WS-ER (2-08)

Agreement No.: 10 7242 9001 RA
Accounting Code: 073 7242 703

COOPERATIVE SERVICE AGREEMENT (CSA)
between
VENANGO REGIONAL AIRPORT (COOPERATOR)
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 $750.00 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. Venango Regional Airport certifies that APHIS-WS has advised the Venango Regional Airport that there may be private sector service providers available to provide wildlife management services that the Venango Regional Airport 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 1, 2010 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: 25-6001-041

Venango Regional Airport
1560 Airport Road
Franklin, PA 16323
(814) 432-5333

(b)(6)

Cooperator's Signature — Date: 8/26/09

USDA-APHIS-Wildlife Services
PO Box 60827
Harrisburg, PA 17106-0827
(717) 236-9451

State Director — Date: 9-11-09

WORK PLAN

Wildlife Species: Multiple species observed at the airport including, but not limited to: killdeer, crows, hawks, deer, beaver, waterfowl, etc.

Description of Damage:

Threats to human health and safety; aviation safety; property.

Location: Franklin, Venango County, PA

Services Provided:

APHIS-WS will provide 8 hours of Wildlife Hazard Management training to airport employees as required by CFR 139.303 (c) and (e). This 8 hour training must be completed every 12 months by airport personnel actively involved in implementing the Wildlife Hazard Management Plan. APHIS-WS will obtain necessary supplies and equipment for the wildlife hazard management training, but future equipment needs (i.e., pyrotechnics, traps, firearms, etc) are the responsibility of the airport.

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

FINANCIAL PLAN

Personnel Costs	$362
Vehicle Usage & Travel	$200
Supplies & Equipment	$30
Uniform/Equipment Capitalization Cost	$37
Program Support	$121
TOTAL COST	$750

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $750.00.

Financial Point of Contact

Cooperator:	(b)(6)	(b)(6) Phone
APHIS-WS:	Sandra Vinson Budget Analyst	717-236-9451 Phone

WS-ER (2-08)

COOPERATIVE SERVICE AGREEMENT

Agreement No.: 10 7242 9002RA
Accounting Code: 073 7242 705

Between
SUSQUEHANNA AREA REGIONAL AIRPORT AUTHORITY (SARAA)
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 **$ 1,454** 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. Susquehanna Area Regional Airport Authority certifies that APHIS WS has advised Susquehanna Area Regional Airport Authority that there may be private sector service providers available to provide wildlife management services that the Susquehanna Area Regional Airport 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 November 1, 2009 and shall continue in effect until the completion, termination of the project or funding is expired. 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: 23-2927440

Susquehanna Area Regional Airport Authority
(b)(6)
1 Terminal Drive, Suite 300
Middletown, PA 17057
(717) 948-3900 ext. 4610

(b)(6)

Cooperator's Signature — Date: 8.27.09

USDA-APHIS-Wildlife Services
PO Box 60827
Harrisburg, PA 17106
(717) 236-9451

Harris Glass, State Director — Date: 9-11-09

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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: Multiple Species

Description of Damage: Human health and safety concerns and property loss associated with wildlife-aircraft collisions.

Location: Middletown, Dauphin County, PA.

Services Provided: USDA Wildlife Services (WS) will provide one eight hour training session to Susquehanna Area Regional Airport Authority in accordance with the FAA's training requirements in 14CFR Part 139.337(e)(7). Training topics will include: wildlife identification (including life histories of common species), wildlife and environmental laws and regulations, managing wildlife hazards on airfields, safe use of firearms and pyrotechnics as wildlife dispersal techniques, and record keeping and strike reporting.

The above WS activities are fully provided for in the PGC Bureau of Wildlife Protection (Depredation /Collecting) Permit and U.S. Fish and Wildlife Service Depredation Permit issued to the WS PA State Director. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

Work and Financial Plan prepared by: C. Furlo

FINANCIAL PLAN

Personnel Cost	$ 836.00
Travel & Vehicle Usage	$ 264.00
Supplies & Equipment	$ 100.00
Uniform/ Capitalization	$ 60.00
Program Support	$ 194.00
TOTAL	**$1,454.00**

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **$ 1,454.00**

Financial Point of Contact

Cooperator: (b)(6) — (b)(6)
Phone

APHIS WS: Sandy Vinson — (717) 236-9451
Budget Analyst — Phone

WS-PR (11-09)

Agreement No.: 10 7242 9073 RA
Accounting Code: 073-7242-703

COOPERATIVE SERVICE AGREEMENT (CSA)
between
WILKES-BARRE/SCRANTON INTERNATIONAL AIRPORT (COOPERATOR)
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 $ 2,121.00 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. 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.
6. The 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.
7. 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, 2010 and shall continue in effect until May 31, 2010. 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: 23-1736989

(b)(6)
Wilkes-Barre/Scranton International Airport
100 Terminal Drive
Avoca, PA 18641
(570) 602-2000

USDA-APHIS-Wildlife Services
PO Box 60827
Harrisburg, PA 17106-0827
(717) 236-9451

(b)(6)
Cooperator's Signature

3-8-10
Date

Harris Glass, State Director

3-12-10
Date

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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.

Location: Wilkes-Barre/Scranton International Airport, Luzerne/Lackawanna County, PA

Services Provided:

APHIS WS will provide one 8-hour training session to Wilkes-Barre/Scranton International Airport in accordance with the FAA's training requirements under 14CFR Part 139.337(e)(7). Training topics will include wildlife identification, managing wildlife hazards on airfields, and the safe use of firearms and pyrotechnics as wildlife dispersal techniques. The above mentioned activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

Work and Financial Plan prepared by: J.Wood

FINANCIAL PLAN

Personnel Costs	$1,300
Vehicle Usage	$220
Supplies & Equipment	$100
Travel	$130
Uniform Capitalization Cost	$88
Program Support	$283
TOTAL COST	$2,121

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $2,121.00.

Financial Point of Contact

Cooperator:	(b)(6)	(b)(6) Phone
APHIS-WS:	Sandra Vinson Budget Analyst	717-236-9451 Phone

Work and Financial Plan prepared by: J.Wood

WS-ER (11-09)

Agreement No.: 10 7242 9102 RA
Accounting Code: 073-7242-703

COOPERATIVE SERVICE AGREEMENT (CSA)
between
READING REGIONAL AIRPORT (COOPERATOR)
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 **$ 774.20** 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. 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.
6. The 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.
7. 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 upon signature and shall continue in effect until all funding is exhausted. 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: 23-6050410

(b)(6)
2501 Bernville Road
Reading, PA 19605
(b)(6)
(b)(6)

Cooperator's Signature — 4-8-10 Date

USDA-APHIS-Wildlife Services
PO Box 60827
Harrisburg, PA 17106-0827
(717) 236-9451

Harris Glass, State Director — 4-13-10 Date

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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: Multiple Species

Description of Damage: Human health and safety concerns and property loss associated with wildlife-aircraft collisions.

Location: Reading, Berks County, PA

Services Provided:

USDA Wildlife Services (WS) will provide one eight hour training session to Reading Regional Airport in accordance with the FAA's training requirements in 14CFR Part 139.337(e)(7). Training topics will include wildlife identification, managing wildlife hazards on airfields, and the safe use of firearms and pyrotechnics as wildlife dispersal techniques. Training will be provided by a Wildlife Biologist meeting criteria specified in FAA Advisory Circular 150/5200-36. The above activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

Work and Financial Plan prepared by: C.Furio

FINANCIAL PLAN

Personnel Costs	$529.04
Vehicle Usage & Travel	$110.00
Supplies & Equipment	$0
Uniform Capitalization Cost	$ 31.95
Program Support	$103.21
TOTAL COST	$774.20

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $774.20.

Financial Point of Contact

Cooperator:	(b)(6)	(b)(6) Phone
APHIS-WS:	Sandra Vinson Budget Analyst	717-236-9451 Phone

Work and Financial Plan prepared by: C.Furlo

WS-ER (11-09)

Agreement No.: 10 7242 9111 RA
Accounting Code: 073-7242-703

COOPERATIVE SERVICE AGREEMENT (CSA)
between
DUBOIS REGIONAL AIRPORT (DUJ)
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 $ 750.00 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. 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.
6. The 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.
7. 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 15, 2010 and shall continue in effect until September 30, 2010. 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: 25-1473462

Dubois Regional Airport
377 Aviation Way
Reynoldsville PA 15851

(b)(6)

4-13-10
Date

USDA-APHIS-Wildlife Services
PO Box 60827
Harrisburg, PA 17106-0827
(717) 236-9451

Harris Glass, State Director

4-22-10
Date

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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: Multiple species observed at the airport including ring-billed gulls, coyote, deer etc.

Description of Damage: Threats to human health and safety; aviation safety; property

Location: Reynoldsville, Jefferson County, PA

Services Provided:

APHIS-WS will provide 8 hours of Wildlife Hazard Management training to airport employees as required by CFR 139.303 (c) and (e). This 8 hour training must be completed every 12 months by airport personnel actively involved in implementing the Wildlife Hazard Management Plan. APHIS-WS will obtain necessary supplies and equipment for the wildlife hazard management training, but future equipment needs (i.e., pyrotechnics, traps, firearms, etc) are the responsibility of the airport. APHIS WS professionals will be available to provide technical assistance at the request of the Cooperator.

The above WS activities are fully provided for in the PGC Bureau of Wildlife Protection (Depredation /Collecting) Permit and U.S. Fish and Wildlife Service Depredation Permit issued to the WS PA State Director. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

Work and Financial Plan prepared by: T. Roland

FINANCIAL PLAN

Personnel Costs	$362
Vehicle Usage & Travel	$200
Supplies & Equipment	$30
Uniform/Equipment Capitalization Cost	$37
Program Support	$121
TOTAL COST	$750

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $750.00.

Financial Point of Contact

DUJ:	(b)(6)	(b)(6) Phone
APHIS-WS:	Sandra Vinson Budget Analyst	717-236-9451 Phone

Work and Financial Plan prepared by: T. Roland

WS-ER (11-09)

COOPERATIVE SERVICE AGREEMENT

Agreement No.: 10 7242 9118 RA

Accounting Code: 073-7242-703

Between

SUSQUEHANNA AREA REGIONAL AIRPORT AUTHORITY (Cooperator)

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 **$1,832** 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. 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..
6. The **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.
7. 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 23, 2010** 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: 23-2927440

(b)(6)

Susquehanna Area Regional Airport Authority
One Terminal Drive, Suite 300
Middletown, PA 17057

USDA-APHIS-Wildlife Services
PO Box 60827
Harrisburg, PA 17106
(717) 236-9451

(b)(6)

Cooperator's Signature — Date: 5.10.10

Harris Glass, State Director — Date: 5-12-10

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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: Multiple wildlife species which are hazardous to aviation safety.

Description of Damage: Risk of damage to aircraft and potential loss of human life due to aircraft collisions with wildlife.

Location: Harrisburg International Airport, Harrisburg, Dauphin County, PA

Services Provided: The goal of APHIS WS is to manage the damage caused by wildlife by implementing integrated wildlife damage management programs. APHIS WS professionals will update the current Wildlife Hazard Management Plan as per recent direction from the FAA to meet current guidelines and to address existing wildlife hazard issues. APHIS WS professionals will also be available to provide technical assistance at the request of the Cooperator at any time.

The above WS activities are fully provided for in the PGC Bureau of Wildlife Protection (Depredation /Collecting) Permit and U.S. Fish and Wildlife Service Depredation Permit issued to the WS PA State Director. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

Work and Financial Plan prepared by: DS Wood

FINANCIAL PLAN

Personnel Costs..... $1,512

Travel & Vehicle Usage..... $ 0

Supplies & Equipment..... $ 0

Uniform / Capitalization Cost..... $76

Program Support.....$244

TOTAL **$1,832**

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **$1,832**.

Financial Point of Contact

<Cooperator>: (b)(6) (b)(6)

<Name to call for billing questions> Phone

APHIS, WS: Sandy Vinson (717) 236-9451

Budget Analyst Phone

WS-ER (2/08)

Agreement No.: 10 7242 4230 RA
Accounting Code: 073-7242-015

COOPERATIVE SERVICE AGREEMENT (CSA)
between
ALLEGHENY COUNTY AIRPORT AUTHORITY (ACAA)
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 an ongoing, operational (direct control) Wildlife Hazard Management Program that will provide the greatest practical level of protection to aircraft and human safety from hazards associated with wildlife at Pittsburgh International (PIT) and Allegheny County Airports (AGC), as described in the 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 ACAA mutually agree:

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

   ACAA: (b)(6)
   Allegheny County Airport Authority
   Pittsburgh International Airport
   PO Box 12370
   Pittsburgh, PA 15231-0370

   APHIS-WS: Harris Glass, State Director
   USDA APHIS WS
   PO Box 60827
   Harrisburg, PA 17106-0827

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 the Chief Operating Officer or his/her designee, the State Director (WS) or his/her designee, and/or those additional persons authorized and approved by the Chief Operating Officer 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

ACAA Agrees:

1. To authorize APHIS WS to provide technical assistance and direct control services to reduce hazards and attractants associated with mutually agreed upon wildlife species at the Pittsburgh International and Allegheny County Airports. These activities are defined in the WORK PLAN. APHIS WS will be considered an invitee on lands controlled by ACAA. ACAA 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 CSA up to but not exceeding the amount specified in FINANCIAL PLAN. ACAA agrees to provide payment for the total amount specified in FINANCIAL PLAN prior to APHIS WS initiating activities. ACAA will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt (first and only invoice will be issued to ACAA upon final signature). ACAA 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 ACAA authorized individual whose responsibility shall be the coordination and administration of ACAA 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. To provide APHIS WS appropriate resources and support necessary to independently conduct APHIS WS activities on the AOA and adjacent property controlled by ACAA.

6. APHIS WS shall be responsible for administration and supervision of the program.

7. All equipment purchased for the program is and will remain the property of APHIS WS.

8. To coordinate with APHIS WS before responding to all media requests.

9. To obtain the appropriate state and Federal permits for removal activities and list USDA, APHIS, Wildlife Services as subpermitees.

10. To provide an adequate work area to conduct office duties and sufficient storage of supplies related to airport wildlife hazard abatement activities.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at PIT and AGC as described in the WORK and FINANCIAL PLANS.

2. Designate to ACAA the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this agreement.

3. To bill ACAA for services agreed upon and specified in the attached WORK PLAN prior to initiating activities. 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 ACAA shall have the right to inspect and audit such records.

4. To coordinate with ACAA before responding to all media requests.

5. Travel expenditures, if necessary, shall occur according to Federal Travel Regulations (Chapter 301), and travel allowances for lodging (hotel receipts shall be retained) and per diem (food and toll receipts shall not be retained, and the standard daily rate will be charged) rates listed will be charged.

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

ACAA certifies that APHIS WS has advised ACAA that there may be private sector service providers available to provide wildlife management services that ACAA 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.

ACAA Taxpayer Identification Number (TIN) 25-1843496

ALLEGHENY COUNTY AIRPORT AUTHORITY:

By: (b)(6) 9/14/09
Date

Allegheny County Airport Authority
Pittsburgh International Airport
PO Box 12370
Pittsburgh, PA 15231-0370

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

By: 9/29/09
Date

Charles Brown, Eastern Regional Director
USDA APHIS WS
920 Main Campus Drive
Suite 200
Raleigh, NC 27606

By: 9-23-09
Date

Harris Glass, State Director
USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106-0827

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

An ongoing, operational (direct control) Wildlife Hazard Management Program will provide the greatest practical level of protection of aircraft and human safety from the hazards associated with wildlife-aircraft collisions at PIT by reducing the presence and activity of wildlife on and immediately surrounding Airport property. The threat to aircraft and human safety exist through the presence of foxes, coyotes, woodchucks, white-tailed deer, starlings, vultures, hawks, blackbirds, crows and other migratory birds. Increasing national trends in the populations of these wildlife species have been documented and can be expected to continue. Continued operational efforts to reduce the presence and activity of these and other wildlife species are necessary to substantially reduce the potential for subsequent wildlife-aircraft collisions.

Planned USDA APHIS Wildlife Services Activities

APHIS WS biologists/technicians, who have been trained to provide airport safety assistance, will assist in the conduct of operational wildlife hazard management activities at PIT and AGC. APHIS WS personnel will assist PIT and AGC Operations/maintenance personnel with:

(a) conducting wildlife harassment/frightening patrols responding to reported or observed wildlife presence/activity, utilizing non-lethal techniques (including but not limited to pyrotechnics, recorded stress calls and/or other electronic noise harassment, chasing with vehicles) as well as lethal techniques (including but not limited to shooting and trapping/humane destruction) when appropriate and necessary to reinforce frightening/harassment techniques (removal of wildlife no longer responsive to harassment) or to immediately remove an imminent threat to aviation safety,

(b) providing oversight and assistance in the application of visual and audible deterrents and chemical repellents and in the implementation of habitat modification and exclusion measures,

(c) provide ACAA employees with required annual 139.337 Wildlife Hazard training and other training as requested by ACAA (i.e., pyrotechnics, firearms, bird identification, etc.),

(d) collecting and analyzing wildlife observation/strike data and assisting in the conduct of wildlife surveys,

(e) revise/update the WHA for PIT as needed and requested by the FAA,

(f) assist the Wildlife Coordinator with updating the WHMP, and

(g) serve as a qualified Airport Biologist consultant on projects as requested by ACAA and mandated in the WHMP.

ACAA will receive far-reaching benefits from the presence of a WS biologist/technician (2.4 staff years). Expected benefits include:

1) Alleviation of problems caused by wildlife due to the presence of a professionally trained and reliable wildlife damage biologist/technician.
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 and documentation of wildlife hazards to aviation.
5) Quantitative data collection on wildlife species including frequency of occurrence.
6) Seasonal and behavioral activity of wildlife.
7) Habitat locations that attract wildlife in relation to the airport for a period of two years.

A WS biologist/technician with expertise in wildlife management at PIT and AGC will allow for identification of alternative actions to resolve wildlife conflicts and prompt implementation of methods to alleviate wildlife hazards. The WS will also provide educational programs to train airport personnel in alleviating wildlife hazards, recommendations to reduce wildlife attractants on ACAA property and development/expansion projects, and contact with appropriate state and federal agencies for permits related to the management of wildlife conflicts. APHIS WS will act as the liaison between these regulatory agencies and ACAA as requested, especially as is pertains to threatened and endangered species.

Wildlife control activities are fully provided for in the Pennsylvania Game Commission Bureau of Wildlife Protection Special Purpose (Depredation/Collecting) Permit and/or USF&WS Depredation Permit issued to the PA Wildlife Services State Director and/or ACAA. APHIS WS personnel will use firearms aided with spotlights, night vision devices, forward looking infrared, and other specialized equipment to remove potentially hazardous wildlife from PIT and AGC as necessary and as directed by the Chief Operating Officer, in conjunction with ongoing efforts by airport operations/maintenance personnel. Activities will be conducted day and night, with regular and overtime hours worked as necessary to accomplish the objectives of the program. Edible meat will be processed and donated to a charitable food distribution organization or as otherwise directed by Pennsylvania Game Commission Wildlife Conservation Officers whenever possible and reasonable.

Effective Dates

The Cooperative Service Agreement shall commence on January 1, 2010 and shall expire on December 31, 2011.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$202,211
Vehicle Usage	$22,000
Supplies and Equipment	$29,600
Travel	$3,080
Uniform/Capitalization Cost	$1,200
Program Support	$41,488
TOTAL	$299,579

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $299,579.00.

Financial Point of Contact

ACAA: (b)(6) (b)(6)

APHIS-WS: Sandra Vinson, Budget Analyst 717-236-9451

Work and Financial Plans prepared by: C. Swope

WS-ER (11/09)

Agreement No.: ID 7242 8014 RA
Accounting Code: 073-7242-059

COOPERATIVE SERVICE AGREEMENT
between
WASHINGTON COUNTY AIRPORT AUTHORITY
WASHINGTON COUNTY AIRPORT (AFJ)
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 conduct a wildlife damage management program at AFJ to reduce aviation hazards. APHIS WS will conduct wildlife removal and harassment at AFJ as directed by the Authority according to 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 AFJ mutually agree:

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

AFJ: (b)(6)
Washington County Planning Commission
100 West Beau Street, Suite 701
Washington PA 15301

APHIS-WS: Harris Glass, State Director
USDA, APHIS, WS
P.O. Box 60827
Harrisburg, PA 17106-0827

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 Lisa Cessna or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by Lisa Cessna 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

AFJ agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with wildlife hazards at AFJ. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by AFJ. AFJ 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). AFJ will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The AFJ 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 AFJ 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 PA state managed birds and mammals and USFWS managed migratory birds and list USDA, APHIS, Wildlife Services as subpermitees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at AFJ as described in the Work and Financial Plans.

2. Designate to AFJ the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill AFJ 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 AFJ shall have the right to inspect and audit such records.

4. To coordinate with AFJ 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

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

AFJ certifies that APHIS WS has advised the AFJ that there may be private sector service providers available to provide wildlife management services that the AFJ 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 30 days prior to effecting such action. Further, in the event the AFJ does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

APPROVED AS TO FORM AND LEGALITY

(b)(6)

WASHINGTON COUNTY AIRPORT (AFJ):

(b)(6)

B _____ _____
Date
Board of Commissioners

By: (b)(6) _____
Date
Board of Commissioners

By (b)(6) _____
Date
Board of Commissioners

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.

per minute # 872
dated 12-17-09

AFJ Taxpayer Identification Number (TIN) 25 6001043

Approved as to Form:

Per: _____ _____
Counsel Date

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

BY: _____ 1-20-10
Harris Glass Date
State Director
USDA, APHIS, WS
PO Box 60827
Harrisburg, PA 17106-0827

BY: _____ 1/25/10
Charles S. Brown Date
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 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

To provide a wildlife hazard management program to AFJ to reduce threats to aviation safety and damage to property.

Location

Washington County Airport, Washington, Washington County, PA

Planned USDA, APHIS, Wildlife Services Activities

APHIS WS will provide direct control of wildlife hazards at AFJ to reduce threats to aviation safety and damage to property. APHIS WS biologists/technicians trained in airport safety will remove or harass wildlife observed at AFJ. Wildlife observed at night will be removed using suppressed rifles with the aid of night vision, spot lights, and FLIR technology. Traps will be set to capture coyotes, foxes, and woodchucks when deemed necessary by APHIS WS. Birds will be removed by shotgun, rifle, toxicant, or nets when they are observed and pose a hazard at AFJ. Edible deer that are removed from AFJ will be donated for human consumption when possible.

Effective Dates

The cooperative agreement shall become effective on January 1, 2010, and shall expire on December 31, 2010.

Work and Financial Plan prepared by: T. Roland

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$24,461
Travel	$0
Vehicle Usage	$5,520
Supplies & Equipment	$3,309
Uniform / Capitalization Cost	$1,200
Program Support	$5,377
TOTAL	$39,867

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $39,867.

Financial Point of Contact

AFJ: (b)(6) — Executive Director; (b)(6) — Phone

APHIS, WS: Sandy Vinson — Budget Analyst; (717) 236-9451 — Phone

WS-ER (2/08)

Agreement No.: 10 7242 8041 RA
Accounting Code: 073-7242-092

COOPERATIVE SERVICE AGREEMENT (CSA)
between
ARNOLD PALMER REGIONAL AIRPORT (LBE)
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 facilitate USDA APHIS WS in providing Arnold Palmer Regional Airport with a two phase wildlife hazard management program. Phase I is the Wildlife Hazard Assessment (WHA) and implementation of wildlife control measures as per Federal Aviation Regulations Part 139.337. 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 at the airport.

Phase II of the program is to write a Wildlife Hazard Management Plan (WHMP) and continues training LBE personnel to implement wildlife control measures as per Federal Aviation Regulations Part 139.337. 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 facts 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 at the airport.

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 LBE mutually agree:

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

   LBE: (b)(6)
   Arnold Palmer Regional Airport
   148 Aviation Lane
   Latrobe, PA 15650

   APHIS WS: Harris Glass, State Director
   USDA APHIS WS
   PO Box 60827
   Harrisburg, PA 17106-0827

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 the Airport Manager or his/her designee, the State Director (WS) or her designee, and/or those additional persons authorized and approved by Airport Manger 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

LBE 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 mutually agreed upon wildlife species at the Arnold Palmer Regional Airport. These activities are defined in the WORK PLAN. APHIS WS will be considered an invitee on lands controlled by LBE. LBE 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 CSA up to but not exceeding the amount specified in FINANCIAL PLAN. LBE will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. LBE 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 LBE authorized individual whose responsibility shall be the coordination and administration of LBE 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. To provide APHIS WS appropriate resources and support necessary to independently conduct APHIS WS activities at the airport.

6. APHIS WS shall be responsible for administration and supervision of the program.

7. All equipment purchased for the program is and will remain the property of APHIS WS.

8. To coordinate with APHIS WS before responding to all media requests.

9. To obtain the appropriate state and Federal permits for removal activities and list USDA, APHIS, Wildlife Services as subpermitees.

10. To provide an adequate work area to conduct office duties and sufficient storage of supplies related to airport wildlife hazard abatement activities.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at LBE as described in the WORK and FINANCIAL PLANS.

2. Designate to LBE the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this agreement.

3. To bill LBE 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 LBE shall have the right to inspect and audit such records.

4. To coordinate with LBE before responding to all media requests.

5. Travel expenditures, if necessary, shall occur according to Federal Travel Regulations (Chapter 301), and travel allowances for lodging (hotel receipts shall be retained) and per diem (food and toll receipts shall not be retained, and the standard daily rate will be charged) rates listed will be charged.

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

LBE certifies that APHIS WS has advised LBE that there may be private sector service providers available to provide wildlife management services that LBE 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.

LBE Taxpayer Identification Number (TIN) 25-1239457

ARNOLD PALMER REGIONAL AIRPORT:

By: (b)(6) 2-9-2010
Date

Arnold Palmer Regional Airport
148 Aviation Lane
Latrobe, PA 15650
(724) 539-8100

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

By: 2-22-10
Date

Harris Glass, State Director
USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106-0827

By: 3/3/10
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 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 requirements, Arnold Palmer Regional Airport (LBE) must conduct and has requested assistance with a Wildlife Hazard Assessment (WHA), Wildlife Hazard Management Plan (WHMP), implementing wildlife control measures, in addition to training of airport personnel to manage wildlife to alleviate threats 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.

WS will be working from a Cooperative Service Agreement, to conduct an update of the LBE WHA, WHMP, and training of LBE personnel from June 21, 2010 to September 30, 2012.

The purpose of the WHA is to develop a detailed evaluation of wildlife hazard conditions at the airport. The WHA is conducted by means of systematic data collection through on-site observations and surveys, and data analysis. The WHA will be the basis for developing the WHMP (if needed).

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 facts 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 at 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 hazards 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.

LBE has requested that WS conduct training on how to identify and alleviate wildlife damage related to threats and damage to aviation, and property damage to aircraft, equipment, tools, and supplies in warehouses and hangars. This training will be consistent with the techniques included in the WHMP (if needed). The training will be conducted by WS personnel knowledgeable with the various management methods outlined in the WHMP.

B. OBJECTIVES

Phase I: Wildlife Hazard Assessment

Wildlife Services (WS) will conduct a 12-month WHA of LBE and lands surrounding the airport with a wildlife damage biologist/technician knowledgeable of the WHA procedure. The data collected during the assessment will provide new information on wildlife hazards. This Cooperative Service Agreement between the LBE and 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 WS, of LBE that documents the biology and ecological relationships of wildlife populations present on or around the lands surrounding 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 or near the airport that may attract wildlife will be compiled. Detailed observations and descriptions of wildlife hazards to aircraft operations will be noted.
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 LBE. The report will be written such that it can be incorporated into the WHMP.
3) Implement wildlife control measures to reduce specific bird and mammal threats to aviation safety and coordinate effective solutions (Species of concern include white-tailed deer, coyotes, red fox, raptors, vultures, waterfowl, gulls, starlings and blackbirds).
4) The WS wildlife damage biologist/technician would present specific information relating to wildlife hazards at LBE.
5) Provide technical assistance, wildlife 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 at the facility mentioned in this agreement.

Phase II: Wildlife Hazard Management Plan

Depending upon the outcome of the WHA a WHMP may be needed. If determined that a WHMP is needed Wildlife Services (WS) will conduct activities related to the WHMP and implement wildlife management activities provided in the pending LBE WHA. Activities will include training, wildlife control, habitat management, and wildlife monitoring over a 12-month period. The objectives of this phase would be to:

1) WS will 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 (Species of concern include white-tailed deer, coyotes, red fox, raptors, vultures, waterfowl, gulls, starlings and blackbirds).
2) Provide technical assistance, wildlife 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 LBE that document the biology and ecological relationships of wildlife populations present on or around the lands surrounding LBE. 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 near LBE that may attract wildlife will be compiled. Detailed observations and descriptions of wildlife hazards to aircraft operations will be noted.
4) Assist in the development a Wildlife Hazard Working Group at LBE. The WS wildlife damage biologist/technician would present specific information relating to wildlife hazards at LBE.
5) Assist LBE with implementation of the airport's master plan, specifically relating to wildlife and habitat management issues.

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. WS would 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. 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 two months of the second year of this Cooperative Service Agreement.

Birds

A systematic random sample experimental design will be used to sample birds at observation sites spaced equidistant about 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.

Mammals

Counts of mammalian species will be conducted monthly to obtain an index of mammal abundance on and around the property. Spotlight counts will be conducted two nights per month. Technical assistance will be provided on managing mammals if a wildlife hazard is perceived. Wildlife control measures will be recommended if warranted, and implemented by WS.

If WS determines that mammal species constitute a wildlife hazard, WS will assist LBE in developing management programs specific to the hazard species. These programs would incorporate any existing program (i.e., hunting or other) designed to manage the population on airport property. If appropriate, activities will be performed by WS in cooperation with Pennsylvania Game Commission personnel to collect wildlife demographic information. For example, if white-tailed deer were managed at LBE, WS would assist by collecting data to measure parasite loads, kidney fat indices, and weight by age class and sex of white-tailed deer that were removed. Data of this type will be used to develop objectives and technical advice for future management programs.

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. Data collected will be used similarly as discussed in the previous paragraph.

Habitat Assessment

The WS biologist/technician will examine land features (e.g., brushy areas, natural water areas, manmade water impoundments, perch trees, etc.) on and around LBE to ascertain if they constitute or contribute to wildlife hazard conditions. The WS biologist/technician 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 of LBE, WS will continue wildlife and habitat monitoring during the WHMP. This monitoring effort will use the same methodology as specified in Phase I but occur in a reduced capacity as compared to the formal WHA, but in a way as to provide data, which can be compared to or incorporated into the WHA database.

WILDLIFE CONTROL MEASURES

Wildlife control measures will be used to protect human health and safety and property by using an integrated wildlife damage management approach which relies on using any and all practical methods to alleviate wildlife damage while minimizing environmental impacts. The following are examples of measures that will be used on identified species upon approval by airport director. Other methods may be necessary depending on the species observed at the site or the effectiveness of techniques listed below.

The following description of species and there methods will be illustrated and trained to airport personnel by WS biologist/technician on how to manage them for air carrier safety.

Waterfowl
Waterfowl will be removed from the airport to protect aircraft operations. Waterfowl may be harassed with pyrotechnics/propane cannons, and also shot to reinforce harassment.

Rock Doves (pigeons), English Sparrows, European Starlings
Pigeons, English sparrows, and European starlings will be removed from airport structures and buildings as necessary by trapping with bird traps, shooting with air rifles, or applying registered toxicants and repellents.

Deer
Deer will be removed from the airport to protect aircraft operations. Deer will be removed from the AOA using sharpshooting.

Medium-sized Mammals, Including Coyotes and Fox
Over abundant populations of all medium-sized mammals in the AOA will be removed to protect human safety and aircraft operations. They will be removed by trapping, sharpshooting, and harassment.

Rabbits
Rabbits will be removed by shooting and trapping if hawks and other predators are determined to be attracted to LBE because of their abundance. Habitat alteration will be recommended to the airport where practical to eliminate rabbit habitat.

Turkeys
Turkeys will be removed by shooting. Turkeys may be harassed with pyrotechnics/propane cannons, and also shot to reinforce harassment.

Raptors
Raptors will be removed from the airport to protect aircraft operations. Raptors may be harassed with pyrotechnics/propane cannons, shot to reinforce harassment, or trapped using various techniques.

Wading Birds
Wading Birds will be removed from the airport to protect aircraft operations. Wading Birds may be harassed with pyrotechnics/propane cannons, and also shot to reinforce harassment.

Other Species

Other nuisance species (including, but not limited to, feral dogs, feral cats, skunks, and bats) will be removed or relocated from buildings or structures as needed. Coordination with building/structure superintendent may be required to reduce attractiveness of site or exclude damage causing species.

SAFETY

WS will conduct operations in accordance with LBE safety, security, and environmental regulations and procedures. All other safety requirements of WS, the FAA, and LBE will be met by WS when required.

OTHER ACTIVITIES

Technical assistance to alleviate wildlife damage will be provided to the airport as necessary or as requested. Wildlife control measures will be prioritized by the biologist/technician, with aviation safety given the highest priority. Other wildlife control measures will be implemented as resources and time allow. Wildlife control measures may include population reduction, exclusion, harassment, repellents, and habitat alteration.
WS will work with adjacent landowners to reduce the local threat of wildlife species when it benefits LBE.

TRAINING

WS will provide training to airport personnel about identifying wildlife, managing wildlife at airfields, identifying wildlife habitat, and how to collect and report wildlife strikes. Training will consist of structured classes, airfield tours, or impromptu instructional session if wildlife threats are observed.

