WS-ER (6/14)

Agreement No.: 17 7234 8073 RA
WBS Element: AP.RA.RX34.72.0116

COOPERATIVE SERVICE AGREEMENT
between
BERGEN COUNTY UTILITIES AUTHORITY (BCUA)
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

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 BCUA mutually agree:

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

BCUA:
(b) (6) [redacted]
P.O. Box 9
Little Ferry, NJ 07643-0009

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

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) [redacted] or his designee, the State Director or his designee, and/or those additional persons authorized and approved by (b) (6) [redacted] 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

BCUA agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by BCUA. BCUA 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). BCUA will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. BCUA 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 BCUA 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. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

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

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

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

4. To coordinate with BCUA before responding to any media requests involving APHIS WS activities related to the program.

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

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

BCUA Taxpayer Identification Number (TIN) 22 6002429

BCUA:

(b) (6)

BY: [redacted] 01/23/2017

BCUA Representative: Date

P.O. Box 9

Little Ferry, NJ 07643-0009

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

BY: 2/10/17

Aaron Guikema Date

State Director

USDA APHIS WS

140-C Locust Grove Road

Pittstown, NJ 08867-4049

ATTACHMENT A
WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at BCUA (Bergen County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on BCUA property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

BCUA has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at BCUA property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at BCUA and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and BCUA will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At BCUA's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to BCUA summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on September 30, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	4,231
Vehicle (Fuel & Maintenance)	$	466
Travel	$	1,647
Supplies & Equipment	$	535
Subtotal (Direct Costs)	$	6,879
Pooled Job Costs	$	757
Indirect Costs	$	1,111
TOTAL	$	8,747

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$8,747**.

Billing Cycle: Quarterly

Financial Point of Contact

BCUA:

Name: (b) (6) [redacted]

Address: Bergen County Utilities Authority
Foot of Merhof Road
Little Ferry, NJ 07643

Phone: (b) (6) [redacted]

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 8049 RA
WBS Element: AP.RA.RX34.72.0091

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

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

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 TOWNSHIP OF BERKELEY mutually agree:

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

TOWNSHIP OF BERKELEY:
Animal Control
PO Box B
Bayville, NJ 08721-0287

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

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

TOWNSHIP OF BERKELEY agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by TOWNSHIP OF BERKELEY. TOWNSHIP OF BERKELEY 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). TOWNSHIP OF BERKELEY will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. TOWNSHIP OF BERKELEY 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 TOWNSHIP OF BERKELEY 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. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at TOWNSHIP OF BERKELEY as described in the Work and Financial Plans.

2. To designate to TOWNSHIP OF BERKELEY the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill TOWNSHIP OF BERKELEY 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 TOWNSHIP OF BERKELEY shall have the right to inspect and audit such records.

4. To coordinate with TOWNSHIP OF BERKELEY before responding to any media requests involving APHIS WS activities related to the program.

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

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

TOWNSHIP OF BERKELEY Taxpayer Identification Number (TIN) ___21-6000084___

TOWNSHIP OF BERKELEY:

BY: _____ 1/10/17
Date

Print Name: John A. Camera
Title: Administrator
Address: 627 Pinewald-Keswick Rd
Bayville, NJ 08721

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

BY: _____
Date

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

ATTACHMENT A
WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at TOWNSHIP OF BERKELEY (Ocean County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on TOWNSHIP OF BERKELEY property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

TOWNSHIP OF BERKELEY has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at TOWNSHIP OF BERKELEY property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at designated Township of Berkeley properties, homeowner associations within Township of Berkeley, and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and TOWNSHIP OF BERKELEY will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At TOWNSHIP OF BERKELEY's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to TOWNSHIP OF BERKELEY summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on September 30, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	5,766
Vehicle (Fuel & Maintenance)	$	619
Travel	$	1,351
Supplies & Equipment	$	450
Subtotal (Direct Costs)	$	8,186
Pooled Job Costs	$	900
Indirect Costs	$	1,322
TOTAL	$	10,408

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed $10,408.

Billing Cycle: Quarterly

Financial Point of Contact

TOWNSHIP OF BERKELEY:

Name: Fred Ebenau CFO
Address: 627 Pinewald-Keswick Rd
Bayville, NJ 08721
Phone: (732) 244-7400

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 8029 RA
WBS Element: AP.RA.RX34.72.0071

COOPERATIVE SERVICE AGREEMENT
between
CAMDEN COUNTY COLLEGE
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

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 CAMDEN COUNTY COLLEGE mutually agree:

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

CAMDEN COUNTY COLLEGE:
(b) (6) [redacted]
PO Box 200
Blackwood, NJ 08012-0200

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

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) [redacted] or his designee, the State Director or his designee, and/or those additional persons authorized and approved by (b) (6) [redacted] 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

CAMDEN COUNTY COLLEGE agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by CAMDEN COUNTY COLLEGE. CAMDEN COUNTY COLLEGE 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). CAMDEN COUNTY COLLEGE will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. CAMDEN COUNTY COLLEGE 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 CAMDEN COUNTY COLLEGE 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. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at CAMDEN COUNTY COLLEGE as described in the Work and Financial Plans.

2. To designate to CAMDEN COUNTY COLLEGE the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill CAMDEN COUNTY COLLEGE 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 CAMDEN COUNTY COLLEGE shall have the right to inspect and audit such records.

4. To coordinate with CAMDEN COUNTY COLLEGE before responding to any media requests involving APHIS WS activities related to the program.

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

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

Camden County College Taxpayer Identification Number (TIN) __221-821-290___

CAMDEN COUNTY COLLEGE:

BY (b) (6) [redacted] _____ 1/10/17
Date

200 College Dr.
Blackwood, NJ 08012

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

BY: _____ _____
Aaron Guikema Date
State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

ATTACHMENT A
WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at CAMDEN COUNTY COLLEGE (Camden County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on CAMDEN COUNTY COLLEGE property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

CAMDEN COUNTY COLLEGE has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at CAMDEN COUNTY COLLEGE property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at CAMDEN COUNTY COLLEGE and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and CAMDEN COUNTY COLLEGE will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At CAMDEN COUNTY COLLEGE's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to CAMDEN COUNTY COLLEGE summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on September 30, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	4,414
Vehicle (Fuel & Maintenance)	$	383
Travel	$	1,287
Supplies & Equipment	$	351
Subtotal (Direct Costs)	$	6,435
Pooled Job Costs	$	708
Indirect Costs	$	1,039
TOTAL	$	8,182

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$8,182**.

Billing Cycle: Quarterly

Financial Point of Contact

CAMDEN COUNTY COLLEGE:

Name: STEPHEN HETHERINGTON
Address: 200 COLLEGE DR
BLACKWOOD, NJ 08012
Phone: 856-374-5089

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

Agreement No.: 17 7234 8050 RA
WBS Element: AP.RA.RX34.72.0092

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

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

ARTICLE 2

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

ARTICLE 3

APHIS WS and BOROUGH OF CARTERET mutually agree:

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

BOROUGH OF CARTERET:
John DuPont
61 Cooke Avenue
Carteret, NJ 07008-3042

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

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 John DuPont or his designee, the State Director or his designee, and/or those additional persons authorized and approved by John DuPont and the State Director.

3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

BOROUGH OF CARTERET agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by BOROUGH OF CARTERET. BOROUGH OF CARTERET 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). BOROUGH OF CARTERET will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. BOROUGH OF CARTERET ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

3. To designate to APHIS WS the BOROUGH OF CARTERET 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. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at BOROUGH OF CARTERET as described in the Work and Financial Plans.

2. To designate to BOROUGH OF CARTERET the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill BOROUGH OF CARTERET 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 BOROUGH OF CARTERET shall have the right to inspect and audit such records.

4. To coordinate with BOROUGH OF CARTERET before responding to any media requests involving APHIS WS activities related to the program.

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

BOROUGH OF CARTERET certifies that APHIS WS has advised BOROUGH OF CARTERET that there may be private sector service providers available to provide wildlife management services that BOROUGH OF CARTERET 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 federal 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 BOROUGH OF CARTERET does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

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

BOROUGH OF CARTERET Taxpayer Identification Number (TIN) ___22-6001707_____

BOROUGH OF CARTERET:

BY: _____ 2/6/17
John DuPont Date
61 Cooke Avenue
Carteret, NJ 07008-3042

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

BY: _____ _____
Aaron Guikema Date
State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

ATTACHMENT A
WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at BOROUGH OF CARTERET (Middlesex County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on BOROUGH OF CARTERET property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

BOROUGH OF CARTERET has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at BOROUGH OF CARTERET property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at BOROUGH OF CARTERET and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and BOROUGH OF CARTERET will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At BOROUGH OF CARTERET's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to BOROUGH OF CARTERET summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on September 30, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	3,817
Vehicle (Fuel & Maintenance)	$	449
Travel	$	1,351
Supplies & Equipment	$	450
Subtotal (Direct Costs)	$	6,067
Pooled Job Costs	$	667
Indirect Costs	$	980
TOTAL	$	7,714

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$7,714**.

Billing Cycle: Quarterly

Financial Point of Contact

BOROUGH OF CARTERET:

Name: Patrick J. DeBlasio, CFO

Address: 61 Cooke Avenue

Carteret, NJ 07008

Phone: 732-541-3820 ext 101

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6-14)

Agreement No.: 17 7234 8040 RA
WBS Element: AP.RA.RX34.72.0082

COOPERATIVE SERVICE AGREEMENT

between
CEDAR GLEN WEST
and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

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

ARTICLE 2

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

ARTICLE 3

APHIS WS and CEDAR GLEN WEST agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. CEDAR GLEN WEST will provide the U.S. Department of Agriculture the sum of $3,477 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. CEDAR GLEN WEST 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.
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. CEDAR GLEN WEST certifies that APHIS WS has advised CEDAR GLEN WEST that there may be private sector service providers available to provide wildlife management services that CEDAR GLEN WEST 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 federal 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 February 1, 2017 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 CEDAR GLEN WEST does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: 22-1817061

CEDAR GLEN WEST
PO Box 66
Lakehurst, NJ 08733-0066

(b) (6)
[redacted]

12/27/16
Date

USDA-APHIS-Wildlife Services
Aaron Guikema, State Director
140C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

State Director

Date

WORK PLAN

Wildlife Species: Canada goose (*Branta Canadensis*)

Description of Damage: Canada goose presence on CEDAR GLEN WEST property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Location: Wildlife damage management activities at CEDAR GLEN WEST (Ocean County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Services Provided: APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities at CEDAR GLEN WEST.

Treatment and/or destruction of Canada goose nests and eggs will be conducted throughout the nesting season. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and CEDAR GLEN WEST will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At CEDAR GLEN WEST's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to CEDAR GLEN WEST summarizing Canada goose management pursuant to this agreement no later than September 30, 2017.

APHIS WS and CEDAR GLEN WEST Agree:

1. CEDAR GLEN WEST will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife damage management activities and will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS WS will comply with all terms and conditions of this Agreement.
3. APHIS WS will conduct activities designated in the Work Plan only at the properties of CEDAR GLEN WEST, unless written permission has been granted by means of obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A) to conduct similar activities on neighboring properties.
4. Geese are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS-WS policy.
5. CEDAR GLEN WEST has employed non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at CEDAR GLEN WEST property(s).

Effective Dates: This Cooperative Service Agreement shall become effective on February 1, 2017 and shall expire on September 30, 2017.

FINANCIAL PLAN

Personnel Costs	$	2,288
Vehicle (Fuel & Maintenance)	$	237
Travel	$	0
Supplies & Equipment	$	209
Subtotal (Direct Costs)	$	2,734
Pooled Job Costs	$	301
Indirect Costs	$	442
TOTAL	$	3,477

APHIS WS costs are not based on number of nests found, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$3,477**.

Billing Cycle: Quarterly

Financial Point of Contact

CEDAR GLEN WEST:

Name: (b) (6) [redacted]

Address: 11 WEST LAKE DR.
MANCHESTER NJ

Phone: (b) (6) [redacted]

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 8010 RA
WBS Element: AP.RA.RX34.72.0051

COOPERATIVE SERVICE AGREEMENT
between
DEAL ENDOWMENT FUND
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

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 DEAL ENDOWMENT FUND mutually agree:

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

DEAL ENDOWMENT FUND:
[redacted] (b) (6)
P.O. Box 56
Deal, NJ 07723-0041

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

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) [redacted] or his designee, the State Director or his designee, and/or those additional persons authorized and approved by (b) (6) [redacted] (b) (6) [redacted] 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

DEAL ENDOWMENT FUND agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by DEAL ENDOWMENT FUND. DEAL ENDOWMENT FUND will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.

2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). DEAL ENDOWMENT FUND will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. DEAL ENDOWMENT FUND ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

3. To designate to APHIS WS the DEAL ENDOWMENT FUND 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. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at DEAL ENDOWMENT FUND as described in the Work and Financial Plans.

2. To designate to DEAL ENDOWMENT FUND the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill DEAL ENDOWMENT FUND for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and DEAL ENDOWMENT FUND shall have the right to inspect and audit such records.

4. To coordinate with DEAL ENDOWMENT FUND before responding to any media requests involving APHIS WS activities related to the program.

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

DEAL ENDOWMENT FUND certifies that APHIS WS has advised DEAL ENDOWMENT FUND that there may be private sector service providers available to provide wildlife management services that DEAL ENDOWMENT FUND is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this Agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal 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 DEAL ENDOWMENT FUND 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.

DEAL ENDOWMENT FUND Taxpayer Identification Number (TIN) __22-3518379____

DEAL ENDOWMENT FUND:

BY (b) (6) [redacted] _____ 12/27/16
Date

P.O. Box 56
Deal, NJ 07723-0041

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

BY: _____ 1/11/17
Date

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

ATTACHMENT A
WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at DEAL ENDOWMENT FUND (Monmouth County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on DEAL ENDOWMENT FUND property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

DEAL ENDOWMENT FUND has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at DEAL ENDOWMENT FUND property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at DEAL ENDOWMENT FUND property and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and DEAL ENDOWMENT FUND will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At DEAL ENDOWMENT FUND's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to DEAL ENDOWMENT FUND summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on September 30, 2017

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	3,976
Vehicle (Fuel & Maintenance)	$	526
Travel	$	1,311
Supplies & Equipment	$	427
Subtotal (Direct Costs)	$	6,240
Pooled Job Costs	$	686
Indirect Costs	$	1,008
TOTAL	$	7,934

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$7,934.**

Billing Cycle: Quarterly

Financial Point of Contact

DEAL ENDOWMENT FUND:

Name: (b) (6) [redacted]

Address: 190 Norwood Ave
Deal NJ 07723

Phone: (b) (6) [redacted]

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 8074 RA
WBS Element: AP.RA.RX34.72.0117

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

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

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 Township of Denville mutually agree:

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

Township of Denville:
Carlos Perez
1 Saint Mary's Place
Denville, NJ 07834-2122

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

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 Carlos Perez or his designee, the State Director or his designee, and/or those additional persons authorized and approved by Carlos Perez 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

Township of Denville agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Township of Denville. Township of Denville 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). Township of Denville will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. Township of Denville 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 Township of Denville 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. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at Township of Denville as described in the Work and Financial Plans.

