



United States  
Department of  
Agriculture

SEP 29 2010

Marketing and  
Regulatory  
Programs

Animal and  
Plant Health  
Inspection  
Service

Legislative and  
Public Affairs

Freedom of  
Information

4700 River Road  
Unit 50  
Riverdale, MD  
20737-1232

John W. King, Jr., Esq.  
Attorney at Law  
Stubbs & Perdue, P.A.  
Post Office Box 1654  
New Bern, North Carolina 28563

Dear Mr. King:

This is in response to your September 20, 2010, Freedom of Information Act (FOIA) request for a copy of Wildlife Services Form 12A, which you stated may have been signed by Tom Willard or Robert Milijenovitch, pertaining to Havelock Yacht Club, Inc. or Crystal Lake Yacht Club, Inc. Your request was received on September 20, 2010, and assigned FOIA 10-680.

Wildlife Services conducted a search of their files and located a signed copy a Form 12, which was not signed by either individual named above. However, a copy of the form is enclosed. Information has been withheld under FOIA Exemption 6, 5 U.S.C. § 552(b)(6). This exemption protects information from disclosure when its release would cause a clearly unwarranted invasion of personal privacy. Also, the release of this information will not shed any light on this Agency's duties and responsibilities.

If you are not satisfied with this response to your request, you may appeal within 45 calendar days from the date of this letter stating the reasons why the requested information should be released under the Act; and why the denial may be in error. Address your written appeal to the: Administrator, Animal and Plant Health Inspection Service, Ag Box 3401, Washington, D.C. 20250-3401. Please refer to FOIA 10-680 in your appeal letter and add the words **FOIA Appeal** to the front of the envelope.

If you have any questions, please contact the FOIA staff at (301) 734-3257.

Thank you for your patience.

Sincerely,

*for* Tonya G. Woods  
Director  
Freedom of Information & Privacy Act  
Legislative and Public Affairs

Enclosure



Safeguarding American Agriculture

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

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

Agreement **59200**

AGREEMENT FOR CONTROL OF ANIMAL DAMAGE  
ON PRIVATE PROPERTY

Date **06/26/10**  
MM DD YY

TYPE OF AGREEMENT - " / " ALL THAT APPLY

1. Temporary Agreement  
 2. Urban Agreement  
 3. Continuation Form  
 4. Amendment of an Existing Agreement

5. Addendum to a Private Agreement  
 6. Supplement is not Required  
 7. Special Considerations in Section 6

**SECTION 1**

Cooperator's Name **K** (b) (6)  
Cooperator's Address **X** (b) (6)  
Business/Farm/Ranch Name **CRYSTAL LAKE YACHT CLUB**  
Owner's Name **X** (b) (6)  
Owner's Address **X** (b) (6)

**SECTION 2**

LAND CLASS	ACRES		C. If this is an Adjoining Property Agreement, List the Properties Protected	D. List all Species to be Targeted During Damage Control Activities	
	0	1		SPECIES	CODE
1st	0	1	59200	CANADA	
2nd				GOOSE	
3rd					
4th					
Total Acreage Protected					

**SECTION 3**

A. WS Employee Name, WS Code, State Code, and County Code  
**S. Bell**  
WS Employee Name  
WS Code  
State  
County

In consideration of the benefits to be derived from the proper control of damage caused by those species listed in Section 2(D) of the agreement, I the undersigned cooperator, do hereby give my consent, and concurrence, to the Animal and Plant Health Inspection Service (APHIS), (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this agreement, the following methods and devices:

METHOD	CODE	METHOD	CODE	METHOD	CODE	METHOD	CODE
Control Traps							

**SECTION 4**

I, the cooperator, have been informed of the methods and the manner in which the control materials and devices listed in Section 3 will be used, and of the possible hazards associated with their use. I understand that APHIS, again to include its officers, employees, and agents will exercise reasonable precautions to safeguard all persons and to prevent injury to animal life other than those listed in Section 2(D) above; guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all control operations. I understand that WS will maintain restricted use pesticide application records on applications made under this agreement, and that WS will provide copies of the records or record information promptly upon the property owner's or cooperator's request.

**SECTION 5**

In consideration of these understandings and of the benefits to be derived, I, the cooperator, agree to: take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property or to property under my control, when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place out for the purpose of notifying persons entering onto such lands of the possible hazards associated with animal control measures in use thereon; and to give adequate warning to persons I authorize to enter onto such lands, of these possible hazards.

In recognition of the benefits to be derived from the use of the specified methods and devices authorized by this agreement, I, the cooperator, agree not to concurrently use or allow to be used upon lands covered by this agreement, any toxic material that might reasonably be expected to take a species listed in the above Section 2(D) unless such use of said toxicant is agreed to by APHIS in writing.

**SECTION 6**

Special Considerations:  
This agreement may be revoked by either party by a 30-day written notice.  
**Permission to Access property at no charge.  
Acct # 066**

(b) (6) ADDRESS DATE  
SIGNATURE AND TITLE (for APHIS representative) TELEPHONE ADDRESS DATE  
**466-9096 4203 Acers Rd. G.P.H. 26/06/10**