D. RESULTS AND BENEFITS EXPECTED

LBE will receive far-reaching benefits from the presence of a WS biologist/technician. Expected benefits include:

1) Alleviation of problems caused by wildlife due to the presence of a reliable wildlife damage biologist/technician.
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) Seasonal and behavioral activity of wildlife.
7) Habitat locations that attract wildlife in relation to the airport for a period of two years.

A WS biologist/technician with expertise in wildlife management at LBE will allow for identification of alternative methods to resolve wildlife conflicts and prompt implementation of methods to alleviate wildlife hazards. The WS biologist/technician will also provide educational programs to train airport personnel in alleviating wildlife hazards, recommendations to reduce wildlife attractants on expansion projects, and contact with appropriate state and federal agencies for permits related to the management of wildlife conflicts.

E. RESOURCES REQUIRED

A WS wildlife damage biologist/technician will conduct the activities described in this agreement. An additional WS personal will assist with spotlight counts and some wildlife control measures. Approximately 2.4 staff-years will be required to complete the activities described in this agreement.

LBE will appoint an individual as a point of contact. LBE will provide logistical support (e.g., access to areas, training when applicable, etc.). The WS biologist/technician will complete all necessary training and coordinate with appropriate personnel to maintain training requirements during the period of work.

F. PROCUREMENT AND OFFICE SPACE

Purchase of supplies and miscellaneous needs including salaries will be made by WS as outlined under the financial plan. Additionally all expenditures will be processed through WS's administrative system as described in the financial plan.

LBE will provide office space, phone and internet service, and access to copiers, and fax machines for the WS biologist/technician. WS will provide a vehicle, necessary office supplies, and necessary field supplies such as binoculars, spotting scope, range finder, traps, ammunition, air to ground radio, and rotating beacon.

G. STIPULATIONS AND RESTRICTIONS

WS activities under this cooperative service 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 be corresponded 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 USDA APHIS WS. This work plan may be amended at any time by mutual agreement of the parties in writing. Also, this work plan 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. The length of notice for unilateral termination may be longer or shorter if necessary. In the event LBE does not, for any reason, deposit necessary funds, USDA APHIS WS is relieved of the obligation to continue operations under this work plan.

H. REPORTS

WS will be responsible for the preparation of all required reports to document work activities (i.e., individual site reports, scientific study, etc.) and periodic progress reports to be shared with LBE. Copies of reports will be provided to appropriate personnel at LBE. WS will also be responsible for completing reports associated with the United States Fish and Wildlife Service (USFWS) and Pennsylvania Game Commission (PGC) yearly renewable depredation permits. WS will also aid LBE in obtaining any necessary permits that may be required to conduct wildlife management activities.

I. PERSONNEL REQUIREMENTS

The writing of the WHA, WHMP will be conducted and overseen by a wildlife damage biologist who meets the qualifications as outlined in FAA AC 150/5200-36. All USDA 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 USDA APHIS WS personnel will have to complete all back ground checks required by the airport and TSA.

<u>Effective Dates</u>

The Cooperative Service Agreement shall commence on June 21, 2010 and shall expire on September 30, 2012.

ATTACHMENT B
FINANCIAL PLAN

	Year 1 (Phase I)	Year 2 (Phase I & II)
Personnel Costs	$70,694	$72,685
Vehicle Usage	$6,600	$6,600
Supplies	$5,710	$3,747
Travel (Lodging and Per Diem)	$2,000	$2,000
Uniform/Equipment Capitalization Cost	$1,200	$1,200
Program Support	$13,728	$13,732
GRAND TOTALS	**$99,932**	**$99,964**

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

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $99,932.00 for the first year and $99,964.00 for the second year.

LBE will only be billed for the costs related to activities performed under this agreement up to but not exceeding the total amount.

Any property used for the completion of services described in the work plan will be charged usage fees.

Financial Point of Contact

LBE:	(b)(6)	(b)(6)
APHIS WS:	Sandra Vinson Budget Analyst	717-236-9451

Work and Financial Plans prepared by: T. Roland

WS-ER (2/08)

Agreement No.: 10 7242 8041 RA
Accounting Code: 073-7242-092

COOPERATIVE SERVICE AGREEMENT (CSA)
between
ARNOLD PALMER REGIONAL AIRPORT (LBE)
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 LBE mutually agree:

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

   LBE: (b)(6)
   Arnold Palmer Regional Airport
   148 Aviation Lane, suite 103
   Latrobe, PA 15650

   APHIS-WS: Harris Glass, State Director
   USDA APHIS WS
   PO Box 60827
   Harrisburg, PA 17106-0827

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 the Director of Safety and Security or his/her designee, the State Director (WS) or her designee, and/or those additional persons authorized and approved by the Director of Safety and Security 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

LBE Agrees:

1. To authorize APHIS WS to provide technical assistance and direct control services to reduce damage associated with mutually agreed upon wildlife species within LBE. These activities are defined in the WORK PLAN. APHIS WS will be considered an invitee on lands controlled by LBE. LBE 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 CSA up to but not exceeding the amount specified in FINANCIAL PLAN. LBE will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. LBE 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 LBE authorized individual whose responsibility shall be the coordination and administration of LBE 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. To provide APHIS WS appropriate resources and support necessary to independently conduct APHIS WS activities at LBE.

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7. All equipment purchased for the program is and will remain the property of APHIS WS.

8. To coordinate with APHIS WS before responding to all media requests.

9. To obtain the appropriate state and Federal permits for removal activities and list USDA, APHIS, Wildlife Services as subpermitees.

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APHIS WS Agrees:

1. To conduct activities at LBE as described in the WORK and FINANCIAL PLANS.

2. Designate to LBE the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this agreement.

3. To bill LBE 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 LBE shall have the right to inspect and audit such records.

4. To coordinate with LBE before responding to all media requests.

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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.

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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.

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LBE certifies that APHIS WS has advised LBE that there may be private sector service providers available to provide wildlife management services that LBE 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.

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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 LBE 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.

LBE Taxpayer Identification Number (TIN) 25-1239457

ARNOLD PALMER REGIONAL AIRPORT:

By: (b)(6)

Date

Arnold Palmer Regional Airport
148 Aviation Lane, Suite 103
Latrobe, PA 15650

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

By: _____ 12-8-09

Date

Harris Glass, State Director
USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106-0827

ATTACHMENT A
WORK PLAN

Introduction

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Purpose

To conduct wildlife hazard management activities at LBE to reduce property damage and the risk to human health and safety (aviation) and to provide LBE employees FAA CFR part 139.337 training.

Planned USDA APHIS Wildlife Services Activities

APHIS WS biologist/technicians will conduct wildlife hazard management activities on property controlled by the LBE in accordance with the following terms and conditions:

1) APHIS WS will notify LBE prior to any operational activities being conducted.
2) APHIS WS biologist/technicians will conduct wildlife hazard management activities within the budget of the FINANCIAL PLAN (Attachment B) with the focus on woodchucks and avian hazards. Additional days of operational control my be added as needed if allocated funding per the FINANCIAL PLAN (Attachment B) allows or Attachment B is amended to fund additional days.
3) APHIS WS will make a reasonable effort to conduct operational control activities. In the event of adverse or unsafe circumstances created by individuals who are not directly responsible for carrying out the terms of this CSA, APHIS WS will request and require that LBE provide additional (law enforcement/security) support to allow APHIS WS to conduct activities in a safe and efficient manner. In the event that LBE cannot provide adequate assistance, this CSA will be terminated and the appropriate costs accumulated by APHIS WS will be reimbursed by LBE.
4) Wildlife will be managed by multiple methods including harassment, toxicant, trapping, and firearms to reduce the risk of wildlife threats to aircraft and passengers.
5) APHIS WS will provide one day of annually required FAA CFR part 139.337 training to employees of LBE.

Appropriate permits will be obtained by LBE and APHIS WS prior to shooting activities. The above APHIS WS activities are fully provided for by the Pennsylvania Game Commission, Bureau of Wildlife Protection, Special Use (Depredation/Collecting) Permit and the US Fish and Wildlife Service Depredation permit issued to the Director and/or the WS PA State Director. APHIS WS personnel will be available to provide technical assistance to LBE in preventing wildlife damage as requested. APHIS WS will assist LBE in completing the annual report required by the Pennsylvania Game Commission. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of this program.

Effective Dates

The Cooperative Service Agreement shall commence on November 16, 2009 and shall expire on September 30, 2010.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$7,479
Vehicle Usage	$502
Supplies and Equipment	$845
Travel	$0
Uniform Capitalization Cost	$441
Program Support	$1,425
TOTAL	$10,692

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $10,692.00.

Financial Point of Contact

LBE:	(b)(6)	(b)(6)
APHIS-WS:	Sandra Vinson Budget Analyst	717-236-9451

Work and Financial Plans prepared by: T. Roland

WS-ER (11/09)

Agreement No.: 10 7242 8042 RA
Accounting Code: 073-7242-093

COOPERATIVE SERVICE AGREEMENT
between
WESTMORELAND COUNTY AIRPORT AUTHORITY
ROSTRAVER REGIONAL AIRPORT (FWQ)
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 conduct a wildlife damage management program at FWQ to reduce aviation hazards. APHIS WS will conduct wildlife removal and harassment at FWQ as directed by the Authority according to 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 FWQ mutually agree:

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

FWQ: (b)(6)
148 Aviation Lane, Suite 103
Latrobe PA 15650

APHIS-WS: Harris Glass, State Director
USDA, APHIS, WS
P.O. Box 60827

Harrisburg, PA 17106-0827

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 (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

FWQ agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with wildlife hazards at FWQ. These activities are defined in the Work Plan. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by FWQ. FWQ 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). FWQ will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The FWQ 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 FWQ 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 PA state managed birds and mammals and USFWS managed migratory birds and list USDA, APHIS, Wildlife Services as subpermitees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at FWQ as described in the Work and Financial Plans.

2. Designate to FWQ the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill FWQ 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 FWQ shall have the right to inspect and audit such records.

4. To coordinate with FWQ 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

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

FWQ certifies that APHIS WS has advised the FWQ that there may be private sector service providers available to provide wildlife management services that the FWQ 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 FWQ 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.

FWQ Taxpayer Identification Number (TIN) 25-1239457

FW

BY (b)(6) 12-17-09
Date

148 Aviation Lane, Suite 103
Latrobe PA 15650

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

BY: 12-21-09
Date

Harris Glass
State Director
USDA, APHIS, WS
PO Box 60827
Harrisburg, PA 17106-0827

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

To provide a wildlife hazard management program to FWQ to reduce threats to aviation safety and damage to property.

Location

Rostraver Regional Airport, Belle Vernon, Westmoreland County, PA

Planned USDA, APHIS, Wildlife Services Activities

APHIS WS will provide direct control of wildlife hazards at FWQ to reduce threats to aviation safety and damage to property. APHIS WS biologists/technicians trained in airport safety will remove or harass wildlife observed at AFJ. Wildlife observed at night will be removed using suppressed rifles with the aid of night vision, spot lights, and FLIR technology. Traps will be set to capture coyotes, foxes, and woodchucks when deemed necessary by APHIS WS. Birds will be harassed or removed by shotgun, rifle, toxicant, or nets when they are observed and pose a hazard at FWQ. Edible deer that are removed from FWQ will be donated for human consumption when possible.

Effective Dates

The cooperative agreement shall become effective on January 1, 2010, and shall expire on December 31, 2010.

Work and Financial Plan prepared by: T. Roland

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$3,116
Travel	$0
Vehicle Usage	$724
Supplies & Equipment	$1,102
Uniform / Capitalization Cost	$247
Program Support	$798
TOTAL	$5,987

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $5,987.

Financial Point of Contact

FWQ: (b)(6)

APHIS, WS: Sandy Vinson — Budget Analyst

(717) 236-9451 — Phone

WS-ER (2/08)

Agreement No.: 10 7242 4609 RA
Accounting Code: 073 7242 490

COOPERATIVE SERVICE AGREEMENT
between
WILKES-BARRE/SCRANTON INTERNATIONAL AIRPORT (AVP)
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 USDA/APHIS/WS in providing the cooperator with the requested service of conducting a Wildlife Hazard Assessment (WHA) as per Federal Aviation Administration (FAA) Regulations CFR 14 Part 139.337. The information provided by this WHA can further be used as the foundation to construct or update a formal Wildlife Hazard Management Plan. The results of the WHA and recommendations contained therein will be provided to the Cooperator and the FAA. The WHA when fully considered will increase aircraft operation safety and will help to protect human health and safety and reduce property damage at the airport.

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 Wilkes-Barre/Scranton International Airport mutually agree:

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

Wilkes-Barre/Scranton International Airport:

(b)(6)
Wilkes-Barre/Scranton International Airport
100 Terminal Drive
Avoca, PA 18641

APHIS-WS: Harris Glass
State Director
USDA, APHIS, WS/PA
P.O. Box 60827
Harrisburg, PA 17106-0827

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 Airport Director 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

Wilkes-Barre/Scranton International Airport agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with hazardous wildlife at the airport. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Wilkes-Barre/Scranton International Airport. Wilkes-Barre/Scranton International Airport 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). Wilkes-Barre/Scranton International Airport 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 Wilkes-Barre/Scranton International Airport 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 hazardous wildlife species and list USDA, APHIS, Wildlife Services as subpermitees.

9. To provide an indoor working space to complete necessary paperwork if required or needed.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at Wilkes-Barre/Scranton International Airport as described in the Work and Financial Plans.

2. Designate to Wilkes-Barre/Scranton International Airport the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill Wilkes-Barre/Scranton International Airport 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 Wilkes-Barre/Scranton International Airport shall have the right to inspect and audit such records.

4. To coordinate with Wilkes-Barre/Scranton International Airport 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

Wilkes-Barre/Scranton International Airport certifies that APHIS WS has advised the Wilkes-Barre/Scranton International Airport that there may be private sector service providers available to provide wildlife management services that the Wilkes-Barre/Scranton International Airport 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.

Wilkes-Barre/Scranton International Airport

Taxpayer Identification Number (TIN) 231736989

Wilkes-Barre/Scranton International Airport

B (b)(6) 9/17/09
Date

100 Terminal Drive
Avoca, PA 18641

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

BY: 12-21-09
Date

Harris Glass
State Director
USDA, APHIS, WS
PO Box 60827
Harrisburg, PA 17106-0827

BY: 1/5/10
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 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

A. Need for Assistance

In accordance with Federal Aviation Administration requirements, Wilkes-Barre/Scranton International Airport must conduct and has requested assistance with a Wildlife Hazard Assessment (WHA) per Federal Aviation Regulations CFR 14 Part 139.337.

From October 2009 until exhaustion of agreed upon funding, WS was requested, through a Cooperative Service Agreement, to conduct a WHA and provided limited direct control activities.

The purpose of the WHA is to develop a detailed evaluation of wildlife hazard conditions at the airport. The WHA is conducted by means of systematic data collection through on-site observations and surveys, and data analysis. The WHA will be the basis for developing or improving a WHMP which WS can assist with if requested under an additional Cooperative Service Agreement.

B. Objectives

Wildlife Hazard Assessment

Wildlife Services (WS) will conduct a 12-month WHA of Wilkes-Barre/Scranton International Airport and lands surrounding the airport with a wildlife damage biologist

knowledgeable of the WHA procedure. The data collected during the assessment will provide new information on wildlife hazards. This Cooperative Service Agreement between the Wilkes-Barre/Scranton International Airport and WS will ultimately alleviate wildlife damage to aviation, property and human health and safety.

The objectives of this would be to:

1. Conduct a WHA as prescribed by WS, of Wilkes-Barre/Scranton International Airport that documents the biology and ecological relationships of wildlife populations present on or around the lands surrounding 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 or near the airport that may attract wildlife will be compiled. Detailed observations and descriptions of wildlife hazards to aircraft operations will be noted.

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 Wilkes-Barre/Scranton International Airport. The report will be written such that it can be incorporated into the WHMP.

3. Implement wildlife control measures, on a limited basis, to reduce specific bird and mammal threats to aviation safety and coordinate effective solutions while on site conducting the WHA or at the request of the airport.

4. The WS wildlife damage biologist would present specific information relating to wildlife hazards at Wilkes-Barre/Scranton International Airport.

5. Provide technical assistance regarding wildlife control measures, education, scientific research capability and liaison with the airport, local, state, and federal regulatory agencies during the WHA period.

C. Approach

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. WS would monitor wildlife populations and their movements to determine the status of species in order to analyze factors contributing to wildlife hazards. Typically, a WHA is conducted over the length of a one 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 including 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. 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 two months after completion of the data collection period.

Birds

A systematic random sample experimental design will be used to sample birds at observation sites spaced equidistant about 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.

Mammals

Counts of mammalian species will be conducted monthly to obtain an index of mammal abundance on and around the airport. Spotlight counts will be conducted two nights per month. Technical assistance will be provided on managing mammals if a wildlife hazard is perceived. Wildlife control measures will be recommended if warranted. If WS determines that mammal species constitute a wildlife hazard, WS will assist Wilkes-Barre/Scranton International Airport in developing management programs specific to the hazard species. These programs would incorporate any existing program (i.e., hunting or other) designed to manage the population on airport property. If appropriate, activities will be performed by WS in cooperation with Pennsylvania Game Commission personnel to collect wildlife demographic information. For example, if white-tailed deer were managed at Wilkes-Barre/Scranton International Airport, WS would assist by collecting data to measure parasite loads, kidney fat indices, and weight by age class and sex of white-tailed deer that were removed. Data of this type will be used to develop objectives and technical advice for future management programs. 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. Data collected will be used similarly as discussed in the previous paragraph.

Habitat Assessment

The WS biologist will examine land features (e.g., brushy areas, natural water areas, man-made water impoundments, perch trees, etc.) on and around Wilkes-Barre/Scranton International Airport to ascertain if they constitute or contribute to wildlife hazard conditions. The WS biologist will accomplish this task through the use of maps and by ground truth of 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.).

Effective Dates

The cooperative agreement shall become effective on October 1, 2009, and shall expire when funding expires.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$ 44,993
Vehicle Usage	$ 2,860
Supplies	$ 1,378
Uniform/Equipment Capitalization	$ 1,000
Program Support	$ 7,951
TOTAL	$ 58,182

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $ 58,182.

Financial Point of Contact

Cooperator (b)(6)
Phone

APHIS, WS: Sandra Vinson — 717-236-9451
Budget Analyst — **Phone**

Prepared by: C. Furlo

WS-ER (2/08)

Agreement No.: 10 7242 2816 RA
Accounting Code: 073-7242-705

COOPERATIVE SERVICE AGREEMENT
between
SUSQUEHANNA AREA REGIONAL AIRPORT AUTHORITY (SARAA)
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 conduct an operational wildlife hazard management program to prevent/minimize the threat to human health and safety and aircraft damage.

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 SARAA mutually agree:

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

SARAA: Executive Director
Susquehanna Area Regional Airport Authority
One Terminal Drive, Suite 300
Middletown, PA 17057

PAID 11/19/09

APHIS-WS: Harris Glass
State Director
USDA, APHIS, WS/PA
P.O. Box 60827
Harrisburg, PA 17106-0827

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 Executive Director of SARAA or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the Executive Director, 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

SARAA agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce property damage and threats to human health and safety. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by SARAA. SARAA 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). SARAA 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 SARAA 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 mammals and migratory birds and list USDA, APHIS, Wildlife Services as subpermitees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at SARAA as described in the Work and Financial Plans.

2. Designate to SARAA the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill SARAA 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 SARAA shall have the right to inspect and audit such records.

4. To coordinate with SARAA 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

SARAA certifies that APHIS WS has advised the SARAA that there may be private sector service providers available to provide wildlife management services that the SARAA 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.

SARAA Taxpayer Identification Number (TIN) 23-2927440

SARAA:

BY: (b)(6) 10.15.09
Date

Susquehanna Area Regional Airport Authority
One Terminal Drive, Suite 300
Middletown, PA 17057

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

BY: _____ 11-12-09
Date

Harris Glass
State Director
USDA, APHIS, WS
PO Box 60827
Harrisburg, PA 17106-0827

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

An ongoing, operational (direct control) Wildlife Hazard Management Program will provide the greatest practical level of protection of aircraft and human safety from the hazards associated with wildlife-aircraft collisions at the Harrisburg International Airport, Capital City Airport, Gettysburg Airport, and Franklin County Airport by reducing the presence and activity of wildlife on and immediately surrounding Airport properties. The threat to aircraft and human safety has been demonstrated by recent wildlife-aircraft collisions involving white-tailed deer, Canada geese, gulls and other birds. Increasing trends in the populations of these wildlife species have been documented and can be expected to continue. Continued operational efforts to reduce the presence and activity of these and other wildlife species are necessary to substantially reduce the potential for subsequent wildlife-aircraft collisions.

Planned USDA, APHIS, Wildlife Services Activities

APHIS WS biologists/technicians, who have been trained to provide airport wildlife damage management, will continue to assist in the conduct of operational wildlife hazard management activities at the Airports. A Wildlife Biologist/Technician will be assigned to the airport on a part-time basis throughout the year. Control efforts will be focused at MDT and the biologist/technician will be available per request from SARAA Operations personnel to conduct direct control activities at Capital City Airport, Gettysburg Airport, and Franklin County Airport. APHIS WS personnel will assist SARAA Operations personnel in:

(a) conducting frequent, aggressive wildlife harassment/frightening patrols responding immediately to reported or observed wildlife presence/activity, utilizing non-lethal techniques (including but not limited to pyrotechnics, recorded distress calls and/or other electronic noise harassment, chasing with vehicles) as well as lethal techniques (including but not limited to shooting and trapping/humane destruction) when appropriate and necessary to reinforce frightening/harassment techniques (removal of wildlife no longer responsive to harassment) or to immediately remove an imminent threat to aviation safety,

(b) providing oversight and assistance in the application of visual and audible deterrents and chemical repellents and in the implementation of habitat modification and exclusion measures,

(c) collecting and analyzing wildlife observation/strike data and assisting in the conduct of wildlife surveys, and

(d) coordinating and assisting in the training of participating SARAA personnel with regard to bird and mammal identification, frightening/harassment techniques, equipment handling/safety procedures, and routine data collection.

Wildlife control activities are fully provided for in the Pennsylvania Game Commission Bureau of Law Enforcement Special Purpose (Depredation/Collecting) Permit and/or USFWS Depredation Permit issued to the WS-PA State Director. APHIS WS personnel will use firearms aided with spotlights, night vision devices, and other specialized equipment to remove deer, Canada geese, and other potentially hazardous wildlife from SARAA as necessary, in conjunction with ongoing efforts by airport operations personnel. Activities will be conducted day and night, with regular and overtime hours worked as necessary to accomplish the objectives of the program. Edible meat will be processed and donated to a charitable food distribution organization or as otherwise directed by Pennsylvania Game Commission Wildlife Conservation Officers whenever possible and reasonable.

Effective Dates

The cooperative agreement shall become effective on **October 01, 2009**, and shall expire on **September 30, 2010.**

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$9,220
Vehicle Usage	$974
Supplies & Equipment	$883
Uniform/Equipment Capitalization Cost	$554
Program Support	$1,789
TOTAL	$13,420

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **$13,420**.

Financial Point of Contact

Cooperat (b)(6)

Name Phone

APHIS, WS: Sandra Vinson 717-236-9451
Budget Analyst Phone

WS-ER (2/08)

Agreement No: 10 7242 2380 RA
Accounting Code: 073-7242-963

COOPERATIVE SERVICE AGREEMENT
between
THE CITY OF PHILADELPHIA (The City)
DEPARTMENT OF COMMERCE
DIVISION OF AVIATION
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 an ongoing, operational (direct control) Wildlife Hazard Management Program that will provide the greatest practical level of protection to aircraft and human safety from hazards associated with wildlife at the Philadelphia International Airport (PHL) and Northeast Philadelphia Airport (PNE). WS activities are described in 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 The City mutually agree:

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

City: Director of Aviation
Philadelphia International Airport
Terminal E
Philadelphia, PA 19153

WS: Harris Glass, State Director
P.O. Box 60827
Harrisburg, PA 17106-0827

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 the Deputy Mayor of Transportation and Utilities or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the Deputy Mayor of Transportation and Utilities, 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 City agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with wildlife. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by the City. The City 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 City 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 City 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 wildlife and list USDA, APHIS, Wildlife Services as subpermitees.

9. To provide an adequate work area to conduct office duties and sufficient storage space for supplies related to airport wildlife hazard reduction activities.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at PHL and PNE as described in the Work and Financial Plans, and to provide all resources necessary for accomplishment of the program (except those items the City agrees to provide as specified in Article 4), including personnel, equipment, supplies, and other support materials.

2. Designate to the City 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 City 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 City shall have the right to inspect and audit such records.

4. To consult with the City prior to issuing any news release, advertisement, or literature of any kind or permitting the issuance of any news release, advertisement, or literature of any kind which refers to the City or the services performed under this Agreement. APHIS WS shall not issue any such release, advertisement, or literature without the express prior approval of the City, its Director of Aviation, or her/his designee.

5. The City shall have the right to use or permit the use of all estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, computations and other papers of any type whatsoever, whether in the form of writing, figures, or delineations, or any ideas or methods represented by them, which are prepared or compiled in connection with this Agreement, for any purpose and at any time without other compensation than that specifically provided herein.

6. Travel expenditures shall occur according to Federal Travel Regulations (Chapter 301), and travel allowances for lodging (hotel receipts shall be retained) and per diem (food and toll receipts shall not be retained, and a standard daily rate will be charged) rates for relevant travel locations.

7. To make an accounting of funds contributed by the City annually and upon termination of this agreement.

8. To provide periodic reports of APHIS WS accomplishments during the term of this Agreement.

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). The City or Township and their officers, agents, or employees reserve the same rights and remedies under the Pennsylvania Political Subdivision Tort Claims Act, 42 PA. CSA ss 8541, et. seq. The parties acknowledge and agree that the aforesaid provisions of the Pennsylvania Political Subdivision Tort Claims Act do not supersede the Federal Tort Claims Act.

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 City certifies that APHIS WS has advised the City that there may be private sector service providers available to provide wildlife management services that the City 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. The City shall have the option to renew this Agreement, if desired, by notice of writing before the termination date. If the City exercises the option to renew this agreement, for up to three (3) successive terms of up to one (1) year each, or contracts with APHIS WS in subsequent years or on an annual periodic basis (as needed), it is understood by all parties that all serviceable equipment and nonexpendable materials purchased in connection with this Agreement shall remain available for use as necessary in the conduct of such activities. Additional costs will be incurred only for personnel, travel (lodging and per diem), expendable supplies, administrative overhead, and any additional equipment deemed necessary by the City and APHIS WS. 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.

ARTICLE 13

This Agreement is based upon APHIS' special qualifications for the services herein contemplated, any assignment, subletting or other transfer of this Agreement, or any part hereof, or any monies due to become due hereunder, shall be void and no effect as to the City, and shall be grounds for immediate termination of this Agreement.

ARTICLE 14

The City deems this Agreement necessary to protect the public health and safety, as permitted under the Urban Conservation Treaty for Migratory Birds between the City and the United States Fish and Wildlife Service of the Department of Interior.

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.

City of Philadelphia Taxpayer Identification Number (TIN): **23-600-3047**

IN WITNESS WHEREOF, the City has caused this Agreement to be executed on its behalf by its Deputy Mayor of Transportation and Utilities, and APHIS WS has caused this Agreement to execute on its behalf, as of the date of signature.

The City of Philadelphia,
Acting through its Department of Commerce,
Divi

BY: (b)(6) 9/22/09
Date

Municipal Services Building
1401 JFK Boulevard, Room 1430
Philadelphia, PA 19102

Approved as to Form:

(b)(6) 9/8/09
Date

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

BY: 10-6-09
Date

Harris Glass
State Director
USDA, APHIS, WS
PO Box 60827
Harrisburg, PA 17106-0827

BY: 10/13/09
Date

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

ATTACHMENT A
WORK PLAN

ATTACHMENT A
WORK PLAN FOR THE CONDUCT OF A DIRECT CONTROL WILDLIFE DAMAGE MANAGEMENT PROGRAM UNDER THE COOPERATIVE SERVICE AGREEMENT
between
THE CITY OF PHILADELPHIA (The City)
DEPARTMENT OF COMMERCE
DIVISION OF AVIATION
and
USDA APHIS WILDLIFE SERVICES (WS)

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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

An ongoing, operational (direct control) Wildlife Hazard Management Program will provide the greatest practical level of protection for aircraft and human safety from the hazards associated with wildlife at the airports by reducing the presence of wildlife on and immediately surrounding airport properties. The threat to aircraft and human safety has been demonstrated by wildlife-aircraft collisions involving white-tailed deer, Canada geese, gulls and other birds. Increasing trends in the populations of these wildlife species have been documented and can be expected to continue. Continued operational efforts to reduce the presence and activity of these and other wildlife species are necessary to substantially reduce the potential for subsequent wildlife-aircraft collisions.

Planned USDA APHIS Wildlife Services Activities

USDA, Wildlife Services biologists/technicians, who have been trained to provide airport safety assistance, will continue to assist in the conduct of operational wildlife hazard management activities at PHL and PNE. A Wildlife Biologist and Wildlife Technician will be assigned to the airports on a full-time basis. (Approximately 100 percent for the Biologist and 100 percent for the Technician for the entire year). They will assist Division of Aviation personnel in:

(a) Conducting frequent, aggressive wildlife harassment/frightening patrols responding immediately to reported or observed wildlife presence/activity, utilizing non-lethal techniques (including, but not limited to pyrotechnics, recorded distress calls and/or other electronic noise harassment, chasing with vehicles) as well as lethal techniques (including but not limited to shooting and trapping/humane destruction) when appropriate and necessary to reinforce frightening/harassment techniques (removal of wildlife no longer responsive to harassment) or to immediately remove an imminent threat to aviation safety,

(b) Providing oversight and assistance in the application of visual and audible deterrents and chemical repellents and in the implementation of habitat modification and exclusion measures,

(c) Collecting and analyzing wildlife/observations/strike date and assisting in the conduct of wildlife surveys. Data collected will be used to update the Wildlife Hazard Assessment (WHA) for PHL and update the current Wildlife Hazard Management Plan (WHMP).

(d) Coordinating and assisting in the training of participating City DOA personnel with regard to bird and mammal identification, frightening/harassment techniques, equipment handling/safety procedures, and routine data collection.

Wildlife control activities are fully provided for in the PGC Bureau of Law Enforcement Special Purpose (Depredation/Collecting) Permit and the US Fish and Wildlife Service Depredation Permit issued to the WS PA State Director. APHIS-WS will identify the agents and personnel who are designated and authorized to perform the wildlife control activities described in this Amendment. APHIS-WS personnel will use firearms aided with spotlights, night vision devices, and other specialized equipment to remove deer, Canada geese, and other potentially hazardous wildlife from PHL and PNE as necessary, in conjunction with ongoing efforts by airport operations personnel, and in accordance with the City's Federal Fish and Wildlife Special Use Permit and/or the Federal Fish and Wildlife Special Purpose Permit issued to the State Director (WS-Harrisburg, PA). Edible meat will be processed and donated, after approval from the City, to the Greater Philadelphia Food Bank or other charitable food distribution organizations whenever possible and practical.

Effective Dates

Upon signature, this agreement will become effective October 1, 2009 and terminate no later than September 30, 2010 or when funding expires.

WS-ER (11-09)

Agreement No.: 10 7242 9074 RA
Accounting Code: 073-7242-811

COOPERATIVE SERVICE AGREEMENT (CSA)
between
SPRING HILL AIRPORT (Cooperator)
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 $ 2,784.00 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. 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.
6. The 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.
7. 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 15, 2010 and shall continue in effect until September 30, 2010. 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: 23-2828054

(b)(6)
Seven Zero November, LLC & Lake Russell Properties, Inc.
P.O. Box 67
Sterling, PA 18463

(b)(6)

3-5-10
Date

USDA-APHIS-Wildlife Services
P.O. Box 60827
Harrisburg, PA 17106-0827
(717) 236-9451

Harris Glass, State Director

3-12-10
Date

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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: Canada Geese

Description of Damage: Threats to human health and safety, aircraft, and property. The primary concern is the risk of bird-aircraft collisions involving Canada geese.

Location: Spring Hill Airport, Sterling, Wayne County, PA

Services Provided:

The goal of APHIS WS is to manage the damage caused by wildlife by implementing integrated wildlife damage management programs. APHIS WS will be available on an on-call basis to conduct integrated Canada goose management for Spring Hill Airport. Methods used if requested may include nest\egg removal, harassment, or lethal removal to supplement harassment. APHIS WS professionals will also be available to provide technical assistance at the request of the Cooperator at any time.

The above WS activities are fully provided for in the PGC Bureau of Wildlife Protection (Depredation /Collecting) Permit and U.S. Fish and Wildlife Service Depredation Permit issued to the WS PA State Director. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

Work and Financial Plan prepared by: W.Wenner

FINANCIAL PLAN

Personnel Costs	$1,638
Vehicle Usage & Travel	$495
Supplies & Equipment	$165
Uniform Capitalization Cost	$115
Program Support	$371
TOTAL COST	$2,784

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $2,784.00.