2. To designate to Township of Denville the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill Township of Denville 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 Township of Denville shall have the right to inspect and audit such records.

4. To coordinate with Township of Denville before responding to any media requests involving APHIS WS activities related to the program.

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

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

Township of Denville Taxpayer Identification Number (TIN) 22-6001748

Township of Denville:

BY: _____ 1/16/2017

Township of Denville Representative
1 Saint Mary's Place
Denville, NJ 07834-2122

Date

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

BY: _____ _____

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

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 authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at Township of Denville (Morris County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on Township of Denville property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Township of Denville has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at Township of Denville property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at Township of Denville and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and Township of Denville will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At Township of Denville's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to Township of Denville summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on September 30, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	4,009
Vehicle (Fuel & Maintenance)	$	494
Travel	$	1,647
Supplies & Equipment	$	465
Subtotal (Direct Costs)	$	6,615
Pooled Job Costs	$	728
Indirect Costs	$	1,068
TOTAL	$	8,411

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$8,411**.

Billing Cycle: Quarterly

Financial Point of Contact

Township of Denville:

Name: Township of Denville, Mike Guarino, CFO

Address: 1 St. Mary's Place
Denville, NJ 07834

Phone: (973) 625-8500 x222

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 8031 RA
WBS Element: AP.RA.RX34.72.0073

COOPERATIVE SERVICE AGREEMENT
between
DON BOSCO PREP
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

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 Don Bosco Prep mutually agree:

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

Don Bosco Prep:
(b) (6) [redacted]
492 North Franklin Avenue
Ramsey, NJ 07446-1120
(b) (6) [redacted]

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

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) [redacted] or his designee, the State Director or his designee, and/or those additional persons authorized and approved by (b) (6) [redacted] (b) (6) [redacted] 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

Don Bosco Prep agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Don Bosco Prep. Don Bosco Prep 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). Don Bosco Prep will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. Don Bosco Prep 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 Don Bosco Prep 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. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at Don Bosco Prep as described in the Work and Financial Plans.

2. To designate to Don Bosco Prep the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill Don Bosco Prep 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 Don Bosco Prep shall have the right to inspect and audit such records.

4. To coordinate with Don Bosco Prep before responding to any media requests involving APHIS WS activities related to the program.

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

Don Bosco Prep certifies that APHIS WS has advised Don Bosco Prep that there may be private sector service providers available to provide wildlife management services that Don Bosco Prep is seeking from APHIS WS.

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 federal 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 Don Bosco Prep 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.

Don Bosco Prep Taxpayer Identification Number (TIN) 47-4772938

Don Bosco Prep:

B (b) (6) [redacted] 1/27/17
Date

492 North Franklin Avenue
Ramsey, NJ 07446-1120

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

BY: _____ _____
Aaron Guikema Date
State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

ATTACHMENT A
WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at Don Bosco Prep (Bergen County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on Don Bosco Prep property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Don Bosco Prep has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at Don Bosco Prep property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at Don Bosco Prep and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and Don Bosco Prep will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At Don Bosco Prep's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to Don Bosco Prep summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on September 30, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	4,027
Vehicle (Fuel & Maintenance)	$	526
Travel	$	1,647
Supplies & Equipment	$	515
Subtotal (Direct Costs)	$	6,715
Pooled Job Costs	$	739
Indirect Costs	$	1,085
TOTAL	$	8,539

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$8,539**.

Billing Cycle: Quarterly

Financial Point of Contact

Don Bosco Prep:

Name: (b) (6) [redacted]

Address: Don Bosco Prep
492 N Franklin Tpke, Ramsey, NJ 07446

Phone: (b) (6) [redacted]

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 3002 RA
WBS Element: AP.RA.RX34.72.0446

COOPERATIVE SERVICE AGREEMENT
between
Duke Farm Foundation (Duke Farms)
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist Duke Farms with wildlife damage issues as described in the attached Work Plan (Attachment A).

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 Duke Farms mutually agree:

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

Duke Farms:
Michael Catania
Executive Director
Duke Farms Foundation
1112 Dukes Parkway West
Hillsborough, NJ 08844
(908) 243-3636

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735–5654 Ext. 11

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 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

Duke Farms agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with detrimental effects of wildlife. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Duke Farms. Duke Farms 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). Duke Farms will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt Duke Farms 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 Executive Director 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 with a purchase price of $5,000 or more per unit, purchased directly with funds from the cooperator for use solely on this project shall be subject to disposal according to APHIS policy, and shall be specifically listed in the attached work plan and financial plan. Property title/disposal shall be determined when this project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated

according to APHIS policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of $5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use solely for this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

8. To obtain the appropriate permits for removal activities for geese, beaver, muskrat and white-tailed deer and list APHIS WS as a subpermitee.

ARTICLE 5

APHIS WS Agrees:

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

2. To designate to Duke Farms the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill Duke Farms 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 <COOPERATOR> shall have the right to inspect and audit such records.

4. To coordinate with Duke Farms before responding to any media requests involving APHIS WS activities related to the program.

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

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

Duke Farms Taxpayer Identification Number (TIN) 134-008-720/000

Duke Farms:

BY: _____ 10/3/16
Michael Catania — Date
Executive Director
Duke Farms Foundation
1112 Dukes Parkway West
Hillsborough, NJ 08844

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

BY: _____ 10/12/16
Aaron Guikema — Date
State Director
USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

BY: _____ 10/10/2016
Janet L. Bucknall — Date
Wildlife Services Eastern Region
USDA, APHIS, WS
4700 River Road, Unit 159
Riverdale, MD 20737

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 authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

This Agreement is designed to be implemented over multiple Federal fiscal years 2017, 2018, and 2019. The wildlife damage management program at Duke Farms will be directed primarily at reducing human health and safety risks and property damage associated with white-tailed deer, Canada geese, mute swans, muskrats, and beavers. Upon the request of Duke Farms, APHIS WS may perform some or all of the following services for Duke Farms.

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will assist Duke Farms in implementing a wildlife damage management program. An ongoing program of this nature will provide the greatest practical level of protection from wildlife-related damage on Duke Farms property.

Geese and Mute Swans
Canada goose presence on Duke Farms property results in accumulation of feces (nuisance and potential human health concerns), grazing of lawns (damage to native landscape and erosion of stream banks), aggressive behavior of geese during nesting season (potential human safety concerns) and other problems that affect the Duke

Farms grounds, employees and residents. Nest and egg treatments coupled with harassment will discourage nesting on property. When necessary, geese will be euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy.

Mute Swans are an ecologically threatening invasive species that compete with native waterfowl for nesting habitat and resources. Mute Swans also pose a threat to human health and safety as they exhibit very aggressive behavior during the nesting season. Mute Swans will be euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy.

Beaver and Muskrat
Beaver and muskrat presence on Duke Farm property has the potential to result in damage to property and represents a threat to human health and safety. Stream and pond banks that are undermined by these aquatic mammals often subside creating a threat to machinery and human safety. Beavers create costly flooding hazards and damage to vegetation and grounds which can be very costly to repair. Beaver and muskrat damage will be controlled using body gripping traps and snares. Traps and snares will be set and checked according to State law, best management practices and APHIS WS policy Directives.

White-tailed Deer
Direct management activities will be conducted to reduce the white-tailed deer population on Duke Farms property. APHIS WS will assist Duke Farms by performing a pre-treatment survey and estimating an appropriate level of reduction that will result in a deer herd that is less detrimental to Duke Farms property. APHIS WS will pursue all necessary permits from the State of New Jersey. APHIS WS anticipates being permitted to shoot deer from elevated stands with or without bait, shoot deer trapped in clover or corral traps and shoot deer from a mobile platform such as a vehicle within the Duke Farms property. APHIS WS may apply for additional deer management methods during the next permit renewal to ensure the most appropriate methods are used under the varying circumstances at Duke Farms. Deer carcasses will be donated for non-human consumption.

Monitoring and surveillance will occur to determine the deer population density prior to and throughout removal activities. Monitoring and surveillance activities may include the use of feeding stations and motion-sensing trail cameras, as well as night population surveys.

In addition to the above-mentioned direct management actions, APHIS WS will:

1) Provide technical assistance to Duke Farms in other wildlife damage management matters that may arise.
2) Provide Duke Farms with a written report of management activities by December 31 of each year.

3) Complete annual reports associated with the U.S. Fish and Wildlife Service (USFWS) and NJ Division of Fish and Wildlife (NJDFW) for renewable depredation and other necessary permits.
4) Assist Duke Farms in obtaining any necessary permits that may be required to conduct white-tailed deer damage management activities.

Contact the local police department and NJDFW law enforcement officer to inform them of certain wildlife damage management activities (i.e., shooting) for safety and security reasons, if deemed necessary and appropriate.

Effective Dates

This Cooperative Service Agreement shall become effective on January 1, 2017, and shall expire on December 31, 2019.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$ 18,577
Vehicle (Fuel & Maintenance)	$ 833
Travel	$
Supplies & Equipment	$ 243
Subtotal (Direct Costs)	$ 19,653
Pooled Job Costs	$ 2,162
Indirect Costs	$ 3,174
TOTAL	$ 24,989

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$24,989 for the total of the 3 budget years.**

Billing Cycle: Quarterly

Financial Point of Contact

Duke Farms:

Name: (b) (6) [redacted] (b) (6) [redacted]

Address: 1112 Dukes Parkway West
Hillsborough, NJ 08844

Phone: (b) (6) [redacted] (b) (6) [redacted]

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

Forsythe National Wildlife Refuge
WORK PLAN FY 2017

Introduction

The U.S. Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for APHIS' Wildlife Services (APHIS WS) program are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations, and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

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

Description of Damage: Nest / egg predation of Federally endangered piping plovers (*Charadrius melodus*).

Location: US Fish and Wildlife Service (USFWS), Forsythe National Wildlife Refuge (NWR), Holgate, Ocean County, NJ.

Services Provided: APHIS WS biological personnel will conduct operational activities and provide technical assistance which includes: 1. Removal of terrestrial and avian predators from NWR property during FY2017. Planned activities will include operational predator removal to be conducted at Holgate as determined by Refuge personnel and WS biologists. 2. Coordination of management activities with NWR personnel and providing recommendations to reduce the occurrence of predation. 3. Providing a report summarizing activities conducted pursuant to this agreement at the cessation of field activities.

APHIS WS and the USFWS Agree:

1. USFWS will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife damage management activities and will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS WS will comply with all terms and conditions of this Agreement.
3. APHIS WS will conduct activities at the Holgate and Little Beach Island sections of Forsythe NWR.
4. Captured mammals and bird species will be euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized mammals may be sampled and tested in accordance with APHIS WS disease surveillance protocols.

Effective Dates: The Inter Agency agreement shall become effective upon February 1, 2017 and shall expire on April 1, 2017.

Forsythe National Wildlife Refuge
FINANCIAL PLAN FY 2017

Personnel Costs	$ 6,227
Vehicle (Fuel & Maintenance)	$ 481
Travel	$ 4,718
Supplies & Equipment	$ 624
Subtotal (Direct Costs)	$ 12,050
Pooled Job Costs	$ 1,325
Indirect Costs	$ 1,946
TOTAL	$ 15,321

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed $15,321.

Billing Cycle: Quarterly

Financial Point of Contact

Forsythe NWR:

Name: Fran Stephenson

Address: Sussex, NJ

Phone: 973-702-7266

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6-14)

Agreement No.: 17 7234 8081 RA
WBS Element: AP.RA.RX34.72.0124

COOPERATIVE SERVICE AGREEMENT
between
GLEN HARBOR HOMEOWNERS ASSOCIATION (HOA)
and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

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

ARTICLE 2

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

ARTICLE 3

APHIS WS and Glen Harbor HOA agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. Glen Harbor HOA will provide the U.S. Department of Agriculture the sum of $1,764 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. Glen Harbor HOA 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.
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. Glen Harbor HOA certifies that APHIS WS has advised Glen Harbor HOA that there may be private sector service providers available to provide wildlife management services that Glen Harbor HOA 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 federal 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 February 1, 2017 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 Glen Harbor HOA does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: 22-3279653

Glen Harbor HOA
(b) (6) [redacted]
P.O. Box 349
Glenwood, NJ 07418-0349
(862) 266-0355

(b) (6) [redacted]
(b) (6) [redacted]

Cooperator's Signatu [redacted] 1/26/17
Date

USDA-APHIS-Wildlife Services
Aaron Guikema
140C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 1

State Director Date

WORK PLAN

Wildlife Species: Canada goose (*Branta Canadensis*)

Description of Damage: Canada goose presence on Glen Harbor HOA property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Location: Wildlife damage management activities at Glen Harbor HOA (Sussex County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Services Provided: APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities at Glen Harbor HOA. Activities include Canada goose nest and egg management (egg addling) which inhibits reproduction to help control the local population and associated problems. Treatment and/or destruction of Canada goose nests and eggs will be conducted throughout the nesting season. At Glen Harbor HOA's request, management of other waterfowl species will be carried out by APHIS WS. APHIS WS will conduct activities and record take under a Federal Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to Glen Harbor HOA summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

APHIS WS and Glen Harbor HOA Agree:

1. Glen Harbor HOA will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife damage management activities and will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS WS will comply with all terms and conditions of this Agreement.
3. APHIS WS will conduct activities designated in the Work Plan only at the properties of Glen Harbor HOA, unless written permission has been granted by means of obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A) to conduct similar activities on neighboring properties.

Effective Dates: This Cooperative Service Agreement shall become effective on February 1, 2017 and shall expire on September 30, 2017.

FINANCIAL PLAN

Personnel Costs	$	894
Vehicle (Fuel & Maintenance)	$	288
Travel	$	0
Supplies & Equipment	$	205
Subtotal (Direct Costs)	$	1,387
Pooled Job Costs	$	153
Indirect Costs	$	224
TOTAL	$	1,764

APHIS WS costs are not based on number of nests found, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$1,764**.

