the Borough of Mountain Lakes is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

Borough of Mountain Lakes Taxpayer Identification Number (TIN) 22-6002119

Borough of Mountain Lakes

BY:

(b)(6)

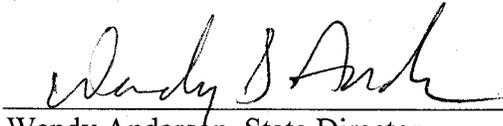
4.24.09

Date

400 Boulevard
Mountain Lakes, NJ 07046-1527

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

BY:



5/7/09

Date

Wendy Anderson, State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

**ATTACHMENT A
WORK PLAN**

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Purpose

The Canada goose damage management program will be directed at reducing Canada goose damage to human health and safety and property at the Borough of Mountain Lakes' properties and residences located in Morris County, NJ.

Canada goose presence on Borough of Mountain Lakes' properties and residences results in accumulations of feces (nuisance, potential human health concerns, damage to beaches), grazing of lawns (damage to turf and erosion of river banks and lake banks), aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways, hazards to aviation, and other problems that affect the quality of life for employees and residents that work at and utilize the Borough of Mountain Lakes' properties.

Planned USDA APHIS Wildlife Services Activities

APHIS WS biological personnel will conduct operational activities which include: Capture and euthanasia of Canada geese located on the Borough of Mountain Lakes' property during the molt will occur one day between the dates of June 15 and July 5. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and USDA APHIS WS policy. Euthanized geese will be sampled and tested in accordance with the USDA APHIS WS Avian Influenza National Surveillance plan when applicable. The capture and euthanasia will be conducted following and in accordance with the treatment and/or destruction of Canada goose nests and eggs throughout the nesting season (approximate dates, March 30 through May 8) at 7-10 day intervals (which is outlined in a separate Cooperative Service Agreement between APHIS WS and the Borough of Mountain Lakes).

Effective Dates

The cooperative agreement shall become effective on June 1, 2009 and shall expire on September 30, 2009.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$ 2548
Travel.....	\$ 1337
Vehicle Usage	\$ 522
Supplies/Equipment.....	\$ 166
Uniform/Equipment Capitalization Cost.....	\$ 366
Program Support	\$ 739
TOTAL	\$ 5,678

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$5,678**.

Financial Point of Contact

Cooperator: _____ (b)(6) _____
Phone

APHIS WS: Lisa Spinelli
Budget Analyst

908-735-5654 x5
Phone