Financial Point of Contact

Cooperator:	(b)(6)	
APHIS-WS:	Sandra Vinson Budget Analyst	717-236-9451 Phone

Work and Financial Plan prepared by: W.Wenner

PENNSYLVANIA AIR NATIONAL GUARD 193rd SPECIAL OPERATIONS WING
AT FORT INDIANTOWN GAP
OPERATIONAL CONTROL WORKSHEET

1. Installation Name: Pennsylvania ANG 193rd Special Operations Wing

2. Contact:

   Address: Pennsylvania ANG 193rd SOW
   81 Constellation Court
   Middletown, PA 17057

   Phone: 717.948.2557

3. Is the installation a flying unit?: Yes

4. Brief Description of hazard/damage concerns: Multiple species of wildlife have threatened and/or have damaged property, aircraft, and human health and safety on and around the station. These issues are occurring on lands controlled by the 193rd Special Operations Wing and the shared\restricted airspace of Muir Army Airfield and the Bollen Air to Ground Range at Fort Indiantown Gap that are regularly utilized by 193rd fixed wing aircraft to transport senior staff. Other areas include Areas 1 and 2 and the Regional Training Site (RTS) controlled by the 193rd these areas encompass the Air National Guard Station at Fort Indiantown Gap.

5. Project dates: October 1, 2009 - September 30, 2012

6. Wildlife Services Expenses:

   a. Salary/Benefits.....$58,152

   b. Vehicle usage.....$13,200

   c. Supplies/Equipment.....$3,036

   d. Program Support.....$12,012

   e. Uniform/Capitalization Costs.....$3,600

   f. Total:.....$90,000

7. Comments: USDA/WS was contacted by (b)(6) (b)(6) Fort Indiantown Gap, regarding on and off-site wildlife hazards and their effect on base operations. Numerous damaging bird strikes have occurred over the Bollen Range (approximately $300,000) and significant damage has been

sustained to the RTS site from woodchucks damaging data cables (approximately $15,000). Other wildlife damage risks to human health and safety, aircraft, and property exist from European starlings, Canada geese, and various raptor species. (b)(6) requests that WS conduct standardized surveys for the PA ANG 193rd Special Operations Wing at the Bollen Range and Muir Army Airfield as it vital to understanding the wildlife populations that could potentially impact flight operations at the base. The recent bird strikes and resulting damage have increased this need to fully understand wildlife utilizing the airspace in order for them to be properly managed. This data would also greatly enhance the current BASH Plan that is in place for Fort Indiantown Gap.

8. WS representative submitting this report: Jason Wood, District Supervisor

WORK PLAN FOR THE CONDUCT OF OPERATIONAL WILDLIFE HAZARD REDUCTION ACTIVITIES AT THE PENNSYLVANIA AIR NATIONAL GUARD 193rd SPECIAL OPERATIONS WING (FORT INDIANTOWN GAP) UNDER AN INTERAGENCY AGREEMENT
Between
UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICE, WILDLIFE SERVICES

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c). WS 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 an 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 WS Program Final Environmental Impact Statement. 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 local population of the offending species be reduced.

Purpose

Fort Indiantown Gap (FIG) National Guard Training Center is the only live fire, maneuver, and Air-To-Ground military training facility in Pennsylvania. Located in Central Pennsylvania, FIG has a military mission that supports over 18,000 PA National Guard personnel each year, including one of the largest and most deployed Army (56th Stryker Brigade Combat Team (SBCT), the other 3 brigades (2nd, 55th, 28th Combat Aviation Brigade (CAB) in the 28th Infantry Division and 213th Area Support Group (ASG) and Air (111th FW, 193rd SOW, 171st ARW) Guards. Other state's Guard, Reserve, Active Army, Navy, Marine units and law enforcement entities, as well as Joint Services with the Air Force total over 130,000 personnel each year which crowds the training lands and ranges.

The direct control wildlife damage and hazard reduction program will provide immediate short-term protection of property, aircraft, and human health and safety. The 193rd Special Operations Wing utilizes Fort Indiantown Gap in many ways. 193rd fixed wing aircraft utilize Muir Army Airfield to fly in personnel and also fly approximately 3,500 bombing sorties per year on the Bollen Air to Ground Range. The 193rd Special Operations Wing also controls Areas 1&2 and the Regional Training Site (RTS) all of which encompass the Air National Guard Station at Fort Indiantown Gap. All of these

areas regularly experience damage from wildlife ranging from bird strikes to property damage.

The 193rd Special Operations Wing at Fort Indiantown Gap, has experienced woodchuck damage (burrowing, gnawing) to training areas, structures, and sensitive/critical equipment resulting in approximately $15,000 damage and there is increasing concern over the frequency of human contacts with woodchucks, feral domestic cats, and striped skunks on the facility and the potential threat to human health and safety that they represent. Red fox, white-tailed deer, ring-billed gulls, bank swallows, Canada geese, pigeons, various raptor species, and European starlings are also present on and around the station and represent potential range\runway\aircraft hazards, damage property, and pose other risks to human health and safety. In the past year approximately $300,000 in damage has been incurred due to bird strikes over the Bollen Range by fixed wing aircraft. Removal and harassment of these and other damaging species will immediately reduce the potential for damage to aircraft, structures, and equipment and will reduce contacts between these species and humans.

Wildlife population monitoring is another very important key component to a successful wildlife hazard reduction program. By conducting standardized surveys, airports\ranges can obtain valuable information regarding the various species using the airfield and develop a plan to reduce the risks they present. Information that can be obtained from surveys would include seasonal abundance, habitat preference, species' behavior, the number of different species present and possible attractants. Once analyzed, data from surveys can greatly improve the effectiveness of a current wildlife hazard reduction program and help set seasonal wildlife hazard management activities.

Planned Wildlife Damage Management Activities

The United State Department of Defense National Guard Bureau, Air Directorate agrees that it is responsible for compliance with the national Environmental Policy Act (NEPA), the Endangered Species Act (ESA), and other environmental compliance laws for the specific projects and actions it requests APHIS-WS to perform for it under this agreement.

Upon authorization, and working under the existing Categorical Exclusion Process Records and/or Environmental Assessment (NEPA compliance), APHIS WS biologists and/or technicians will obtain the necessary equipment and use legal tools and methods to remove and/or harass the previously listed species and any others that may constitute a threat or create damage to the lands controlled or utilized by PA ANG 193rd Special Operations Wing at Fort Indiantown Gap. WS biologists and\or technicians will also conduct monthly standardized surveys of the airspace at the Bollen Range and Muir Army Airfield in order to establish baseline population estimates of species that pose a risk to aircraft, as well as human health and safety on the airfield. The data collected from these surveys will be analyzed and used to determine seasonal population trends of these species and help determine the appropriate need for future management on a daily and seasonal level. At the end of each year, the results of these surveys will be provided to the cooperator in a written report discussing the observed risks to aviation and the

recommendations to reduce those risks. This information will also be used to update the BASH plan that is in place at Fort Indiantown Gap.

Regular and overtime hours may be worked as necessary to achieve the objectives of the program. Wildlife removal activities will be approved by and coordinated with the Pennsylvania Game Commission (PGC) and are fully provided for in the PGC Bureau of Law Enforcement Special Purpose (Depredation/Collecting) Permit and the U.S. Fish and Wildlife Service Depredation permit issued to the WS Pennsylvania State Director.

Effective Dates

Wildlife hazard reduction activities will commence as soon as funds become available and terminate on September 30, 2012. This work will be funded for Fiscal Years 2010, 2011, and 2012.

FINANCIAL PLAN FOR THE CONDUCT OF

OPERATIONAL WILDLIFE HAZARD REDUCTION ACTIVITIES AT THE PENNSYLVANIA AIR NATIONAL GUARD 193rd SPECIAL OPERATIONS WING (FORT INDIANTOWN GAP) UNDER AN INTERAGENCY AGREEMENT
Between
UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICE, WILDLIFE SERVICES

FY 2010

Personnel Costs (Salary and Benefits)	$19,384
Vehicle Usage	$4,400
Supplies/Equipment	$1,012
Uniform/Capitalization Costs	$1,200
Program Support Costs	$4,004
Total	$30,000

FY 2011

Personnel Costs (Salary and Benefits)	$19,384
Vehicle Usage	$4,400
Supplies/Equipment	$1,012
Uniform/Capitalization Costs	$1,200
Program Support Costs	$4,004
Total	$30,000

FY 2012

Personnel Costs (Salary and Benefits)	$19,384
Vehicle Usage	$4,400
Supplies/Equipment	$1,012
Uniform/Capitalization Costs	$1,200
Program Support Costs	$4,004
Total	$30,000

Grand Total for the 3 fiscal years..... $90,000

The distribution of the Budget from this Project Financial Plan may vary as necessary to accomplish the purpose of this Agreement but may not exceed the TOTAL COST per year as listed above and $90,000 over the 3-year period.

Financial Point of Contact

Cooperato (b)(6)

APHIS WS: Sandra Vinson, (717)-236-9451
Budget Analyst Phone

USDA APHIS WS, PA
PO Box 60827
Harrisburg, PA 17106-0827
(717) 236 – 9451 (office)
(717) 236 – 9454 (fax)

PENNSYLVANIA AIR NATIONAL GUARD 193rd SPECIAL OPERATIONS WING
AT HARRISBURG INTERNATIONAL AIRPORT
OPERATIONAL CONTROL
WORKSHEET

1. Installation Name: Pennsylvania ANG 193rd Special Operations Wing

2. Contact:

   Address: Pennsylvania ANG 193rd SOW
   81 Constellation Court
   Middletown, PA 17057

   Phone: 717.948.2557

3. Is the installation a flying unit?: Yes

4. Brief Description of hazard/damage concerns: Multiple species of wildlife have threatened and/or have damaged property, aircraft, and human health and safety on and around the base.

5. Project dates: October 1, 2009 - September 30, 2012

6. Wildlife Services Expenses:

   a. Salary/Benefits.....$52,161

   b. Vehicle usage.....$6,438

   c. Supplies/Equipment.....$3,390

   d. Program Support.....$10,011

   e. Uniform/Capitalization Costs.....$3,000

   f. Total:.....$75,000

7. Comments: USDA/WS was contacted by (b)(6) who is concerned with on and off-site hazards and their effect on base operations. WS conducted a partial set of standardized surveys for the PA ANG 193rd Special Operations Wing and (b)(6) requests that this effort continue as it vital to understanding the wildlife populations that could potentially impact flight operations at the base. Recent bird strikes at the site have also increased this need to fully understand wildlife utilizing the airfield in order for them to be properly managed. 10 wildlife strikes to aircraft occurred at Harrisburg International

Airport during FY 2009.

8. WS representative submitting this report: Jason Wood, District Supervisor

WORK PLAN FOR THE CONDUCT OF
OPERATIONAL WILDLIFE HAZARD REDUCTION ACTIVITIES
AT THE PENNSYLVANIA AIR NATIONAL GUARD 193rd SPECIAL OPERATIONS WING (HARRISBURG INTERNATIONAL AIRPORT)
UNDER AN INTERAGENCY AGREEMENT
Between
UNITED STATES DEPARTMENT OF AGRICULTURE,
ANIMAL AND PLANT HEALTH INSPECTION SERVICE,
WILDLIFE SERVICES

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c). WS 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 an 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 WS Program Final Environmental Impact Statement. 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 local population of the offending species be reduced.

Purpose

The direct control wildlife damage and hazard reduction program will provide immediate short-term protection of property, aircraft, and human health and safety. At the 193rd Special Operations Wing at Harrisburg International Airport, the potential for woodchuck damage (burrowing, gnawing) to runway surfaces, structures, and sensitive/critical equipment has been demonstrated and there is increasing concern over the frequency of human contacts with woodchucks, feral domestic cats, and striped skunks on the facility and the potential threat to human health and safety that they represent. Red fox, white-tailed deer, ring-billed gulls, bank swallows, Canada geese, pigeons, and European starlings are also present on and around the facility and represent potential runway hazards. Removal and harassment of these and other damaging species will immediately reduce the potential for damage to aircraft, structures, and equipment and will reduce contacts between these species and humans.

Wildlife population monitoring is another very important key component to a successful wildlife hazard reduction program. By conducting standardized surveys, airports can obtain valuable information regarding the various species using the airfield and develop a plan to reduce the risks they present. Information that can be obtained from surveys would include seasonal abundance, habitat preference, species' behavior, the number of different species present and possible attractants. Once analyzed, data from surveys can greatly improve the effectiveness of a current wildlife hazard reduction program and help set seasonal wildlife hazard management activities.

Planned Wildlife Damage Management Activities

The United State Department of Defense National Guard Bureau, Air Directorate agrees that it is responsible for compliance with the national Environmental Policy Act (NEPA), the Endangered Species Act (ESA), and other environmental compliance laws for the specific projects and actions it requests APHIS-WS to perform for it under this agreement.

Upon authorization, and working under the existing Categorical Exclusion Process Records and/or Environmental Assessment (NEPA compliance), APHIS WS biologists and/or technicians will obtain the necessary equipment and use legal tools and methods to remove and/or harass the previously listed species and any others that may constitute a threat or create damage to the PA ANG 193rd Special Operations Wing at Harrisburg International Airport. WS biologists and\or technicians will also conduct monthly standardized surveys in order to establish baseline population estimates of species that pose a risk to aircraft, as well as human health and safety on the airfield. The data collected from these surveys will be analyzed and used to determine seasonal population trends of these species and help determine the appropriate need for future management on a daily and seasonal level. At the end of each year, the results of these surveys will be provided to the cooperator in a written report discussing the observed risks to aviation and the recommendations to reduce those risks.

Regular and overtime hours may be worked as necessary to achieve the objectives of the program. Wildlife removal activities will be approved by and coordinated with the Pennsylvania Game Commission (PGC) and are fully provided for in the PGC Bureau of Law Enforcement Special Purpose (Depredation/Collecting) Permit and the U.S. Fish and Wildlife Service Depredation permit issued to the WS Pennsylvania State Director.

Effective Dates

Wildlife hazard reduction activities will commence as soon as funds become available and terminate on September 30, 2012. This work will be funded for Fiscal Years 2010, 2011, and 2012.

WORK PLAN FOR THE CONDUCT OF
OPERATIONAL WILDLIFE HAZARD REDUCTION ACTIVITIES
AT THE PENNSYLVANIA AIR NATIONAL GUARD 193rd SPECIAL OPERATIONS WING (HARRISBURG INTERNATIONAL AIRPORT)
UNDER AN INTERAGENCY AGREEMENT
Between
UNITED STATES DEPARTMENT OF AGRICULTURE,
ANIMAL AND PLANT HEALTH INSPECTION SERVICE,
WILDLIFE SERVICES

FY 2010

Personnel Costs (Salary and Benefits)	$17,387
Vehicle Usage	$2,146
Supplies/Equipment	$1,130
Uniform/Capitalization Costs	$1,000
Program Support Costs	$3,337
Total	**$25,000**

FY 2011

Personnel Costs (Salary and Benefits)	$17,387
Vehicle Usage	$ 2,146
Supplies/Equipment	$ 1,130
Uniform/Capitalization Costs	$ 1,000
Program Support Costs	$ 3,337
Total	**$25,000**

FY 2012

Personnel Costs (Salary and Benefits)	$17,387
Vehicle Usage	$ 2,146
Supplies/Equipment	$ 1,130
Uniform/Capitalization Costs	$ 1,000
Program Support Costs	$ 3,337
Total	**$25,000**

Grand Total for the 3 fiscal years..... $75,000

The distribution of the Budget from this Project Financial Plan may vary as necessary to accomplish the purpose of this Agreement but may not exceed the **TOTAL COST per year as listed above and $75,000 over the 3-year period.**

Financial Point of Contact

Cooperator: (b)(6)

APHIS WS: Sandra Vinson, (717)-236-9451
Budget Analyst Phone

USDA APHIS WS, PA
PO Box 60827
Harrisburg, PA 17106-0827
(717) 236 – 9451 (office)
(717) 236 – 9454 (fax)

WS-ER (2-08)

Agreement No.: 09 7242 9001 RA
Accounting Code: 973 7242 703

COOPERATIVE SERVICE AGREEMENT (CSA)
Between
ALLEGHENY COUNTY AIRPORT AUTHORITY
PITTSBURGH INTERNATIONAL AIRPORT (COOPERATOR)
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 $1,950.00 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. Altoona-Blair County Airport certifies that APHIS-WS has advised the Altoona-Blair County Airport that there may be private sector service providers available to provide wildlife management services that the Altoona-Blair County Airport 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 15, 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: 25-1843496

Pittsburgh International Airport
Allegheny County Airport Authority
Landside Terminal, 4th Floor Mezz.
Pittsburgh, PA 15231-0370

(b)(6)

10/1/08
Date

USDA-APHIS-Wildlife Services
PO Box 60827
Harrisburg, PA 17106-0827
(717) 236-9451

State Director

10/7/08
Date

WORK PLAN

Wildlife Species: Multiple species observed at the airport including, but not limited to: killdeer, doves, crows, hawks, deer, beaver, waterfowl, etc.

Description of Damage:

Threats to human health and safety; aviation safety; property.

Location: Pittsburgh International Airport, Allegheny County, PA

Services Provided:

APHIS-WS will provide 8 hours of Wildlife Hazard Management training to airport employees as required by CFR 139.303 (c) and (e). This 8 hour training must be completed every 12 months by airport personnel actively involved in implementing the Wildlife Hazard Management Plan.

The above WS activities are fully provided for in the PGC Bureau of Wildlife Protection (Depredation /Collecting) Permit and U.S. Fish and Wildlife Service Depredation Permit issued to the WS PA State Director. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of this program.

Work and Financial Plan prepared by: T. Elliott

FINANCIAL PLAN

Personnel Costs	$1,036
Vehicle Usage & Travel	$275
Travel	$249
Supplies & Equipment	$50
Uniform/Equipment Capitalization Cost	$80
Program Support	$260
TOTAL COST	$1,950

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $1,950.00.

Financial Point of Contact

Cooperator:	(b)(6)	
APHIS-WS:	Sandra Vinson Budget Analyst	717-236-9451 Phone

Work and Financial Plan prepared by: T. Elliott

WS-ER (2-08)

COOPERATIVE SERVICE AGREEMENT

Agreement No.: 09 7242 9009 RA
Accounting Code: 973-7242-703

Between
SUSQEHANNA AREA REGIONAL AIRPORT AUTHORITY (COOPERATOR)
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 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 **$1,562.00** 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 November 18, 2008 and shall continue in effect until the completion, termination of the project or funding are expired. 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: 23-2927440

Director of Aviation
Susquehanna Area Regional Airport Authority
One Terminal Drive, Suite 300
Middletown, PA 17057

(b)(6)

11.14.08
Date

USDA-APHIS-Wildlife Services
PO Box 60827
Harrisburg, PA 17106
(717) 236-9451

Harris Glass, State Director

11-17-08
Date

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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: Multiple Species

Description of Damage: Human health and safety concerns and property loss associated with wildlife-aircraft collisions.

Location: Harrisburg, Dauphin County, PA.

Services Provided: USDA Wildlife Services (WS) will provide one 8 hour training session to an unlimited number of Susquehanna Area Regional Airport Authority employees in response to the FAA's new training requirements under 14CFR Part 139.337(e)(7). Training topics will include wildlife identification, managing wildlife hazards on airfields, and the safe use of firearms and pyrotechnics as wildlife dispersal techniques. The firearms training will be taught by a certified firearms trainer.

FINANCIAL PLAN

Personnel Costs	$ 1,083.00
Vehicle Usage	$ 182.00
Supplies & Equipment	$ 25.00
Uniform/ Capitalization	$ 64.00
Program Support	$ 208.00
TOTAL	$1,562.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $1,562.00.

Financial Point of Contact

Cooperator: (b)(6)

<Name to call for billing questions> Phone

APHIS WS: Sandy Vinson (717) 236-9451
Budget Analyst Phone

WS-ER (2-08)

Agreement No.: 09 7242 9072 RA
Accounting Code: 973-7242-703

COOPERATIVE SERVICE AGREEMENT (CSA)
between
DUBOIS REGIONAL AIRPORT (DUJ)
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 DUJ agree:

1. APHIS-WS will provide the requested wildlife damage management services.
2. DUJ will provide the U.S. Department of Agriculture the sum of $ 4,999.00 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. DUJ 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. DUJ certifies that APHIS-WS has advised DUJ that there may be private sector service providers available to provide wildlife management services that the DUJ 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 1, 2009 and shall continue in effect until September 30, 2009 or 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: 25-1473462

(b)(6)

PO Box 299
Falls Creek, PA 15840

(b)(6)

Cooperator's Signature

1-23-09
Date

USDA-APHIS-Wildlife Services
PO Box 60827
Harrisburg, PA 17106-0827
(717) 236-9451

State Director

2-4-09
Date

WORK PLAN

Wildlife Species: Species included, but not limited to: (1) white-tailed deer; (2) red-tailed hawk; (3) killdeer; (4) woodchuck; (5) coyote; (6) Canada geese; (7) ring-billed gulls (8) fox.

Description of Damage:

Multiple wildlife species which are creating a threat to aircraft safety (human health and safety – aviation) and/or damaging airport property.

Location: Falls Creek, Jefferson County, PA

Services Provided:

Under this CSA APHIS WS will provide 8 hours of Wildlife Hazard Management training to DUJ employees as required by CFR 139.303 (c) and (e). This 8 hour training must be completed every 12 months by airport personnel actively involved in implementing the Wildlife Hazard Management Plan. APHIS WS will also be available to provide other training courses (i.e., firearms safety, pyrotechnics, etc) throughout the duration of the contract at the discretion of DUJ. Furthermore, APHIS WS will obtain necessary equipment for wildlife hazard management at DUJ and implement safe and legal methods to reduce wildlife hazards on DUJ property at the request of airport management.

The above APHIS WS activities are fully provided for by the Pennsylvania Game Commission, Bureau of Wildlife Protection, Special Use (Depredation/Collecting) Permit and the US Fish and Wildlife Service Depredation permit issued to the WS PA State Director. APHIS WS personnel will be available to provide technical assistance to DUJ in managing wildlife hazards and preventing other wildlife damage. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of this program.

Work and Financial Plan prepared by: T. Roland

FINANCIAL PLAN

Personnel Costs	$2,629
Vehicle Usage & Travel	$391
Supplies & Equipment	$943
Travel	$164
Uniform/Equipment Capitalization Cost	$206
Program Support	$666
TOTAL COST	$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 $4,999.00.

Financial Point of Contact

Cooperator:	(b)(6)	
APHIS-WS:	Sandra Vinson Budget Analyst	717-236-9451 Phone

Work and Financial Plan prepared by: T. Roland

WS-ER (2-08)

COOPERATIVE SERVICE AGREEMENT

Agreement No.: 09 7242 9110 RA
Accounting Code: 973-7242-703

Between
WILKES-BARRE/SCRANTON INTERNATIONAL AIRPORT
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 $1,929 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. Wilkes-Barre/Scranton International Airport certifies that APHIS WS has advised Wilkes-Barre/Scranton International Airport that there may be private sector service providers available to provide wildlife management services that the Wilkes-Barre/Scranton International Airport 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, termination of the project or funding is expired. 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: 23-1736989

(b)(6)
Wilkes-Barre/Scranton International Airport
100 Terminal Road
Avoca, PA 18641

(b)(6)

3/23/09
Date

USDA-APHIS-Wildlife Services
PO Box 60827
Harrisburg, PA 17106
(717) 236-9451

3-30-09
Harris Glass, State Director — Date

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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: Multiple Species

Description of Damage: Human health and safety concerns and property loss associated with wildlife-aircraft collisions.

Location: Wilkes-Barre/Scranton International Airport Luzerne & Lackawanna Counties, PA.

Services Provided: USDA Wildlife Services (WS) will provide one eight hour (train the trainer) training session to Wilkes-Barre/Scranton International Airport in accordance with the FAA's training requirements in 14CFR Part 139.337(e)(7). Training topics will include wildlife identification, managing wildlife hazards on airfields, and the safe use of firearms and pyrotechnics as wildlife dispersal techniques. WS will visit the airport one week prior to training to identify possible areas of improvement for habitat management and wildlife control techniques. The above activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

Work and Financial Plan prepared by: C. Furlo

FINANCIAL PLAN

Personnel Costs	$ 1,142.00
Travel & Vehicle Usage	$ 220.00
Lodging/per diem	$ 130.00
Supplies & Equipment	$ 100.00
Uniform/ Capitalization	$ 80.00
Program Support	$ 257.00
TOTAL	$ 1,929

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **$ 1,929.00**.

Financial Point of Contact

Cooperator: (b)(6)

APHIS WS: Sandy Vinson, Budget Analyst — (717) 236-9451, Phone

WS-ER (2-08)

Agreement No.: 09 7242 9123 RA
Accounting Code: 973 7242 703

COOPERATIVE SERVICE AGREEMENT (CSA)
between
VENANGO REGIONAL AIRPORT (COOPERATOR)
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 $1,910.00 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. Venango Regional Airport certifies that APHIS-WS has advised the Venango Regional Airport that there may be private sector service providers available to provide wildlife management services that the Venango Regional Airport 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 24, 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: 25-6001041

Venango Regional Airport
1560 Airport Road
Franklin, PA 16323

(b)(6)

4/29/09
Date

USDA-APHIS-Wildlife Services
PO Box 60827
Harrisburg, PA 17106-0827
(717) 236-9451

State Director

5-6-09
Date

WORK PLAN

Wildlife Species: Multiple species observed at the airport including, but not limited to: killdeer, crows, hawks, deer, beaver, waterfowl, etc.

Description of Damage:

Threats to human health and safety; aviation safety; property.

Location: Franklin, Venango County, PA

Services Provided:

APHIS-WS will provide 8 hours of Wildlife Hazard Management training to airport employees as required by CFR 139.303 (c) and (e). This 8 hour training must be completed every 12 months by airport personnel actively involved in implementing the Wildlife Hazard Management Plan. APHIS-WS will obtain necessary supplies and equipment for the wildlife hazard management training, but future equipment needs (i.e., pyrotechnics, traps, firearms, etc) are the responsibility of the airport.

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

Work and Financial Plan prepared by: C. Swope

FINANCIAL PLAN

Personnel Costs	$918
Vehicle Usage & Travel	$558
Supplies & Equipment	$100
Uniform/Equipment Capitalization Cost	$79
Program Support	$255
TOTAL COST	$1,910

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $1,910.00.

Financial Point of Contact

Cooperator:	(b)(6)	
APHIS-WS:	Sandra Vinson Budget Analyst	717-236-9451 Phone

Work and Financial Plan prepared by: C. Swope

WS-ER (2-08)

COOPERATIVE SERVICE AGREEMENT

Agreement No.: 09 7242 9134 RA
Accounting Code: 973 7242 703

Between
READING REGIONAL AIRPORT (RDG)
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 **$622.00** 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. **Reading Regional Airport** certifies that APHIS-WS has advised **Reading Regional Airport** that there may be private sector service providers available to provide wildlife management services that **Reading Regional Airport** 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 3, 2009 and shall continue in effect until the completion, termination of the project or funding is expired. 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: 23-6050410

(b)(6)

Reading Regional Airport
2501 Bernville Road
Reading, PA 19065

(b)(6)

5-26-09
Date

USDA-APHIS-Wildlife Services
PO Box 60827
Harrisburg, PA 17106
(717) 236-9451

6-8-09
Harris Glass, State Director — Date

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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: Multiple Species

Description of Damage: Human health and safety concerns and property loss associated with wildlife-aircraft collisions.

Location: Reading Regional Airport, Reading, Berks County, PA.

Services Provided: USDA Wildlife Services (WS) will provide one eight hour training session to Reading Regional Airport in accordance with the FAA's training requirements in 14CFR Part 139.337(e)(7). Training topics will include wildlife identification, managing wildlife hazards on airfields, and the safe use of firearms and pyrotechnics as wildlife dispersal techniques. The above activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

Work and Financial Plan prepared by: C. Furlo

FINANCIAL PLAN

Personnel Costs	$ 329.00
Travel & Vehicle Usage	$ 110.00
Supplies & Equipment	$ 75.00
Uniform/ Capitalization	$ 25.00
Program Support	$ 83.00
TOTAL	$ 622.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **$ 622.00**.

Financial Point of Contact

Cooperator: (b)(6)

APHIS WS: Sandy Vinson — Budget Analyst

(717) 236-9451 — Phone

WS-ER (2-08)

COOPERATIVE SERVICE AGREEMENT

Agreement No: 09 7242 9096 RA
Accounting Code: 973 7242 811

Between

SPRING HILL AIRPORT

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 **$2,784.00** 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. Spring Hill Airport certifies that APHIS WS has advised the Spring Hill Airport that there may be private sector service providers able to provide wildlife management services that the Spring Hill Airport 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 until September 30, 2009 or funding is expired. 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: **23-2828054**

(b)(6)
Seven Zero November, LLC & Lake Russell Properties, Inc.
P.O. Box 67
Sterling, PA 18463

(b)(6)

3-13-09
Date

USDA-APHIS-Wildlife Services
PO Box 60827
Harrisburg, PA 17106

(717) 236-9451

3-18-09
Harris Glass, State Director — Date

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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: Canada geese

Description of Damage: Threats to human health and safety, aircraft, and property. The primary concern is the risk of bird-aircraft collisions involving Canada geese.

Location: Spring Hill Airport, Sterling, Wayne County, PA

Services Provided: USDA Wildlife Services (WS) will be available on an on-call basis to conduct integrated Canada goose management for Spring Hill Airport. Methods used if requested may include nest\egg removal, harassment, or lethal removal to supplement harassment.

The above WS activities are fully provided for in the PGC Bureau of Wildlife Protection (Depredation /Collecting) Permit and U.S. Fish and Wildlife Service Depredation Permit issued to the WS PA State Director. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

FINANCIAL PLAN

Personnel Costs	$1,602.00
Travel & Vehicle Usage	$ 500.00
Supplies & Equipment	$ 196.00
Uniform/ Capitalization	$ 115.00
Program Support	$ 371.00
TOTAL	$2,784.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **$2,784.00.**

Financial Point of Contact

Cooperator: (b)(6)

APHIS WS: Sandy Vinson — Budget Analyst

(717) 236-9451 — Phone

WS-ER (2/08)

Agreement No.: 09 7242 4230 RA
Accounting Code: 973 7242 015

COOPERATIVE SERVICE AGREEMENT (CSA)
between
ALLEGHENY COUNTY AIRPORT AUTHORITY
PITTSBURGH INTERNATIONAL AIRPORT (PIT)
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 PIT mutually agree:

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

   PIT: (b)(6)
   Allegheny County Airport Authority
   Pittsburgh International Airport
   PO Box 12370
   Pittsburgh, PA 15231

   APHIS-WS: Harris Glass, State Director
   USDA APHIS WS
   PO Box 60827
   Harrisburg, PA 17106-0827

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 (WS) 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

PIT Agrees:

1. To authorize APHIS WS to provide technical assistance and direct control services to reduce hazards and attractants associated with mutually agreed upon wildlife species at the Pittsburgh International Airport. These activities are defined in the WORK PLAN. APHIS WS will be considered an invitee on lands controlled by PIT. PIT 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 CSA up to but not exceeding the amount specified in FINANCIAL PLAN. PIT will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt (one invoice will be sent in October and the final invoice in December, or earlier if requested by (b)(6). PIT 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 PIT authorized individual whose responsibility shall be the coordination and administration of PIT 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. To provide APHIS WS appropriate resources and support necessary to independently conduct APHIS WS activities on the AOA and adjacent property controlled by PIT.

6. APHIS WS shall be responsible for administration and supervision of the program.

7. All equipment purchased for the program is and will remain the property of APHIS WS.

8. To coordinate with APHIS WS before responding to all media requests.

9. To obtain the appropriate state and Federal permits for removal activities and list USDA, APHIS, Wildlife Services as subpermitees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at PIT as described in the WORK and FINANCIAL PLANS.

2. Designate to PIT the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this agreement.

3. To bill PIT 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 PIT shall have the right to inspect and audit such records.

4. To coordinate with PIT before responding to all media requests.

5. Travel expenditures, if necessary, shall occur according to Federal Travel Regulations (Chapter 301), and travel allowances for lodging (hotel receipts shall be retained) and per diem (food and toll receipts shall not be retained, and the standard daily rate will be charged) rates listed will be charged.

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

PIT certifies that APHIS WS has advised PIT that there may be private sector service providers available to provide wildlife management services that PIT 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.

PIT Taxpayer Identification Number (TIN) 25-1843496

PITTSBURGH INTERNATIONAL AIRPORT:

By: (b)(6)

3/10/2009
Date

Allegheny County Airport Authority
Pittsburgh International Airport
PO Box 12370
Pittsburgh, PA 15231

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

By: _____

3/18/09
Date

Charles Brown, Eastern Regional Director
USDA APHIS WS
920 Main Campus Drive
Suite 200
Raleigh, NC 27606

By: _____

3-13-09
Date

Harris Glass, State Director
USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106-0827

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

An ongoing, operational (direct control) Wildlife Hazard Management Program will provide the greatest practical level of protection of aircraft and human safety from the hazards associated with wildlife-aircraft collisions at PIT by reducing the presence and activity of wildlife on and immediately surrounding Airport property. The threat to aircraft and human safety exist through the presence of foxes, coyotes, woodchucks, white-tailed deer, starlings, vultures, hawks, blackbirds, crows and other migratory birds. Increasing national trends in the populations of these wildlife species have been documented and can be expected to continue. Continued operational efforts to reduce the presence and activity of these and other wildlife species are necessary to substantially reduce the potential for subsequent wildlife-aircraft collisions.