Billing Cycle: Quarterly

Financial Point of Contact

Glen Harbor HOA:

Name: (b) (6) [redacted]

Address: c/o Glen Harbor HOA
P.O. Box 349, Glenwood NJ 07418

Phone: (b) (6) [redacted]

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6-14)

Agreement No.: 17 7234 8088 RA
WBS Element: AP.RA.RX34.72.0131

COOPERATIVE SERVICE AGREEMENT
between
HANOVER SEWAGE TREATMENT PLANT (HANOVER STP)
and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

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

ARTICLE 2

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

ARTICLE 3

APHIS WS and Hanover STP agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. Hanover STP will provide the U.S. Department of Agriculture the sum of $5,020 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. Hanover STP 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.
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. Hanover STP certifies that APHIS WS has advised Hanover STP that there may be private sector service providers available to provide wildlife management services that Hanover STP is seeking from APHIS WS.
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 federal 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 February 1, 2017 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 Hanover STP does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: 22-6017001

Hanover STP
Michael Wynne
1000 Route 10 P.O. Box 250
Whippany, NJ 07981-1005

Cooperator's Signature Date

USDA-APHIS-Wildlife Services
Aaron Guikema
140C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 - 5654 Ext. 11

State Director Date

WORK PLAN

Wildlife Species: Canada goose (*Branta Canadensis*)

Description of Damage: Canada goose presence on Hanover STP property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Location: The wildlife damage management program at Hanover STP (Morris County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Services Provided: APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at Hanover STP and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and Hanover STP will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At Hanover STP's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to Hanover STP summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

APHIS WS and Hanover STP Agree:

1. Hanover STP will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife damage management activities and will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS WS will comply with all terms and conditions of this Agreement.
3. Hanover STP has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at Hanover STP property(s).

Effective Dates: This Cooperative Service Agreement shall become effective on February 1, 2017 and shall expire on September 30, 2017.

FINANCIAL PLAN

Personnel Costs	$	1,714
Vehicle (Fuel & Maintenance)	$	185
Travel	$	1,647
Supplies & Equipment	$	402
Subtotal (Direct Costs)	$	3,948
Pooled Job Costs	$	434
Indirect Costs	$	638
TOTAL	$	5,020

APHIS WS costs are not based on number of nests found, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$5,020**.

Billing Cycle: Quarterly

Financial Point of Contact

Hanover STP:

Name: Michael Wynne

Address: PO Box 320
Whippany NJ 07981

Phone: 973 428 2477

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6-14)

Agreement No.: 17 7234 8011 RA
WBS Element: AP.RA.RX34.72.0052

COOPERATIVE SERVICE AGREEMENT
between
HANOVER TOWNSHIP PARKS
and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

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

ARTICLE 2

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

ARTICLE 3

APHIS WS and Hanover Township Parks agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. Hanover Township Parks will provide the U.S. Department of Agriculture the sum of $6,353 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. Hanover Township Parks 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.
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. Hanover Township Parks certifies that APHIS WS has advised Hanover Township Parks that there may be private sector service providers available to provide wildlife management services that Hanover Township Parks 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 federal 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 February 1, 2017 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 Hanover Township Parks does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: 22-6001855

Hanover Township Parks
Joe Giorgio
1000 Route 10, P.O. Box 250
Whippany, NJ 07981-1005

Joseph A. Giorgio 1/14/17
Cooperator's Signature Date

USDA-APHIS-Wildlife Services
Aaron Guikema
140C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

State Director Date

WORK PLAN

Wildlife Species: Canada goose (*Branta Canadensis*)

Description of Damage: Canada goose presence on Hanover Township Parks property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Location: The wildlife damage management program at Hanover Township Parks (Morris County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Services Provided: APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at Hanover Township Parks and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and Hanover Township Parks will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At Hanover Township Parks' request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to Hanover Township Parks summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

APHIS WS and Hanover Township Parks Agree:

1. Hanover Township Parks will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife damage management activities and will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS WS will comply with all terms and conditions of this Agreement.
3. Hanover Township Parks has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at Hanover Township Parks property(s).

Effective Dates: This Cooperative Service Agreement shall become effective on February 1, 2017 and shall expire on September 30, 2017.

FINANCIAL PLAN

Personnel Costs	$	4,055
Vehicle (Fuel & Maintenance)	$	466
Travel	$	0
Supplies & Equipment	$	475
Subtotal (Direct Costs)	$	4,996
Pooled Job Costs	$	550
Indirect Costs	$	807
TOTAL	$	6,353

APHIS WS costs are not based on number of nests found, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$6,353**.

Billing Cycle: Quarterly

Financial Point of Contact

Hanover Township Parks:

Name: JOSEPH A. GIORGIO, Business Adm./ Twp. Clerk

Address: 1000 Route 10, P.O. Box 250
Whippany, N.J. 07981-0250

Phone: 973-428-2467

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6-14)

Agreement No.: 17 7234 8089 RA
WBS Element: AP.RA.RX34.72.0132

COOPERATIVE SERVICE AGREEMENT

between
HIGHLAND LAKES COUNTRY CLUB
and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

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

ARTICLE 2

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

ARTICLE 3

APHIS WS and Highland Lakes Country Club agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. Highland Lakes Country Club will provide the U.S. Department of Agriculture the sum of $6,234 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. Highland Lakes Country Club 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.
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. Highland Lakes Country Club certifies that APHIS WS has advised Highland Lakes Country Club that there may be private sector service providers available to provide wildlife management services that Highland Lakes Country Club 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 federal 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 February 1, 2017 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 Highland Lakes Country Club does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: 22-0489444

Highland Lakes Country Club
(b) (6) [redacted]
P.O. Box 578
2240 Lakeside Drive West
Highland Lakes, NJ 07422-1857

(b) (6) [redacted]

General Manager 1/25/17
Date

USDA-APHIS-Wildlife Services
Aaron Guikema
140C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

State Director

Date

WORK PLAN

Wildlife Species: Canada goose (*Branta Canadensis*)

Description of Damage: Canada goose presence on Highland Lakes Country Club property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Location: The wildlife damage management program at Highland Lakes Country Club (Sussex County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Services Provided: APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at Highland Lakes Country Club and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Site visit(s) will be conducted by APHIS WS to determine pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and Highland Lakes Country Club will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At Highland Lakes Country Club's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to Highland Lakes Country Club summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

APHIS WS and Highland Lakes Country Club Agree:

1. Highland Lakes Country Club will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife damage management activities and will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS WS will comply with all terms and conditions of this Agreement.
3. Highland Lakes Country Club has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at Highland Lakes Country Club property(s).
4. Highland Lakes Country Club will conduct its own nest and egg management (egg addling) throughout the nesting season (March-May).

Effective Dates: This Cooperative Service Agreement shall become effective on February 1, 2017 and shall expire on September 30, 2017.

FINANCIAL PLAN

Personnel Costs	$	2,892
Vehicle (Fuel & Maintenance)	$	185
Travel	$	1,647
Supplies & Equipment	$	179
Subtotal (Direct Costs)	$	4,903
Pooled Job Costs	$	539
Indirect Costs	$	792
TOTAL	$	6,234

APHIS WS costs are not based on number of nests found, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$6,234**.

Billing Cycle: Quarterly

Financial Point of Contact

Highland Lakes Country Club:

Name: (b) (6) [redacted]

Address: P O Box 578
Highland Lakes, NJ 07422

Phone: (b) (6) [redacted]

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6-14)

Agreement No.: 17 7234 8072 RA
WBS Element: AP.RA.RX34.72.0115

COOPERATIVE SERVICE AGREEMENT

between
BOROUGH OF INTERLAKEN
and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

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

ARTICLE 2

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

ARTICLE 3

APHIS WS and BOROUGH OF INTERLAKEN agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. BOROUGH OF INTERLAKEN will provide the U.S. Department of Agriculture the sum of $2,411 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. BOROUGH OF INTERLAKEN 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.
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. BOROUGH OF INTERLAKEN certifies that APHIS WS has advised BOROUGH OF INTERLAKEN that there may be private sector service providers available to provide wildlife management services that BOROUGH OF INTERLAKEN 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 federal 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 February 1, 2017 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 BOROUGH OF INTERLAKEN does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: 21-6000759

BOROUGH OF INTERLAKEN
Lori Reibrich
100 Grasmere Avenue
Interlaken, NJ 07712-4421

1/19/17

Cooperator's Signature — Date

USDA-APHIS-Wildlife Services
Aaron Guikema
140C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 - 5654 Ext. 11

State Director — Date

WORK PLAN

Wildlife Species: Canada goose (*Branta Canadensis*)

Description of Damage: Canada goose presence on BOROUGH OF INTERLAKEN property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Location: Wildlife damage management activities at BOROUGH OF INTERLAKEN (Monmouth County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Services Provided: APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities at BOROUGH OF INTERLAKEN. Activities include Canada goose nest and egg management (egg addling) which inhibits reproduction to help control the local population and associated problems. Treatment and/or destruction of Canada goose nests and eggs will be conducted throughout the nesting season at 7-14 day intervals. At BOROUGH OF INTERLAKEN's request, management of other waterfowl species will be carried out by APHIS WS. APHIS WS will conduct activities and record take under a Federal Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to BOROUGH OF INTERLAKEN summarizing Canada goose management pursuant to this agreement no later than September 30, 2017.

APHIS WS and BOROUGH OF INTERLAKEN Agree:

1. BOROUGH OF INTERLAKEN will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife damage management activities and will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS WS will comply with all terms and conditions of this Agreement.
3. APHIS WS will conduct activities designated in the Work Plan only at the properties of BOROUGH OF INTERLAKEN, unless written permission has been granted by means of obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A) to conduct similar activities on neighboring properties.

Effective Dates: This Cooperative Service Agreement shall become effective on February 1, 2017 and shall expire on September 30, 2017.

FINANCIAL PLAN

Personnel Costs	$	1,342
Vehicle (Fuel & Maintenance)	$	332
Travel	$	0
Supplies & Equipment	$	222
Subtotal (Direct Costs)	$	1,896
Pooled Job Costs	$	209
Indirect Costs	$	306
TOTAL	$	2,411

APHIS WS costs are not based on number of nests found, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed $2,411.

Billing Cycle: Quarterly

Financial Point of Contact

BOROUGH OF INTERLAKEN:

Name: Bill Coy, Finance Clerk

Address: 100 Grasmere Ave
Interlaken NJ 07712

Phone: 732 531-7405

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 8084 RA
WBS Element: AP.RA.RX34.72.0127

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

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

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 Township of Jefferson mutually agree:

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

Township of Jefferson	APHIS WS:
Grace Rhinesmith	Aaron Guikema, State Director
Municipal Building	140-C Locust Grove Road
1044 Weldon Road	Pittstown, NJ 08867-4049
Lake Hopatcong, NJ 07849-2332	(908) 735 – 5654 Ext. 11

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

Township of Jefferson agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Township of Jefferson. Township of Jefferson 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). Township of Jefferson will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. Township of Jefferson 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 Township of Jefferson 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. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at Township of Jefferson as described in the Work and Financial Plans.

2. To designate to Township of Jefferson the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill Township of Jefferson 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 Township of Jefferson shall have the right to inspect and audit such records.

4. To coordinate with Township of Jefferson before responding to any media requests involving APHIS WS activities related to the program.

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

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

Township of Jefferson Taxpayer Identification Number (TIN) 22-6002010

Township of Jefferson:

BY: _____ 2/15/17
Township of Jefferson representative — Date
1044 Weldon Road
Lake Hopatcong, NJ 07849-2332

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

BY: _____ 3/6/17
Aaron Guikema — Date
State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

ATTACHMENT A
WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at Township of Jefferson (Morris County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on Township of Jefferson property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Township of Jefferson has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at Township of Jefferson property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at Township of Jefferson and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and Township of Jefferson will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At Township of Jefferson's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to Township of Jefferson summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on September 30, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	4,380
Vehicle (Fuel & Maintenance)	$	607
Travel	$	1,647
Supplies & Equipment	$	427
Subtotal (Direct Costs)	$	7,061
Pooled Job Costs	$	777
Indirect Costs	$	1,140
TOTAL	$	8,978

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$8,978.**

Billing Cycle: Quarterly

Financial Point of Contact

Township of Jefferson:

Name: Bill Eager, CFO

Address: Township of Jefferson
1033 Weldon Rd., Lake Hopatcong, NJ 07849

Phone: 973-208-6136

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 8051 RA
WBS Element: AP.RA.RX34.72.0094

COOPERATIVE SERVICE AGREEMENT
between
KANE MITIGATION, LLC
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

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 Kane Mitigation, LLC mutually agree:

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

Kane Mitigation, LLC:
Andrew L. Derickson
Sr. Vice President & General Counsel
4601 DTC Boulevard, Suite 130
Denver, CO 80237-2575
(720) 633-9676

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

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 Andrew L. Derickson or his designee, the State Director or his designee, and/or those additional persons authorized and approved by Andrew L. Derickson 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

Kane Mitigation, LLC agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Kane Mitigation, LLC. Kane Mitigation, LLC 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). Kane Mitigation, LLC will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. Kane Mitigation, LLC 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 Kane Mitigation, LLC 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. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at Kane Mitigation, LLC as described in the Work and Financial Plans.

2. To designate to Kane Mitigation, LLC the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill Kane Mitigation, LLC 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 Kane Mitigation, LLC shall have the right to inspect and audit such records.

4. To coordinate with Kane Mitigation, LLC before responding to any media requests involving APHIS WS activities related to the program.

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

Kane Mitigation, LLC certifies that APHIS WS has advised Kane Mitigation, LLC that there may be private sector service providers available to provide wildlife management services that Kane Mitigation, LLC 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 federal 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 Kane Mitigation, LLC 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.

Kane Mitigation, LLC Taxpayer Identification Number (TIN) 27-5162577

Kane Mitigation, LLC:

BY: _____ 12/29/16
Date

Andrew L. Derickson
Sr. Vice President & General Counsel
4601 DTC Boulevard, Suite 130
Denver, CO 80237-2575

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

BY: _____ 1/11/17
Date

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

BY: _____ 1/18/2017
Date

Janet Bucknall
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606-5213

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 authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The IWDM project will be directed at reducing Canada goose and mute swan damage to natural resources (wetland enhancement sites), human health and safety, and property at the at the Kane Mitigation, LLC mitigation bank site, located in the collective Boroughs of South Hackensack and Carlstadt (Bergen County), NJ.