Planned USDA APHIS Wildlife Services Activities

APHIS WS biologists/technicians, who have been trained to provide airport safety assistance, will assist in the conduct of operational wildlife hazard management activities at the Airport throughout the year. APHIS WS personnel will assist PIT Operations/maintenance personnel with:

(a) conducting wildlife harassment/frightening patrols responding to reported or observed wildlife presence/activity, utilizing non-lethal techniques (including but not limited to pyrotechnics, recorded stress calls and/or other electronic noise harassment, chasing with vehicles) as well as lethal techniques (including but not limited to shooting and trapping/humane destruction) when appropriate and necessary to reinforce frightening/harassment techniques (removal of wildlife no longer responsive to harassment) or to immediately remove an imminent threat to aviation safety,

(b) providing oversight and assistance in the application of visual and audible deterrents and chemical repellents and in the implementation of habitat modification and exclusion measures,

(c) collecting and analyzing wildlife observation/strike data and assisting in the conduct of wildlife surveys,

(d) assist the Wildlife Coordinator with updated the WHMP, and

(e) serve as a qualified Airport Biologist consultant on projects as requested by PIT and mandated in the WHMP.

Wildlife control activities are fully provided for in the Pennsylvania Game Commission Bureau of Wildlife Protection Special Purpose (Depredation/Collecting) Permit and/or USF&WS Depredation Permit issued to the PA Wildlife Services State Director and/or PIT. APHIS WS personnel will use firearms aided with spotlights, night vision devices, forward looking infrared, and other specialized equipment to remove potentially hazardous wildlife from PIT as necessary and as directed by the Wildlife Coordinator, in conjunction with ongoing efforts by airport operations/maintenance personnel. Activities will be conducted day and night, with regular and overtime hours worked as necessary to accomplish the objectives of the program. Edible meat will be processed and donated to a charitable food distribution organization or as otherwise directed by Pennsylvania Game Commission Wildlife Conservation Officers whenever possible and reasonable.

Effective Dates

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

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$19,802
Vehicle Usage	$2,850
Supplies and Equipment	$2,329
Travel	$0
Uniform Capitalization Cost	$1,000
Program Support	$4,019
TOTAL	$30,000

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $30,000.00.

Financial Point of Contact

PIT: (b)(6)

APHIS-WS: Sandra Vinson
Budget Analyst
717-236-9451

Work and Financial Plans prepared by: C. Swope

WS-ER (2/08)

Agreement No.: 09 7242 8014 RA
Accounting Code: 973 7242 059

COOPERATIVE SERVICE AGREEMENT (CSA)
between
WASHINGTON COUNTY AIRPORT AUTHORITY
WASHINGTON COUNTY AIRPORT (AFJ)
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 AFJ mutually agree:

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

   AFJ: (b)(6)
   100 West Beau St., Suite 701
   Washington, PA 15301

   APHIS-WS: Harris Glass, State Director
   USDA APHIS WS
   PO Box 60827
   Harrisburg, PA 17106-0827

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 (b)(6) or his/her designee, the State Director (WS) 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

AFJ Agrees:

1. To authorize APHIS WS to provide technical assistance and direct control services to reduce damage associated with mutually agreed upon wildlife species at the Washington County Airport. These activities are defined in the WORK PLAN. APHIS WS will be considered an invitee on lands controlled by AFJ. AFJ 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 CSA up to but not exceeding the amount specified in FINANCIAL PLAN. AFJ will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. AFJ 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 AFJ authorized individual whose responsibility shall be the coordination and administration of AFJ 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. To provide APHIS WS appropriate resources and support necessary to independently conduct APHIS WS activities at the school.

6. APHIS WS shall be responsible for administration and supervision of the program.

7. All equipment purchased for the program is and will remain the property of APHIS WS.

8. To coordinate with APHIS WS before responding to all media requests.

9. To obtain the appropriate state and Federal permits for removal activities and list USDA, APHIS, Wildlife Services as subpermitees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at AFJ as described in the WORK and FINANCIAL PLANS.

2. Designate to AFJ the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this agreement.

3. To bill AFJ 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 AFJ shall have the right to inspect and audit such records.

4. To coordinate with AFJ before responding to all media requests.

5. Travel expenditures, if necessary, shall occur according to Federal Travel Regulations (Chapter 301), and travel allowances for lodging (hotel receipts shall be retained) and per diem (food and toll receipts shall not be retained, and the standard daily rate will be charged) rates listed will be charged.

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

AFJ certifies that APHIS WS has advised AFJ that there may be private sector service providers available to provide wildlife management services that AFJ 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.

AFJ Taxpayer Identification Number (TIN) 25-6001043

per minute # 850
dated 12-18-08

WASHINGTON COUNTY AIRPORT:

(b)(6)
Board of Commissioners

Date

(b)(6)
Board of Commissioners

Date

(b)(6)
Board of Commissioners

Date

(b)(6)

Date

ATTEST:

(b)(6)

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

By: _____ 1-12-09
Harris Glass, State Director
USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106-0827

Date

By: Delma S. Lisk for 1/16/09
Charles S. Brown
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

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

An ongoing, operational (direct control) Wildlife Hazard Management Program will provide the greatest practical level of protection of aircraft and human safety from the hazards associated with wildlife-aircraft collisions at AFJ by reducing the presence and activity of wildlife on and immediately surrounding Airport property. The threat to aircraft and human safety exist through the presence of white-tailed deer, foxes, coyotes, woodchucks, starlings, vultures, hawks, blackbirds, crows and other migratory birds. Increasing trends in the populations of these wildlife species have been documented and can be expected to continue. Continued operational efforts to reduce the presence and activity of these and other wildlife species are necessary to substantially reduce the potential for subsequent wildlife-aircraft collisions.

Planned USDA APHIS Wildlife Services Activities

APHIS WS biologists/technicians, who have been trained to provide airport safety assistance, will continue to assist in the conduct of operational wildlife hazard management activities at the Airport throughout the year. APHIS WS personnel will assist AFJ Operations/maintenance personnel with:

(a) conducting wildlife harassment/frightening patrols responding immediately to reported or observed wildlife presence/activity, utilizing non-lethal techniques (including but not limited to pyrotechnics, recorded distress calls and/or other electronic noise harassment, chasing with vehicles) as well as lethal techniques (including but not limited to shooting and trapping/humane destruction) when appropriate and necessary to reinforce frightening/harassment techniques (removal of wildlife no longer responsive to harassment) or to immediately remove an imminent threat to aviation safety,

(b) providing oversight and assistance in the application of visual and audible deterrents and chemical repellents and in the implementation of habitat modification and exclusion measures,

(c) collecting and analyzing wildlife observation/strike data and assisting in the conduct of wildlife surveys, and

(d) coordinating and assisting in the training of participating AFJ personnel with regard to bird and mammal identification, frightening/harassment techniques, equipment handling/safety procedures, and routine data collection.

Wildlife control activities are fully provided for in the Pennsylvania Game Commission Bureau of Wildlife Protection Special Purpose (Depredation/Collecting) Permit and/or USF&WS Depredation Permit issued to the PA Wildlife Services State Director and/or AFJ. APHIS WS personnel will use firearms aided with spotlights, night vision devices, forward looking infrared, and other specialized equipment to remove deer, and other potentially hazardous wildlife from AFJ as necessary and as directed by the Airport Director, in conjunction with ongoing efforts by airport operations/maintenance personnel. Activities will be conducted day and night, with regular and overtime hours worked as necessary to accomplish the objectives of the program. Edible meat will be processed and donated to a charitable food distribution organization or as otherwise directed by Pennsylvania Game Commission Wildlife Conservation Officers whenever possible and reasonable.

Effective Dates

The Cooperative Service Agreement shall commence on January 1, 2009 and shall expire on December 31, 2009.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$28,262
Vehicle Usage	$4,800
Supplies and Equipment	$3,976
Travel	$0
Uniform Capitalization Cost	$1000
Program Support	$5,982
TOTAL	$44,020

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $44,020.00.

Financial Point of Contact

AFJ: (b)(6)

APHIS-WS: Sandra Vinson 717-236-9451
Budget Analyst

Work and Financial Plans prepared by: T. Roland

WS-ER (2/08)

Agreement No.: 09 7242 8041 RA
Accounting Code: 973-7242-092

COOPERATIVE SERVICE AGREEMENT (CSA)
between
ARNOLD PALMER REGIONAL AIRPORT (LBE)
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 LBE mutually agree:

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

   LBE: (b)(6)
   Arnold Palmer Regional Airport
   148 Aviation Lane, suite 103
   Latrobe, PA 15650

   APHIS-WS: Harris Glass, State Director
   USDA APHIS WS
   PO Box 60827
   Harrisburg, PA 17106-0827

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 the Director of Safety and Security or his/her designee, the State Director (WS) or her designee, and/or those additional persons authorized and approved by the Director of Safety and Security 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

LBE Agrees:

1. To authorize APHIS WS to provide technical assistance and direct control services to reduce damage associated with mutually agreed upon wildlife species within LBE. These activities are defined in the WORK PLAN. APHIS WS will be considered an invitee on lands controlled by LBE. LBE 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 CSA up to but not exceeding the amount specified in FINANCIAL PLAN. LBE will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. LBE 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 LBE authorized individual whose responsibility shall be the coordination and administration of LBE 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. To provide APHIS WS appropriate resources and support necessary to independently conduct APHIS WS activities at LBE.

6. APHIS WS shall be responsible for administration and supervision of the program.

7. All equipment purchased for the program is and will remain the property of APHIS WS.

8. To coordinate with APHIS WS before responding to all media requests.

9. To obtain the appropriate state and Federal permits for removal activities and list USDA, APHIS, Wildlife Services as subpermitees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at LBE as described in the WORK and FINANCIAL PLANS.

2. Designate to LBE the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this agreement.

3. To bill LBE 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 LBE shall have the right to inspect and audit such records.

4. To coordinate with LBE before responding to all media requests.

5. Travel expenditures, if necessary, shall occur according to Federal Travel Regulations (Chapter 301), and travel allowances for lodging (hotel receipts shall be retained) and per diem (food and toll receipts shall not be retained, and the standard daily rate will be charged) rates listed will be charged.

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

LBE certifies that APHIS WS has advised LBE that there may be private sector service providers available to provide wildlife management services that LBE 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 LBE 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.

LBE Taxpayer Identification Number (TIN) 25-1239457

ARNOLD PALMER REGIONAL AIRPORT:

By (b)(6)

11-20-08
Date

Arnold Palmer Regional Airport
148 Aviation Lane, Suite 103
Latrobe, PA 15650

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

By: _____

12-8-08
Date

Harris Glass, State Director
USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106-0827

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

To conduct wildlife hazard management activities at LBE to reduce property damage and the risk to human health and safety (aviation) and to provide LBE employees FAA CFR part 139.337 training.

Planned USDA APHIS Wildlife Services Activities

APHIS WS biologist/technicians will conduct wildlife hazard management activities on property controlled by the LBE in accordance with the following terms and conditions:

1) APHIS WS will notify LBE prior to any operational activities being conducted.
2) APHIS WS biologist/technicians will conduct wildlife hazard management activities within the budget of the FINANCIAL PLAN (Attachment B) with the focus on woodchucks and avian hazards. Additional days of operational control my be added as needed if allocated funding per the FINANCIAL PLAN (Attachment B) allows or Attachment B is amended to fund additional days.
3) APHIS WS will make a reasonable effort to conduct operational control activities. In the event of adverse or unsafe circumstances created by individuals who are not directly responsible for carrying out the terms of this CSA, APHIS WS will request and require that LBE provide additional (law enforcement/security) support to allow APHIS WS to conduct activities in a safe and efficient manner. In the event that LBE cannot provide adequate assistance, this CSA will be terminated and the appropriate costs accumulated by APHIS WS will be reimbursed by LBE.
4) Wildlife will be managed by multiple methods including harassment, toxicant, trapping, and firearms to reduce the risk of wildlife threats to aircraft and passengers.
5) APHIS WS will provide one day of annually required FAA CFR part 139.337 training to employees of LBE.

Appropriate permits will be obtained by LBE and APHIS WS prior to shooting activities. The above APHIS WS activities are fully provided for by the Pennsylvania Game Commission, Bureau of Wildlife Protection, Special Use (Depredation/Collecting) Permit and the US Fish and Wildlife Service Depredation permit issued to the Director and/or the WS PA State Director. APHIS WS personnel will be available to provide technical assistance to LBE in preventing wildlife damage as requested. APHIS WS will assist LBE in completing the annual report required by the Pennsylvania Game Commission. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of this program.

Effective Dates

The Cooperative Service Agreement shall commence on December 1, 2008 and shall expire on September 30, 2009.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$7,291
Vehicle Usage	$493
Supplies and Equipment	$838
Travel	$0
Uniform Capitalization Cost	$431
Program Support	$1,392
TOTAL	$10,445

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $10,445.00.

Financial Point of Contact

LBE:	(b)(6)	
APHIS-WS:	Sandra Vinson Budget Analyst	717-236-9451

Work and Financial Plans prepared by: T. Roland

WS-ER (2/08)

Agreement No.: 09 7242 8042 RA
Accounting Code: 973-7242-093

COOPERATIVE SERVICE AGREEMENT (CSA)
between
WESTMORELAND COUNTY AIRPORT AUTHORITY
ROSTRAVER REGIONAL AIRPORT (FWQ)
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 FWQ mutually agree:

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

   FWQ: (b)(6)
   Arnold Palmer Regional Airport
   148 Aviation Lane, suite 103
   Latrobe, PA 15650

   APHIS-WS: Harris Glass, State Director
   USDA APHIS WS
   PO Box 60827
   Harrisburg, PA 17106-0827

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 the Director of Safety and Security or his/her designee, the State Director (WS) or her designee, and/or those additional persons authorized and approved by the Director of Safety and Security 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

FWQ Agrees:

1. To authorize APHIS WS to provide technical assistance and direct control services to reduce damage associated with mutually agreed upon wildlife species within FWQ. These activities are defined in the WORK PLAN. APHIS WS will be considered an invitee on lands controlled by FWQ. FWQ 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 CSA up to but not exceeding the amount specified in FINANCIAL PLAN. FWQ will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. FWQ 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 FWQ authorized individual whose responsibility shall be the coordination and administration of FWQ 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. To provide APHIS WS appropriate resources and support necessary to independently conduct APHIS WS activities at FWQ.

6. APHIS WS shall be responsible for administration and supervision of the program.

7. All equipment purchased for the program is and will remain the property of APHIS WS.

8. To coordinate with APHIS WS before responding to all media requests.

9. To obtain the appropriate state and Federal permits for removal activities and list USDA, APHIS, Wildlife Services as subpermitees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at FWQ as described in the WORK and FINANCIAL PLANS.

2. Designate to FWQ the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this agreement.

3. To bill FWQ 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 FWQ shall have the right to inspect and audit such records.

4. To coordinate with FWQ before responding to all media requests.

5. Travel expenditures, if necessary, shall occur according to Federal Travel Regulations (Chapter 301), and travel allowances for lodging (hotel receipts shall be retained) and per diem (food and toll receipts shall not be retained, and the standard daily rate will be charged) rates listed will be charged.

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

FWQ certifies that APHIS WS has advised FWQ that there may be private sector service providers available to provide wildlife management services that FWQ 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 FWQ 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.

FWQ Taxpayer Identification Number (TIN) 25-1239457

ROSTRAVER REGIONAL AIRPORT:

By (b)(6) 12-12-08
Date

Arnold Palmer Regional Airport
148 Aviation Lane, Suite 103
Latrobe, PA 15650

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

By: 12-29-08
Date

Harris Glass, State Director
USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106-0827

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

To conduct wildlife hazard management activities at FWQ to reduce property damage and the risk to human health and safety (aviation).

Planned USDA APHIS Wildlife Services Activities

APHIS WS biologist/technicians will conduct wildlife hazard management activities on property controlled by the FWQ in accordance with the following terms and conditions:

1) APHIS WS will notify FWQ prior to any operational activities being conducted.
2) APHIS WS biologist/technicians will conduct wildlife hazard management activities within the budget of the FINANCIAL PLAN (Attachment B) with the focus on deer, woodchucks and predator hazards. Additional days of operational control my be added as needed if allocated funding per the FINANCIAL PLAN (Attachment B) allows or Attachment B is amended to fund additional days.
3) APHIS WS will make a reasonable effort to conduct operational control activities. In the event of adverse or unsafe circumstances created by individuals who are not directly responsible for carrying out the terms of this CSA, APHIS WS will request and require that FWQ provide additional (law enforcement/security) support to allow APHIS WS to conduct activities in a safe and efficient manner. In the event that FWQ cannot provide adequate assistance, this CSA will be terminated and the appropriate costs accumulated by APHIS WS will be reimbursed by FWQ.
4) Wildlife will be managed by multiple methods including harassment, toxicant, trapping, and firearms to reduce the risk of wildlife threats to aircraft and passengers.

Appropriate permits will be obtained by FWQ and APHIS WS prior to shooting activities. The above APHIS WS activities are fully provided for by the Pennsylvania Game Commission, Bureau of Wildlife Protection, Special Use (Depredation/Collecting) Permit and the US Fish and Wildlife Service Depredation permit issued to the Director and/or the WS PA State Director. APHIS WS personnel will be available to provide technical assistance to FWQ in preventing wildlife damage as requested. APHIS WS will assist FWQ in completing the annual report required by the Pennsylvania Game Commission. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of this program.

Effective Dates

The Cooperative Service Agreement shall commence on January 1, 2009 and shall expire on December 31, 2009.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$2,929
Vehicle Usage	$600
Supplies and Equipment	$1,409
Travel	$0
Uniform Capitalization Cost	$247
Program Support	$797
TOTAL	$5,982

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $5,982.00.

Financial Point of Contact

FWQ:	(b)(6)	
APHIS-WS:	Sandra Vinson Budget Analyst	717-236-9451

Work and Financial Plans prepared by: T. Roland

WS-ER (2/08)

Agreement No.: 09-7242-4534-RA
Accounting Code: 973-7242-094

COOPERATIVE SERVICE AGREEMENT (CSA)
between
ERIE INTERNATIONAL AIRPORT (ERI)
TOM RIDGE FIELD
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 facilitate USDA APHIS WS in providing Erie International Airport with a two phase wildlife hazard management program. Phase I is the Wildlife Hazard Assessment (WHA) and implementation of wildlife control measures as per Federal Aviation Regulations Part 139.337. 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 at the airport.

Phase II of the program is to write a Wildlife Hazard Management Plan (WHMP) and continues training ERI personnel to implement wildlife control measures as per Federal Aviation Regulations Part 139.337. 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 facts 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 at the airport.

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 ERI mutually agree:

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

ERI: (b)(6)
Erie International Airport
Tom Ridge Field
4411 West 12th Street
Erie, PA 16505-0393

APHIS WS: Harris Glass, State Director
USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106-0827

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 the Executive Director or his/her designee, the State Director (WS) or her designee, and/or those additional persons authorized and approved by Executive Director 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

ERI 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 mutually agreed upon wildlife species at the Erie International Airport. These activities are defined in the WORK PLAN. APHIS WS will be considered an invitee on lands controlled by ERI. ERI 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 CSA up to but not exceeding the amount specified in FINANCIAL PLAN. ERI will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. ERI 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 ERI authorized individual whose responsibility shall be the coordination and administration of ERI 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. To provide APHIS WS appropriate resources and support necessary to independently conduct APHIS WS activities at the airport.

6. APHIS WS shall be responsible for administration and supervision of the program.

7. All equipment purchased for the program is and will remain the property of APHIS WS.

8. To coordinate with APHIS WS before responding to all media requests.

9. To obtain the appropriate state and Federal permits for removal activities and list USDA, APHIS, Wildlife Services as subpermitees.

10. To provide an adequate work area to conduct office duties and sufficient storage of supplies related to airport wildlife hazard abatement activities.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at ERI as described in the WORK and FINANCIAL PLANS.

2. Designate to ERI the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this agreement.

3. To bill ERI 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 ERI shall have the right to inspect and audit such records.

4. To coordinate with ERI before responding to all media requests.

5. Travel expenditures, if necessary, shall occur according to Federal Travel Regulations (Chapter 301), and travel allowances for lodging (hotel receipts shall be retained) and per diem (food and toll receipts shall not be retained, and the standard daily rate will be charged) rates listed will be charged.

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

ERI certifies that APHIS WS has advised ERI that there may be private sector service providers available to provide wildlife management services that ERI 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.

ERI Taxpayer Identification Number (TIN) 25 600 4040

ERIE INTERNATIONAL AIRPORT:

By: (b)(6)

Nov 24, 2008
Date

Erie International Airport
Tom Ridge Field
4411 West 12th Street
Erie, PA 16505
(814) 833-4258

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

By: _____

1-7-09
Date

Harris Glass, State Director
USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106-0827

By: _____

1/21/09
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 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 requirements, Erie International Airport (ERI) must conduct and has requested assistance with a Wildlife Hazard Assessment (WHA), Wildlife Hazard Management Plan (WHMP), implementing wildlife control measures, in addition to training of airport personnel to manage wildlife to alleviate threats 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.

WS will be working from a Cooperative Service Agreement, to conduct an update of the ERI WHA, WHMP, and training of ERI personnel from ~~November~~ Feb 2008 to ~~February~~ Apr 2011.

The purpose of the WHA is to develop a detailed evaluation of wildlife hazard conditions at the airport. The WHA is conducted by means of systematic data collection through on-site observations and surveys, and data analysis. The WHA will be the basis for developing the WHMP (if needed).

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 facts 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 at 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 hazards 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.

ERI has requested that WS conduct training on how to identify and alleviate wildlife damage related to threats and damage to aviation, and property damage to aircraft, equipment, tools, and supplies in warehouses and hangars. This training will be consistent with the techniques included in the WHMP (if needed). The training will be conducted by WS personnel knowledgeable with the various management methods outlined in the WHMP.

B. OBJECTIVES

Phase I: Wildlife Hazard Assessment

Wildlife Services (WS) will conduct a 12-month WHA of ERI and lands surrounding the airport with a wildlife damage biologist/technician knowledgeable of the WHA procedure. The data collected during the assessment will provide new information on wildlife hazards. This Cooperative Service Agreement between the ERI and 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 WS, of ERI that documents the biology and ecological relationships of wildlife populations present on or around the lands surrounding 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 or near the airport that may attract wildlife will be compiled. Detailed observations and descriptions of wildlife hazards to aircraft operations will be noted.
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 ERI. The report will be written such that it can be incorporated into the WHMP.
3) Implement wildlife control measures to reduce specific bird and mammal threats to aviation safety and coordinate effective solutions (Species of concern include white-tailed deer, coyotes, red fox, raptors, vultures, waterfowl, gulls, starlings and blackbirds).
4) The WS wildlife damage biologist/technician would present specific information relating to wildlife hazards at ERI.
5) Provide technical assistance, wildlife 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 at the facility mentioned in this agreement.

Phase II: Wildlife Hazard Management Plan

Depending upon the outcome of the WHA a WHMP may be needed. If determined that a WHMP is needed Wildlife Services (WS) will conduct activities related to the WHMP and implement wildlife management activities provided in the pending ERI WHA. Activities will include training, wildlife control, habitat management, and wildlife monitoring over a 12-month period. The objectives of this phase would be to:

1) WS will 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 (Species of concern include white-tailed deer, coyotes, red fox, raptors, vultures, waterfowl, gulls, starlings and blackbirds).
2) Provide technical assistance, wildlife 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 ERI that document the biology and ecological relationships of wildlife populations present on or around the lands surrounding ERI. 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 near ERI that may attract wildlife will be compiled. Detailed observations and descriptions of wildlife hazards to aircraft operations will be noted.
4) Assist in the development a Wildlife Hazard Working Group at ERI. The WS wildlife damage biologist/technician would present specific information relating to wildlife hazards at ERI.
5) Assist ERI with implementation of the airport's master plan, specifically relating to wildlife and habitat management issues.

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. WS would 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. 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 two months of the second year of this Cooperative Service Agreement.

Birds

A systematic random sample experimental design will be used to sample birds at observation sites spaced equidistant about 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.

Mammals

Counts of mammalian species will be conducted monthly to obtain an index of mammal abundance on and around the property. Spotlight counts will be conducted two nights per month. Technical assistance will be provided on managing mammals if a wildlife hazard is perceived. Wildlife control measures will be recommended if warranted, and implemented by WS.

If WS determines that mammal species constitute a wildlife hazard, WS will assist ERI in developing management programs specific to the hazard species. These programs would incorporate any existing program (i.e., hunting or other) designed to manage the population on airport property. If appropriate, activities will be performed by WS in cooperation with Pennsylvania Game Commission personnel to collect wildlife demographic information. For example, if white-tailed deer were managed at ERI, WS would assist by collecting data to measure parasite loads, kidney fat indices, and weight by age class and sex of white-tailed deer that were removed. Data of this type will be used to develop objectives and technical advice for future management programs.

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. Data collected will be used similarly as discussed in the previous paragraph.

Habitat Assessment

The WS biologist/technician will examine land features (e.g., brushy areas, natural water areas, manmade water impoundments, perch trees, etc.) on and around ERI to ascertain if they constitute or contribute to wildlife hazard conditions. The WS biologist/technician 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 of ERI, WS will continue wildlife and habitat monitoring during the WHMP. This monitoring effort will be use the same methodology as specified in Phase I but occur in a reduced capacity as compared to the formal WHA, but in a way as to provide data, which can be compared to or incorporated into the WHA database.

WILDLIFE CONTROL MEASURES

Wildlife control measures will be used to protect human health and safety and property by using an integrated wildlife damage management approach which relies on using any and all practical methods to alleviate wildlife damage while minimizing environmental impacts. The following are examples of measures that will be used on identified species upon approval by airport director. Other methods may be necessary depending on the species observed at the site or the effectiveness of techniques listed below.

The following description of species and there methods will be illustrated and trained to airport personnel by WS biologist/technician on how to manage them for air carrier safety.

Waterfowl
Waterfowl will be removed from the airport to protect aircraft operations. Waterfowl may be harassed with pyrotechnics/propane cannons, and also shot to reinforce harassment.

Rock Doves (pigeons), English Sparrows, European Starlings
Pigeons, English sparrows, and European starlings will be removed from airport structures and buildings as necessary by trapping with bird traps, shooting with air rifles, or applying registered toxicants and repellents.

Deer
Deer will be removed from the airport to protect aircraft operations. Deer will be removed from the AOA using sharpshooting.

Medium-sized Mammals, Including Coyotes and Fox
Over abundant populations of all medium-sized mammals in the AOA will be removed to protect human safety and aircraft operations. They will be removed by trapping, sharpshooting, and harassment.

Rabbits
Rabbits will be removed by shooting and trapping if hawks and other predators are determined to be attracted to ERI because of their abundance. Habitat alteration will be recommended to the airport where practical to eliminate rabbit habitat.

Turkeys
Turkeys will be removed by shooting. Turkeys may be harassed with pyrotechnics/propane cannons, and also shot to reinforce harassment.

Raptors
Raptors will be removed from the airport to protect aircraft operations. Raptors may be harassed with pyrotechnics/propane cannons, shot to reinforce harassment, or trapped using various techniques.

Wading Birds
Wading Birds will be removed from the airport to protect aircraft operations. Wading Birds may be harassed with pyrotechnics/propane cannons, and also shot to reinforce harassment.

Other Species

Other nuisance species (including, but not limited to, feral dogs, feral cats, skunks, and bats) will be removed or relocated from buildings or structures as needed. Coordination with building/structure superintendent may be required to reduce attractiveness of site or exclude damage causing species.

SAFETY

WS will conduct operations in accordance with ERI safety, security, and environmental regulations and procedures. All other safety requirements of WS, the FAA, and ERI will be met by WS when required.

OTHER ACTIVITIES

Technical assistance to alleviate wildlife damage will be provided to the airport as necessary or as requested. Wildlife control measures will be prioritized by the biologist/technician, with aviation safety given the highest priority. Other wildlife control measures will be implemented as resources and time allow. Wildlife control measures may include population reduction, exclusion, harassment, repellents, and habitat alteration.
WS will work with adjacent landowners to reduce the local threat of wildlife species when it benefits ERI.

TRAINING

WS will provide training to airport personnel about identifying wildlife, managing wildlife at airfields, identifying wildlife habitat, and how to collect and report wildlife strikes. Training will consist of structured classes, airfield tours, or impromptu instructional session if wildlife threats are observed.

D. RESULTS AND BENEFITS EXPECTED

ERI will receive far-reaching benefits from the presence of a WS biologist/technician. Expected benefits include:

1) Alleviation of problems caused by wildlife due to the presence of a reliable wildlife damage biologist/technician.
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) Seasonal and behavioral activity of wildlife.
7) Habitat locations that attract wildlife in relation to the airport for a period of two years.

A WS biologist/technician with expertise in wildlife management at ERI will allow for identification of alternative to resolve wildlife conflicts and prompt implementation of methods to alleviate wildlife hazards. The WS will also provide educational programs to train airport personnel in alleviating wildlife hazards, recommendations to reduce wildlife attractants on expansion projects, and contact with appropriate state and federal agencies for permits related to the management of wildlife conflicts.

E. RESOURCES REQUIRED

A WS wildlife damage biologist/technician will conduct the activities described in this agreement. An additional WS personal will assist with spotlight counts and some wildlife control measures. Approximately 2.4 staff-years will be required to complete the activities described in this agreement.

ERI will appoint an individual as a point of contact. ERI will provide logistical support (e.g., access to areas, training when applicable, etc.). The WS biologist/technician will complete all necessary training and coordinate with appropriate personnel to maintain training requirements during the period of work.

F. PROCUREMENT AND OFFICE SPACE

Purchase of supplies and miscellaneous needs including salaries will be made by WS as outlined under the financial plan. Additionally all expenditures will be processed through WS's administrative system as described in the financial plan.

ERI will provide office space, phone service, and access to copiers, and fax machines for the WS biologist/technician. WS will provide a vehicle, necessary office supplies, and necessary field supplies such as binoculars, spotting scope, range finder, traps, ammunition, air to ground radio, and rotating beacon.

G. STIPULATIONS AND RESTRICTIONS

WS activities under this cooperative service 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 be corresponded 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 USDA APHIS WS. This work plan may be amended at any time by mutual agreement of the parties in writing. Also, this work plan 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. The length of notice for unilateral termination may be longer or shorter if necessary. In the event ERI does not, for any reason, deposit necessary funds, USDA APHIS WS is relieved of the obligation to continue operations under this work plan.

H. REPORTS

WS will be responsible for the preparation of all required reports to document work activities (i.e., individual site reports, scientific study, etc.) and periodic progress reports to be shared with ERI. Copies of reports will be provided to appropriate personnel at ERI. WS will also be responsible for completing reports associated with the United States Fish and Wildlife Service (USFWS) and Pennsylvania Game Commission (PGC) yearly renewable depredation permits. WS will also aid ERI in obtaining any necessary permits that may be required to conduct wildlife management activities.

I. PERSONNEL REQUIREMENTS

The writing of the WHA, WHMP will be conducted and overseen by a wildlife damage biologist who meets the qualifications as outlined in FAA AC 150/5200-36. All USDA 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 USDA APHIS WS personnel will have to complete all back ground checks required by the airport and TSA.

<u>Effective Dates</u>

The Cooperative Service Agreement shall commence on February 1, 2009 and shall expire on April 30, 2011.

ATTACHMENT B
FINANCIAL PLAN

	Year 1 (Phase I)	Year 2 (Phase I & II)
Personnel Costs	$70,055	$73,255
Vehicle Usage	$6,500	$6,500
Supplies	$5,750	$3,150
Travel (Lodging and Per Diem)	$2,400	$2,000
Uniform/Equipment Capitalization Cost	$1,000	$1,000
Program Support	$13,675	$13,710
GRAND TOTALS	**$99,380**	**$99,615**

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

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $99,380.00 for the first year and $99,615.00 for the second year.

ERI will only be billed for the costs related to activities performed under this agreement up to but not exceeding the total amount.

Any property used for the completion of services described in the work plan will be charged usage fees.

Financial Point of Contact

ERI: (b)(6)

APHIS WS: Sandra Vinson 717-236-9451
Budget Analyst

Work and Financial Plans prepared by: C. Swope

WS-ER (2/08)

Agreement No.: 09-7242-4521-RA
Accounting Code: 973-7242-090

COOPERATIVE SERVICE AGREEMENT
between
THE PENNSYLVANIA STATE UNIVERSITY
UNIVERSITY PARK AIRPORT (UNV)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to facilitate USDA/APHIS/WS in providing the Cooperator with the requested service of conducting a two phase program, the 1st phase being a Wildlife Hazard Assessment (WHA) and implementation of wildlife control measures as per Federal Aviation Regulations Part 139.337. A 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 at the airport.

The 2nd phase of the program is to write a Wildlife Hazard Management Plan (WHMP) and continues training Cooperator personnel to implement wildlife control measures as per Federal Aviation Regulations Part 139.337. 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 facts 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 at the airport.

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 UNIVERSITY PARK AIRPORT (UNV) mutually agree:

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

UNV: (b)(6)
University Park Airport
The Pennsylvania State University
2535 Fox Hill Road
State College, PA 16803-1799

APHIS-WS: Harris Glass
State Director
USDA, APHIS, WS/PA
P.O. Box 60827
Harrisburg, PA 17106-0827

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 Airport Director or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the Airport Director, 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

UNV agrees:

1. To authorize APHIS-WS to conduct direct control activities to reduce human health and safety risks and property damage associated with wildlife at UNV. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by UNV. UNV 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). UNV 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 UNV 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. To coordinate with APHIS WS before responding to all media requests.

7. To obtain the appropriate permits for removal activities for wildlife and list USDA, APHIS, Wildlife Services as subpermitees.

8. To provide an adequate work area to conduct office duties and sufficient storage for supplies related to airport wildlife hazard reduction activities.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at UNV as described in the Work and Financial Plans.

2. Designate to UNV the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill UNV 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 services provided under this Agreement and UNV shall have the right to inspect and audit such records.

4. To coordinate with UNV 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

UNV certifies that APHIS WS has advised the UNV that there may be private sector service providers available to provide wildlife management services that the UNV 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.

University Park Airport Taxpayer Identification Number (TIN) 24-6000376

U

B (b)(6) Date 10/2/08

University Park Airport
The Pennsylvania State University
2535 Fox Hill Road
State College, PA 16803-1799

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

BY: _____ 10/6/08
Date

Harris Glass
State Director
USDA, APHIS, WS
PO Box 60827
Harrisburg, PA 17106-0827

BY: _____ 10/10/08
Date

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

ATTACHMENT A
WORK PLAN FOR THE CONDUCT OF A WILDLIFE DAMAGE MANAGEMENT PROGRAM UNDER THE COOPERATIVE SERVICE AGREEMENT
Between
THE PENNSYLVANIA STATE UNIVERSITY
UNIVERSITY PARK AIRPORT (UNV)
And
USDA APHIS WILDLIFE SERVICES (WS)

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.

A. Need for Assistance

In accordance with Federal Aviation Administration requirements, University Park Airport (UNV) must conduct and has requested assistance with a Wildlife Hazard Assessment (WHA), Wildlife Hazard Management Plan (WHMP), implementing wildlife control measures, in addition to training of airport personnel to manage wildlife to alleviate threats 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.

From September 2008 to January 2011, WS was requested to conduct a WHA, WHMP, and training for UNV.

The purpose of the WHA is to develop a detailed evaluation of wildlife hazard conditions at the airport. The WHA is conducted by means of systematic data collection through on-site observations and 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 facts 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 at 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 hazards 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.

UNV has requested that WS conduct training on how to identify and alleviate wildlife damage as it related to threats and damage to aviation, and property damage to aircraft, equipment, tools, and supplies in warehouses and hangars. This training will be consistent with the techniques included in the WHMP. The training will be conducted by WS personnel knowledgeable with the various management methods outlined in the WHMP.

B. Objectives

Phase 1: Wildlife Hazard Assessment

Wildlife Services (WS) will conduct a 12-month WHA of UNV and lands surrounding the airport with a wildlife damage biologist/technician knowledgeable of the WHA procedure. The data collected during the assessment will provide new information on wildlife hazards. This Cooperative Service Agreement between the UNV and 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 WS, of UNV that documents the biology and ecological relationships of wildlife populations present on or around the lands surrounding 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 or near the airport that may attract wildlife will be compiled. Detailed observations and descriptions of wildlife hazards to aircraft operations will be noted.

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 UNV. The report will be written such that it can be incorporated into the WHMP.

3. Implement wildlife control measures to reduce specific bird and mammal threats to aviation safety and coordinate effective solutions (Species of concern include white-tailed deer, coyotes, red fox, raptors, vultures, waterfowl, gulls, starlings and blackbirds).

4. The WS wildlife damage biologist/technician would present specific information relating to wildlife hazards at UNV.

5. Provide technical assistance, wildlife 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 at the facility mentioned in this agreement.

Phase 2: Wildlife Hazard Management Plan
Depending upon the outcome of the WHA a WHMP may be needed. If determined that a WHMP is needed Wildlife Services (WS) will conduct activities related to the WHMP and implement wildlife management activities provided in the pending UNV WHA. Activities will include training, wildlife control, habitat management, and wildlife monitoring over a 12-month period.

The objectives of this phase would be to:

1. WS will 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 (Species of concern include white-tailed deer, coyotes, red fox, raptors, vultures, waterfowl, gulls, starlings and blackbirds).

2. Provide technical assistance, wildlife 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 UNV that document the biology and ecological relationships of wildlife populations present on or around the lands surrounding UNV. 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 near UNV that may attract wildlife will be compiled. Detailed observations and descriptions of wildlife hazards to aircraft operations will be noted.

4. Assist in the development a Wildlife Hazard Working Group at UNV. The WS wildlife damage biologist/technician would present specific information relating to wildlife hazards at UNV.

5. Assist UNV with implementation of the airport's master plan, specifically relating to wildlife and habitat management issues.

C. Approach

WILDLIFE HAZARD ASSESSMENT (Phase 1)

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. WS would 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. 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 1st two months of the second year of this Cooperative Service Agreement.

Birds

A systematic random sample experimental design will be used to sample birds at observation sites spaced equidistant about 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.

Mammals

Counts of mammalian species will be conducted monthly to obtain an index of mammal abundance on and around the base. Spotlight counts will be conducted two nights per month. Technical assistance will be provided on managing mammals if a wildlife hazard is perceived. Wildlife control measures will be recommended if warranted, and implemented by WS.

If WS determines that mammal species constitute a wildlife hazard, WS will assist UNV in developing management programs specific to the hazard species. These programs would incorporate any existing program (i.e., hunting or other) designed to manage the population on airport property. If appropriate, activities will be performed by WS in cooperation with Pennsylvania Game Commission personnel to collect wildlife demographic information. For example, if white-tailed deer were managed at UNV, WS would assist by collecting data to measure parasite loads, kidney fat indices, and weight by age class and sex of white-tailed deer that were removed. Data of this type will be used to develop objectives and technical advice for future management programs.

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. Data collected will be used similarly as discussed in the previous paragraph.

Habitat Assessment

The WS biologist/technician will examine land features (e.g., brushy areas, natural water areas, man-made water impoundments, perch trees, etc.) on and around UNV to ascertain if they constitute or contribute to wildlife hazard conditions. The WS biologist/technician 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.).

WILDLIFE HAZARD MANAGEMENT PLAN (Phase 2)

In an effort to identify new wildlife-related hazards and monitor existing hazards identified during the WHA of UNV, WS will continue wildlife and habitat monitoring during the WHMP. This

monitoring effort will be use the same methodology as specified in Phase 1 but occur in a reduced capacity as compared to the formal WHA, but in a way as to provide data, which can be compared to or incorporated into the WHA database.

WILDLIFE CONTROL MEASURES

Wildlife control measures will be used to protect human health and safety and property by using an integrated wildlife damage management approach which relies on using any and all practical methods to alleviate wildlife damage while minimizing environmental impacts. The following are examples of measures that will be used on identified species upon approval by airport director. Other methods may be necessary depending on the species observed at the site or the effectiveness of techniques listed below.

The following description of species and there methods will be illustrated and trained to airport personnel by WS biologist/technician on how to manage them for air carrier safety.

Waterfowl

Waterfowl will be removed from the airport to protect aircraft operations. Waterfowl may be harassed with pyrotechnics/propane cannons, and also shot to reinforce harassment.

Rock Doves (pigeons), English Sparrows, European Starlings

Pigeons, English sparrows, and European starlings will be removed from airport structures and buildings as necessary by trapping with bird traps, shooting with air rifles, or applying registered toxicants and repellents.

Deer

Deer will be removed from the airport to protect aircraft operations. Deer will be removed from the AOA using sharpshooting.

Medium-sized Mammals, Including Coyotes and Fox

Over abundant populations of all medium-sized mammals in the AOA will be removed to protect human safety and aircraft operations. They will be removed by trapping, sharpshooting, and harassment.

Rabbits

Rabbits will be removed by shooting and trapping if hawks and other predators are determined to be attracted to UNV because of their abundance. Habitat alteration will be recommended to the airport where practical to eliminate rabbit habitat.

Turkeys

Turkeys will be removed by shooting. Turkeys may be harassed with pyrotechnics/propane cannons, and also shot to reinforce harassment.

Raptors
Raptors will be removed from the airport to protect aircraft operations. Raptors may be harassed with pyrotechnics/propane cannons, shot to reinforce harassment, or trapped using various techniques.

Wading Birds
Wading Birds will be removed from the airport to protect aircraft operations. Wading Birds may be harassed with pyrotechnics/propane cannons, and also shot to reinforce harassment.

Other Species

Other nuisance species (including, but not limited to, feral dogs, feral cats, skunks, and bats) will be removed or relocated from buildings or structures as needed. Coordination with building/structure superintendent may be required to reduce attractiveness of site or exclude damage causing species.

SAFETY

WS will conduct operations in accordance with UNV safety, security, and environmental regulations and procedures. All other safety requirements of WS, the FAA, and UNV will be met by WS when required.

OTHER ACTIVITIES

Technical assistance to alleviate wildlife damage will be provided to the airport as necessary or as requested. Wildlife control measures will be prioritized by the biologist/technician, with aviation safety given the highest priority. Other wildlife control measures will be implemented as resources and time allow. Wildlife control measures may include population reduction, exclusion, harassment, repellents, and habitat alteration.

WS will work with adjacent landowners to reduce the local threat of wildlife species when it benefits UNV.

TRAINING

WS will provide training to airport personnel about identifying wildlife, managing wildlife at airfields, identifying wildlife habitat, and how to collect and report wildlife strikes. Training will consist of structured classes, airfield tours, or impromptu instructional session if wildlife threats are observed.

D. Results and Benefits Expected

UNV will receive far-reaching benefits from the presence of a WS biologist/technician.

Expected benefits include:

1. Alleviation of problems caused by wildlife due to the presence of a reliable wildlife damage biologist/technician.

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. Seasonal and behavioral activity of wildlife.
7. Habitat locations that attract wildlife in relation to the airport for a period of two years.

A WS biologist/technician with expertise in wildlife management at UNV will allow for identification of alternative to resolve wildlife conflicts and prompt implementation of methods to alleviate wildlife hazards. The WS will also provide educational programs to train airport personnel in alleviating wildlife hazards, recommendations to reduce wildlife attractants on expansion projects, and contact with appropriate state and federal agencies for permits related to the management of wildlife conflicts.

E. Resources Required

A WS wildlife damage biologist/technician will conduct the activities described in this agreement. An additional WS personal will assist with spotlight counts and some wildlife control measures. Approximately 2.4 staff-years will be required to complete the activities described in this agreement.

UNV will appoint an individual as a point of contact. UNV will provide logistical support (e.g., access to areas, training when applicable, etc.). The WS biologist/technician will complete all necessary training and coordinate with appropriate personnel to maintain training requirements during the period of work.

F. Procurement and Office Space

Purchase of supplies and miscellaneous needs including salaries will be made by WS as outlined under the financial plan. Additionally all expenditures will be processed through WS's administrative system as described in the financial plan.

UNV will provide office space, phone service, and access to copiers, and fax machines for the WS biologist/technician. WS will provide a vehicle, necessary office supplies, and necessary field supplies such as binoculars, spotting scope, range finder, traps, and ammunition.

G. Stipulations and Restrictions

WS activities under this cooperative service 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 be corresponded 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 USDA APHIS WS. This work plan may be amended at any time by mutual agreement of the parties in writing. Also, this work plan 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. The length of notice for unilateral termination may be longer or shorter if necessary. In the event UNV does not, for any reason, deposit necessary funds, USDA APHIS WS is relieved of the obligation to continue operations under this work plan.

H. Reports

WS will be responsible for the preparation of all required reports to document work activities (i.e., individual site reports, scientific study, etc.) and periodic progress reports to be shared with UNV. Copies of reports will be provided to appropriate personnel at UNV. WS will also be responsible for completing reports associated with the United States Fish and Wildlife Service (USFWS) and Pennsylvania Game Commission (PGC) yearly renewable depredation permits. WS will also aid UNV in obtaining any necessary permits that may be required to conduct wildlife management activities.

I. Personnel Requirements

All services provided, and the writing of the WHA, WHMP will be conducted and overseen by a wildlife damage biologist who meets the qualifications as outlined in FAA AC 150/5200-36.

All USDA 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 USDA APHIS WS personnel will have to complete all back ground checks required by the airport and TSA.

Effective Dates

The cooperative agreement shall become effective on September 1, 2008, and shall expire on January 31, 2011.

ATTACHMENT B
FINANCIAL PLAN FOR THE CONDUCT OF A WILDLIFE DAMAGE MANAGEMENT PROGRAM UNDER THE COOPERATIVE SERVICE AGREEMENT
Between
THE PENNSYLVANIA STATE UNIVERSITY UNIVERSITY PARK AIRPORT (UNV)
And
USDA APHIS WILDLIFE SERVICES (WS)

	Year 1 (12 months)	Year 2 (12 months)
Personnel Cost	$ 68,306.00	73,423.00
Travel (Lodging and Per Diem)	$ 2,000.00	1,500.00
Vehicle Usage	$ 6,500.00	6,500.00
Supplies	$ 7,890.00	1,320.00
Uniform/Equipment Capitalization Cost	$ 1,000.00	1,000.00
Program Services	$ 13,678.00	13,363.00
GRAND TOTALS	$99,374.00	$97,106.00

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

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 $99,374.00 for the 1st year and $97,106.00 for the 2nd year.

This is a reimbursable agreement which will be billed quarterly (UNV will only be billed for the costs related to activities performed under this agreement up to but not exceeding the total amount).

Any property used for the completion of services described in the set work plan will be charged usage fees.

Financial Point of Contact

Cooperator: (b)(6)

APHIS, WS: Sandra Vinson — 717-236-9451
Budget Analyst — Phone

WS-ER (2/08)

Agreement No.: 09 7242 4231 RA
Accounting Code: 973 7242 441

COOPERATIVE SERVICE AGREEMENT (CSA)
between
ALLEGHENY COUNTY AIRPORT AUTHORITY
ALLEGHENY COUNTY AIRPORT (AGC)
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 AGC mutually agree:

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

   AGC: (b)(6)
   Allegheny County Airport
   12 Allegheny County Airport, Suite I
   West Mifflin, PA 15122-2656

   APHIS-WS: Harris Glass, State Director
   USDA APHIS WS
   PO Box 60827
   Harrisburg, PA 17106-0827

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 (WS) 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

AGC Agrees:

1. To authorize APHIS WS to provide technical assistance and direct control services to reduce damage associated with mutually agreed upon wildlife species at the Allegheny County Airport. These activities are defined in the WORK PLAN. APHIS WS will be considered an invitee on lands controlled by AGC. AGC 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 CSA up to but not exceeding the amount specified in FINANCIAL PLAN. AGC will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. AGC 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 AGC authorized individual whose responsibility shall be the coordination and administration of AGC 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. To provide APHIS WS appropriate resources and support necessary to independently conduct APHIS WS activities at the school.

6. APHIS WS shall be responsible for administration and supervision of the program.

7. All equipment purchased for the program is and will remain the property of APHIS WS.

8. To coordinate with APHIS WS before responding to all media requests.

9. To obtain the appropriate state and Federal permits for removal activities and list USDA, APHIS, Wildlife Services as subpermitees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at AGC as described in the WORK and FINANCIAL PLANS.

2. Designate to AGC the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this agreement.

3. To bill AGC 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 AGC shall have the right to inspect and audit such records.

4. To coordinate with AGC before responding to all media requests.

5. Travel expenditures, if necessary, shall occur according to Federal Travel Regulations (Chapter 301), and travel allowances for lodging (hotel receipts shall be retained) and per diem (food and toll receipts shall not be retained, and the standard daily rate will be charged) rates listed will be charged.

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

AGC certifies that APHIS WS has advised AGC that there may be private sector service providers available to provide wildlife management services that AGC 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.

AGC Taxpayer Identification Number (TIN) 25-1843496

(b)(6)

December 31, 2008
Date

Allegheny County Airport
12 Allegheny County Airport, Suite I
West Mifflin, PA 15122-2656

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

By: _____

1-7-09
Date

Harris Glass, State Director
USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106-0827

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

An ongoing, operational (direct control) Wildlife Hazard Management Program will provide the greatest practical level of protection of aircraft and human safety from the hazards associated with wildlife-aircraft collisions at AGC by reducing the presence and activity of wildlife on and immediately surrounding Airport property. The threat to aircraft and human safety exist through the presence of white-tailed deer, foxes, coyotes, woodchucks, starlings, vultures, hawks, blackbirds, crows and other migratory birds. Increasing trends in the populations of these wildlife species have been documented and can be expected to continue. Continued operational efforts to reduce the presence and activity of these and other wildlife species are necessary to substantially reduce the potential for subsequent wildlife-aircraft collisions.

Planned USDA APHIS Wildlife Services Activities

APHIS WS biologists/technicians, who have been trained to provide airport safety assistance, will continue to assist in the conduct of operational wildlife hazard management activities at the Airport throughout the year. APHIS WS personnel will assist AGC Operations/maintenance personnel with:

(a) conducting wildlife harassment/frightening patrols responding immediately to reported or observed wildlife presence/activity, utilizing non-lethal techniques (including but not limited to pyrotechnics, recorded stress calls and/or other electronic noise harassment, chasing with vehicles) as well as lethal techniques (including but not limited to shooting and trapping/humane destruction) when appropriate and necessary to reinforce frightening/harassment techniques (removal of wildlife no longer responsive to harassment) or to immediately remove an imminent threat to aviation safety,

(b) providing oversight and assistance in the application of visual and audible deterrents and chemical repellents and in the implementation of habitat modification and exclusion measures,

(c) collecting and analyzing wildlife observation/strike data and assisting in the conduct of wildlife surveys, and

(d) coordinating and assisting in the training of participating AGC personnel with regard to bird and mammal identification, frightening/harassment techniques, equipment handling/safety procedures, and routine data collection.

Wildlife control activities are fully provided for in the Pennsylvania Game Commission Bureau of Wildlife Protection Special Purpose (Depredation/Collecting) Permit and/or USF&WS Depredation Permit issued to the PA Wildlife Services State Director and/or AGC. APHIS WS personnel will use firearms aided with spotlights, night vision devices, forward looking infrared, and other specialized equipment to remove deer, and other potentially hazardous wildlife from AGC as necessary and as directed by the Airport Director, in conjunction with ongoing efforts by airport operations/maintenance personnel. Activities will be conducted day and night, with regular and overtime hours worked as necessary to accomplish the objectives of the program. Edible meat will be processed and donated to a charitable food distribution organization or as otherwise directed by Pennsylvania Game Commission Wildlife Conservation Officers whenever possible and reasonable.

Effective Dates

The Cooperative Service Agreement shall commence on January 1, 2009 and shall expire on December 31, 2009.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$9,000
Vehicle Usage	$1,900
Supplies and Equipment	$1,500
Travel	$0
Uniform Capitalization Cost	$600
Program Support	$2,000
TOTAL	$15,000

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $15,000.00.

Financial Point of Contact

AGC: (b)(6)

APHIS-WS: Sandra Vinson 717-236-9451
Budget Analyst

Work and Financial Plans prepared by: C. Swope

ACTIVE

WS-ER (2/08)

Agreement No.: 09 7242 2816RA
Accounting Code: 973-7242-705

COOPERATIVE SERVICE AGREEMENT
between
SUSQUEHANNA AREA REGIONAL AIRPORT AUTHORITY (SARAA)
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 conduct an operational wildlife hazard management program to prevent/minimize the threat to human health and safety and aircraft damage.

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 SARAA mutually agree:

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

SARAA: Executive Director
Susquehanna Area Regional Airport Authority
One Terminal Drive, Suite 300
Middletown, PA 17057

PAID 1/12/09

APHIS-WS: Harris Glass
State Director
USDA, APHIS, WS/PA
P.O. Box 60827
Harrisburg, PA 17106-0827

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 Executive Director of SARAA or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the Executive Director, 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

SARAA agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce property damage and threats to human health and safety. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by SARAA. SARAA 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). SARAA 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 SARAA 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 mammals and migratory birds 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 SARAA as described in the Work and Financial Plans.

2. Designate to SARAA the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill SARAA 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 SARAA shall have the right to inspect and audit such records.

4. To coordinate with SARAA 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

SARAA certifies that APHIS WS has advised the SARAA that there may be private sector service providers available to provide wildlife management services that the SARAA 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.

SARAA Taxpayer Identification Number (TIN) 23-2927440

(b)(6)

11.14.08
Date

Susquehanna Area Regional Airport Authority
One Terminal Drive, Suite 300
Middletown, PA 17057

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

BY: _____ 11-24-08
Harris Glass
State Director
USDA, APHIS, WS
PO Box 60827
Harrisburg, PA 17106-0827

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

An ongoing, operational (direct control) Wildlife Hazard Management Program will provide the greatest practical level of protection of aircraft and human safety from the hazards associated with wildlife-aircraft collisions at the Harrisburg International Airport, Capital City Airport, Gettysburg Airport, and Franklin County Airport by reducing the presence and activity of wildlife on and immediately surrounding Airport properties. The threat to aircraft and human safety has been demonstrated by recent wildlife-aircraft collisions involving white-tailed deer, Canada geese, gulls and other birds. Increasing trends in the populations of these wildlife species have been documented and can be expected to continue. Continued operational efforts to reduce the presence and activity of these and other wildlife species are necessary to substantially reduce the potential for subsequent wildlife-aircraft collisions.

Planned USDA, APHIS, Wildlife Services Activities

APHIS WS biologists/technicians, who have been trained to provide airport wildlife damage management, will continue to assist in the conduct of operational wildlife hazard management activities at the Airports. A Wildlife Biologist/Technician will be assigned to the airport on a part-time basis throughout the year. Control efforts will be focused at MDT and the biologist/technician will be available per request from SARAA Operations personnel to conduct direct control activities at Capital City Airport, Gettysburg Airport, and Franklin County Airport. APHIS WS personnel will assist SARAA Operations personnel in:

(a) conducting frequent, aggressive wildlife harassment/frightening patrols responding immediately to reported or observed wildlife presence/activity, utilizing non-lethal techniques (including but not limited to pyrotechnics, recorded distress calls and/or other electronic noise harassment, chasing with vehicles) as well as lethal techniques (including but not limited to shooting and trapping/humane destruction) when appropriate and necessary to reinforce frightening/harassment techniques (removal of wildlife no longer responsive to harassment) or to immediately remove an imminent threat to aviation safety,

(b) providing oversight and assistance in the application of visual and audible deterrents and chemical repellents and in the implementation of habitat modification and exclusion measures,

(c) collecting and analyzing wildlife observation/strike data and assisting in the conduct of wildlife surveys, and

(d) coordinating and assisting in the training of participating SARAA personnel with regard to bird and mammal identification, frightening/harassment techniques, equipment handling/safety procedures, and routine data collection.

Wildlife control activities are fully provided for in the Pennsylvania Game Commission Bureau of Law Enforcement Special Purpose (Depredation/Collecting) Permit and/or USFWS Depredation Permit issued to the WS-PA State Director. APHIS WS personnel will use firearms aided with spotlights, night vision devices, and other specialized equipment to remove deer, Canada geese, and other potentially hazardous wildlife from SARAA as necessary, in conjunction with ongoing efforts by airport operations personnel. Activities will be conducted day and night, with regular and overtime hours worked as necessary to accomplish the objectives of the program. Edible meat will be processed and donated to a charitable food distribution organization or as otherwise directed by Pennsylvania Game Commission Wildlife Conservation Officers whenever possible and reasonable.

Effective Dates

The cooperative agreement shall become effective on **October 01, 2008**, and shall expire on **September 30, 2009.**

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$9,116
Vehicle Usage	$1,100
Supplies & Equipment	$861
Uniform/Equipment Capitalization Cost	$554
Program Support	$1,789
TOTAL	$13,420

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $13,420.

Financial Point of Contact

Cooperator: (b)(6)
Name **Phone**

APHIS, WS: Sandra Vinson 717-236-9451
Budget Analyst **Phone**

WS-ER (2/08)

Agreement No.: 09 7242 2380 RA
Accounting Code: 973 7242 963

COOPERATIVE SERVICE AGREEMENT
between
THE CITY OF PHILADELPHIA (The City)
DEPARTMENT OF COMMERCE
DIVISION OF AVIATION
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 an ongoing, operational (direct control) Wildlife Hazard Management Program that will provide the greatest practical level of protection to aircraft and human safety from hazards associated with wildlife at the Philadelphia International Airport (PHL) and Northeast Philadelphia Airport (PNE). WS activities are described in 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 The City mutually agree:

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

City: Director of Aviation
Philadelphia International Airport
Terminal E
Philadelphia, PA 19153

WS: Harris Glass, State Director
P.O. Box 60827
Harrisburg, PA 17106-0827

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 the Deputy Mayor of Transportation and Utilities or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the Deputy Mayor of Transportation and Utilities, 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 City agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with wildlife. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by the City. The City 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 City 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 City 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 wildlife and list USDA, APHIS, Wildlife Services as subpermitees.

9. To provide an adequate work area to conduct office duties and sufficient storage space for supplies related to airport wildlife hazard reduction activities.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at PHL and PNE as described in the Work and Financial Plans, and to provide all resources necessary for accomplishment of the program (except those items The City agrees to provide as specified in Article 4), including personnel, equipment, supplies, and other support materials.

2. Designate to the City 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 City 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 City shall have the right to inspect and audit such records.

4. To consult with the City prior to issuing any news release, advertisement, or literature of any kind or permitting the issuance of any news release, advertisement, or literature of any kind which refers to the City or the services performed under this Agreement. APHIS WS shall not issue any such release, advertisement, or literature without the express prior approval of the City, its Director of Aviation, or her/his designee.

5. The City shall have the right to use or permit the use of all estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, computations and other papers of any type whatsoever, whether in the form of writing, figures, or delineations, or any ideas or methods represented by them, which are prepared or compiled in connection with this Agreement, for any purpose and at any time without other compensation than that specifically provided herein.

6. Travel expenditures shall occur according to Federal Travel Regulations (Chapter 301), and travel allowances for lodging (hotel receipts shall be retained) and per diem (food and toll receipts shall not be retained, and a standard daily rate will be charged) rates for relevant travel locations.

7. To make an accounting of funds contributed by the City annually and upon termination of this agreement.

8. To provide periodic reports of APHIS WS accomplishments during the term of this Agreement.

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). The City or Township and their officers, agents or employees reserve the same rights and remedies under the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. CSA ss 8541, et. seq. The parties acknowledge and agree that the aforesaid provisions of the Pennsylvania Political Subdivision Tort Claims Act do not supersede the Federal Tort Claims Act.

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 City certifies that APHIS WS has advised the City that there may be private sector service providers available to provide wildlife management services that the City 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. The City shall have the option to renew this Agreement, if desired, by notice in writing sent before the termination date. If the City exercises the option to renew this Agreement, for up to three (3) successive terms of up to one (1) year each, or contracts with APHIS WS in subsequent years or on an annual or periodic basis (as needed), it is understood by all parties that all serviceable equipment and nonexpendable materials purchased in connection with this Agreement shall remain available for use as necessary in the conduct of such activities. Additional costs will be incurred only for personnel, travel (lodging and per diem), expendable supplies, administrative overhead, and any additional equipment deemed necessary by the City and APHIS WS. 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.

ARTICLE 13

This Agreement is based upon APHIS' special qualifications for the services herein contemplated, any assignment, subletting or other transfer of this Agreement, or any part hereof, or any monies due to become due hereunder, shall be void and of no effect as to the City, and shall be grounds for immediate termination of this Agreement.

ARTICLE 14

The City deems this Agreement necessary to protect the public health and safety, as permitted under the Urban Conservation Treaty for Migratory Birds between the City and the United States Fish and Wildlife Service of the Department of Interior.

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.

City of Philadelphia Taxpayer Identification Number (TIN): **23-600-3047**

IN WITNESS WHEREOF, the City has caused this Agreement to be executed on its behalf by its Deputy Mayor of Transportation and Utilities, and APHIS WS has caused this Agreement to execute on its behalf, as of the date of signature.

The City of Philadelphia,
Acting through its Department of Commerce,
Division of Aviation:

BY (b)(6) 9/26/08
Date

Municipal Services Building
1401 JFK Boulevard, Room 1430
Philadelphia, PA 19102

Approved as to Form:

(b)(6) 9-24-08
Date

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

BY: _____ 10/6/08
Date

Harris Glass
State Director
USDA, APHIS, WS
PO Box 60827
Harrisburg, PA 17106-0827

BY: _____ 10/10/08
Date

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

WORK PLAN FOR THE CONDUCT OF
OPERATIONAL WILDLIFE HAZARD REDUCTION ACTIVITIES
AT THE WILLOW GROVE NAVAL AIR STATION JOINT RESERVE BASE
UNDER AN INTERAGENCY AGREEMENT
between
UNITED STATES DEPARTMENT OF DEFENSE, DEPARTMENT OF THE NAVY
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for Wildlife Services (WS) is the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426(b) 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 an IPM of "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 WS Program Final Environmental Impact Statement. 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 population of the offending species be reduced.

Purpose

The direct control wildlife damage and hazard reduction program will provide immediate, short-term protection of property, aircraft, and human health and safety. Woodchucks create multiple burrows under buildings and in work areas that can lead to structural problems and human injury. Canada geese create health concerns due to fecal matter accumulation and may contaminate local water bodies. Other species of concern that may be addressed through this program are skunks, feral cats, and foxes that have mange.

Planned Wildlife Damage Management Activities

The United States Department of Defense, Department of the Navy agrees that it is responsible for compliance with the National Environmental Policy Act (NEPA), the Endangered Species Act (ESA), and other environmental compliance laws for the specific projects and actions it requests APHIS-WS to perform for it under this agreement.

Upon authorization, and working under the existing Categorical Exclusion Process Records and/or Environmental Assessment (National Environmental Policy Act compliance), APHIS WS biologists and/or technicians will obtain the necessary equipment and use legal tools and methods to remove/harass the previously listed species

and any others that may constitute a threat or create damage to the Willow Grove Naval Air Station Joint Reserve Base as requested by the Natural Resources Manager or his designee. Additionally, WS will install overhead wires on water basins by request.

Regular and overtime hours may be worked as necessary to achieve the objectives of the program. Wildlife removal activities will be approved by and coordinated with the Pennsylvania Game Commission (PGC) and are fully provided for in the PGC Bureau of Law Enforcement Special Purpose (Depredation/Collecting) Permit and the U.S. Fish and Wildlife Service Depredation permit issued to the WS-PA State Director.

Effective Dates

Wildlife hazard reduction activities will commence when funding is received and terminate on September 30, 2009.

FINANCIAL PLAN FOR THE CONDUCT OF
OPERATIONAL WILDLIFE HAZARD REDUCTION ACTIVITIES
AT THE WILLOW GROVE NAVAL AIR STATION JOINT RESERVE BASE
UNDER AN INTERAGENCY AGREEMENT
between
UNITED STATES DEPARTMENT OF DEFENSE, DEPARTMENT OF THE NAVY
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

Personnel Costs (Salary and Benefits)	$5,848
Travel and Vehicle Use	$1,490
Supplies/Equipment	$916
Program Support Costs	$1,333
Uniform/Equipment Capitalization Costs	$413
TOTAL	$10,000

The distribution of the Budget from this Project Financial Plan may vary as necessary to accomplish the purpose of this Agreement but may not exceed the TOTAL COST of **$10,000.**

Financial Point of Contact

Cooperator: (b)(6)

APHIS WS: Sandra Vinson, Budget Analyst — 717-236-9451, Phone

WORK PLAN FOR THE CONDUCT OF
OPERATIONAL WILDLIFE HAZARD REDUCTION ACTIVITIES
AT THE PENNSYLVANIA AIR NATIONAL GUARD 171st AIR REFUELING WING
(PITTSBURGHINTERNATIONAL AIRPORT)
UNDER AN INTERAGENCY AGREEMENT
Between
UNITED STATES DEPARTMENT OF AGRICULTURE,
ANIMAL AND PLANT HEALTH INSPECTION SERVICE,
WILDLIFE SERVICES

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c). WS 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 an 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 WS Program Final Environmental Impact Statement. 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 local population of the offending species be reduced.

Purpose

The direct control wildlife damage and hazard reduction program will provide immediate short-term protection of property, aircraft, and human health and safety. At the 171st Air Refueling Wing at Pittsburgh International Airport, the potential for damage to runway surfaces, structures, and sensitive/critical equipment has been demonstrated and there is increasing concern over the limited direct control being conducted by Pittsburgh International Airport. Due to recent rabies positives within the critical area, there are concerns about the potential threat to human health and safety posed by RVS. Red fox, coyote, white-tailed deer, red-tailed hawks, crows, ring-billed gulls, swallows, Canada geese, pigeons, and European starlings are also present on and around the facility and represent potential runway hazards. Removal and harassment of these and other damaging species will immediately reduce the potential for damage to aircraft, structures, and equipment and will reduce contacts between these species and humans.

Wildlife population monitoring is another key component to a successful wildlife hazard reduction program. By conducting standardized surveys, airports can obtain valuable information regarding the various species using the airfield and develop a plan to reduce the risks they present. Information that can be obtained from surveys would include seasonal abundance, habitat preference, species' behavior, the number of different species present and possible attractants. Once analyzed, data from surveys can greatly improve the effectiveness of a current wildlife hazard reduction program.

Planned Wildlife Damage Management Activities

The United State Department of Defense National Guard Bureau, Air Directorate agrees that it is responsible for compliance with the national Environmental Policy Act (NEPA), the Endangered Species Act (ESA), and other environmental compliance laws for the specific projects and actions it requests APHIS-WS to perform for it under this agreement.