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at the Kane Mitigation, LLC site:

Auditory and visual harassment (during the tenure of this Agreement), treatment and/or destruction of Canada goose and mute swan nests and eggs throughout the nesting season at 7-14 day intervals (typically conducted March-May) and/or shooting of resident Canada geese and mute swans located at the Kane Mitigation, LLC mitigation bank site. Auditory and visual harassment activities include dispersal or take of waterfowl species by use of lasers, shotguns, pellet rifles, air-soft pellet guns, paintball guns, RC vehicles, and other harassment devices. Capture and euthanasia of Canada geese located at the Kane Mitigation, LLC site will occur one day during the molt period in June or July, if geese are determined to be molting on site. APHIS WS and Kane Mitigation, LLC will determine if other capture methods such as corral traps, cannon nets, bow nets, alpha-chloralose and/or

other proposed methods as agreed upon by both parties, are appropriate. During the months of January-March and October-December, APHIS WS will conduct site visits and the above mentioned activities approximately, 1-2 days per week. For the months of April-September, APHIS WS will be on site 2-3 days per week conducting similar activities.

Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to Kane Mitigation, LLC summarizing waterfowl management pursuant to this Agreement, no later than January 31, 2018.

Effective Dates

This Agreement shall become effective on January 1, 2017, and shall expire on December 31, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	18,180
Vehicle (Fuel & Maintenance)	$	7,202
Travel	$	0
Supplies & Equipment	$	2,000
Subtotal (Direct Costs)	$	27,382
Pooled Job Costs	$	3,012
Indirect Costs	$	4,422
TOTAL	$	34,816

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$34,816.**

Billing Cycle: Monthly

Financial Point of Contact

Kane Mitigation, LLC:

Name: Andrew L. Derickson
Address: 4601 DTC Boulevard, Suite 130
Denver, CO 80237
Phone: (720) 633-9676

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6-14)

Agreement No.: 17 7234 8078 RA
WBS Element: AP.RA.RX34.72.0121

COOPERATIVE SERVICE AGREEMENT

between
TOWNSHIP OF LACEY
and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

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

ARTICLE 2

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

ARTICLE 3

APHIS WS and TOWNSHIP OF LACEY agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. TOWNSHIP OF LACEY will provide the U.S. Department of Agriculture the sum of $2,786 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. TOWNSHIP OF LACEY 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.
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. TOWNSHIP OF LACEY certifies that APHIS WS has advised TOWNSHIP OF LACEY that there may be private sector service providers available to provide wildlife management services that TOWNSHIP OF LACEY 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 federal 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 February 1, 2017 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 TOWNSHIP OF LACEY does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: _____216006469_____

TOWNSHIP OF LACEY
James Wioland
818 Lacey Rd
Forked River, NJ 08731-1302

Cooperator's Signature _____ 2/14/17 Date

USDA-APHIS-Wildlife Services
Aaron Guikema, State Director
140C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

State Director _____ Date

Best Copy Available

WORK PLAN

Wildlife Species: Canada goose (*Branta Canadensis*)

Description of Damage: Canada goose presence on TOWNSHIP OF LACEY property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Location: Wildlife damage management activities at TOWNSHIP OF LACEY (Ocean County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Services Provided: APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities at TOWNSHIP OF LACEY. Activities include Canada goose nest and egg management (egg addling) which inhibits reproduction to help control the local population and associated problems. Treatment and/or destruction of Canada goose nests and eggs will be conducted throughout the nesting season at 7-14 day intervals. At TOWNSHIP OF LACEY's request, management of other waterfowl species will be carried out by APHIS WS. APHIS WS will conduct activities and record take under a Federal Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to TOWNSHIP OF LACEY summarizing Canada goose management pursuant to this agreement no later than September 30, 2017.

APHIS WS and TOWNSHIP OF LACEY Agree:

1. TOWNSHIP OF LACEY will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife damage management activities and will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS WS will comply with all terms and conditions of this Agreement.
3. APHIS WS will conduct activities designated in the Work Plan only at the properties of TOWNSHIP OF LACEY, unless written permission has been granted by means of obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A) to conduct similar activities on neighboring properties.

Effective Dates: This Cooperative Service Agreement shall become effective on February 1, 2017 and shall expire on September 30, 2017.

FINANCIAL PLAN

Personnel Costs	$	1,780
Vehicle (Fuel & Maintenance)	$	217
Travel	$	0
Supplies & Equipment	$	194
Subtotal (Direct Costs)	$	2,191
Pooled Job Costs	$	241
Indirect Costs	$	354
TOTAL	$	2,786

APHIS WS costs are not based on number of nests found, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed $2,786.

Billing Cycle: Quarterly

Financial Point of Contact

TOWNSHIP OF LACEY:

Name: James Wioland

Address: 818 Lacey Road
Forked River, NJ 08731

Phone: 609 693 1100 ext 2303

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6-14)

Agreement No.: 17 7234 8094 RA
WBS Element: AP.RA.RX34.72.0140

COOPERATIVE SERVICE AGREEMENT

between
LAKE PINE COLONY CLUB
and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

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

ARTICLE 2

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

ARTICLE 3

APHIS WS and Lake Pine Colony Club agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. Lake Pine Colony Club will provide the U.S. Department of Agriculture the sum of $3,309 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. Lake Pine Colony Club 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.
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. Lake Pine Colony Club certifies that APHIS WS has advised Lake Pine Colony Club that there may be private sector service providers available to provide wildlife management services that Lake Pine Colony Club 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 federal 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 February 1, 2017 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 Lake Pine Colony Club does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: 22-6063098

Lake Pine Colony Club
PO Box 1091
Medford, NJ 08055-6091

(b) (6) [redacted]

1.12.17

Cooperator's Si[redacted] Date

USDA-APHIS-Wildlife Services
Aaron Guikema, State Director
140C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735- 5654 Ext. 11

State Director Date

WORK PLAN

Wildlife Species: Canada goose (*Branta Canadensis*)

Description of Damage: Canada goose presence on Lake Pine Colony Club property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Location: Wildlife damage management activities at Lake Pine Colony Club (Burlington County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Services Provided: APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities at Lake Pine Colony Club. Activities include Canada goose nest and egg management (egg addling) which inhibits reproduction to help control the local population and associated problems. Treatment and/or destruction of Canada goose nests and eggs will be conducted throughout the nesting season at 7-14 day intervals. At Lake Pine Colony Club's request, management of other waterfowl species will be carried out by APHIS WS. APHIS WS will conduct activities and record take under a Federal Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to Lake Pine Colony Club summarizing Canada goose management pursuant to this agreement no later than September 30, 2017 for year 1 and September 30, 2018 for year 2.

APHIS WS and Lake Pine Colony Club Agree:

1. Lake Pine Colony Club will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife damage management activities and will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS WS will comply with all terms and conditions of this Agreement.
3. APHIS WS will conduct activities designated in the Work Plan only at the properties of Lake Pine Colony Club, unless written permission has been granted by means of obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A) to conduct similar activities on neighboring properties.

Effective Dates: This Cooperative Service Agreement shall become effective on February 1, 2017 and shall expire on September 30, 2018.

2017 FINANCIAL PLAN (Year 1)

Personnel Costs	$	925
Vehicle (Fuel & Maintenance)	$	194
Travel	$	0
Supplies & Equipment	$	182
Subtotal (Direct Costs)	$	1,301
Pooled Job Costs	$	143
Indirect Costs	$	210
TOTAL	$	1,654

APHIS WS costs are not based on number of nests found, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$1,654**.

2018 FINANCIAL PLAN (Year 2)

Personnel Costs	$	926
Vehicle (Fuel & Maintenance)	$	194
Travel	$	0
Supplies & Equipment	$	182
Subtotal (Direct Costs)	$	1,302
Pooled Job Costs	$	143
Indirect Costs	$	210
TOTAL	$	1,655

APHIS WS costs are not based on number of nests found, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$1,655**.

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$3,309 for the total of the two budget years.**

Billing Cycle: Quarterly

Financial Point of Contact

Lake Pine Colony Club:

Name: (b) (6) [redacted]

Address: P.O. BOX 1091
MEDFORD, NJ 08055

Phone: (b) (6) [redacted]

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6-14)

Agreement No.: 17 7234 8027 RA
WBS Element: AP.RA.RX34.72.0069

COOPERATIVE SERVICE AGREEMENT

between
LAKES AT ALLUVIUM
and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

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

ARTICLE 2

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

ARTICLE 3

APHIS WS and LAKES AT ALLUVIUM agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. LAKES AT ALLUVIUM will provide the U.S. Department of Agriculture the sum of $1,943 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. LAKES AT ALLUVIUM 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.
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. LAKES AT ALLUVIUM certifies that APHIS WS has advised LAKES AT ALLUVIUM that there may be private sector service providers available to provide wildlife management services that LAKES AT ALLUVIUM 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 federal 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 February 1, 2017 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 LAKES AT ALLUVIUM does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: 22 2947280

LAKES AT ALLUVIUM
Community Management Services Group
455 Larchmont Blvd., Suite 14A
Mt. Laurel, NJ 08054-1929

1/17/17

Cooperator's Signature — Date

USDA-APHIS-Wildlife Services
Aaron Guikema, State Director
140C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

State Director — Date

WORK PLAN

Wildlife Species: Canada goose (*Branta Canadensis*)

Description of Damage: Canada goose presence on LAKES AT ALLUVIUM property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Location: Wildlife damage management activities at LAKES AT ALLUVIUM (Camden County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Services Provided: APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities at LAKES AT ALLUVIUM. Activities include Canada goose nest and egg management (egg addling) which inhibits reproduction to help control the local population and associated problems. Treatment and/or destruction of Canada goose nests and eggs will be conducted throughout the nesting season at 7-14 day intervals. At LAKES AT ALLUVIUM's request, management of other waterfowl species will be carried out by APHIS WS. APHIS WS will conduct activities and record take under a Federal Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to LAKES AT ALLUVIUM summarizing Canada goose management pursuant to this agreement no later than September 30, 2017.

APHIS WS and LAKES AT ALLUVIUM Agree:

1. LAKES AT ALLUVIUM will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife damage management activities and will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS WS will comply with all terms and conditions of this Agreement.
3. APHIS WS will conduct activities designated in the Work Plan only at the properties of LAKES AT ALLUVIUM, unless written permission has been granted by means of obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A) to conduct similar activities on neighboring properties.

Effective Dates: This Cooperative Service Agreement shall become effective on February 1, 2017 and shall expire on September 30, 2017.

FINANCIAL PLAN

Personnel Costs	$	1,064
Vehicle (Fuel & Maintenance)	$	282
Travel	$	0
Supplies & Equipment	$	182
Subtotal (Direct Costs)	$	1,528
Pooled Job Costs	$	168
Indirect Costs	$	247
TOTAL	$	1,943

APHIS WS costs are not based on number of nests found, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed $1,943.

Billing Cycle: Quarterly

Financial Point of Contact

LAKES AT ALLUVIUM:

Name: (b) (6) [redacted]

Address: 455 Larchmont Blvd Suite 14A
Mt. Laurel, NJ 08054

Phone: 856-802-1053 (b) (6) [redacted]

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 8014 RA
WBS Element: AP.RA.RX34.72.0055

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

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

ARTICLE 2

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

ARTICLE 3

APHIS WS and Leisuretowne Association mutually agree:

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

LEISURETOWNE ASSOCIATION:
(b) (6) [redacted]
102 South Plymouth Court
Southampton, NJ 08088-1376

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

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) [redacted] or her designee, the State Director or his designee, and/or those additional persons authorized and approved by the (b) (6) [redacted] nd the State Director.

3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

Leisuretowne Association agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Leisuretowne Association. Leisuretowne Association will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.

2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). Leisuretowne Association will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. Leisuretowne Association ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

3. To designate to APHIS WS the Leisuretowne Association 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. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

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

2. To designate to Leisuretowne Association the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill Leisuretowne Association for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and Leisuretowne Association shall have the right to inspect and audit such records.

4. To coordinate with Leisuretowne Association before responding to any media requests involving APHIS WS activities related to the program.

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

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

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this Agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal 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 Leisuretowne Association does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

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

Leisuretowne Association Taxpayer Identification Number (TIN): 22 1928425

Leisuretowne Association:

BY (b) (6) [redacted] 2/3/12

Print Name: (b) (6) [redacted] Date

Title:

Address: 102 South Plymouth Court
Southampton, NJ 08088

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

BY: _____ _____

Aaron Guikema Date
State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

ATTACHMENT A
WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at Leisuretowne Association (Burlington County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on Leisuretowne Association property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Leisuretowne Association has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at Leisuretowne Association property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at Leisuretowne Association and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and Leisuretowne Association will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At Leisuretowne Association's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to Leisuretowne Association summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on September 30, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	4,274
Vehicle (Fuel & Maintenance)	$	406
Travel	$	1,287
Supplies & Equipment	$	382
Subtotal (Direct Costs)	$	6,349
Pooled Job Costs	$	698
Indirect Costs	$	1,025
TOTAL	$	8,072

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed $8,072.

Billing Cycle: Quarterly

Financial Point of Contact

Leisuretowne Association:

Name: Leisuretowne Association Inc.
Address: 102 S. Plymouth Ct.
Southampton NJ 08088
Phone: 609-859-8001

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 8052 RA
WBS Element: AP.RA.RX34.72.0095

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

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

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 Manasquan River Golf Club mutually agree:

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

Manasquan River Golf Club:
(b) (6) [redacted]
843 Riverview Dr
Brielle, NJ 08730-1641

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

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) [redacted] or his designee, the State Director or his designee, and/or those additional persons authorized and approved by (b) (6) [redacted] (b) (6) [redacted] 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

Manasquan River Golf Club agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Manasquan River Golf Club. Manasquan River Golf Club will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.

2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). Manasquan River Golf Club will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. Manasquan River Golf Club 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 Manasquan River Golf Club authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.

4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.

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

6. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at Manasquan River Golf Club as described in the Work and Financial Plans.

2. To designate to Manasquan River Golf Club the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill Manasquan River Golf Club for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and Manasquan River Golf Club shall have the right to inspect and audit such records.

4. To coordinate with Manasquan River Golf Club before responding to any media requests involving APHIS WS activities related to the program.

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

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

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this Agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal 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 Manasquan River Golf Club 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.