Upon authorization, and working under the existing Categorical Exclusion Process Records and/or Environmental Assessment (NEPA compliance), APHIS WS biologists and/or technicians will obtain the necessary equipment and use legal tools and methods to remove and/or harass the previously listed species and any others that may constitute a threat or create damage to the PA ANG 171st Air Refueling Wing at Pittsburgh International Airport. WS biologists and\or technicians will also conduct monthly standardized surveys in order to establish baseline population estimates of species that pose a risk to aircraft, as well as human health and safety on the airfield. The data collected from these surveys will be analyzed and used to determine seasonal population trends of these species and help determine the appropriate need for future management. At the end of each year, the results of these surveys will be provided to the cooperator in a written report discussing the observed risks to aviation and the recommendations to reduce those risks.

Regular and overtime hours may be worked as necessary to achieve the objectives of the program. Wildlife removal activities will be approved by and coordinated with the Pennsylvania Game Commission (PGC) and are fully provided for in the PGC Bureau of Wildlife Protection Special Use (Depredation/Collecting) Permit and the U.S. Fish and Wildlife Service Depredation permit issued to the WS Pennsylvania State Director.

Effective Dates

Wildlife hazard reduction activities will commence as soon as funds become available and terminate on September 30, 2011. This work will be funded for Fiscal Years 2009, 2010, and 2011.

WORK PLAN FOR THE CONDUCT OF
OPERATIONAL WILDLIFE HAZARD REDUCTION ACTIVITIES
AT THE PENNSYLVANIA AIR NATIONAL GUARD 171st AIR REFUELING WING
(PITTSBURGH INTERNATIONAL AIRPORT)
UNDER AN INTERAGENCY AGREEMENT
Between
UNITED STATES DEPARTMENT OF AGRICULTURE,
ANIMAL AND PLANT HEALTH INSPECTION SERVICE,
WILDLIFE SERVICES

FY 2009

Personnel Costs (Salary and Benefits)	$8,850
Vehicle Usage	$2,250
Supplies/Equipment	$1,300
Travel	$850
Uniform/Equipment Capitalization Costs	$660
Program Support Costs	$2,125
Total	**$16,035**

FY 2010

Personnel Costs (Salary and Benefits)	$8,850
Vehicle Usage	$2,250
Supplies/Equipment	$1,300
Travel	$850
Uniform/Equipment Capitalization Costs	$660
Program Support Costs	$2,125
Total	**$16,035**

FY 2011

Personnel Costs (Salary and Benefits)	$8,850
Vehicle Usage	$2,250
Supplies/Equipment	$1,300
Travel	$850
Uniform/Equipment Capitalization Costs	$660
Program Support Costs	$2,125
Total	**$16,035**

Grand Total for the 3 fiscal years..... $48,105

The distribution of the Budget from this Project Financial Plan may vary as necessary to accomplish the purpose of this Agreement but may not exceed the **TOTAL COST per year as listed above and $48,105 over the 3-year period.**

Financial Point of Contact

Cooperator: (b)(6)

APHIS WS: Sandra Vinson, (717)-236-9451
Budget Analyst Phone

USDA APHIS WS, PA
PO Box 60827
Harrisburg, PA 17106-0827
(717) 236 – 9451 (office)
(717) 236 – 9454 (fax)

WORK PLAN FOR THE CONDUCT OF
OPERATIONAL WILDLIFE HAZARD REDUCTION ACTIVITIES
AT THE PENNSYLVANIA AIR NATIONAL GUARD 193rd SPECIAL OPERATIONS WING (HARRISBURG INTERNATIONAL AIRPORT)
UNDER AN INTERAGENCY AGREEMENT
Between
UNITED STATES DEPARTMENT OF AGRICULTURE,
ANIMAL AND PLANT HEALTH INSPECTION SERVICE,
WILDLIFE SERVICES

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c). WS 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 an 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 WS Program Final Environmental Impact Statement. 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 local population of the offending species be reduced.

Purpose

The direct control wildlife damage and hazard reduction program will provide immediate short-term protection of property, aircraft, and human health and safety. At the 193rd Special Operations Wing at Harrisburg International Airport, the potential for woodchuck damage (burrowing, gnawing) to runway surfaces, structures, and sensitive/critical equipment has been demonstrated and there is increasing concern over the frequency of human contacts with woodchucks, feral domestic cats, and striped skunks on the facility and the potential threat to human health and safety that they represent. Red fox, white-tailed deer, ring-billed gulls, bank swallows, Canada geese, pigeons, and European starlings are also present on and around the facility and represent potential runway hazards. Removal and harassment of these and other damaging species will immediately reduce the potential for damage to aircraft, structures, and equipment and will reduce contacts between these species and humans.

Wildlife population monitoring is another key component to a successful wildlife hazard reduction program. By conducting standardized surveys, airports can obtain valuable information regarding the various species using the airfield and develop a plan to reduce the risks they present. Information that can be obtained from surveys would include seasonal abundance, habitat preference, species' behavior, the number of different species present and possible attractants. Once analyzed, data from surveys can greatly improve the effectiveness of a current wildlife hazard reduction program.

Planned Wildlife Damage Management Activities

The United State Department of Defense National Guard Bureau, Air Directorate agrees that it is responsible for compliance with the national Environmental Policy Act (NEPA), the Endangered Species Act (ESA), and other environmental compliance laws for the specific projects and actions it requests APHIS-WS to perform for it under this agreement.

Upon authorization, and working under the existing Categorical Exclusion Process Records and/or Environmental Assessment (NEPA compliance), APHIS WS biologists and/or technicians will obtain the necessary equipment and use legal tools and methods to remove and/or harass the previously listed species and any others that may constitute a threat or create damage to the PA ANG 193rd Special Operations Wing at Harrisburg International Airport. WS biologists and\or technicians will also conduct monthly standardized surveys in order to establish baseline population estimates of species that pose a risk to aircraft, as well as human health and safety on the airfield. The data collected from these surveys will be analyzed and used to determine seasonal population trends of these species and help determine the appropriate need for future management. At the end of each year, the results of these surveys will be provided to the cooperator in a written report discussing the observed risks to aviation and the recommendations to reduce those risks.

Regular and overtime hours may be worked as necessary to achieve the objectives of the program. Wildlife removal activities will be approved by and coordinated with the Pennsylvania Game Commission (PGC) and are fully provided for in the PGC Bureau of Law Enforcement Special Purpose (Depredation/Collecting) Permit and the U.S. Fish and Wildlife Service Depredation permit issued to the WS Pennsylvania State Director.

Effective Dates

Wildlife hazard reduction activities will commence as soon as funds become available and terminate on September 30, 2011. This work will be funded for Fiscal Years 2009, 2010, and 2011.

WORK PLAN FOR THE CONDUCT OF
OPERATIONAL WILDLIFE HAZARD REDUCTION ACTIVITIES
AT THE PENNSYLVANIA AIR NATIONAL GUARD 193rd SPECIAL OPERATIONS WING (HARRISBURG INTERNATIONAL AIRPORT)
UNDER AN INTERAGENCY AGREEMENT
Between
UNITED STATES DEPARTMENT OF AGRICULTURE,
ANIMAL AND PLANT HEALTH INSPECTION SERVICE,
WILDLIFE SERVICES

FY 2009

Personnel Costs (Salary and Benefits)	$17,387
Vehicle Usage	$2,146
Supplies/Equipment	$1,130
Uniform/Equipment Capitalization Costs	$1,000
Program Support Costs	$3,337
Total	**$25,000**

FY 2010

Personnel Costs (Salary and Benefits)	$17,387
Vehicle Usage	$ 2,146
Supplies/Equipment	$ 1,130
Uniform/Equipment Capitalization Costs	$ 1,000
Program Support Costs	$ 3,337
Total	**$25,000**

FY 2011

Personnel Costs (Salary and Benefits)	$17,387
Vehicle Usage	$ 2,146
Supplies/Equipment	$ 1,130
Uniform/Equipment Capitalization Costs	$ 1,000
Program Support Costs	$ 3,337
Total	**$25,000**

Grand Total for the 3 fiscal years..... $75,000

The distribution of the Budget from this Project Financial Plan may vary as necessary to accomplish the purpose of this Agreement but may not exceed the **TOTAL COST per year as listed above and $75,000 over the 3-year period.**

Financial Point of Contact

Cooperator: (b)(6)

APHIS WS: Sandra Vinson, (717)-236-9451
Budget Analyst Phone

USDA APHIS WS, PA
PO Box 60827
Harrisburg, PA 17106-0827
(717) 236 – 9451 (office)
(717) 236 – 9454 (fax)

08 7242 9001 RA
873-7242-703

COOPERATIVE SERVICE AGREEMENT
between
LEHIGH-NORTHAMPTON AIRPORT AUTHORITY
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 following page.

ARTICLE 2

APHIS WS has statutory 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), for the Secretary of Agriculture to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations and institutions in the control of wild mammals and birds that are reservoirs for zoonotic diseases or are injurious or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife and public 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 **$2,424** to cover the costs as outlined in the Financial Plan. Payment will be made by check **payable to "USDA APHIS"** 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 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 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 APHIS 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 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, 2007 and shall continue in effect until December 31, 2007 or upon 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
Lehigh-Northampton Airport Authority
Lehigh Valley International Airport
3311 Airport Road
Allentown, PA 18109

(b)(6)

Date 8/30/07

TIN/ID Number

USDA APHIS WS
Harris Glass, State Director
USDA APHIS WS
PO Box 60827

State Director's Signature

Date 9-7-07

PAID 6/2/08

Harrisburg, PA 17106-0827
(717) 236-9451

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 (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 WS Program Final Environmental Impact Statement. 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: Multiple Species

Description of Damage: Human health and safety concerns and property loss associated with wildlife-aircraft collisions.

Location: Lehigh Valley International Airport, Allentown, Lehigh County, PA.

Services Provided: WS will provide 3 eight hour training sessions to Lehigh-Northampton Airport Authority employees in response to the FAA's training requirements under 14CFR Part 139.337. Training topics will include wildlife identification, managing wildlife hazards on airfields, and the safe use of pyrotechnics as a wildlife dispersal technique.

FINANCIAL PLAN

Personnel Costs $1218

Vehicle Usage $100

Supplies & Equipment $125

Lodging & Travel $558

Uniform/Equipment Capitalization Cost $100

Program Services $323

TOTAL COST **$2,424**

The distribution of the Budget from this project Financial Plan may vary as necessary to accomplish the purpose of this Agreement but may not exceed the TOTAL COST of **$2,424.**

Financial Point of Contact

Cooperator: (b)(6)

APHIS WS: Sandra Vinson, Budget Analyst — 717-236-9451, Phone

TAK ID NO. 23-6002608

WS-ER (5-07)

Agreement No.: 08 7242 9009 TF
Accounting Code: 873 7242 703

COOPERATIVE SERVICE AGREEMENT
Between
LEHIGH NORTHAMPTON AIRPORT AUTHORITY (COOPERATOR)
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 $237.00 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 25, 2007 and shall continue in effect until October 25, 2007 or funding is expired. 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.

Lehigh Northampton Airport Authority, Mr. Fairchild
3311 Airport Road
Allentown, PA 18109
(610) 231-5296

(b)(6)
Cooperator's Signature — Date: 11/1/07

Tax Identification Number: 23-6002608

USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106
(717) 236-9451

Harris Glass, State Director — Date: 11-5-07

PAID 10/25/07

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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: Multiple Species

Description of Damage: Human health and safety concerns and property loss associated with wildlife-aircraft collisions.

Location: Lehigh Valley International Airport, Allentown, Lehigh County, PA.

Services Provided: USDA Wildlife Services (WS) will provide Lehigh Northampton Airport Authority with 3 pyrotechnic launchers and 300 pyrotechnics to assist the ongoing wildlife harassment program at Lehigh Valley International Airport.

Work and Financial Plan prepared by: T. Elliott

FINANCIAL PLAN

Personnel Costs	$	
Vehicle Usage	$	
Supplies & Equipment	$	237.00
Uniform/ Capitalization	$	
Program Support	$	
TOTAL	$	237.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $237.00.

Financial Point of Contact

Cooperator: (b)(6)

APHIS WS: Sandy Vinson, Budget Analyst — (717) 236-9451, Phone

WS-ER (5-07)

Agreement No.: 08 7242 9010 RA
Accounting Code: 873 7242 703

COOPERATIVE SERVICE AGREEMENT
Between
LEHIGH NORTHAMPTON AIRPORT AUTHORITY (COOPERATOR)
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 describe d 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 coope rate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife servi ces 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 $491.00 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 certifi es 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 individu al 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 notwit hstanding 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 applic able 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 November 1, 2007 and shall continue in effect until November 8, 2007 or funding is expired. 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.

Lehigh Northampton Airport Authority
3311 Airport Road
Allentown, PA 18109
(610) 231-5295

Cooperator's Signature — Date: 11/2/07

Tax Identification Number: 23-6002608

USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106
(717) 236-9451

Harris Glass, State Director — Date: 11-5-07

PAID 12/2/08

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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: Multiple Species

Description of Damage: Human health and safety concerns and property loss associated with wildlife-aircraft collisions.

Location: Lehigh Valley International Airport, Allentown, Lehigh County, PA.

Services Provided: USDA Wildlife Services (WS) will provide Lehigh Northampton Airport Authority with 3 7-shot pyrotechnic launchers to assist the ongoing wildlife harassment program at Lehigh Valley International Airport.

Work and Financial Plan prepared by: T. Elliott

FINANCIAL PLAN

Personnel Costs	$	
Vehicle Usage	$	
Supplies & Equipment	$	405.00
Uniform/ Capitalization	$	20.00
Program Support	$	66.00
TOTAL	$	491.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $491.00.

Financial Point of Contact

Cooperator: (b)(6)

APHIS WS: Sandy Vinson, Budget Analyst — (717) 236-9451, Phone

WS-ER (5-07)

Agreement No.: 08 7242 9011 RA
Accounting Code: 873 7242 703

COOPERATIVE SERVICE AGREEMENT
Between
ARNOLD PALMER REGIONAL AIRPORT (COOPERATOR)
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 $4,317 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 22, 2007 and shall continue in effect until September 30, 2008 or funding is expired. This Agreement may be amended or terminated at any time by mutual agreement of [redacted] de necessary funds, APHIS WS is relieved of the obligation to provide services u

(b)(6)
148 Aviation Lane, Suite 103
Latrobe PA 15650
(724) 539-8100

(b)(6)

Tax Identification Number: 25-1239457

11-5-07
Harris Glass, State Director — Date

USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106
(717) 236-9451

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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: Woodchucks and various hawk species

Description of Damage: Woodchucks are burrowing into airfield causing concern for possible damage to lighting wiring, mowing operations, and runways/taxiways. Hawks are perching on airfield causing concern for human health and safety regarding aircraft/hawk collisions.

Location: Latrobe, Westmoreland County, PA.

Services Provided: USDA Wildlife Services (WS) will remove woodchucks from airport property using conibear traps, cage traps, and shooting. WS will remove hawks from the airfield using pole traps, Bal chatri traps and/or shooting. The above WS activities are fully provided for in the PGC Bureau of Wildlife Protection (Depredation /Collecting) Permit and U.S. Fish and Wildlife Service Depredation Permit issued to the WS PA State Director. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

Work and Financial Plan prepared by: T. Roland

FINANCIAL PLAN

Personnel Costs	$2,784
Travel & Vehicle Usage	$392
Supplies & Equipment	$387
Uniform/ Capitalization	$178
Program Support	$576
TOTAL	$4,317

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $4,317.

Financial Point of Contact

Cooperator: (b)(6)
Phone

APHIS WS: Sandy Vinson
Budget Analyst

(717) 236-9451
Phone

WS-ER (5-07)

Agreement No.: 08 7242 9012 RA
Accounting Code: 873 7242 703

COOPERATIVE SERVICE AGREEMENT
Between
ARNOLD PALMER REGIONAL AIRPORT (COOPERATOR)
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 $1,270 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 22, 2007 and shall continue in effect until September 30, 2008 or funding is expired. This Agreement may be amended or terminated at any time by mutual agreemen[redacted]ssary funds, APHIS WS is relieved of the obligation to provide servi[redacted]

(b)(6)

148 Aviation Lane, Suite 103
Latrobe PA 15650
(724) 539-8100

(b)(6)

Tax Identification Number: 25-1239457

Harris Glass, State Director — 11-5-07 Date

USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106
(717) 236-9451

PAID 6/23/08

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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: FAA CFR Part 139 training on multiple wildlife species including red tailed hawk, woodchucks, coyotes, etc..

Description of Damage: Threats to aviation safety.

Location: Latrobe, Westmoreland County, PA.

Services Provided: Under this CSA USDA Wildlife Services (WS) will provide 8 hours of Wildlife Hazard Management training to LBE employees as required by CFR 139.303 (c) and (e). This 8 hour training must be completed every 12 months by airport personnel actively involved in implementing the Wildlife Hazard Management Plan. The above WS activities are fully provided for in the PGC Bureau of Wildlife Protection (Depredation /Collecting) Permit and U.S. Fish and Wildlife Service Depredation Permit issued to the WS PA State Director. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

Work and Financial Plan prepared by: T. Roland

FINANCIAL PLAN

Personnel Costs	$853
Travel & Vehicle Usage	$45
Supplies & Equipment	$150
Uniform/ Capitalization	$53
Program Support	$169
TOTAL	$1,270

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $1,270.

Financial Point of Contact

Cooperator: (b)(6)
Phone

APHIS WS: Sandy Vinson
Budget Analyst

(717) 236-9451
Phone

WS-ER (5-07)

Agreement No.: 08 7242 9021 RA
Accounting Code: 873 7242 703

COOPERATIVE SERVICE AGREEMENT

Between

LEHIGH NORTHAMPTON AIRPORT AUTHORITY (COOPERATOR)

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 $766.00 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 December 3, 2007 and shall continue in effect until December 20, 2007 or funding is expired. 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.

Lehigh Northampton International Airport Authority
3311 Airport Road
Allentown, PA 18109
(610) 266-6001

(b)(6)

12/3/07
Date

Tax Identification Number: 23-6002608

USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106
(717) 236-9451

Harris Glass, State Director

12-12-07
Date

PAID
12-6-07

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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: Multiple Species

Description of Damage: Human health and safety concerns and property loss associated with wildlife-aircraft collisions.

Location: Lehigh Valley International Airport, Allentown, Lehigh County, PA.

Services Provided: USDA Wildlife Services (WS) will (1) eight hour training session to Lehigh Northampton Airport Authority employees in response to the FAA's training requirements under 14 CFR Part 139.337. Training topics will include wildlife identification, managing wildlife hazards on airfields, and the safe use of pyrotechnics as a wildlife dispersal technique.

Work and Financial Plan prepared by: T. Elliott

FINANCIAL PLAN

Personnel Costs	$519.00
Travel	$100.00
Travel	$———
Supplies & Equipment	$13.00
Uniform/ Capitalization	$32.00
Program Support	$102.00
TOTAL	$766.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $766.00.

Financial Point of Contact

Cooperator: (b)(6)

APHIS WS: Sandy Vinson, Budget Analyst — (717) 236-9451, Phone

WS-ER (5-07)

Agreement No.: 08 7242 9022 RA
Accounting Code: 873 7242 703

COOPERATIVE SERVICE AGREEMENT (CSA)
between
DUBOIS-JEFFERSON COUNTY AIRPORT (DUJ)
and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this CSA is to cooperate in a wildlife damage management project, as described in the WORK PLAN on the following page.

ARTICLE 2

APHIS WS has statutory 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), for the Secretary of Agriculture to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations and institutions in the control of wild mammals and birds that are reservoirs for zoonotic diseases and injurious or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife and public health and safety.

ARTICLE 3

APHIS WS and DUJ agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. DUJ will reimburse the U.S. Department of Agriculture the sum of **$4,999.00** to cover the costs as outlined in the FINANCIAL PLAN. Payment will be made by check payable to **"USDA APHIS"** by a mutually agreed upon date.
3. DUJ 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 CSA any unexpended funds will be retained by APHIS WS and used on similar program activities.
5. All activities will be conducted in accordance with applicable Federal, State, and local laws and regulations.
6. Nothing in this CSA 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 CSA.
7. DUJ certifies that wildlife management options, including the use of services provided by the private sector, have been carefully considered. After considering these options, DUJ requests that APHIS WS provide its services under the stated terms of this CSA.
8. The performance of wildlife damage management actions by APHIS WS under this CSA 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 CSA or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this CSA 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 CSA shall become effective **October 01, 2007** and shall continue in effect until **September 30, 2008** or funding is expired. This CSA may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event DUJ does not deposit necessary funds, APHIS WS is relieved of the obligation to provide services under this CSA.

DUJ
(b)(6)
DuBois-Jefferson County Airport
PO Box 299
Falls Creek, PA 15840
(814) 328-5311

(b)(6) 12/10/07
Date

Tax ID Number 24-1473462

USDA APHIS WS
USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106-0827
(717) 236-9451

Harris Glass, State Director 12-17-07
Date

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 (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 WS Program Final Environmental Impact Statement. 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: Species included, but not limited to: (1) white-tailed deer; (2) red-tailed hawk; (3) killdeer; (4) woodchuck; (5) coyote; (6) Canada geese; (7) ring-billed gulls (8) fox.

Description of Damage:

Multiple wildlife species which are creating a threat to aircraft safety (human health and safety – aviation) and/or damaging airport property.

Location: Reynoldsville, Jefferson County, PA

Services Provided:

Under this CSA APHIS WS will provide 8 hours of Wildlife Hazard Management training to DUJ employees as required by CFR 139.303 (c) and (e). This 8 hour training must be completed every 12 months by airport personnel actively involved in implementing the Wildlife Hazard Management Plan. APHIS WS will also be available to provide other training courses (i.e., firearms safety, pyrotechnics, etc) throughout the duration of the contract at the discretion of DUJ. Furthermore, APHIS WS will obtain necessary equipment for wildlife hazard management at DUJ and implement safe and legal methods to reduce wildlife hazards on DUJ property at the request of airport management.

The above APHIS WS activities are fully provided for by the Pennsylvania Game Commission, Bureau of Law Enforcement, Special Use (Depredation/Collecting) Permit and the US Fish and Wildlife Service Depredation permit issued to the WS PA State Director and/or the DuBois-Jefferson County Airport. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of this program. Once funds in the FINANCIAL PLAN have been exhausted or the contract end date has passed, a new CSA will be required to continue APHIS WS activities at DUJ.

FINANCIAL PLAN

Personnel Costs	$2,534
Vehicle Usage	$1,090
Supplies & Equipment	$505
Uniform/Equipment Capitalization Cost	$204
Program Services	$666
TOTAL	$4,999

The distribution of the Budget from this project FINANCIAL PLAN may vary as necessary to accomplish the purpose of this CSA but may not exceed the TOTAL COST of **$4,999.00**.

Financial Point of Contact

DUJ:	(b)(6)	Phone
APHIS WS:	Sandra Vinson Budget Analyst	717-236-9451 Phone

08 7242 9023 RA
873 7242 703

COOPERATIVE SERVICE AGREEMENT (CSA)
Between
WESTMORELAND COUNTY AIRPORT AUTHORITY
ROSTRAVER REGIONAL AIRPORT (FWQ)
and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this CSA is to cooperate in a wildlife hazard management project, as described in the WORK PLAN on the following page.

ARTICLE 2

APHIS WS has statutory 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), for the Secretary of Agriculture to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations and institutions in the control of wild mammals and birds that are reservoirs for zoonotic diseases and injurious or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife and public health and safety.

ARTICLE 3

APHIS WS and FWQ agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. FWQ will reimburse the U.S. Department of Agriculture the sum of $4,999.00 to cover the costs as outlined in the FINANCIAL PLAN. Payment will be made by check payable to "USDA APHIS" by a mutually agreed upon date.
3. FWQ 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 CSA any unexpended funds will be retained by APHIS WS and used on similar program activities.
5. All activities will be conducted in accordance with applicable Federal, State, and local laws and regulations.
6. Nothing in this CSA 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 CSA.
7. FWQ certifies that wildlife management options, including the use of services provided by the private sector, have been carefully considered. After considering these options, FWQ requests that APHIS WS provide its services under the stated terms of this CSA.
8. The performance of wildlife hazard management activities by APHIS WS under this CSA 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 CSA or to any benefit to arise therefrom.

ARTICLE 5

APHIS WS assumes no liability for any actions or activities conducted under this CSA 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

This CSA shall become effective January 1, 2008 an[illegible] amended or terminated at any time by mutual agreement of the parties in writing. Further, [illegible] APHIS WS is relieved of the obligation to provide services under this CSA.

(b)(6)

COOPERATOR
(b)(6)
200 Pleasant Unity Rd., Suite 103
Latrobe, PA 15650
(724) 539-8100

12-14-07

TRX ID Number 25-1239457

USDA APHIS WS
Harris Glass, State Director
USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106-0827
(717) 236-9451

State Director's Signature

12-17-07
Date

WORK PLAN

Introduction

The USDA is authorized to protect American agriculture and other resources from damage associated with wildlife. APHIS WS has statutory 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), for the Secretary of Agriculture to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations and institutions in the control of wild mammals and birds that are reservoirs for zoonotic diseases and injurious or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife and public health and safety.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (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 WS Program Final Environmental Impact Statement. 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: White-tailed deer, woodchucks, coyotes

Description of Damage

The threat to aircraft and human health and safety exist through the presence of white-tailed deer, coyotes, and woodchucks. An operational Wildlife Hazard Management Program will provide the greatest practical level of protection of aircraft and human safety from the hazards associated with wildlife-aircraft collisions at the Rostraver Regional Airport by reducing the presence of deer, coyotes, and woodchucks on Airport property. Continued operational efforts to reduce the presence and activity of deer and other wildlife species are necessary to substantially reduce the potential for subsequent wildlife-aircraft collisions.

Location: Rostraver, Westmoreland County, PA

Services Provided

This agreement is intended for field preparation/investigation and 8 site visits for operational control activities. Operational control (i.e., shooting, trapping) activities will be conducted with regular and overtime hours as need. Additional days of operational control my be added as needed if allocated funding per the FINANCIAL PLAN allows or the FINANCIAL PLAN is amended to fund additional site visits. Wildlife control activities are fully provided for in the Pennsylvania Game Commission Bureau of Law Enforcement Special Purpose (Depredation/Collecting) Permit issued to the PA Wildlife Services State Director. APHIS WS personnel will use firearms aided with spotlights, night vision devices, and other specialized equipment to remove deer, coyotes, woodchucks and other potentially hazardous wildlife from Rostraver as necessary and as directed by the Airport Manager within the allocated funding in the FINANCIAL PLAN. All deer removed from the Airport property will be surrendered to the local Pennsylvania Game Commission Wildlife Conservation Officer whenever possible and reasonable.

FINANCIAL PLAN

Personnel Costs	$2,615
Vehicle Usage	$500
Supplies & Equipment	$1,012
Uniform/Equipment Capitalization Cost	$206
Program Services	$666

TOTAL COST **$4,999.00**

The distribution of the Budget from this project FINANCIAL PLAN may vary as necessary to accomplish the purpose of this CSA but may not exceed the TOTAL COST of **$4,999.00.**

Financial Point of Contact

FWQ: (b)(6)

APHIS WS: Sandra Vinson 717-236-9451
Budget Analyst

WS-ER (5-07)

Agreement No.: [illegible]
Accounting Code: [illegible]

COOPERATIVE SERVICE AGREEMENT
Between
SUSQEHANNA AREA REGIONAL AIRPORT AUTHORITY (COOPERATOR)
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 $1,432.00 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 **November 29, 2007** and shall continue in effect until **December 20, 2007** or funding is expired. 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.

(b)(6)

Susquehanna Area Regional Airport Authority
One Terminal Drive, Suite 300
Middletown, PA 17057
(717) 948-3900

Cooperator's Signature — Date

Tax Identification Number: 23-2927440

USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106
(717) 236-9451

Harris Glass, State Director — Date

DAI
1-2-08

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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: Multiple Species

Description of Damage: Human health and safety concerns and property loss associated with wildlife-aircraft collisions.

Location: Harrisburg, Dauphin County, PA.

Services Provided: USDA Wildlife Services (WS) will provide one 8 hour training session to an unlimited number of Susquehanna Area Regional Airport Authority employees in response to the FAA's new training requirements under 14CFR Part 139.337(e)(7). Training topics will include wildlife identification, managing wildlife hazards on airfields, and the safe use of firearms and pyrotechnics as wildlife dispersal techniques. The firearms training will be taught by a certified firearms trainer.

Work and Financial Plan prepared by: T. Elliott

FINANCIAL PLAN

Personnel Costs	$ 937.00
Travel	$ -------
Vehicle Usage	$ 170.00
Supplies & Equipment	$ 75.00
Uniform/ Capitalization	$ 59.00
Program Support	$ 191.00
TOTAL	$1,432.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **$1,432.00**.

Financial Point of Contact

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

APHIS WS: Sandy Vinson (717) 236-9451
Budget Analyst Phone

WS-ER (2-08)

Agreement No.: 08 7242 9090 RA
Accounting Code: 873 7242 703

COOPERATIVE SERVICE AGREEMENT (CSA)
between
VENANGO REGIONAL AIRPORT (COOPERATOR)
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 $1,910.00 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. Bradford Regional Airport certifies that APHIS-WS has advised the Bradford Regional Airport that there may be private sector service providers available to provide wildlife management services that the Bradford Regional Airport 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 01, 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: 25-6001041

Venango Regional Airport
1560 Airport Road
Franklin, PA 16323

(b)(6)

3/25/08
Date

USDA-APHIS-Wildlife Services
PO Box 60827
Harrisburg, PA 17106-0827
(717) 236-9451

State Director

3-31-08
Date

WORK PLAN

Wildlife Species: Multiple species observed at the airport including, but not limited to: killdeer, crows, hawks, deer, beaver, waterfowl, etc.

Description of Damage:

Threats to human health and safety; aviation safety; property.

Location: Franklin, Venango County, PA

Services Provided:

APHIS-WS will provide 8 hours of Wildlife Hazard Management training to airport employees as required by CFR 139.303 (c) and (e). This 8 hour training must be completed every 12 months by airport personnel actively involved in implementing the Wildlife Hazard Management Plan. APHIS-WS will obtain necessary supplies and equipment for the wildlife hazard management training, but future equipment needs (i.e., pyrotechnics, traps, firearms, etc) are the responsibility of the airport.

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

Work and Financial Plan prepared by: C. Swope

FINANCIAL PLAN

Personnel Costs	$918
Vehicle Usage & Travel	$558
Supplies & Equipment	$100
Uniform/Equipment Capitalization Cost	$79
Program Support	$255
TOTAL COST	$1,910

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $1,910.00.

Financial Point of Contact

Cooperator:	(b)(6)	
APHIS-WS:	Sandra Vinson Budget Analyst	717-236-9451 Phone

Work and Financial Plan prepared by: C. Swope

WS-ER (5-07)

Agreement No.: 08 7242 9110 RA
Accounting Code: 873 7242 703

COOPERATIVE SERVICE AGREEMENT (CSA)
between
READING REGIONAL AIRPORT (RDG)
and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this CSA is to cooperate in a wildlife damage management project, as described in the WORK PLAN on the following page.

ARTICLE 2

APHIS WS has statutory 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), for the Secretary of Agriculture to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations and institutions in the control of wild mammals and birds that are reservoirs for zoonotic diseases and injurious or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife and public health and safety.

ARTICLE 3

APHIS WS and RDG agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. RDG will reimburse the U.S. Department of Agriculture the sum of **$ 896.00** to cover the costs as outlined in the FINANCIAL PLAN. Payment will be made by check **payable to "USDA APHIS"** by a mutually agreed upon date.
3. RDG 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 CSA any unexpended funds will be retained by APHIS WS and used on similar program activities.
5. All activities will be conducted in accordance with applicable Federal, State, and local laws and regulations.
6. Nothing in this CSA 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 CSA.
7. RDG certifies that wildlife management options, including the use of services provided by the private sector, have been carefully considered. After considering these options, RDG requests that APHIS WS provide its services under the stated terms of this CSA.
8. The performance of wildlife damage management actions by APHIS WS under this CSA 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 CSA or to any benefit to arise therefrom.

ARTICLE 5

APHIS assumes no liability for any actions or activities conducted under this CSA 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 CSA shall become effective **June 11, 2008** and shall continue in effect until **June 11, 2008** or funding is expired. This CSA may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event RDG does not deposit necessary funds, APHIS WS is relieved of the obligation to provide services under this CSA.

RDG
(b)(6)
Reading Regional Airport
2501 Bernville Road
Reading, PA 19605
(610) 372-4666

(b)(6) 5/13/08
Cooperator's Signature Date

Tax ID Number 23-6050410

5-28-08
Harris Glass, State Director Date

USDA APHIS WS
USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106-0827
(717) 236-9451

PAID 6-27-08

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 (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 WS Program Final Environmental Impact Statement. 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: Multiple Species.

Description of Damage: Human health and safety concerns and property loss associated with wildlife aircraft collisions.

Location: Reading Regional Airport, Reading, Berks County, PA

Services Provided:

Under this CSA APHIS WS will provide 8 hours of Wildlife Hazard Management training to RDG employees as required by CFR 139.303 (c) and (e). This 8 hour training must be completed every 12 months by airport personnel actively involved in implementing the Wildlife Hazard Management Plan.

The above APHIS WS activities are fully provided for by the Pennsylvania Game Commission, Bureau of Law Enforcement, Special Use (Depredation/Collecting) Permit and the US Fish and Wildlife Service Depredation permit issued to the WS PA State Director and/or the Reading Regional Airport. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of this program. Once funds in the FINANCIAL PLAN have been exhausted or the contract end date has passed, a new CSA will be required to continue APHIS WS activities at RDG.

FINANCIAL PLAN

Personnel Costs	$ 595
Vehicle Usage	$ 70
Supplies & Equipment	$ 75
Uniform/Equipment Capitalization Cost	$ 37
Program Services	$ 119
TOTAL	$ 896

The distribution of the Budget from this project FINANCIAL PLAN may vary as necessary to accomplish the purpose of this CSA but may not exceed the TOTAL COST of **$896.00**.

Financial Point of Contact

RDG: (b)(6)

APHIS WS: Sandra Vinson, Budget Analyst — 717-236-9451, Phone

WS-ER (2-08)

COOPERATIVE SERVICE AGREEMENT

Agreement No.: 08 7242 9118 RA
Accounting Code: 873 7242 703

Between
Reading Regional Airport (RDG)
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 **$1,588** 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. **Reading Regional Airport** certifies that APHIS WS has advised **Reading Regional Airport** that there may be private sector service providers available to provide wildlife management services that **Reading Regional Airport** 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 7, 2008** and shall continue in effect until the completion, termination of the project or funding is expired. 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: **23-6050410**

(b)(6)
Reading Regional Airport
2501 Bernville Road
Reading, PA 19605
(610) 372-4666

(b)(6)
Cooperator's Signature

7/8/08
Date

USDA-APHIS-Wildlife Services
PO Box 60827
Harrisburg, PA 17106
(717) 236-9451

Harris Glass, State Director

7-18-08
Date

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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: Multiple Species.

Description of Damage: Human health and safety concerns and property loss associated with wildlife-aircraft collisions.

Location: Reading Regional Airport, Reading, Berks County, PA

Services Provided: USDA Wildlife Services (WS) will conduct three spotlight\evening surveys in order to document mammal use and other wildlife threats to aircraft within the Aircraft Operating Area (AOA). The surveys will be conducted at night with the use of a vehicle using spotlights, night vision, or forward looking infra-red (FLIR). The data collected will be presented in a follow up report to be used by the cooperator to make further wildlife management decisions and to enhance the wildlife management program that is currently in place.

WS will also provide the cooperator with a seven shot pyrotechnic pistol as requested.

The above WS activities are fully provided for in the PGC Bureau of Wildlife Protection (Depredation /Collecting) Permit and U.S. Fish and Wildlife Service Depredation Permit issued to the WS PA State Director. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

FINANCIAL PLAN

Personnel Costs	$795
Travel & Vehicle Usage	$225
Supplies & Equipment	$290
Uniform/ Capitalization	$ 66
Program Support	$212
TOTAL	**$1,588**

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **$1,588.**

Financial Point of Contact

Cooperator:	(b)(6)	
	<Name to call for billing questions>	Phone
APHIS WS:	Sandy Vinson Budget Analyst	(717) 236-9451 Phone

WS-ER (2-08)

COOPERATIVE SERVICE AGREEMENT

Agreement No.: 08 7242 9086RA
Accounting Code: 873 7242 811

Between

SPRING HILL AIRPORT

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 **$2,784.00** 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. Spring Hill Airport certifies that APHIS WS has advised the Spring Hill Airport that there may be private sector service providers able to provide wildlife management services that the Spring Hill Airport 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, 20008 and shall continue until November 1, 2008 or funding is expired. 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: **23-2828054**

(b)(6)
Seven Zero November, LLC & Lake Russell Properties, Inc.
P.O. Box 67
Sterling, PA 18463

(b)(6)

2-28-08
Date

USDA-APHIS-Wildlife Services
PO Box 60827
Harrisburg, PA 17106

(717) 236-9451

Harris Glass, State Director

3-13-08
Date

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 authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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: Canada geese

Description of Damage: Threats to human health and safety, aircraft, and property. The primary concern is the risk of bird-aircraft collisions involving Canada geese.

Location: Spring Hill Airport, Sterling, Wayne County, PA

Services Provided: USDA Wildlife Services (WS) will be available on an on-call basis to conduct integrated Canada goose management for Spring Hill Airport. Methods used if requested may include nest\egg removal, harassment, or lethal removal to supplement harassment.

The above WS activities are fully provided for in the PGC Bureau of Wildlife Protection (Depredation /Collecting) Permit and U.S. Fish and Wildlife Service Depredation Permit issued to the WS PA State Director. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

FINANCIAL PLAN

Personnel Costs	$1,602.00
Travel & Vehicle Usage	$ 500.00
Supplies & Equipment	$ 196.00
Uniform/ Capitalization	$ 115.00
Program Support	$ 371.00
TOTAL	$2,784.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **$2,784.00**.

Financial Point of Contact

Cooperator: (b)(6)

<Name to call for billing questions> Phone

APHIS WS: Sandy Vinson (717) 236-9451

Budget Analyst Phone

WS-ER (2/08)

Agreement No.: 08 7242 4229 RA
Accounting Code: 873 7242 026

COOPERATIVE SERVICE AGREEMENT (CSA)
between
BRADFORD REGIONAL AIRPORT (BFD)
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 BFD mutually agree:

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

   BFD: (b)(6)
   Bradford Regional Airport
   212 Airport Rd # E
   Lewis Run, PA 16738

   APHIS-WS: Harris Glass, State Director
   USDA APHIS WS
   PO Box 60827
   Harrisburg, PA 17106-0827

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 b (b)(6) or his/her designee, the State Director (WS) 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

BFD Agrees:

1. To authorize APHIS WS to provide technical assistance and direct control services to reduce wildlife hazards associated with mutually agreed upon wildlife species at the Bradford Regional Airport while developing a Wildlife Hazard Management Plan. These activities are defined in the WORK PLAN. APHIS WS will be considered an invitee on lands controlled by BFD. BFD 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 CSA up to but not exceeding the amount specified in FINANCIAL PLAN. BFD will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. BFD 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 BFD authorized individual whose responsibility shall be the coordination and administration of BFD 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. To provide APHIS WS appropriate resources and support necessary to independently conduct APHIS WS activities at the airport.

6. APHIS WS shall be responsible for administration and supervision of the program.

7. All equipment purchased for the program is and will remain the property of APHIS WS.

8. To coordinate with APHIS WS before responding to all media requests.

9. To obtain the appropriate state and Federal permits for removal activities and list USDA, APHIS, Wildlife Services as subpermitees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at BFD as described in the WORK and FINANCIAL PLANS.

2. Designate to BFD the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this agreement.

3. To bill BFD 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 BFD shall have the right to inspect and audit such records.

4. To coordinate with BFD before responding to all media requests.

5. Travel expenditures, if necessary, shall occur according to Federal Travel Regulations (Chapter 301), and travel allowances for lodging (hotel receipts shall be retained) and per diem (food and toll receipts shall not be retained, and the standard daily rate will be charged) rates listed will be charged.

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

BFD certifies that APHIS WS has advised BFD that there may be private sector service providers available to provide wildlife management services that BFD 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.

BFD Taxpayer Identification Number (TIN) 25-1186632

BRADFORD REGIONAL AIRPORT

By: (b)(6) 6/23/08
Date

Bradford Regional Airport
212 Airport Road #E
Lewis Run, PA 16738

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

By: 7-8-08
Date

Harris Glass, State Director
USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106-0827

By: 7/15/08
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 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

A wildlife hazard assessment (WHA) is a detailed scientific evaluation of wildlife hazard conditions at and near the airport, documented in a formal written report. WS completed a WHA for BFD in 2006. The WHA serves as the basis for the development of the airport's wildlife hazard management plan, as deemed necessary and appropriate by the airport and the Federal Aviation Administration. WHA activities, conducted by trained wildlife damage biologists/technician, consist of systematic wildlife and habitat surveys (on-site observations) and subsequent analysis. After review by the Federal Aviation Administration, it has been determined that a wildlife hazard management plan (WHMP) must be developed.

Planned USDA APHIS Wildlife Services Activities

APHIS WS will draft a "working" Wildlife Hazard Management Plan based on the results of the assessment completed two years ago. This document will provide BFD with supporting documentation necessary for FY09 AIP funds request, but will not be considered a final product (or submitted to the FFA for signature until) WS is able to validate the data collected during the assessment. Due to the time lag between the assessment and this request, WS will conduct a 12-month review (validation) of the data collected during the WHA at Bradford Regional Airport. WS will review: (1) the airport's wildlife strike/hazard history, (2) analysis of wildlife activity on the airport, based on wildlife surveys conducted approximately 2-4 times/month throughout the year, (3) information on wildlife activity at select sites within the airport's "critical zone," and (4) implementation or lack of implementation of WHA recommendations to prevent, eliminate, and/or minimize wildlife hazards to protect public safety. The analysis of wildlife activity on the airport will include a list of observed species and their legal status, species relative abundance, frequency, and activity on the airport and their relationship to the airport's habitats/landscape features, seasonal trends, and other pertinent biological information. The select sites within the airport's "critical zone" shall be those where aircraft on approach and departure are normally at or below 500 feet AGL (usually within 2 miles of the airport). BFD will receive the completed (final draft) Wildlife Hazard Management Plan within two months after the last survey date.

WS will conduct wildlife removal/harassment activities and Part 139 Wildlife Hazard Training as requested by the Director of Operations and with respect to funding availability within the contract.

Appropriate permits will be obtained by BFD and APHIS WS prior to nest/egg removal. The above APHIS WS activities are fully provided for by the Pennsylvania Game Commission, Bureau of Wildlife Protection, Special Use (Depredation/Collecting) Permit and the US Fish and Wildlife Service Depredation permit issued to the Director and/or the WS PA State Director. APHIS WS personnel will be available to provide technical assistance to BFD in deterring Canada geese and preventing other wildlife damage. APHIS WS will assist BFD in completing the annual report required by the US Fish and Wildlife Service. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of this program.

Effective Dates

The Cooperative Service Agreement shall commence on May 19, 2008 and shall expire on May 18, 2009.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$45,382
Vehicle Usage	$7,000
Supplies and Equipment	$1,824
Travel	$5,280
Uniform Capitalization Cost	$1,000
Program Support	$9,514
TOTAL	$70,000

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $70,000.00.

Financial Point of Contact

BFD: (b)(6)

APHIS-WS: Sandra Vinson 717-236-9451
Budget Analyst

Work and Financial Plans prepared by: C. Swope

WS-ER (5/07)

Agreement No.: 08 7242 8014 RA
Accounting Code: 873 7242 059

COOPERATIVE SERVICE AGREEMENT (CSA)
between
WASHINGTON COUNTY
WASHINGTON COUNTY AIRPORT (AFJ)
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this CSA is to conduct a direct control Wildlife Hazard Management Program for AFJ at 205 Airport Road, Washington, PA. APHIS WS will also conduct wildlife removal/harassment as directed by the Authority. WS activities are described in the attached WORK and FINANCIAL PLANS.

ARTICLE 2

APHIS WS has statutory 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), for the Secretary of Agriculture to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations and institutions in the control of wild mammals and birds that are reservoirs for zoonotic diseases and injurious or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife and public health and safety.

ARTICLE 3

APHIS WS and AFJ Mutually Agree:

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

   AFJ: (b)(6)
   Washington County Planning Commission
   100 West Beau Street, Suite 701
   Washington, PA 15301

   WS: Harris Glass, State Director
   USDA APHIS WS
   PO Box 60827
   Harrisburg, PA 17106-0827

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. Personnel authorized to attend meetings under this CSA shall be the Executive

3. Director or his/her designee, the State Director (WS) or her designee, and/or those additional persons authorized and approved by Authority and the State Director.

4. 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 CSA, to amend, modify, add or delete services from the WORK PLAN.

5. It is understood by all parties that simple documentation and identification of facts and needed control actions will not reduce wildlife hazards. Active hazard abatement measures must be implemented.

ARTICLE 4

AFJ Agrees:

1. To authorize APHIS WS to conduct direct control of wildlife hazards at the Washington County Airport. While on the airfield direct control of wildlife damage will be conducted by APHIS WS. These activities are defined in the WORK PLAN. APHIS WS will be considered an invitee on lands controlled by AFJ. AFJ 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 the full costs of this agreement within 30 days of completion of the project. If AFJ fails to provide full payment within that time, APHIS WS will access interest charges to unpaid balances.

3. To reimburse APHIS WS for costs of services provided under this CSA up to but not exceeding the amount specified in FINANCIAL PLAN. AFJ will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. AFJ ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

4. To designate to APHIS WS the AFJ authorized individual whose responsibility shall be the coordination and administration of AFJ activities conducted pursuant to this CSA.

5. 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.

6. To provide APHIS WS appropriate training and airport identification to independently conduct APHIS WS activities on the airport or to provide an approved vehicle and an airport staff guide to escort APHIS WS personnel/vehicles as reasonably required by FAA regulations.

7. APHIS WS shall be responsible for administration and supervision of the program.

8. All equipment purchased for the program is and will remain the property of APHIS WS.

9. To coordinate with APHIS WS before responding to all media requests.

10. To obtain the appropriate state and Federal permits for removal activities and list USDA, APHIS, Wildlife Services as subpermitees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at AFJ as described in the WORK and FINANCIAL PLANS, and to provide all resources necessary for accomplishment of the program (except those items AFJ agrees to provide as specified in Article 4), including personnel, equipment, supplies, and other support materials.

2. Designate to AFJ the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this CSA.

3. To bill AFJ for reimbursement of the actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the WORK PLAN within 30 days of completion of this CSA. 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 CSA and AFJ shall have the right to inspect and audit such records.

4. To coordinate with AFJ prior to issuing any news release, advertisement, or literature of any kind or permitting the issuance of any news release, advertisement, or literature of any kind which refers to AFJ or the services performed under this CSA. APHIS WS shall not issue any such release, advertisement, or literature without the express prior approval of AFJ, its Airport Director, or her/his designee.

ARTICLE 6

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

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this CSA 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 CSA 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 CSA 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 CSA.

ARTICLE 10

AFJ certifies that APHIS WS has advised the AFJ that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, AFJ requests that APHIS WS provide wildlife management services as stated under the terms of this agreement.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this CSA 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 CSA may be amended at any time by mutual agreement of the parties in writing. Also, this CSA 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 30 days prior to effecting such action. The length of notice for unilateral termination may be longer or shorter if necessary. Further, in the event AFJ does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this CSA.

ATTEST:

(b)(6)

per minute # 827
dated 12-20-07

WASHINGTON COUNTY AIRPORT:

By: (b)(6) _____ Date
Board of Commissioners

By: (b)(6) _____ Date
Board of Commissioners

By: (b)(6) _____ Date
Board of Commissioners

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.

Washington County Airport Taxpayer Identification Number (TIN) 25-6001043

Approved as to Form:

P (b)(6) _____ Date

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

By: _____ 1-27-08
Date
Harris Glass, State Director
USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106-0827

By: Debra S. Dist _____ 2/5/08
Date
for Charles S. Brown, E Regional Director
USDA APHIS WS
920 Main Campus Dr., Suite 200
Raleigh, NC 27606

WORK PLAN FOR A DIRECT CONTROL WILDLIFE HAZARD MANAGEMENT PROGRAM UNDER A COOPERATIVE SERVICE AGREEMENT
between
WASHINGTON COUNTY AIRPORT AUTHORITY
WASHINGTON COUNTY AIRPORT
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 (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 WS Program Final Environmental Impact Statement. 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

An ongoing, operational (direct control) Wildlife Hazard Management Program will provide the greatest practical level of protection of aircraft and human safety from the hazards associated with wildlife-aircraft collisions at AFJ by reducing the presence and activity of wildlife on and immediately surrounding Airport property. The threat to aircraft and human safety exist through the presence of white-tailed deer, foxes, coyotes, woodchucks, starlings, vultures, hawks, blackbirds, crows and other migratory birds. Increasing trends in the populations of these wildlife species have been documented and can be expected to continue. Continued operational efforts to reduce the presence and activity of these and other wildlife species are necessary to substantially reduce the potential for subsequent wildlife-aircraft collisions.

Planned USDA APHIS Wildlife Services Activities

APHIS WS biologists/technicians, who have been trained to provide airport safety assistance, will continue to assist in the conduct of operational wildlife hazard management activities at the Airport throughout the year or until funds are exhausted. APHIS WS personnel will assist AFJ with:

(a) conducting wildlife harassment/frightening patrols responding immediately to reported or observed wildlife presence/activity, utilizing non-lethal techniques (including but not limited to pyrotechnics, recorded stress calls and/or other electronic noise harassment, chasing with vehicles) as well as lethal techniques (including but not limited to shooting and trapping/humane destruction) when appropriate and necessary to reinforce frightening/harassment techniques (removal of wildlife no longer responsive to harassment) or to immediately remove an imminent threat to aviation safety,

(b) providing oversight and assistance in the application of visual and audible deterrents and chemical repellents and in the implementation of habitat modification and exclusion measures,

(c) coordinating and assisting in the training of participating AFJ personnel with regard to bird and mammal identification, frightening/harassment techniques, equipment handling/safety procedures, and routine data collection.

Wildlife control activities are fully provided for in the Pennsylvania Game Commission Bureau of Wildlife Protection Special Purpose (Depredation/Collecting) Permit and/or USF&WS Depredation Permit issued to the PA Wildlife Services State Director and/or AFJ. APHIS WS personnel will use firearms aided with spotlights, night vision devices, forward looking infrared, and other specialized equipment to remove deer, and other potentially hazardous wildlife from AFJ as necessary and as directed by the Authority, in conjunction with ongoing efforts by airport operations/maintenance personnel. Activities will be conducted day and night, with regular and overtime hours worked as necessary to accomplish the objectives of the program. Edible meat will be processed and donated to a charitable food distribution organization or as otherwise directed by Pennsylvania Game Commission Wildlife Conservation Officers whenever possible and reasonable.

Effective Dates

The CSA shall commence on **January 01, 2008**, and shall expire no later than **December 31, 2008**. If funds (outlined in the FINANCIAL PLAN) are exhausted before December 31, 2008 an amendment will be necessary to ensure continued wildlife hazard management on the airport.

FINANCIAL PLAN FOR A DIRECT CONTROL WILDLIFE HAZARD MANAGEMENT PROGRAM UNDER A COOPERATIVE SERVICE AGREEMENT
between
WASHINGTON COUNTY AIRPORT AUTHORITY
WASHINGTON COUNTY AIRPORT
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Personnel Costs	$25,352
Vehicle Usage	$4,800
Supplies and Equipment (ammunition, batteries, pyrotechnics, etc)	$3,177
Uniform Capitalization Cost	$1,000
Program Support	$3,383

TOTAL COST.....$39,713.00

The distribution of the Budget from this project FINANCIAL PLAN may vary as necessary to accomplish the purpose of this CSA but may not exceed $39,713.00.

Financial Point of Contact

AFJ: (b)(6)

APHIS WS: Sandra Vinson 717-236-9451
Budget Analyst

WS-ER (5/07)

Agreement No.: 08 7242 4448 RA
Accounting Code: 873 7242 065

COOPERATIVE SERVICE AGREEMENT

Between

LEHIGH NORTHAMPTON AIRPORT AUTHORITY, (AUTHORITY)

And

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

ARTICLE 1

The purpose of this agreement is to facilitate USDA/APHIS/WS in providing the AUTHORITY with the requested service of conducting a two phase program, the 1st phase being an update of the Wildlife Hazard Assessment (WHA) and implementation of wildlife control measures as per Federal Aviation Regulations Part 139.337.

The second phase of the program is to prepare an update of the Wildlife Hazard Management Plan (WHMP) and continue training AUTHORITY personnel to implement wildlife control measures as per Federal Aviation Regulations Part 139.337. A WHMP is a document that describes the responsibilities, policies, and procedures to reduce wildlife hazards at the airport.

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 AUTHORITY mutually agree:

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

   AUTHORITY:
   (b)(6)
   Lehigh Northampton Airport Authority
   3311 Airport Road
   Allentown, PA 18109

   APHIS-WS:
   Harris Glass, State Director
   USDA, APHIS, WS
   PO Box 60827
   Harrisburg, PA 17106

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 the Executive Director or his/her designees, the State Director or his/her designees, and/or those additional persons authorized and approved by the Deputy Executive Director and the APHIS-WS 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

AUTHORITY Agrees:

1. To authorize APHIS-WS to conduct direct control wildlife hazard activities supervised/escorted and unsupervised/unescorted to reduce human health and safety risks and property damage associated with Lehigh Northampton Airport Authority facilities. These activities are defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by Lehigh Northampton Airport Authority. Lehigh Northampton Airport Authority will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas that are, or would be considered as, extraordinary to the baseline airfield operating environment and thus unable to be reasonably anticipated based on the training and experience of the APHIS-WS personnel assigned to carry out duties pursuant to this Agreement.

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). AUTHORITY will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The 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 Lehigh Northampton Airport 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 APHIS-WS employees assigned to this program.

6. All equipment purchased for the program is and will remain the property of APHIS-WS.

7. To be the sole party responsible for handling any and all media or other public or private requests pertaining to this Agreement, its activities and work products and to coordinate with APHIS-WS before responding to these requests.

8. To obtain the appropriate permits for removal activities for hazardous wildlife species and list USDA/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 AUTHORITY facilities as described in the Work and Financial Plans.

2. Designate to the 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 Lehigh Northampton Airport Authority for reimbursement of the actual costs incurred by USDA/APHIS/WS during the performance of services agreed upon and specified in the Work Plan. USDA/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 AUTHORITY shall have the right to inspect and audit such records as per the standard requirements set forth in the Federal Aviation Administration Sponsors Assurances that are incorporated by reference as the project is to be funded by a grant or grants from the Airport Improvement Program.

4. To immediately refer any and all forms of media, public or private entity or individual requests for interviews or any information concerning this Agreement, its activities and work products, directly to the AUTHORITY for response without exception and to make no separate announcements or disclosures to the media, public or private entities or individuals concerning this Agreement, its activities and work products.

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 upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

ARTICLE 7

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 (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, as well as AUTHORITY 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

AUTHORITY certifies that APHIS-WS has advised AUTHORITY that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, AUTHORITY requests that APHIS-WS provide wildlife management services as stated under the terms of this Agreement.

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, which will be accomplished in a timely manner and not be unreasonably withheld.

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.

Lehigh Northampton Airport Authority:

BY (b)(6) 12-18-07
Date

3311 Airport Road
Allentown, PA 18109

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.

Lehigh Northampton Airport Authority Employer Identification Number (EIN) 23-6002608

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

BY: _____ 12-26-07
Date

Harris Glass, State Director
USDA, APHIS, WS
PO Box 60827
Harrisburg, PA 17106

BY: _____ 1/4/08
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 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

A. Need for Assistance

In accordance with Federal Aviation Administration requirements, the Lehigh Northampton Airport Authority (Authority) has requested assistance to update the Lehigh Valley International Airport (LVIA) Wildlife Hazard Assessment (WHA) and Wildlife Hazard Management Plan (WHMP); implementation of wildlife control measures and; training of airport personnel to manage wildlife to alleviate threats 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.

WS will be working from a Cooperative Service Agreement, to conduct an update of the LVIA WHA, WHMP, and training of AUTHORITY personnel from January 2008 through August 2010.

The purpose of the WHA is to develop a detailed evaluation of wildlife hazard conditions at LVIA. The WHA is conducted by means of systematic data collection through on-site observations and surveys, and data analysis. The WHA update will be the basis for developing revisions to the WHMP.

A WHMP is a document that describes the responsibilities, policies, and procedures to reduce wildlife hazards at LVIA. It provides guidelines and action plans to accomplish prioritized wildlife hazard management objectives. AUTHORITY has requested that WS conduct training on how to identify and alleviate wildlife damage as it related to threats and damage to aviation, and property damage to aircraft, equipment, tools, and supplies in warehouses and hangars. This training will be consistent with the techniques included in the WHMP. The training will be conducted by WS personnel knowledgeable with the various management methods outlined in the WHMP.

B. Objectives

Phase 1: Wildlife Hazard Assessment

Wildlife Services (WS) will conduct a 12-month WHA of LVIA and lands surrounding the airport with a wildlife damage biologist knowledgeable of the WHA procedure. The data collected during the assessment will provide new information on wildlife hazards.

The objectives of this phase will be to:

1. Conduct an update to the WHA as prescribed by WS, of Lehigh Valley International Airport that documents the biology and ecological relationships of wildlife populations present on or around the lands surrounding LVIA. 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 or near the airport that may attract wildlife will be compiled. Detailed observations and descriptions of wildlife hazards to aircraft operations will be noted.

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 LVIA. The report will be written such that it can be incorporated into the WHMP at the discretion of the AUTHORITY.

3. Implement wildlife control measures to reduce specific bird and mammal threats to aviation safety and coordinate effective solutions (Species of concern include white-tailed deer, coyotes, gray fox, raptors, vultures, waterfowl, Eastern meadowlarks, starlings and blackbirds, etc.).

4. The WS wildlife damage biologist will present specific information relating to wildlife hazards at LVIA exclusively to AUTHORITY personnel as designated by the Executive Director.

5. Provide technical assistance, wildlife 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 update at LVIA.

Phase 2: Wildlife Hazard Management Plan

Wildlife Services (WS) will conduct activities related to the WHMP and implement wildlife management activities provided in the pending LVIA WHA. Activities will include training, wildlife control, habitat management, and wildlife monitoring over a 12-month period.

The objectives of this phase would be to:

1. WS will 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 (Species of concern include white-tailed deer, coyotes, raptors, turkey vultures, waterfowl, Eastern meadowlarks, wild turkeys, crows, wading birds (egrets and herons), starlings and blackbirds).

2. Provide technical assistance, wildlife control measures, education, and scientific research capability and under the direction of the AUTHORITY liaison with local, state, and federal regulatory agencies as part of a comprehensive wildlife hazard management program at LVIA.

3. Continue wildlife surveys on LVIA that document the biology and ecological relationships of wildlife populations present on or around the lands surrounding LVIA. 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 or near LVIA that may attract wildlife will be compiled. Detailed observations and descriptions of wildlife hazards to aircraft operations will be noted.

4. Participate in and advise the AUTHORITY'S Wildlife Hazard Group at LVIA. The WS wildlife damage biologist would present specific information relating to wildlife hazards at LVIA.

5. Under the direction and at the request of the AUTHORITY, assist with formulation of capital improvement projects specifically relating to wildlife and habitat management issues.

C. Approach

WILDLIFE HAZARD ASSESSMENT (Phase 1)

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. WS will monitor wildlife populations and their movements to determine the status of species in order to analyze wildlife factors contributing to wildlife hazards. This update to the WHA is to be conducted over the length of a year to fully assess seasonal effects on wildlife behavior. This information will be used to develop a comprehensive revision to the 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. Results of monthly data analyses will be provided to the AUTHORITY upon request. Data will be analyzed and a final report will be developed in collaboration with the AUTHORITY and tentatively scheduled for completion during the 1st two months of the second year of this Cooperative Service Agreement.

Birds

A systematic random sample experimental design will be used to sample birds at observation sites spaced equidistant about 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.

Mammals

Counts of mammalian species will be conducted monthly to obtain an index of mammal abundance on and around the base. Spotlight counts will be conducted two nights per month. Technical assistance will be provided on managing mammals if a wildlife hazard is perceived. Wildlife control measures will be recommended if warranted, and implemented by WS after obtaining prior consent from the AUTHORITY.

If WS determines that mammal species constitute a wildlife hazard, WS will assist AUTHORITY in developing management programs specific to the hazard species. These programs would incorporate any existing program (i.e., hunting or other) designed to manage the population on airport property. If appropriate, activities will be performed by WS in cooperation with Pennsylvania Game Commission personnel to collect wildlife demographic information to the extent that these activities do not interfere with the primary objectives and activities of the WS under this Agreement.

If the presence of raptors and owls is noted, a small mammal trapping study will be conducted to identify the occurrence and composition of these populations. Data collected will be used similarly as discussed in the previous paragraph.

Habitat Assessment

The WS biologist will examine land features (e.g., brushy areas, natural water areas, man-made water impoundments, perch trees, etc.) on and around LVIA to ascertain if they constitute or contribute to wildlife hazard conditions. The 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.).

WILDLIFE HAZARD MANAGEMENT PLAN (Phase 2)

In an effort to identify new wildlife-related hazards and monitor existing hazards identified during the WHA update at LVIA, WS will continue wildlife and habitat monitoring during the initial implementation of the revised WHMP. This monitoring effort will be use the same methodology as specified in Phase 1 but occur in a reduced capacity as compared to the formal WHA, but in a way as to provide data, which can be compared to or incorporated into the WHA database.

WILDLIFE CONTROL MEASURES

Wildlife control measures will be used to protect human health and safety and property by using an integrated wildlife damage management approach which relies on using any and all practical methods to alleviate wildlife damage while minimizing environmental impacts. The following are examples of measures that will be used on identified species upon approval by AUTHORITY'S Executive Director. Other methods may be necessary depending on the species observed at the site or the effectiveness of techniques listed below.

The following description of species and their control methods will be illustrated and trained to airport personnel by WS Biologist on how to manage them for air carrier safety.

Waterfowl

Waterfowl will be removed from LVIA to protect aircraft operations. Waterfowl may be harassed with pyrotechnics/propane cannons, and also shot to reinforce harassment.

Rock Doves (pigeons), English Sparrows, European Starlings

Pigeons, English sparrows, and European starlings will be removed from AUTHORITY-managed structures and buildings as necessary by trapping with bird traps, shooting with air rifles, or applying registered toxicants and repellents.

Deer

Deer will be removed from LVIA to protect aircraft operations. Deer will be removed from the AOA using sharpshooting.

Medium-sized Mammals, Including Coyotes and Fox

Over abundant populations of all medium-sized mammals in the AOA will be removed to protect human safety and aircraft operations. They will be removed by trapping, sharpshooting, and harassment.

Beaver

Beaver activity will be surveyed monthly to detect rising water levels that may attract numerous species of unwanted wildlife and insects as well as damage roads and timber from flooding. Beaver will be removed from LVIA by trapping and shooting.

Rabbits

Rabbits will be removed by shooting and trapping if hawks and other predators are determined to be attracted because of their abundance. Habitat alteration will be recommended at LVIA where practical to eliminate rabbit habitat.

Turkeys

Turkeys will be removed by shooting. Turkeys may be harassed with pyrotechnics/propane cannons, and also shot to reinforce harassment.

Raptors

Raptors will be removed from the airport to protect aircraft operations. Raptors may be harassed with pyrotechnics/propane cannons, shot to reinforce harassment, or trapped using various techniques.

Wading Birds

Wading Birds will be removed from LVIA to protect aircraft operations. Wading Birds may be harassed with pyrotechnics/propane cannons, and also shot to reinforce harassment.

Other Species

Other nuisance species (including, but not limited to, feral dogs, feral cats, skunks, and bats) will be removed or relocated from buildings or structures as needed. Recommendations will be provided to the AUTHORITY to reduce attractiveness of site or exclude damage causing species.

SAFETY

WS will conduct operations in accordance with AUTHORITY safety, security, and environmental regulations and procedures. All other safety requirements of WS, the FAA, and AUTHORITY will be met by WS.

OTHER ACTIVITIES

Technical assistance to alleviate wildlife damage will be provided to the AUTHORITY as necessary or as requested. Wildlife control measures will be prioritized by the biologist, with aviation safety given the highest priority. Other wildlife control measures will be implemented as resources and time allow. Wildlife control measures may include population reduction, exclusion, harassment, repellents, and habitat alteration.

While conducting wildlife damage control as stated in the work plan above, WS will provide assistance to address wildlife frequenting the Queens City Airport and Braden Airpark as requested by the AUTHORITY.

At the direction of the AUTHORITY, WS will work with adjacent landowners to reduce the local threat of wildlife species when it benefits LVIA.

TRAINING

WS will provide training to AUTHORITY personnel about identifying wildlife, managing wildlife at airfields, identifying wildlife habitat, and how to collect and report wildlife strikes. Training will consist of structured classes, airfield tours, or impromptu instructional session if wildlife threats are observed.

D. Results and Benefits Expected

AUTHORITY will receive far-reaching benefits from the presence of a WS biologist.

Expected benefits include:

1. Improved response to 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. Seasonal and behavioral activity of wildlife.
7. Habitat locations that attract wildlife in relation to the airport for a period of two years.

A WS biologist with expertise in wildlife management at LVIA will allow for identification of alternative to resolve wildlife conflicts and prompt implementation of methods to alleviate wildlife hazards. The WS will also provide educational programs to train AUTHORITY personnel in alleviating wildlife hazards, recommendations to reduce wildlife attractants on construction projects, and contact with appropriate state and federal agencies for permits related to the management of wildlife conflicts.

E. Resources Required

A WS wildlife damage biologist will conduct the activities described in this agreement. An additional WS employee will assist with spotlight counts and some wildlife control measures. Approximately 2.4 staff-years will be required to complete the activities described in this agreement.

AUTHORITY will appoint an individual as a point of contact. AUTHORITY will provide logistical support (e.g., access to areas, training when applicable, etc.). The WS biologist will complete all necessary training and coordinate with appropriate personnel to maintain training requirements of the AUTHORITY, FAA and TSA during the period of work.

F. Procurement and Office Space

Purchase of supplies, equipment, and miscellaneous needs including salaries will be made by WS as outlined under the financial plan. Additionally all expenditures will be processed through WS's administrative system as described in the financial plan.

AUTHORITY will provide office space, phone service, and access to copiers, and fax machines for the WS biologist. WS will provide a vehicle properly equipped for operation within the AOA and the movement/non-movement areas of LVIA, necessary office supplies, and necessary field supplies such as binoculars, spotting scope, range finder, traps, ammunition, air to ground radio and rotating beacon.