Manasquan River Golf Club Taxpayer Identification Number (TIN) 210506150

Manasquan River Golf Club:

BY: (b) (6) [redacted] 1/6/17
Date

Print Name: (b) (6) [redacted]
Title: (b) (6) [redacted]
Address: 843 Riverview Dr
Brielle NJ 08730

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

BY: _____ _____
Date

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

ATTACHMENT A
WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at Manasquan River Golf Club (Monmouth County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on Manasquan River Golf Club property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Manasquan River Golf Club has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at Manasquan River Golf Club property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at Manasquan River Golf Club and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and Manasquan River Golf Club will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At Manasquan River Golf Club's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to Manasquan River Golf Club summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on September 30, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	3,956
Vehicle (Fuel & Maintenance)	$	466
Travel	$	1,311
Supplies & Equipment	$	413
Subtotal (Direct Costs)	$	6,146
Pooled Job Costs	$	676
Indirect Costs	$	993
TOTAL	$	7,815

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$7,815**.

Billing Cycle: Quarterly

Financial Point of Contact

Manasquan River Golf Club:

Name: (b) (6) [redacted]

Address: 843 Riverview Dr
Brielle NJ 08730

Phone: (b) (6) [redacted]

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WORK PLAN – FY 2017

for a Wildlife Hazard Management Program at Joint Base – McGuire-Dix-Lakehurst (JB MDL)

1.0 PURPOSE

A significant Bird/Wildlife Aircraft Strike Hazard (BASH) threat from indigenous and migratory wildlife exists at Joint Base – McGuire-Dix-Lakehurst (JB MDL). From FY12 to FY16, 342 wildlife strikes were reported at JB MDL to include eleven reportable mishaps with aircraft damages exceeding $292,000 in parts and/or labor. United States Air Force Instruction 91-202, *The USAF Mishap Prevention Program*, requires installation host and tenant safety offices with flying operations to establish a BASH plan. This Instruction also recommends a dedicated wildlife hazard management specialist be retained on staff because of the complexities of BASH abatement and potential loss of aircraft and crew (Paragraph 7.3.1.5.4).

The 305th Air Mobility Wing and 87th Air Base Wing requested assistance from the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service, Wildlife Services (APHIS WS) in managing wildlife to alleviate threats and damage to human health and safety, aviation and ground-based operations, and property (aircraft, equipment, hangars and other structures, etc.).

This plan outlines the work to be undertaken by APHIS WS to minimize threats to aviation safety and other resources from damage associated with wildlife at and around JB MDL in Burlington County, New Jersey.

2.0 BACKGROUND

APHIS WS has provided technical assistance, wildlife hazard management services, and Wildlife Hazard Assessments (WHA) in the past to JB MDL. Technical assistance primarily included answering general wildlife questions and Permit Review (WS Form 37) for the Base's Migratory Bird Depredation Permit renewal application. The WHA was conducted by APHIS WS in the mid-1990s for McGuire Air Force Base and was incorporated into its Bird Aircraft Strike Hazard (BASH) plan. In June 2013, the Natural and Cultural Resources unit at JB MDL requested assistance from APHIS WS to conduct a WHA on the McGuire airfield portion of the Joint Base and a second WHA was submitted in March of 2015. A Military Interdepartmental Purchase Request (MIPR) was received on September 27, 2013 to secure FY13 funds for the year-long assessment.

In September 2013, the Chief of Flight Safety at JB MDL contacted APHIS WS regarding wildlife hazard management services throughout JB MDL, including both McGuire and Lakehurst airfields, other federal government property, and adjacent lands. JB MDL encompasses an area of approximately 42,000 acres and spans more than 20 miles east to west. APHIS WS met with the Chief of Flight Safety on October 3, 2013 to discuss options for an

integrated wildlife hazard management program and conducted a site visit of JB MDL to assess wildlife hazards and determine a scope of work. In November of 2014, APHIS WS initiated an integrated wildlife damage management program at JB MDL to minimize wildlife threats to aviation.

3.0 SCOPE OF WORK

APHIS WS will provide assistance to the 305th Air Mobility Wing and 87th Air Base Wing at JB MDL in the following general areas: wildlife hazard monitoring, wildlife management and control operations, habitat management, data analysis and research, administrative support, and training.

APHIS WS will provide one full-time wildlife biologist (GS-0486 series) and two full-time wildlife technicians (GS-0404 series), who are qualified in the field of wildlife damage management and dedicated to the implementation of the JB MDL BASH plan.

In 2016, the APHIS WS wildlife biologist assigned to JB MDL separated from APHIS WS and the hiring process to find a new qualified biologist was been initiated. The target date to fill the position is October 17th, 2016. APHIS WS has temporarily assigned other qualified GS-0486 staff to complete the duties of Wildlife Biologist at JB MDL.

3.1 Wildlife Hazard Monitoring

APHIS WS will develop and implement a monitoring program to assess wildlife species posing a threat to flight safety. Standardized wildlife surveys will be conducted monthly and seasonally to monitor migratory patterns, habitat use, and species composition of birds and mammals. The surveys will identify trends and estimates of population sizes.

Airfield Bird Surveys - APHIS WS will conduct standardized monthly airfield point count surveys to collect data on species inhabiting the airfields and surrounding environment.

Mammal Surveys – APHIS WS will conduct standardized monthly vehicle surveys at night to collect data on white-tailed deer inhabiting the airfields and surrounding environment. As required, APHIS WS will conduct seasonal (spring and fall) catch-per-unit-effort surveys to collect data on rodent species inhabiting the airfields.

Strike Reporting – APHIS WS will provide aircraft strike reporting assistance to the 305th Air Mobility Wing. As required, APHIS WS will respond to strike incidents and collect strike remains, perform investigations, and ensure remains are submitted to the Smithsonian Institute Bird Identification Laboratory for positive identification.

3.2 Wildlife Management and Control Operations

APHIS WS will develop and implement an integrated wildlife management program to reduce flight safety threats from hazardous wildlife species. Wildlife management and control operations will be conducted disperse or remove hazardous wildlife species posing an immediate

risk to flight safety and to control the local populations of hazardous wildlife. APHIS WS will document all wildlife management and control activities.

Airfield BASH Inspections – APHIS WS will conduct routine airfield BASH inspections throughout the period of air operations. APHIS WS will coordinate BASH activities with the 305th Air Mobility Wing. Dispersal methods will include, but are not limited to, the following: pyrotechnics, propane cannons, distress calls, paintball guns, vehicles, and firearms. In absence of and/or outside the normal duty hours of APHIS WS, Airfield Management Operations will be the primary unit for airfield BASH response.

Wildlife Hazard Management/Local Population Control - As required, APHIS WS will coordinate and implement methods to control the abundance of hazardous wildlife on and surrounding the airfields. Methods to control (i.e., remove, take) hazardous wildlife will be conducted in accordance with the JB MDL BASH plan and will include, but are not limited to, the following: nest removal, egg addling (i.e., oiling, puncturing), live trapping and relocation, live trapping and euthanasia, lethal trapping, chemical immobilization, and shooting.

3.3 Habitat Management

APHIS WS will provide technical assistance in developing habitat modification and prevention plans to reduce the attractiveness of the area to hazardous wildlife species. APHIS WS will monitor existing airfield habitats, and review land-use projects and base development projects to ensure conditions do not support or attract hazardous wildlife species. The goal is to make the airfield less attractive to wildlife, while sustaining environmental compliance requirements. Communication between base planners, engineers, and APHIS WS during the review of base development or improvement projects is paramount. Habitat management efforts will include, but are not limited to, the following: grass management, drainage control, landscaping, structure exclusion, wetland mitigation practices, and storm water management.

3.4 Data Analysis and Research

APHIS WS will conduct data analysis and interpretation to accurately assess wildlife hazards, provide management recommendations, and measure the effectiveness of management actions. APHIS WS will use descriptive statistics to describe wildlife abundance trends, behavior, habitat use, and population indices. APHIS WS will provide monthly and annual wildlife hazard assessment reports. APHIS WS may also participate in scientific-based wildlife damage research projects with the APHIS WS - National Wildlife Research Center or the Air Force Flight Safety Center at Kirtland AFB.

3.5 Administrative Support

APHIS WS will work in concert with and provide administrative support to the 305 AMW Chief of Flight Safety. Administrative support will include, but is not limited to, the following: JB MDL BASH Plan management, Wildlife Hazard Working Group (WHWG) coordination, monitoring of base-wide compliance with applicable Air Force Instruction, maintaining appropriate wildlife damage management permits, maintaining a continuity folder, attending

applicable meetings and presenting pertinent materials, liaison to base and off-base agency officials, and promoting a BASH awareness program and culture.

3.6 Training

APHIS WS will provide BASH training to WHWG representatives and/or organizations as necessary or upon request. BASH training is necessary to elevate BASH awareness and facilitate active participation within the WHWG. The training may include, but is not limited to, the following: overview of laws associated with wildlife management, proper dispersal techniques, observational data recording, wildlife identification and control, habitat management, seasonal BASH threats, and strike reporting.

4.0 EFFECTIVE DATES

This Interagency Agreement shall become effective on October 1, 2016 and shall expire on September 30, 2017.

5.0 LEGAL AUTHORITY

USDA is directed by law to protect American agriculture and other resources from damage associated with wildlife. 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 other federal, state, and local jurisdictions; individuals; public and private agencies; organizations; and institutions for 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.

APHIS WS Directive 2.305, *Wildlife Hazards to Aviation*, provides guidance for APHIS WS wildlife biologists in providing technical assistance or direct control to airport managers, State aviation agencies, the aviation industry, the Federal Aviation Administration (FAA), and the Department of Defense (DOD) regarding hazards caused by wildlife to airport safety. APHIS WS activities are conducted in cooperation with other Federal, State and local agencies, and with private organizations and individuals.

The APHIS WS program is a non-regulatory, Federal cooperative wildlife management program whose mission is to provide leadership in reducing conflicts between people and wildlife. APHIS WS has the primary responsibility for responding to threats caused by migratory birds. A growing focus of APHIS WS is to help promote aviation safety by working with airport/airbase management to document, assess, and manage wildlife hazards at airports and airbases throughout the country.

A Memorandum of Understanding (MOU #12-34-71-0007-MU) established a cooperative relationship between the DOD and USDA to resolve hazards to aviation by wildlife and defines the respective roles of the agencies in resolving wildlife hazards on airbases. This MOU recognizes that APHIS WS has the professional and technical knowledge to reduce wildlife hazards on or near airports/airbases, and it acknowledges that most airbases do not possess this

expertise. Air Force Instruction 91-202 requires each airbase safety office to develop a BASH plan. Even though the airbase may work with APHIS WS to develop this plan or use a Wildlife Hazard Assessment to support the plan, it is the responsibility of the safety office (not APHIS WS) for the development, approval, and implementation of the plan. Air Force Pamphlet 91-212, *BASH Management Techniques*, provides guidance on the content and implementation of a BASH plan for an airbase. Department/agency cooperation between the USDA and DOD is also based on language contained in the Sikes Act (16 USC 670a-670o, 74 Stat. 1052) and DOD Instruction 4150.07 (DOD Pest Management Program).

JB MDL and APHIS WS acknowledge that both parties are required to comply with federal and state environmental laws and regulations in effect at the time of performance under this Work Plan, specifically those laws and regulations concerning fish, game and wildlife.

6.0 JB MDL RESPONSIBILITIES

JB MDL will be responsible for identifying a Project Manager to coordinate with APHIS WS personnel.

JB MDL will provide a work space with a telephone and access to a fax machine and internet for use by APHIS WS field personnel stationed at the base. JB MDL will also provide APHIS WS staff with any training needed for access and/or access identification to base properties.

JB MDL 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.

JB MDL will make every attempt to give advance notification of any new airfield projects or exercises that may impact current practices in an effort to properly plan for additional wildlife safety threats.

JB MDL 87th Environmental Branch, Natural Resources Section (CES/CEIE) will be responsible, as necessary, for securing all appropriate federal and state permits required for performing wildlife damage management activities and will list APHIS WS as a subpermittee on such permits.

FINANCIAL PLAN - FY 2017

Personnel Costs *Salaries and benefits of field staff stationed at JB MDL (1 GS-09 biologist, 2 GS 5/6/7 techs)* *Salaries and benefits of administrative personnel (supervisory, budget, and program support)*	**$215,928**
Vehicles (Fuel and Maintenance) *(Leasing or APHIS WS owned vehicles)*	**$ 13,500**
Supplies & Equipment *(Office supplies [computers, cell phones, licenses and permits] and field equipment [firearms, traps, pyrotechnics])*	**$ 5,131**
Travel & Training *(Required firearms training, Bird Strike conference)*	**$ 3,352**
Subtotal (Direct Costs)	**$237,911**
Pooled Job Costs *(Equipment shared across projects, equipment depreciation)*	**$ 26,170**
Indirect Costs *(Office operating costs, environmental [NEPA] compliance)*	**$ 38,423**
Total	**$302,504**

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.*

Financial Point of Contact

JB MDL: Jennifer Kenney
RA for JB MDL
Phone: (732) 323-4776

APHIS WS: Lisa L. Spinelli
Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 8026 RA
WBS Element: AP.RA.RX34.72.0068

COOPERATIVE SERVICE AGREEMENT
between
MEDFORD LAKES COLONY CLUB
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

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 MEDFORD LAKES COLONY CLUB mutually agree:

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

MEDFORD LAKES COLONY CLUB:
(b) (6) [redacted]
79 Tecumseh Trail
Medford Lakes, NJ 08055-1627

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

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) [redacted] or her designee, the State Director or his designee, and/or those additional persons authorized and approved by (b) (6) [redacted] 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

MEDFORD LAKES COLONY CLUB agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by MEDFORD LAKES COLONY CLUB. MEDFORD LAKES COLONY CLUB will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.

2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). MEDFORD LAKES COLONY CLUB will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. MEDFORD LAKES COLONY CLUB 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 MEDFORD LAKES COLONY CLUB authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.

4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.

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

6. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at MEDFORD LAKES COLONY CLUB as described in the Work and Financial Plans.

2. To designate to MEDFORD LAKES COLONY CLUB the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill MEDFORD LAKES COLONY CLUB for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and MEDFORD LAKES COLONY CLUB shall have the right to inspect and audit such records.

4. To coordinate with MEDFORD LAKES COLONY CLUB before responding to any media requests involving APHIS WS activities related to the program.

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

MEDFORD LAKES COLONY CLUB certifies that APHIS WS has advised MEDFORD LAKES COLONY CLUB that there may be private sector service providers available to provide wildlife management services that MEDFORD LAKES COLONY CLUB is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this Agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal 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 MEDFORD LAKES COLONY CLUB 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.

Medford Lakes Colony Club Taxpayer Identification Number (TIN) ___21-0512290___

MEDFORD LAKES COLONY CLUB:

(b) (6)

BY: [redacted] _____ 12/23/16
Date

79 Tecumseh Trail
Medford Lakes, NJ 08055-1627

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

BY: _____ 11/11/17
Date

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

ATTACHMENT A
WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at MEDFORD LAKES COLONY CLUB (Burlington County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on MEDFORD LAKES COLONY CLUB property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

MEDFORD LAKES COLONY CLUB has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at MEDFORD LAKES COLONY CLUB property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at MEDFORD LAKES COLONY CLUB and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and MEDFORD LAKES COLONY CLUB will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At MEDFORD LAKES COLONY CLUB's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to MEDFORD LAKES COLONY CLUB summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on September 30, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	4,513
Vehicle (Fuel & Maintenance)	$	379
Travel	$	1,287
Supplies & Equipment	$	257
Subtotal (Direct Costs)	$	6,436
Pooled Job Costs	$	708
Indirect Costs	$	1,039
TOTAL	$	8,183

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed $**8,183**.

Billing Cycle: Quarterly

Financial Point of Contact

MEDFORD LAKES COLONY CLUB:

Name: (b) (6) [redacted]

Address: 79 Tecumseh Trail
Medford Lakes NJ

Phone: (b) (6) [redacted]

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

Agreement No.: 16 7234 8101 RA
WBS Element: AP.RA.RX34.72.0147

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

ARTICLE 1

The purpose of this Cooperative Service Agreement (Agreement) is to facilitate APHIS WS in providing MIDDLESEX COUNTY with a two-year integrated wildlife damage management program aimed at reducing Canada goose damage to human health and safety, property, and natural resources in Middlesex County, NJ. To accomplish this, APHIS WS will provide one full-time Wildlife Specialist (with the oversight of APHIS WS Wildlife Biologists) who will identify, implement and monitor measures to alleviate or eliminate waterfowl and other wildlife damage as defined in the Work Plan (Attachment A).

Attachment A, the Work Plan, provides a detailed description of all phases of the Agreement. Attachment B, the Financial Plan, provides an outline of costs for the length of the Agreement, with a budget year total not to exceed $121,420 for the first year and $123,059 for the second year. Costs will not exceed $244,479 for the total of the two budget years.

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 MIDDLESEX COUNTY mutually agree:

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

MIDDLESEX COUNTY:	APHIS WS:
Rick Lear, Division Head	Aaron Guikema, State Director
P.O. Box 661	140-C Locust Grove Road
New Brunswick, NJ 08903-0661	Pittstown, NJ 08867-4049
	(908) 735–5654 Ext. 11

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 Rick Lear or his designee, the State Director or his designee, and/or those additional persons authorized and approved by the Rick Lear, 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

MIDDLESEX COUNTY agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by MIDDLESEX COUNTY. MIDDLESEX COUNTY 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). MIDDLESEX COUNTY will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. MIDDLESEX COUNTY 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 MIDDLESEX COUNTY 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 with a purchase price of $5,000 or more per unit, purchased directly with funds from the cooperator for use solely on this project shall be subject to disposal according to APHIS policy, and shall be specifically listed in the attached work plan and financial plan. Property title/disposal shall be determined when this project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to APHIS policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of $5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use solely for this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

8. To obtain the appropriate permits for removal activities for Canada geese and list APHIS WS as a subpermitee.

9. To provide APHIS WS personnel with reasonable office or cubicle space, including a telephone, fax and Internet service; and to provide space for outdoor storage of equipment and supplies necessary to conduct APHIS WS activities in MIDDLESEX COUNTY.

10. To provide parking for Federal vehicles while conducting official duties.

ARTICLE 5

APHIS WS Agrees:

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

2. To designate to MIDDLESEX COUNTY the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

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

4. To administer the program through utilization of Federal employees and supervisors.

5. To coordinate with MIDDLESEX COUNTY before responding to any media requests involving APHIS WS activities related to the program.

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

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

MIDDLESEX COUNTY Taxpayer Identification Number (TIN) 22-6002454

MIDDLESEX COUNTY:

BY: _____ 2-4-16
Ronald G. Rios, Freeholder Director — Date

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

BY: _____ Acting State Director — 2-25-16
Aaron Guikema — Date
State Director
USDA, APHIS, WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

BY: _____ 3/9/16
Charles S. Brown — Date
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606-5213

APPROVED AS TO FORM AND LEGALITY

NIKI ATHANASOPOULOS, ESQ.
SENIOR DEPUTY COUNTY COUNSEL

Best Copy Available

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 authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The IWDM program will be directed primarily at reducing Canada goose damage to human health and safety, property, and natural resources at parks, gardens, nature trails, recreational areas, and other public-use sites in MIDDLESEX COUNTY, NJ.

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will assist MIDDLESEX COUNTY in implementing an IWDM program. An ongoing IWDM program will provide the greatest practical level of protection associated with wildlife damage at the MIDDLESEX COUNTY properties.

One full-time Wildlife Specialist (with the oversight of APHIS WS Wildlife Biologists and supervision by the APHIS WS District Supervisor or State Director) will be assigned to MIDDLESEX COUNTY and will assist MIDDLESEX COUNTY in the following:

MANAGEMENT ACTIONS

Operational Activities

1) Ongoing non-lethal waterfowl (Canada geese, mute swans, mallards, domestic ducks and domestic geese) frightening/harassment to be conducted year-round, methods include but are not limited to: visual, auditory, and chemical repellents such as, reflective tape, pyrotechnics, lasers, harassment shooting, dogs, eyespot balloons, flagging, and methyl anthranilate.
2) Controlled shooting of waterfowl (Canada geese, mute swans, mallards, domestic ducks and domestic geese) to reinforce harassment methods or to accomplish other program objectives.
3) Treatment of waterfowl nests and eggs (Canada geese, mute swans, mallards, domestic ducks and domestic geese) throughout the nesting season (March – May), in approximate 7-14 day intervals, to reduce reproduction levels.
4) Capture and euthanasia of Canada geese and domestic ducks and geese from various locations in MIDDLESEX COUNTY during the molting period. Activities will include up to three total capture days and assistance from 7 additional APHIS WS staff.
5) Capture and removal of Canada geese, mallards, domestic ducks and domestic geese, by use of alpha-chloralose as an avian immobilizing agent.
6) Use of cannon/rocket nets or other specialized equipment as necessary to capture and remove damaging species of waterfowl.
7) Upon request from MIDDLESEX COUNTY and with appropriate regulatory approvals and permits, APHIS WS will assist with harassment and removal of mammal and additional avian species. These species include, but are not limited to: beaver, muskrat, coyote, fox, white-tailed deer, raccoons, skunk, opossum, pigeons, turkey vultures, black vultures and double-crested cormorants.

All activities will be conducted during mutually agreed upon hours of day and night, with regular, night differential and overtime hours worked, as necessary, to accomplish the objectives of the program. When shooting is conducted, MIDDLESEX COUNTY will be appropriately notified and informed. MIDDLESEX COUNTY will authorize participation of MIDDLESEX COUNTY security and/or local police departments for safety and security reasons during conduct of activities, if deemed necessary and appropriate by APHIS WS and MIDDLESEX COUNTY. Wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS) and the New Jersey Division of Fish and Wildlife (NJDFW), by burial, incineration, and/or donation for non-human consumption. Wildlife will be euthanized in accordance with recommendations by the American Veterinary Medical Association (AVMA) and APHIS WS policy.

All APHIS WS activities shall be conducted by APHIS WS personnel, and shall be in compliance with the National Environmental Policy Act, Migratory Bird Treaty Act, Endangered Species Act, and all other applicable Federal, State, and local laws and regulations. Removal of waterfowl, nests, or their eggs shall be conducted pursuant to a Federal depredation permit (co-signed by the NJDFW) and issued to MIDDLESEX

COUNTY. Record keeping and annual reporting shall be conducted by APHIS WS as indicated below.

Education, Training, and Information Transfer

1) Coordinate and assist in information transfer and training of participating MIDDLESEX COUNTY personnel with regard to waterfowl and wildlife identification, frightening/harassment techniques, equipment handling/safety procedures and permit processes.
2) Provide oversight and instructional assistance in the implementation of habitat modification and exclusionary measures.
3) Liaison with local, State, and Federal regulatory agencies, and municipalities located within MIDDLESEX COUNTY, and other organizations, if necessary, as part of a comprehensive IWDM.
4) Assist MIDDLESEX COUNTY as requested in providing the media with scientifically-based information regarding wildlife and wildlife damage management in MIDDLESEX COUNTY.
5) Present specific information relating to IWDM and damage issues involved with human health and safety, property, and natural resources during committee or other meetings. Meetings include internal meetings between APHIS WS and MIDDLESEX COUNTY, as well as external meetings that MIDDLESEX COUNTY requests APHIS WS attends either on their behalf or with them.
6) Provide technical assistance to MIDDLESEX COUNTY in other wildlife damage management matters that may arise.

Reports and Permits

1) Prepare all required reports to document activities and periodic progress reports to be shared with MIDDLESEX COUNTY. Such progress reports will include quarterly reports of activities, observations, and recommendations.
2) Complete annual reports associated with the USFWS and NJDFW for renewable depredation and other necessary permits.
3) Assist MIDDLESEX COUNTY in obtaining any necessary permits that may be required to conduct waterfowl and wildlife damage management activities.

Monitoring of Wildlife

1) Conduct waterfowl surveys in MIDDLESEX COUNTY to document the biology and ecological relationships of waterfowl populations in the area. Data pertaining to the occurrence, location, and movements of waterfowl species on a daily and seasonal basis will be recorded and damaging animals will be managed accordingly.

Waterfowl Research

1) If deemed appropriate through dialogue between MIDDLESEX COUNTY and APHIS WS, research (e.g., capture and banding/marking geese) may be conducted to determine migratory status of wintering Canada geese.
2) Through discussions with APHIS WS National Wildlife Research Center and review of current scientific journals and other literature, other research projects may be developed depending on time available and need.

B. RESULTS AND BENEFITS EXPECTED

MIDDLESEX COUNTY will receive far-reaching benefits from the assistance by APHIS WS personnel. Expected benefits include:

1) Alleviation of problems caused by waterfowl and wildlife due to the continued presence of field personnel with expertise in wildlife damage issues.
2) Direct management of waterfowl and wildlife problems in a timely and efficient manner.
3) Consultation and recommendations on altering or eliminating problematic waterfowl and wildlife habitats.
4) Quantitative data on waterfowl and wildlife species, including frequency of occurrence.
5) Identification of seasonal and behavioral activity of waterfowl and wildlife.
6) Identification and management of waterfowl and wildlife species, and the types of habitat in which they are attracted.

C. RESOURCES REQUIRED

An APHIS WS Wildlife Specialist will conduct the activities described in this Agreement. Additional APHIS WS Wildlife Biologists and Specialists will assist as necessary with meetings, presentations and wildlife damage management operations.

MIDDLESEX COUNTY will appoint an individual as a point of contact. MIDDLESEX COUNTY will provide logistical support (e.g., access to areas, security, etc.). The APHIS WS Wildlife Specialist will complete all necessary training and coordinate with appropriate personnel to maintain training requirements during the life of the Agreement.

D. PROCUREMENT AND OFFICE SPACE

Purchase of supplies and the hiring of a Wildlife Specialist will be done by APHIS WS as outlined in the Financial Plan. Additionally, all expenditures will be processed through APHIS WS' administrative system as described in the Financial Plan.

MIDDLESEX COUNTY will provide office space, phone service, and access to copiers, and fax machines for the APHIS WS Specialist. APHIS WS will provide a vehicle, necessary office supplies (computer, cell phone), and necessary field supplies such as binoculars, spotting scope, range finder, firearms, traps, ammunition, and other necessary equipment for use in the field.

E. STIPULATIONS AND RESTRICTIONS

APHIS WS activities under this Agreement will be limited to MIDDLESEX COUNTY properties. Techniques will be environmentally sound, safe, and selective. All program activities will comply with applicable local, State, and Federal laws and regulations. If applicable, both Federal and State permits will be secured to perform the work outlined in this Agreement. These activities will be within the policy guidelines of APHIS WS.

Effective Dates

This Agreement shall become effective on April 1, 2016, and shall expire on March 30, 2018.

Resources Required

APHIS WS will provide a full-time Wildlife Specialist to work in MIDDLESEX COUNTY. The Wildlife Specialist will be assisted by a Wildlife Biologist and supervised by the District Supervisor and/or State Director within the APHIS WS' New Jersey Program.

ATTACHMENT B
FINANCIAL PLAN

Year 1

Personnel Costs	$ 80,763
Vehicle (Fuel & Maintenance)	$ 6,467
Travel	$ 4,161
Supplies & Equipment	$ 4,103
Subtotal (Direct Costs)	$ 95,494
Pooled Job Costs	$ 10,504
Indirect Costs	$ 15,422
TOTAL	$ 121,420

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but will not exceed $121,420 for the budget year.

Year 2

Personnel Costs	$ 83,568
Vehicle (Fuel & Maintenance)	$ 6,467
Travel	$ 4,161
Supplies & Equipment	$ 2,587
Subtotal (Direct Costs)	$ 96,783
Pooled Job Costs	$ 10,646
Indirect Costs	$ 15,630
TOTAL	$ 123,059

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but will not exceed $123,059 for the budget year.

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$244,479 for the total of the two budget years.**

Billing Cycle: Monthly

Financial Point of Contact

MIDDLESEX COUNTY:

Name: Rick Lear, Director

Address: PO Box 661

New Brunswick, NJ 08903

Phone: 732 - 745-5988

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 8017 RA
WBS Element: AP.RA.RX34.72.0058

COOPERATIVE SERVICE AGREEMENT
between
BOROUGH OF MONMOUTH BEACH
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement (Agreement) is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

ARTICLE 2

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

ARTICLE 3

APHIS WS and the BOROUGH OF MONMOUTH BEACH mutually agree:

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

BOROUGH OF MONMOUTH BEACH:
Jeffrey W. Mitchell Jr.
Commissioner
22 Beach Road
Monmouth, NJ 07750-1345

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext.11

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 Mr. Mitchell or his designee, the State Director or his designee, and/or those additional persons authorized and approved by Mr. Mitchell 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 BOROUGH OF MONMOUTH BEACH agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by the BOROUGH OF MONMOUTH BEACH. The BOROUGH OF MONMOUTH BEACH will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.