G. Stipulations and Restrictions

WS activities under this cooperative service agreement will be limited to the LVIA site, surrounding area, and other sites mentioned in this agreement. Techniques will be environmentally sound, safe, and selective. All program activities will correspond with applicable local, state, and federal laws and AUTHORITY Rules 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 USDA/APHIS/WS. This work plan may be amended at any time by mutual agreement of the parties in writing. Also, this work plan 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. The length of notice for unilateral termination may be longer or shorter if necessary. In the event AUTHORITY does not, for any reason, deposit necessary funds, USDA/APHIS/WS is relieved of the obligation to continue operations under this work plan.

H. Reports

WS will be responsible for the preparation of all required reports to document work activities (i.e., individual site reports, scientific study, etc.) and periodic progress reports to be provided exclusively to AUTHORITY. Under the direction of the AUTHORITY, WS will also be responsible for completing reports associated with the United States Fish and Wildlife Service (USFWS) and Pennsylvania Game Commission (PGC) yearly renewable depredation permits. WS will also aid AUTHORITY to obtain any necessary permits that may be required to conduct wildlife management activities. WS will not release ant reports or notify any outside party as to the status or availability of reports associated with this Agreement. Any document related to the Agreement is to be considered a work product of the AUTHORITY.

Effective Dates

The cooperative agreement shall become effective on January 2, 2008, and shall expire on August 31, 2010.

ATTACHMENT B
FINANCIAL PLAN

	Year 1 (12 months)	Year 2 (12 months)
Personnel Costs	70,955	75,120
Vehicle Usage	6,160	6,160
Supplies	5,445	2,445
Travel	2,500	1,500
Uniform Capitalization	1,000	1,000
Program Services	13,737	13,764
GRAND TOTALS	$99,797	$99,989

Please note: 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 $99,797 for the 1st year and $99,989 for the 2nd year.

This is a reimbursable agreement which will be billed quarterly (Lehigh Northampton Airport Authority will only be billed for the costs related to activities performed under this agreement up to but not exceeding the total amount).

Any property purchased with agreement funds shall remain the property of USDA/APHIS/WS upon termination or completion of this agreement.

Financial Point of Contact

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

APHIS, WS: Sandy Vinson (717) 236-9451
Budget Analyst Phone

WS-ER (5/07)

Agreement No.: 08 7242 4231 RA
Accounting Code: 873 7242 441

COOPERATIVE SERVICE AGREEMENT (CSA)
between
ALLEGHENY COUNTY AIRPORT AUTHORITY
ALLEGHENY COUNTY AIRPORT (AGC)
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this CSA is to conduct a direct control Wildlife Hazard Management Program for AGC at 12 Allegheny County Airport, West Mifflin, PA. APHIS WS will also conduct wildlife removal/harassment as directed by the Airport Director. WS activities are described in the attached WORK and FINANCIAL PLANS.

ARTICLE 2

APHIS WS has statutory 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), for the Secretary of Agriculture to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations and institutions in the control of wild mammals and birds that are reservoirs for zoonotic diseases and injurious or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife and public health and safety.

ARTICLE 3

APHIS WS and AGC Mutually Agree:

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

   AGC: (b)(6)
   Allegheny County Airport
   12 Allegheny County Airport, Suite I
   West Mifflin, PA 15122-2656

   WS: Harris Glass, State Director
   USDA APHIS WS
   PO Box 60827
   Harrisburg, PA 17106-0827

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. Personnel authorized to attend meetings under this CSA shall be the Airport

Director (AGC) or his/her designee, the State Director (WS) or her designee, and/or those additional persons authorized and approved by the Airport Director and the State Director.

3. 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 CSA, to amend, modify, add or delete services from the WORK PLAN.

4. It is understood by all parties that simple documentation and identification of facts and needed control actions will not reduce wildlife hazards. Active hazard abatement measures must be implemented.

ARTICLE 4

AGC Agrees:

1. To authorize APHIS WS to conduct direct control of wildlife hazards at the Allegheny County Airport. While on the airfield direct control of wildlife damage will be conduct by APHIS WS. These activities are defined in the WORK PLAN. APHIS WS will be considered an invitee on lands controlled by AGC. AGC 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 the full costs of this agreement within 30 days of completion of the project. If AGC fails to provide full payment within that time, APHIS WS will access interest charges to unpaid balances.

3. To reimburse APHIS WS for costs of services provided under this CSA up to but not exceeding the amount specified in FINANCIAL PLAN. AGC will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. AGC ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

4. To designate to APHIS WS the AGC authorized individual whose responsibility shall be the coordination and administration of AGC activities conducted pursuant to this CSA.

5. 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.

6. To provide APHIS WS appropriate training and airport identification to independently conduct APHIS WS activities on the airport or to provide an approved vehicle and an airport staff guide to escort APHIS WS personnel/vehicles as reasonably required by FAA regulations.

7. APHIS WS shall be responsible for administration and supervision of the program.

8. All equipment purchased for the program is and will remain the property of APHIS WS.

9. To coordinate with APHIS WS before responding to all media requests.

10. To obtain the appropriate state and Federal permits for removal activities and list USDA, APHIS, Wildlife Services as subpermitees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at AGC as described in the WORK and FINANCIAL PLANS, and to provide all resources necessary for accomplishment of the program (except those items AGC agrees to provide as specified in Article 4), including personnel, equipment, supplies, and other support materials.

2. Designate to AGC the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this CSA.

3. To bill AGC for reimbursement of the actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the WORK PLAN within 30 days of completion of this CSA. 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 CSA and AGC shall have the right to inspect and audit such records.

4. To coordinate with AGC prior to issuing any news release, advertisement, or literature of any kind or permitting the issuance of any news release, advertisement, or literature of any kind which refers to AGC or the services performed under this CSA. APHIS WS shall not issue any such release, advertisement, or literature without the express prior approval of AGC, its Airport Director, or her/his designee.

ARTICLE 6

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

ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this CSA 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). The City or Township, and their officers, agents or employees reserve the same rights and remedies under the Pennsylvania Political Subdivision

Tort Claims Act, 42 Pa. C.S.A. 8451 et. seq, as amended. The parties acknowledge and agree that the aforesaid provisions of the Pennsylvania Political Subdivision Tort Claims Act do not supercede the Federal Tort Claims Act.

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 CSA 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 CSA 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 CSA.

ARTICLE 10

AGC certifies that APHIS WS has advised the AGC that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, AGC requests that APHIS WS provide wildlife management services as stated under the terms of this agreement.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this CSA 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 CSA may be amended at any time by mutual agreement of the parties in writing. Also, this CSA 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. The length of notice for unilateral termination may be longer or shorter if necessary. Further, in the event AGC does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this CSA.

ALLEGHENY COUNTY AIRPORT:

B (b)(6) 12/5/07
Date

Allegheny County Airport
12 Allegheny County Airport, Suite I
West Mifflin, PA 15122-2656

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.

Allegheny County Airport Taxpayer Identification Number (TIN) 25-1843496

Approved as to Form:

Per: _____ 12/14/07
Counsel Date

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

By: _____ 12-26-07
Harris Glass, State Director Date
USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106-0827

WORK PLAN FOR A DIRECT CONTROL WILDLIFE HAZARD MANAGEMENT PROGRAM UNDER A COOPERATIVE SERVICE AGREEMENT
between
ALLEGHENY COUNTY AIRPORT AUTHORITY
ALLEGHENY COUNTY AIRPORT
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 (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 WS Program Final Environmental Impact Statement. 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

An ongoing, operational (direct control) Wildlife Hazard Management Program will provide the greatest practical level of protection of aircraft and human safety from the hazards associated with wildlife-aircraft collisions at AGC by reducing the presence and activity of wildlife on and immediately surrounding Airport property. The threat to aircraft and human safety exist through the presence of white-tailed deer, foxes, coyotes, woodchucks, starlings, vultures, hawks, blackbirds, crows and other migratory birds. Increasing trends in the populations of these wildlife species have been documented and can be expected to continue. Continued operational efforts to reduce the presence and activity of these and other wildlife species are necessary to substantially reduce the potential for subsequent wildlife-aircraft collisions.

Planned USDA APHIS Wildlife Services Activities

APHIS WS biologists/technicians, who have been trained to provide airport safety assistance, will continue to assist in the conduct of operational wildlife hazard management activities at the Airport throughout the year. APHIS WS personnel will assist AGC Operations/maintenance personnel with:

(a) conducting wildlife harassment/frightening patrols responding immediately to reported or observed wildlife presence/activity, utilizing non-lethal techniques (including but not limited to pyrotechnics, recorded stress calls and/or other electronic noise harassment, chasing with vehicles) as well as lethal techniques (including but not limited to shooting and trapping/humane destruction) when appropriate and necessary to reinforce frightening/harassment techniques (removal of wildlife no longer responsive to harassment) or to immediately remove an imminent threat to aviation safety,

(b) providing oversight and assistance in the application of visual and audible deterrents and chemical repellents and in the implementation of habitat modification and exclusion measures,

(c) collecting and analyzing wildlife observation/strike data and assisting in the conduct of wildlife surveys, and

(d) coordinating and assisting in the training of participating AGC personnel with regard to bird and mammal identification, frightening/harassment techniques, equipment handling/safety procedures, and routine data collection.

Wildlife control activities are fully provided for in the Pennsylvania Game Commission Bureau of Wildlife Protection Special Purpose (Depredation/Collecting) Permit and/or USF&WS Depredation Permit issued to the PA Wildlife Services State Director and/or AGC. APHIS WS personnel will use firearms aided with spotlights, night vision devices, forward looking infrared, and other specialized equipment to remove deer, and other potentially hazardous wildlife from AGC as necessary and as directed by the Airport Director, in conjunction with ongoing efforts by airport operations/maintenance personnel. Activities will be conducted day and night, with regular and overtime hours worked as necessary to accomplish the objectives of the program. Edible meat will be processed and donated to a charitable food distribution organization or as otherwise directed by Pennsylvania Game Commission Wildlife Conservation Officers whenever possible and reasonable.

Effective Dates

The CSA shall commence on January 1, 2008 and shall expire no later than December 31, 2008.

FINANCIAL PLAN FOR A DIRECT CONTROL WILDLIFE HAZARD MANAGEMENT PROGRAM UNDER A COOPERATIVE SERVICE AGREEMENT
between
ALLEGHENY COUNTY AIRPORT AUTHORITY
ALLEGHENY COUNTY AIRPORT
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Personnel Costs	$8,815
Vehicle Usage	$2,080
Supplies and Equipment (ammunition, batteries, pyrotechnics, etc)	$1,495
Uniform Capitalization Cost	$615
Program Support	$1,995

TOTAL COST.....**$15,000.00**

The distribution of the Budget from this project FINANCIAL PLAN may vary as necessary to accomplish the purpose of this CSA but may not exceed **$15,000.00**.

Financial Point of Contact

AGC: (b)(6)

APHIS WS: Sandra Vinson 717-236-9451
Budget Analyst

WS-ER (5/07)

Agreement No.: 08 7242 2816 RA
Accounting Code: 873 7242 705

COOPERATIVE SERVICE AGREEMENT
between
SUSQUEHANNA AREA REGIONAL AIRPORT AUTHORITY (SARAA)
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 conduct an operational wildlife hazard management program to prevent/minimize the threat to human health and safety and aircraft damage.

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) for the Secretary of Agriculture to cooperate with States, individuals, public and private agencies, organizations, and institutions in the control of wild mammals and birds that are reservoirs for zoonotic diseases or are injurious or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and public health and safety.

ARTICLE 3

APHIS WS and SARAA Mutually Agree:

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

SARAA: Director of Aviation
Susquehanna Area Regional Airport Authority
One Terminal Drive, Suite 300
Middletown, PA 17057

WS: Harris Glass, State Director
USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106-0827

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 the Director of Aviation of SARAA or his/her designee, the State Director (WS) or his designee, and/or those additional persons authorized and approved by the Director of Aviation and the State Director.

PAID 1/2/08

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

SARAA Agrees:

1. To authorize APHIS WS to conduct direct control wildlife damage management activities to reduce property damage and threats to human health and safety. These activities are defined in the Work Plan (Attachment A). WS will be considered an invitee on the lands controlled by SARAA. SARAA will be required to exercise reasonable care to warn WS as to any known 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 Financial Plan, (Attachment B). SARAA 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 SARAA authorized individual whose responsibility shall be the coordination and administration of SARAA 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 respond to all media requests. WS will assist SARAA in responding to public and/or media inquiries requiring technical information regarding activities conducted under this Agreement.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at SARAA as described in the Work and Financial Plans, and to provide all resources necessary for accomplishment of the Program (except those items SARAA agrees to provide as specified in Article 4), including personnel, equipment, supplies, and other support materials.

2. Designate to SARAA the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill SARAA for reimbursement of the 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 SARAA shall have the right to inspect and audit such records. APHIS WS will make an accounting of funds contributed by SARAA annually and upon termination of this agreement.

4. To coordinate with SARAA prior to issuing any news release, advertisement, or literature of any kind or permitting the issuance of any news release, advertisement, or literature of any kind which refers to SARAA or the services performed under this Agreement. APHIS WS shall not issue any such release, advertisement, or literature without the express prior approval of SARAA, its Director of Aviation, or his/her designee.

5. SARAA shall have the right to use or permit the use of all estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, computations and other papers of any type whatsoever, whether in the form of writing, figures, or delineations, or any ideas or methods represented by them, which are prepared or compiled in connection with this Agreement, for any purpose and at any time without other compensation than that specifically provided herein.

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 upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

ARTICLE 7

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 (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 there from.

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.

IN WITNESS WHEREOF, SARAA has caused this Agreement to be executed on its behalf by its Director of Aviation, and APHIS WS has caused this Agreement to execute on its behalf, as of the date of signature.

SUSQUEHANNA AREA REGIONAL AIRPORT AUTHORITY

BY (b)(6) 11.26.07

Signature Date

Director of Aviation
Susquehanna Area Regional Airport Authority
One Terminal Drive, Suite 300
Middletown, PA 17057

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.

SARAA Taxpayer Identification Number (TIN) 23-2927440

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

BY: _____ 12-7-07

Harris Glass, State Director Date
USDA, APHIS, WS
PO Box 60827
Harrisburg, PA 17106-0827

ATTACHMENT A
WORK PLAN FOR THE CONDUCT OF A DIRECT CONTROL
WILDLIFE DAMAGE MANAGEMENT PROGRAM
UNDER A COOPERATIVE SERVICE AGREEMENT
between
SUSQUEHANNA AREA REGIONAL AIRPORT AUTHORITY (SARAA)
and
USDA APHIS WILDLIFE SERVICES (WS)

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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

An ongoing, operational (direct control) Wildlife Hazard Management Program will provide the greatest practical level of protection of aircraft and human safety from the hazards associated with wildlife-aircraft collisions at the Harrisburg International Airport, Capital City Airport, Gettysburg Airport, and Franklin County Airport by reducing the presence and activity of wildlife on and immediately surrounding Airport properties. The threat to aircraft and human safety has been demonstrated by recent wildlife-aircraft collisions involving white-tailed deer, Canada geese, gulls and other birds. Increasing trends in the populations of these wildlife species have been documented and can be expected to continue. Continued operational efforts to reduce the presence and activity of these and other wildlife species are necessary to substantially reduce the potential for subsequent wildlife-aircraft collisions.

Planned USDA APHIS Wildlife Services Activities

APHIS WS biologists/technicians, who have been trained to provide airport wildlife damage management, will continue to assist in the conduct of operational wildlife hazard management activities at the Airports. A Wildlife Biologist/Technician will be assigned to the airport on a part-time basis throughout the year. Control efforts will be focused at MDT and the biologist/technician will be available per request from SARAA Operations personnel to conduct direct control activities at Capital City Airport, Gettysburg Airport, and Franklin County Airport. APHIS WS personnel will assist SARAA Operations personnel in:

ATTACHMENT A
WORK PLAN FOR THE CONDUCT OF A DIRECT CONTROL
WILDLIFE DAMAGE MANAGEMENT PROGRAM
UNDER A COOPERATIVE SERVICE AGREEMENT
between
SUSQUEHANNA AREA REGIONAL AIRPORT AUTHORITY (SARAA)
and
USDA APHIS WILDLIFE SERVICES (WS)

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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

An ongoing, operational (direct control) Wildlife Hazard Management Program will provide the greatest practical level of protection of aircraft and human safety from the hazards associated with wildlife-aircraft collisions at the Harrisburg International Airport, Capital City Airport, Gettysburg Airport, and Franklin County Airport by reducing the presence and activity of wildlife on and immediately surrounding Airport properties. The threat to aircraft and human safety has been demonstrated by recent wildlife-aircraft collisions involving white-tailed deer, Canada geese, gulls and other birds. Increasing trends in the populations of these wildlife species have been documented and can be expected to continue. Continued operational efforts to reduce the presence and activity of these and other wildlife species are necessary to substantially reduce the potential for subsequent wildlife-aircraft collisions.

Planned USDA APHIS Wildlife Services Activities

APHIS WS biologists/technicians, who have been trained to provide airport wildlife damage management, will continue to assist in the conduct of operational wildlife hazard management activities at the Airports. A Wildlife Biologist/Technician will be assigned to the airport on a part-time basis throughout the year. Control efforts will be focused at MDT and the biologist/technician will be available per request from SARAA Operations personnel to conduct direct control activities at Capital City Airport, Gettysburg Airport, and Franklin County Airport. APHIS WS personnel will assist SARAA Operations personnel in:

(a) conducting frequent, aggressive wildlife harassment/frightening patrols responding immediately to reported or observed wildlife presence/activity, utilizing non-lethal techniques (including but not limited to pyrotechnics, recorded distress calls and/or other electronic noise harassment, chasing with vehicles) as well as lethal techniques (including but not limited to shooting and trapping/humane destruction) when appropriate and necessary to reinforce frightening/harassment techniques (removal of wildlife no longer responsive to harassment) or to immediately remove an imminent threat to aviation safety,

(b) providing oversight and assistance in the application of visual and audible deterrents and chemical repellents and in the implementation of habitat modification and exclusion measures,

(c) collecting and analyzing wildlife observation/strike data and assisting in the conduct of wildlife surveys, and

(d) coordinating and assisting in the training of participating SARAA personnel with regard to bird and mammal identification, frightening/harassment techniques, equipment handling/safety procedures, and routine data collection.

Wildlife control activities are fully provided for in the Pennsylvania Game Commission Bureau of Law Enforcement Special Purpose (Depredation/Collecting) Permit and/or USFWS Depredation Permit issued to the WS-PA State Director. APHIS WS personnel will use firearms aided with spotlights, night vision devices, and other specialized equipment to remove deer, Canada geese, and other potentially hazardous wildlife from SARAA as necessary, in conjunction with ongoing efforts by airport operations personnel. Activities will be conducted day and night, with regular and overtime hours worked as necessary to accomplish the objectives of the program. Edible meat will be processed and donated to a charitable food distribution organization or as otherwise directed by Pennsylvania Game Commission Wildlife Conservation Officers whenever possible and reasonable.

Effective Dates

The Cooperative Agreement shall become effective on October 01, 2007 and shall expire on September 08, 2008.

ATTACHMENT B
FINANCIAL PLAN FOR THE CONDUCT OF A
DIRECT CONTROL WILDLIFE DAMAGE MANAGEMENT PROGRAM
UNDER A COOPERATIVE SERVICE AGREEMENT
between
SUSQUEHANNA AREA REGIONAL AIRPORT AUTHORITY (SARAA)
and
USDA APHIS WILDLIFE SERVICES (WS)

Personnel Costs	$8,101
Vehicle Usage	$1,250
Supplies & Equipment	$912
Uniform/Equipment Capitalization Cost	$513
Program Support	$1,658
TOTAL COSTS	**$12,434**

The distribution of the Budget from this project Financial Plan may vary as necessary to accomplish the purpose of this Agreement but may not exceed **$12,434**

Financial Points of Contact

Cooperato (b)(6)

Name Phone

APHIS WS: Sandra Vinson 717-236-9451
Budget Analyst Phone

WS-ER (5/07)

Agreement No.: 08 7242 2380 RA
Accounting Code: 873 7242 963

COOPERATIVE SERVICE AGREEMENT
between
THE CITY OF PHILADELPHIA (The City)
DEPARTMENT OF COMMERCE
DIVISION OF AVIATION
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 an ongoing, operational (direct control) Wildlife Hazard Management Program that will provide the greatest practical level of protection to aircraft and human safety from hazards associated with wildlife at the Philadelphia International Airport (PHL) and Northeast Philadelphia Airport (PNE). WS activities are described in 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 The City Mutually Agree:

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

City: Director of Aviation
Philadelphia International Airport
Terminal E
Philadelphia, PA 19153

WS: Harris Glass, State Director
P.O. Box 60827
Harrisburg, PA 17106-0827

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 the Director of Commerce (the City) or his/her designee, the State Director (WS) or his designee, and/or those additional persons authorized and approved by the Director of Commerce (the City), 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 City Agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with wildlife. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by the City. The City 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 Financial Plan (Attachment B). The City 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 City authorized individual whose responsibility shall be the coordination and administration of the City 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 wildlife and list USDA, APHIS, Wildlife Services as subpermittees.

9. To provide an adequate work area to conduct office duties and sufficient storage for

supplies related to airport wildlife hazard reduction activities.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at PHL and PNE as described in the Work and Financial Plans, and to provide all resources necessary for accomplishment of the program (except those items The City agrees to provide as specified in Article 4), including personnel, equipment, supplies, and other support materials.

2. Designate to the City 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 City for reimbursement of the 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 City shall have the right to inspect and audit such records.

4. To consult with the City prior to issuing any news release, advertisement, or literature of any kind or permitting the issuance of any news release, advertisement, or literature of any kind which refers to the City or the services performed under this Agreement. APHIS WS shall not issue any such release, advertisement, or literature without the express prior approval of the City, its Director of Aviation, or her/his designee.

5. The City shall have the right to use or permit the use of all estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, computations and other papers of any type whatsoever, whether in the form of writing, figures, or delineations, or any ideas or methods represented by them, which are prepared or compiled in connection with this Agreement, for any purpose and at any time without other compensation than that specifically provided herein.

6. Travel expenditures shall occur according to Federal Travel Regulations (Chapter 301), and travel allowances for lodging (hotel receipts shall be retained) and per diem (food and toll receipts shall not be retained, and a standard daily rate will be charged) rates for relevant travel locations.

7. To make an accounting of funds contributed by the City annually and upon termination of this agreement.

8. To provide periodic reports of APHIS WS accomplishments during the term of this Agreement.

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 upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

ARTICLE 7

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 (28 U.S.C. 1346(b), 2401(b), and 2671-2680). The City or Township and their officers, agents or employees reserve the same rights and remedies under the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. CSA ss 8541, et. seq. The parties acknowledge and agree that the aforesaid provisions of the Pennsylvania Political Subdivision Tort Claims Act do not supersede the Federal Tort Claims Act.

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. Said separate agreements shall not affect any of the terms and conditions of this Agreement.

ARTICLE 10

The City certifies that wildlife management options, including the use of services provided by the private sector, have been carefully considered. After considering these options, the City requests that APHIS WS provide its services under the stated terms of this Agreement.

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 Agreement shall become effective on October 1, 2007 and shall continue until September 30, 2008. This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. The City shall have the option to renew this Agreement, if desired, by notice in writing sent before the termination date. If the City exercises the option to renew this Agreement, for up to three (3) successive terms of up to one (1) year each, or contracts with APHIS WS in subsequent years or on an annual or periodic basis (as needed), it is understood by all parties that all serviceable equipment and nonexpendable materials purchased in connection with this Agreement shall remain available for use as necessary in the conduct of such activities. Additional costs will be incurred only for personnel, travel (lodging and per diem), expendable supplies, administrative overhead, and any additional equipment deemed necessary by the City and APHIS WS. 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.

ARTICLE 13

This Agreement is based upon APHIS' special qualifications for the services herein contemplated, any assignment, subletting or other transfer of this Agreement, or any part hereof, or any monies due to become due hereunder, shall be void and of no effect as to City, and shall be grounds for immediate termination of this Agreement.

ARTICLE 14

The City deems this Agreement necessary to protect the public health and safety, as permitted under the Urban Conservation Treaty for Migratory Birds between the City and the United States Fish and Wildlife Service of the Department of Interior.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed on its behalf by its Director of Commerce, and APHIS WS has caused this Agreement to execute on its behalf, as of the date of signature.

The City of Philadelphia,
Acting through its Department of Commerce,
Division of Aviation:

BY (b)(6) 8-1-07
Date

City of Philadelphia
1515 Arch Street, 12th Floor
Philadelphia, PA 19102

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.

City of Philadelphia Taxpayer Identification Number (TIN) 23-600-3047

Approved as to Form:

BY (b)(6) 7-3-07
Date

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

BY: for: Charles S. Brown, Regional Director 9-20-07
Date
USDA, APHIS, WS
920 Main Campus Drive
Suite 200
Raleigh, NC 27606

BY: 8-10-07
Date
Harris Glass, State Director
USDA, APHIS, WS
PO Box 60827
Harrisburg, PA 17106-0827

ATTACHMENT A
WORK PLAN FOR THE CONDUCT OF A DIRECT CONTROL WILDLIFE DAMAGE MANAGEMENT PROGRAM UNDER THE COOPERATIVE SERVICE AGREEMENT
between
THE CITY OF PHILADELPHIA (The City)
DEPARTMENT OF COMMERCE
DIVISION OF AVIATION
and
USDA APHIS WILDLIFE SERVICES (WS)

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) 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 WS Program Final Environmental Impact Statement. 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

An ongoing, operational (direct control) Wildlife Hazard Management Program will provide the greatest practical level of protection for aircraft and human safety from the hazards associated with wildlife at the airports by reducing the presence of wildlife on and immediately surrounding airport properties. The threat to aircraft and human safety has been demonstrated by wildlife-aircraft collisions involving white-tailed deer, Canada geese, gulls and other birds. Increasing trends in the populations of these wildlife species have been documented and can be expected to continue. Continued operational efforts to reduce the presence and activity of these and other wildlife species are necessary to substantially reduce the potential for subsequent wildlife-aircraft collisions.

Planned USDA APHIS Wildlife Services Activities

USDA, Wildlife Services biologists/technicians, who have been trained to provide airport safety assistance, will continue to assist in the conduct of operational wildlife hazard management activities at the Airport. A Wildlife Biologist and Wildlife Technician will be assigned to the airports on a nearly full-time basis. (Approximately 90 percent for the

Biologist and 80 percent for the Technician for the entire year). They will assist Division of Aviation personnel in:

(a) conducting frequent, aggressive wildlife harassment/frightening patrols responding immediately to reported or observed wildlife presence/activity, utilizing non-lethal techniques (including, but not limited to pyrotechnics, recorded distress calls and/or other electronic noise harassment, chasing with vehicles) as well as lethal techniques (including but not limited to shooting and trapping/humane destruction) when appropriate and necessary to reinforce frightening/harassment techniques (removal of wildlife no longer responsive to harassment) or to immediately remove an imminent threat to aviation safety,

(b) providing oversight and assistance in the application of visual and audible deterrents and chemical repellents and in the implementation of habitat modification and exclusion measures,

(c) collecting and analyzing wildlife/observations/strike date and assisting in the conduct of wildlife surveys, and

(d) coordinating and assisting in the training of participating City DOA personnel with regard to bird and mammal identification, frightening/harassment techniques, equipment handling/safety procedures, and routine data collection.

Wildlife control activities are fully provided for in the PGC Bureau of Law Enforcement Special Purpose (Depredation/Collecting) Permit and the US Fish and Wildlife Service Depredation Permit issued to the WS PA State Director. APHIS-WS will identify the agents and personnel who are designated and authorized to perform the wildlife control activities described in this Amendment. APHIS-WS personnel will use firearms aided with spotlights, night vision devices, and other specialized equipment to remove deer, Canada geese, and other potentially hazardous wildlife from PHL and PNE as necessary, in conjunction with ongoing efforts by airport operations personnel, and in accordance with the City's Federal Fish and Wildlife Special Use Permit and/or the Federal Fish and Wildlife Special Purpose Permit issued to the State Director (WS-Harrisburg, PA). Edible meat will be processed and donated, after approval from the City, to the Greater Philadelphia Food Bank or other charitable food distribution organizations whenever possible and practical.

Effective Dates

Upon signature, this agreement will become effective October 1, 2007 and terminate no later than September 30, 2008.

ATTACHMENT B
FINANCIAL PLAN FOR THE CONDUCT OF A
DIRECT CONTROL WILDLIFE DAMAGE MANAGEMENT PROGRAM
UNDER THE COOPERATIVE SERVICE AGREEMENT
between
THE CITY OF PHILADELPHIA (The City)
DEPARTMENT OF COMMERCE
DIVISION OF AVIATION
and
USDA APHIS WILDLIFE SERVICES (WS)

Personnel Costs	$123,337.24
Travel (Lodging and Per Diem)	$579.00
Vehicle Usage	$8,000.00
Supplies & Equipment	$2,268.00
Uniform/Equipment Capitalization Cost	$1,000.00
Program Services	$21,993.75
Deer / Goose Processing	$1,000.00
TOTAL COSTS	**$158,178.00**

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

The distribution of the Budget from this project Financial Plan may vary as necessary to accomplish the purpose of this Agreement but may not exceed **$158,178.00.**

Financial Point of Contact

Cooperator: (b)(6)

APHIS, WS: Sandra Vinson — (717) 236-9451
Budget Analyst — Phone

WORK PLAN FOR THE CONDUCT OF

OPERATIONAL WILDLIFE HAZARD REDUCTION ACTIVITIES AT THE WILLOW GROVE NAVAL AIR STATION JOINT RESERVE BASE UNDER AN INTERAGENCY AGREEMENT
between
UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) WILDLIFE SERVICES (WS)

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for Wildlife Services (WS) is the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426(b) 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 an IPM of "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 WS Program Final Environmental Impact Statement. 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 population of the offending species be reduced.

Purpose

The direct control wildlife damage and hazard reduction program will provide immediate, short-term protection of property, aircraft, and human health and safety. Woodchucks create multiple burrows under buildings and in work areas that can lead to structural problems and human injury. Canada geese create health concerns due to fecal matter accumulation and may contaminate local water bodies. Other species of concern that may be addressed through this program are skunks, feral cats, and foxes that have mange.

Planned Wildlife Damage Management Activities

The United States Department of Defense, Department of the Navy agrees that it is responsible for compliance with the National Environmental Policy Act (NEPA), the Endangered Species Act (ESA), and other environmental compliance laws for the specific projects and actions it requests APHIS-WS to perform for it under this agreement.

Upon authorization, and working under the existing Categorical Exclusion Process Records and/or Environmental Assessment (National Environmental Policy Act compliance), APHIS WS biologists and/or technicians will obtain the necessary equipment and use legal tools and methods to remove/harass the previously listed species and any others that may constitute a threat or create damage to the Willow Grove Naval

Air Station Joint Reserve Base as requested by the Natural Resources Manager or his designee. Additionally, WS will install overhead wires on water basins by request.

Regular and overtime hours may be worked as necessary to achieve the objectives of the program. Wildlife removal activities will be approved by and coordinated with the Pennsylvania Game Commission (PGC) and are fully provided for in the PGC Bureau of Law Enforcement Special Purpose (Depredation/Collecting) Permit and the U.S. Fish and Wildlife Service Depredation permit issued to the WS-PA State Director.

Effective Dates

Wildlife hazard reduction activities will commence when funding is received and terminate on September 30, 2011.

WILLOW GROVE AIR NATIONAL GUARD OPERATIONAL CONTROL WORKSHEET

1. Installation Name: PA Willow Grove ANG 111th Fighter Wing

2. Contact:

   Address: Air National Guard Willow Grove
   111th Medical Group, 1120 Fairchild St.
   Willow Grove ARS, PA 19090-5236

   Phone: 215..443.1364

3. Is the installation a flying unit?: Yes

4. Brief Description of hazard/damage concerns: Multiple species of wildlife have threatened and/or have damaged property, aircraft, and human health and safety on and around the base.

5. Project dates: October 1, 2008 - September 30, 2011

6. Wildlife Services Expenses:

   a. Salary/Benefits.....$17,544

   b. Vehicle usage.....$4,470

   c. Supplies/Equipment.....$2,748

   d. Program Support.....$3,999

   e. Uniform/Equipment Capitalization Costs.....$1,239

   f. Total:.....$30,000

7. Comments: USDA/WS was contacted by (b)(6) who is concerned with on and off-site hazards and their effect on base operations.

8. WS representative submitting this report: Harris Glass, State Director

FINANCIAL PLAN FOR THE CONDUCT OF
OPERATIONAL WILDLIFE HAZARD REDUCTION ACTIVITIES
AT THE WILLOW GROVE NAVAL AIR STATION JOINT RESERVE BASE
UNDER AN INTERAGENCY AGREEMENT
between
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

For Fiscal Years 2009 through 2011

	FY 09	FY 10	FY 11
Personnel Costs (Salary and Benefits)	$5,848	$5,848	$5,848
Travel and Vehicle Use	$1,490	$1,490	$1,490
Supplies/Equipment	$916	$916	$916
Program Support Costs	$1,333	$1,333	$1,333
Uniform/Equipment Capitalization Costs	$413	$413	$413
TOTAL	$10,000	$10,000	$10,000

TOTAL PROJECT COST **$30,000**

The distribution of the Budget from this Project Financial Plan may vary as necessary to accomplish the purpose of this Agreement but may not exceed the TOTAL COST of **$10,000** per year.

Financial Point of Contact

Cooperator: (b)(6)

APHIS WS: Sandra Vinson, Budget Analyst — 717-236-9451, Phone