2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). The BOROUGH OF MONMOUTH BEACH will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The BOROUGH OF MONMOUTH BEACH ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

3. To designate to APHIS WS the BOROUGH OF MONMOUTH BEACH authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.

4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.

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

6. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at the BOROUGH OF MONMOUTH BEACH as described in the Work and Financial Plans.

2. To designate to the BOROUGH OF MONMOUTH BEACH the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill the BOROUGH OF MONMOUTH BEACH for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and the BOROUGH OF MONMOUTH BEACH shall have the right to inspect and audit such records.

4. To coordinate with the BOROUGH OF MONMOUTH BEACH before responding to any media requests involving APHIS WS activities related to the program.

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

The BOROUGH OF MONMOUTH BEACH certifies that APHIS WS has advised the BOROUGH OF MONMOUTH BEACH that there may be private sector service providers available to provide wildlife management services that the BOROUGH OF MONMOUTH BEACH is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this Agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal 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 BOROUGH OF MONMOUTH BEACH does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

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

Borough of Monmouth Beach Taxpayer Identification Number (TIN) ____21-6000880__

BOROUGH OF MONMOUTH BEACH:

BY: _____ 1/31/17
Date

Jeffrey W. Mitchell Jr.
Commissioner
22 Beach Road
Monmouth, NJ 07750-1345

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

BY: _____ _____
Date

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

ATTACHMENT A
WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at the BOROUGH OF MONMOUTH BEACH property(s) (Monmouth County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on the BOROUGH OF MONMOUTH BEACH property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

The BOROUGH OF MONMOUTH BEACH has employed non-lethal Canada goose management techniques on their property(s) prior to this Agreement, and will continue to employ non-lethal techniques in the future. Non-lethal techniques include, but are not limited to: harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive management (e.g., egg addling). In addition, a "no feeding" policy exists at the BOROUGH OF MONMOUTH BEACH property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at the BOROUGH OF MONMOUTH BEACH property(s) and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season (March-May). Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and the BOROUGH OF MONMOUTH BEACH will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At the BOROUGH OF MONMOUTH BEACH'S request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to the BOROUGH OF MONMOUTH BEACH, summarizing Canada goose management pursuant to this Agreement, no later than September 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017 and shall expire on September 30, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	4,065
Vehicle (Fuel & Maintenance)	$	549
Travel	$	1,311
Supplies & Equipment	$	432
Subtotal (Direct Costs)	$	6,357
Pooled Job Costs	$	699
Indirect Costs	$	1,027
TOTAL	$	8,083

APHIS WS costs are not based on the number of nests found or the number of geese removed, but is instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but will not exceed **$8,083.**

Billing Cycle: Quarterly

Financial Point of Contact

BOROUGH OF MONMOUTH BEACH:

Name: Joyce L. Escalante, RMC
Address: 18 Willow Avenue
Monmouth Beach, NJ 07750
Phone: 732-229-2204 x 1002

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6-14)

Agreement No.: 17 7234 8067 RA
WBS Element: AP.RA.RX34.72.0110

COOPERATIVE SERVICE AGREEMENT

between
TOWNSHIP OF MOORESTOWN
and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

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

ARTICLE 2

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

ARTICLE 3

APHIS WS and TOWNSHIP OF MOORESTOWN agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. TOWNSHIP OF MOORESTOWN will provide the U.S. Department of Agriculture the sum of $3,389 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. TOWNSHIP OF MOORESTOWN 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.
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. TOWNSHIP OF MOORESTOWN certifies that APHIS WS has advised TOWNSHIP OF MOORESTOWN that there may be private sector service providers available to provide wildlife management services that TOWNSHIP OF MOORESTOWN 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 federal 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 February 1, 2017 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 TOWNSHIP OF MOORESTOWN does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: _____21-6000-896_____

TOWNSHIP OF MOORESTOWN
111 West Second Street
Moorestown, NJ 08057-2471

1/2/17

Cooperator's Signature — Date

Aaron Guikema
USDA-APHIS-Wildlife Services
140C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

State Director — Date

WORK PLAN

Wildlife Species: Canada goose (*Branta Canadensis*)

Description of Damage: Canada goose presence on TOWNSHIP OF MOORESTOWN property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Location: Wildlife damage management activities at TOWNSHIP OF MOORESTOWN (Burlington County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Services Provided: APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities at TOWNSHIP OF MOORESTOWN. Activities include Canada goose nest and egg management (egg addling) which inhibits reproduction to help control the local population and associated problems. Treatment and/or destruction of Canada goose nests and eggs will be conducted throughout the nesting season at 7-14 day intervals. At TOWNSHIP OF MOORESTOWN's request, management of other waterfowl species will be carried out by APHIS WS. APHIS WS will conduct activities and record take under a Federal Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to TOWNSHIP OF MOORESTOWN summarizing Canada goose management pursuant to this agreement no later than September 30, 2017.

APHIS WS and TOWNSHIP OF MOORESTOWN Agree:

1. TOWNSHIP OF MOORESTOWN will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife damage management activities and will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS WS will comply with all terms and conditions of this Agreement.
3. APHIS WS will conduct activities designated in the Work Plan only at the properties of TOWNSHIP OF MOORESTOWN, unless written permission has been granted by means of obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A) to conduct similar activities on neighboring properties.

Effective Dates: This Cooperative Service Agreement shall become effective on February 1, 2017 and shall expire on September 30, 2017.

FINANCIAL PLAN

Personnel Costs	$	2,258
Vehicle (Fuel & Maintenance)	$	226
Travel	$	0
Supplies & Equipment	$	182
Subtotal (Direct Costs)	$	2,666
Pooled Job Costs	$	293
Indirect Costs	$	430
TOTAL	$	3,389

APHIS WS costs are not based on number of nests found, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed $**3,389**.

Billing Cycle: Quarterly

Financial Point of Contact

TOWNSHIP OF MOORESTOWN:

Name: Twp. Manager's Office

Address: Township of Moorestown
111 West Second Street
Moorestown, NJ 08057

Phone: 856-914-3001

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6-14)

Agreement No.: 17 7234 8004 RA
WBS Element: AP.RA.RX34.72.0040

COOPERATIVE SERVICE AGREEMENT
between
MORRIS COUNTY PARKS COMMISSION (MORRIS COUNTY PARKS)
and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

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

ARTICLE 2

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

ARTICLE 3

APHIS WS and Morris County Parks agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. Morris County Parks will provide the U.S. Department of Agriculture the sum of $6,266 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. Morris County Parks 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.
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. Morris County Parks certifies that APHIS WS has advised Morris County Parks that there may be private sector service providers available to provide wildlife management services that Morris County Parks 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 federal 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 February 1, 2017 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 Morris County Parks does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: 22-6017478

Morris County Parks
Kelli Kovacevic
P.O. Box 1295
Morristown, NJ 07962-1295

1/27/17

Cooperator's Signature — Date

USDA-APHIS-Wildlife Services
Aaron Guikema
140C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735-5654 Ext. 11

State Director — Date

WORK PLAN

Wildlife Species: Canada goose (*Branta Canadensis*)

Description of Damage: Canada goose presence on Morris County Parks property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Location: The wildlife damage management program at Morris County Parks (Morris County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Services Provided: APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at Morris County Parks and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Site visit(s) will be conducted by APHIS WS to determine pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and Morris County Parks will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At Morris County Parks' request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to Morris County Parks summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

APHIS WS and Morris County Parks Agree:

1. Morris County Parks will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife damage management activities and will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS WS will comply with all terms and conditions of this Agreement.
3. Morris County Parks has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at Morris County Parks property(s).
4. Morris County Parks will conduct its own nest and egg management (egg addling) throughout the nesting season (March-May).

Effective Dates: This Cooperative Service Agreement shall become effective on February 1, 2017 and shall expire on September 30, 2017.

FINANCIAL PLAN

Personnel Costs	$	2,892
Vehicle (Fuel & Maintenance)	$	185
Travel	$	1,647
Supplies & Equipment	$	204
Subtotal (Direct Costs)	$	4,928
Pooled Job Costs	$	542
Indirect Costs	$	796
TOTAL	$	6,266

APHIS WS costs are not based on number of nests found, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$6,266.**

Billing Cycle: Quarterly

Financial Point of Contact

Morris County Parks:

Name: Rich Vitale

Address: P.O. Box 1295
Morristown NJ 07962

Phone: 973-326-7614

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6-14)

Agreement No.: 17 7234 8006 RA
WBS Element: AP.RA.RX34.72.0045

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

ARTICLE 1

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

ARTICLE 2

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

ARTICLE 3

APHIS WS and MMU agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. MMU will provide the U.S. Department of Agriculture the sum of $2,481 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. MMU 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.
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. MMU certifies that APHIS WS has advised MMU that there may be private sector service providers available to provide wildlife management services that MMU 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 federal 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 February 1, 2017 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 MMU does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: 11-288500

MMU
Darren Large
Phone: (973) 358-6400 x135
8 Airport Road
Morristown, NJ 07960-4624

Cooperator's Signature — Date 1/9/17

USDA-APHIS-Wildlife Services
Aaron Guikema
140C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735-5654 Ext. 11

State Director — Date

WORK PLAN

Wildlife Species: Canada goose (*Branta Canadensis*)

Description of Damage: Canada goose presence on MMU property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways, and other problems that affect the quality of life for airport patrons, employees, and residents surrounding the airport property.

Location: Wildlife damage management activities at MMU (Morris County, NJ) will be directed primarily at reducing human health and safety risks to aviation, and property damage associated with Canada geese.

Services Provided: APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities at MMU. Activities include Canada goose nest and egg management (egg addling) which inhibits reproduction to help control the local population and associated problems. Treatment and/or destruction of Canada goose nests and eggs will be conducted throughout the nesting season. At MMU's request, management of other waterfowl species will be carried out by APHIS WS. APHIS WS will conduct activities and record take under a Federal Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to MMU summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

APHIS WS and MMU Agree:

1. MMU will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife damage management activities and will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS WS will comply with all terms and conditions of this Agreement.
3. APHIS WS will conduct activities designated in the Work Plan only at the properties owned and/or operated by MMU, unless written permission has been granted by means of obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A) to conduct similar activities on neighboring properties.

Effective Dates: This Cooperative Service Agreement shall become effective on February 1, 2017 and shall expire on September 30, 2017.

FINANCIAL PLAN

Personnel Costs	$	1,265
Vehicle (Fuel & Maintenance)	$	222
Travel	$	0
Supplies & Equipment	$	464
Subtotal (Direct Costs)	$	1,951
Pooled Job Costs	$	215
Indirect Costs	$	315
TOTAL	$	2,481

APHIS WS costs are not based on number of nests found, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$2,481**.

Billing Cycle: Quarterly

Financial Point of Contact

MMU:

Name: _____

Address: _____

_____

Phone: _____

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 8021 RA
WBS Element: AP.RA.RX34.72.0062

COOPERATIVE SERVICE AGREEMENT
between
BOROUGH OF MOUNTAIN LAKES
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

ARTICLE 2

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

ARTICLE 3

APHIS WS and Borough of Mountain Lakes mutually agree:

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

Borough of Mountain Lakes:
Cara Fox
400 Boulevard
Mountain Lakes, NJ 07046-1527

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

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

3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

Borough of Mountain Lakes agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Borough of Mountain Lakes. Borough of Mountain Lakes will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.

2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). Borough of Mountain Lakes will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. Borough of Mountain Lakes ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

3. To designate to APHIS WS the Borough of Mountain Lakes authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.

4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.

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

6. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at Borough of Mountain Lakes as described in the Work and Financial Plans.

2. To designate to Borough of Mountain Lakes the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill Borough of Mountain Lakes for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and Borough of Mountain Lakes shall have the right to inspect and audit such records.

4. To coordinate with Borough of Mountain Lakes before responding to any media requests involving APHIS WS activities related to the program.

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

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

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this Agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal 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 Borough of Mountain Lakes does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

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

Borough of Mountain Lakes Taxpayer Identification Number (TIN) 22-6002119

Borough of Mountain Lakes:

BY: _____ Jan 10, 2017
Borough Manager Date
400 Boulevard
Mountain Lakes, NJ 07046-1527

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

BY: _____ _____
Aaron Guikema Date
State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

ATTACHMENT A
WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at Borough of Mountain Lakes (Morris County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on Borough of Mountain Lakes property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Borough of Mountain Lakes has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at Borough of Mountain Lakes property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at Borough of Mountain Lakes and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and Borough of Mountain Lakes will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At Borough of Mountain Lakes' request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to Borough of Mountain Lakes summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on September 30, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	4,009
Vehicle (Fuel & Maintenance)	$	503
Travel	$	1,647
Supplies & Equipment	$	447
Subtotal (Direct Costs)	$	6,606
Pooled Job Costs	$	727
Indirect Costs	$	1,067
TOTAL	$	8,400

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$8,400**.

Billing Cycle: Quarterly

Financial Point of Contact

Borough of Mountain Lakes:

Name: MONICA GOSCICKI

Address: _____

_____

Phone: _____

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 8137 RA
WBS Element: AP.RA.RX34.72.0184

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

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

ARTICLE 2

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

ARTICLE 3

APHIS WS and Borough of Netcong mutually agree:

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

Borough of Netcong:
Ralph Blakeslee
Borough Administrator
23 Maple Street
Netcong, NJ 07857-1105

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

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 Ralph Blakeslee or his designee, the State Director or his designee, and/or those additional persons authorized and approved by Ralph Blakeslee and the State Director.

3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

Borough of Netcong agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Borough of Netcong. Borough of Netcong 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). Borough of Netcong will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. Borough of Netcong ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

3. To designate to APHIS WS the Borough of Netcong 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. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at Borough of Netcong as described in the Work and Financial Plans.

2. To designate to Borough of Netcong the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill Borough of Netcong 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 Borough of Netcong shall have the right to inspect and audit such records.

4. To coordinate with Borough of Netcong before responding to any media requests involving APHIS WS activities related to the program.

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

Borough of Netcong certifies that APHIS WS has advised Borough of Netcong that there may be private sector service providers available to provide wildlife management services that Borough of Netcong 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 federal 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 Borough of Netcong does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

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

Borough of Netcong Taxpayer Identification Number (TIN) 22-6002125

Borough of Netcong:

BY: _____ 2/21/17
Ralph Blakeslee — Date
Borough Administrator
23 Maple Street
Netcong, NJ 07857-1105

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

BY: _____ 3/6/17
Aaron Guikema — Date
State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

ATTACHMENT A
WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at Borough of Netcong (Morris County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on Borough of Netcong property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Borough of Netcong has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at Borough of Netcong property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at Borough of Netcong and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and Borough of Netcong will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At Borough of Netcong's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to Borough of Netcong summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on September 30, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	4,240
Vehicle (Fuel & Maintenance)	$	434
Travel	$	1,647
Supplies & Equipment	$	440
Subtotal (Direct Costs)	$	6,761
Pooled Job Costs	$	744
Indirect Costs	$	1,092
TOTAL	$	8,597

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$8,597**.

Billing Cycle: Quarterly

Financial Point of Contact

Borough of Netcong:

Name: ANNA MAPONNA, TREASURER
Address: BOROUGH OF NETCONG
23 MAPLE AVE. NETCONG NJ 07857
Phone: 973 347 0252 x 102

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 8097 RA
WBS Element: AP.RA.RX34.72.0143

COOPERATIVE SERVICE AGREEMENT
between
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION - STATE PARK SERVICE (NJDEP STATE PARK SERVICE)
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

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 NJDEP STATE PARK SERVICE mutually agree:

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

NJDEP STATE PARK SERVICE:	APHIS WS:
John Trontis, Assistant Director	Aaron Guikema, State Director
Division of Parks & Forestry	140-C Locust Grove Road
Mail Code 501-04, P.O. Box 420	Pittstown, NJ 08867-4049
Trenton, NJ 08625-0420	(908) 735 – 5654 Ext. 11

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

NJDEP STATE PARK SERVICE agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by the NJDEP STATE PARK SERVICE. The NJDEP STATE PARK SERVICE 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 NJDEP STATE PARK SERVICE will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The NJDEP STATE PARK SERVICE 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 NJDEP STATE PARK SERVICE 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. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at the designated NJDEP STATE PARK SERVICE sites, as described in the Work and Financial Plans.

2. To designate to the NJDEP STATE PARK SERVICE 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 NJDEP STATE PARK SERVICE 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 NJDEP STATE PARK SERVICE shall have the right to inspect and audit such records.

4. To coordinate with the NJDEP STATE PARK SERVICE before responding to any media requests involving APHIS WS activities related to the program.

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

The NJDEP STATE PARK SERVICE certifies that APHIS WS has advised the NJDEP STATE PARK SERVICE that there may be private sector service providers available to provide wildlife management services that the NJDEP STATE PARK SERVICE 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 federal 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 NJDEP STATE PARK SERVICE 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.

NJDEP STATE PARK SERVICE Taxpayer Identification Number (TIN) _21-6000928__

NJDEP STATE PARK SERVICE:

BY: _____ 1/23/2017
Date

John Trontis
Assistant Director of Parks & Forestry
State Park Service
Mail Code 501-04
P.O. Box 420
Trenton, NJ 08625-0420

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

BY: _____ _____
Date

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

ATTACHMENT A
WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at the NJDEP STATE PARK SERVICE will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on the NJDEP STATE PARK SERVICE property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for nearby residents, patrons and/or employees.

The NJDEP STATE PARK SERVICE has employed non-lethal Canada goose management techniques on their property(s), prior to this Agreement, and will continue to employ non-lethal techniques in the future. Non-lethal techniques include, but are not limited to: harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive management (e.g., egg addling). In addition, a "no feeding" policy exists at all NJDEP STATE PARK SERVICE property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities as described below at NJDEP STATE PARK SERVICE property(s), and if applicable agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A).

Nest and egg management (egg addling) will occur throughout the nesting season (March-May) at the Parvin, Ringwood and Spruce Run (NJ STATE PARKS' SERVICE) sites. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple visits. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on Parvin, Ringwood, Round Valley and/or Spruce Run (NJ STATE PARKS' SERVICE) sites will occur up to 2 weekdays during the molt period in June or July. Captures at the Round Valley and Spruce Run sites will be coordinated on the same day, with the Spruce Run capture to occur first. This will require the NJ STATE PARKS SERVICE to close one or both of these parks until late morning to allow captures to occur. APHIS WS and the NJDEP STATE PARK SERVICE will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At the NJDEP STATE PARK SERVICES' request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to the NJDEP STATE PARK SERVICE, summarizing Canada goose management pursuant to this Agreement, no later than September 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017 and shall expire on September 30, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	9,777
Vehicle (Fuel & Maintenance)	$	1,011
Travel	$	3,111
Supplies & Equipment	$	790
Subtotal (Direct Costs)	$	14,689
Pooled Job Costs	$	1,616
Indirect Costs	$	2,372
TOTAL	$	18,677

APHIS WS costs are not based on the number of nests found or the number of geese captured, but is instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but will not exceed **$18,677.**

Billing Cycle: Quarterly

Financial Point of Contact

NJDEP STATE PARK SERVICE:

Name: Michele Buckley
Address: Mail Code: 501-04, PO Box 420
Trenton NJ 08625-0420
Phone: 609-292-2776

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 3317 RA
WBS Element: AP.RA.RX34.72.0020

COOPERATIVE SERVICE AGREEMENT
between
NEW JERSEY SPORTS & EXPOSITION AUTHORITY (NJSEA)
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

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 NJSEA mutually agree:

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

NJSEA:
Christine Sanz, Senior VP &
Chief Operating Officer
One DeKorte Park Plaza
Lyndhurst, NJ 07071-3707
Contact: Ross Feltes, Supervisor
of Natural Resource Management
Phone: (201) 460-4919

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

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

NJSEA agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks as well as property and natural resource damage associated with Canada geese, mute swans, and feral ducks. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by the NJSEA. The NJSEA 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 NJSEA will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The NJSEA 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 NJSEA 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. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

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

2. To designate to the NJSEA 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 NJSEA 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 NJSEA shall have the right to inspect and audit such records.

4. To coordinate with the NJSEA before responding to any media requests involving APHIS WS activities related to the program.

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

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

NJSEA Taxpayer Identification Number (TIN) 22-1946838

NJSEA:

BY: _____ 1/30/17
Christine Sanz
Date
Senior VP & Chief Operating Officer
One DeKorte Park Plaza
Lyndhurst, NJ 07071-3707

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

BY: _____ 2/17/17
Aaron Guikema
Date
State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

BY: _____ 2/23/2017
Janet Bucknall
Date
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606-5213

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 authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at the NJSEA (Bergen and Hudson Counties, NJ) will be directed primarily at reducing human health and safety risks, property damage and damage to natural resources (wetland enhancement sites), associated with Canada geese, mute swans, and feral ducks.

Canada goose presence on the NJSEA property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of wetland areas, turf or vegetation, aggression during the nesting season (potential human safety problems), damage to recreational areas, creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

The NJSEA has employed on their property(s) non-lethal waterfowl management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at the NJSEA property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at the NJSEA property(s) and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose, mute swan, and feral duck nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and the NJSEA will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. APHIS WS personnel will conduct harassment and shooting activities at designated NJSEA property(s) throughout the months of March through October for Canada geese, mute swans, and feral ducks. There will be no reduction in the operational activities listed in this Work Plan during the months of March through October, nor will additional costs incurred for the months of January, February, November, and December unless mutually agreed upon in writing by APHIS WS and the NJSEA. At the NJSEA's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to the NJSEA summarizing Canada goose, mute swan, and feral duck management pursuant to this Agreement no later than December 31, 2017.

Effective Dates

This Agreement shall become effective on January 1, 2017, and shall expire on December 31, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	13,724
Vehicle (Fuel & Maintenance)	$	2,955
Travel	$	1,647
Supplies & Equipment	$	1,336
Subtotal (Direct Costs)	$	19,662
Pooled Job Costs	$	2,163
Indirect Costs	$	3,175
TOTAL	$	25,000

APHIS WS costs are not based on number of nests found or the number of geese captured or waterfowl managed, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$25,000**.

Billing Cycle: Monthly

Financial Point of Contact

NJSEA:

Name: (b) (6) [redacted]

Address: One Dekorte Park Plaza
Lyndhurst, NJ, 07071

Phone: (b) (6) [redacted]

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6-14)

Agreement No.: 17 7234 8077 RA
WBS Element: AP.RA.RX34.72.0120

COOPERATIVE SERVICE AGREEMENT

between
OAKS CONDOMINIUM ASSOCIATION (OAKS CA)
and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

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

ARTICLE 2

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

ARTICLE 3

APHIS WS and OAKS CA agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. The OAKS CA will provide the U.S. Department of Agriculture the sum of $3,149 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 OAKS CA 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.
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 OAKS CA certifies that APHIS WS has advised the OAKS CA that there may be private sector service providers available to provide wildlife management services that the OAKS CA 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 federal 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 February 1, 2017 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 OAKS CA does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: 22-2460422

OAKS CA
4-08 Towne Center Drive
North Brunswick, NJ 08902-1200

(b) (6) [redacted]

Cooperator [redacted] 1/11/17 Date

USDA-APHIS-Wildlife Services
Aaron Guikema, State Director
140C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735-5654 x11

State Director Date

WORK PLAN

Wildlife Species: Canada goose *(Branta canadensis)*

Description of Damage: Canada goose presence on the OAKS CA property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Location: Wildlife damage management activities at the OAKS CA (Middlesex County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Services Provided: APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities at the OAKS CA. Activities include Canada goose nest and egg management (egg addling), which inhibits reproduction to help manage the local population and associated problems. Treatment and/or destruction of Canada goose nests and eggs will be conducted throughout the nesting season. At the OAKS CA's request, management of other waterfowl species will be carried out by APHIS WS. APHIS WS will conduct activities and record take under a Federal Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to the OAKS CA summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017 for year 1 and September 30, 2018 for year 2.

APHIS WS and the OAKS CA Agree:

1. The OAKS CA will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife damage management activities and will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS WS will comply with all terms and conditions of this Agreement.
3. APHIS WS will conduct activities designated in the Work Plan only at the properties of OAKS CA, unless written permission has been granted by means of obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A) to conduct similar activities on neighboring properties.

Effective Dates: This Cooperative Service Agreement shall become effective on February 1, 2017 and shall expire on September 30, 2018.

2017 FINANCIAL PLAN (Year 1)

Personnel Costs	$	905
Vehicle (Fuel & Maintenance)	$	140
Travel	$	0
Supplies & Equipment	$	193
Subtotal (Direct Costs)	$	1,238
Pooled Job Costs	$	136
Indirect Costs	$	200
TOTAL	$	1,574

APHIS WS costs are not based on the number of nests found, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but will not exceed **$1,574.**

2018 FINANCIAL PLAN (Year 2)

Personnel Costs	$	906
Vehicle (Fuel & Maintenance)	$	140
Travel	$	0
Supplies & Equipment	$	193
Subtotal (Direct Costs)	$	1,239
Pooled Job Costs	$	136
Indirect Costs	$	200
TOTAL	$	1,575

APHIS WS costs are not based on the number of nests found, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but will not exceed **$1,575.**

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$3,149 for the total of the two budget years.**

Billing Cycle: Quarterly

Financial Point of Contact

OAKS CA:

Name: THE OAKS CONDOMINIUM ASSOCIATION

Address: C/O EXECUTIVE PROPERTY MANAGEMENT
4-08 TOWNE CENTER DRIVE

Phone: NORTH BRUNSWICK, NJ 08902

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 4454 RA
WBS Element: AP.RA.RX34.72.0044

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

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

ARTICLE 2

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

ARTICLE 3

APHIS WS and OCEAN COUNTY PARKS AND RECREATION mutually agree:

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

Ocean County Parks and Recreation:
Joseph Pirozek
1198 Bandon Rd
Toms River, NJ 08753-3138

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be Joseph Pirozek or his designee, the State Director or his designee, and/or those additional persons authorized and approved by Joseph Pirozek and the State Director.

3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

OCEAN COUNTY PARKS AND RECREATION agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by OCEAN COUNTY PARKS AND RECREATION. OCEAN COUNTY PARKS AND RECREATION will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.

2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). OCEAN COUNTY PARKS AND RECREATION will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. OCEAN COUNTY PARKS AND RECREATION ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

3. To designate to APHIS WS the OCEAN COUNTY PARKS AND RECREATION authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.

4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.

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

6. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

8. To obtain the appropriate permits for removal activities for Canada geese and list APHIS WS as a subpermitee.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at OCEAN COUNTY PARKS AND RECREATION as described in the Work and Financial Plans.

2. To designate to OCEAN COUNTY PARKS AND RECREATION the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill OCEAN COUNTY PARKS AND RECREATION for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and OCEAN COUNTY PARKS AND RECREATION shall have the right to inspect and audit such records.

4. To coordinate with OCEAN COUNTY PARKS AND RECREATION before responding to any media requests involving APHIS WS activities related to the program.

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

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

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this Agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal 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 OCEAN COUNTY PARKS AND RECREATION does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

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

Ocean County Parks and Recreation Taxpayer Identification Number (TIN): 21-6000954

OCEAN COUNTY PARKS AND RECREATION:

BY: _____ 1/18/2017
Print Name: Joseph H. Vicari — Date
Title: Freeholder Director
Address: 101 Hooper Ave.
Toms River, NJ 08753

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

BY: _____ 2/10/17
Aaron Guikema — Date
State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

BY: _____ 2/13/17
for Janet Bucknall — Date
Director, Eastern Region
USDA APHIS WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606-5213

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 authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at OCEAN COUNTY PARKS AND RECREATION (Ocean County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on OCEAN COUNTY PARKS AND RECREATION property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

OCEAN COUNTY PARKS AND RECREATION has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at OCEAN COUNTY PARKS AND RECREATION property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at OCEAN COUNTY PARKS AND RECREATION and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur up to three days during one or both of the following time frames: during the molt period in June/July and during late summer/early fall. Captures outside of the molt period would be via air-cannon net or other capture methods, such as bow nets, alpha-chloralose and/or other proposed methods, as agreed upon by both parties. At OCEAN COUNTY PARKS AND RECREATION's request, management of other waterfowl species will be carried out by APHIS WS. If funds remain and both parties agree, APHIS WS may conduct surveys, harassment measures, and/or research during the timeframe of this Agreement. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will provide a written report to OCEAN COUNTY PARKS AND RECREATION summarizing Canada goose management pursuant to this Agreement no later than November 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on October 31, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	12,267
Vehicle (Fuel & Maintenance)	$	1,154
Travel	$	4,023
Supplies & Equipment	$	455
Subtotal (Direct Costs)	$	17,899
Pooled Job Costs	$	1,969
Indirect Costs	$	2,891
TOTAL	$	22,759

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$22,759**.

Billing Cycle: Quarterly

Financial Point of Contact

OCEAN COUNTY PARKS AND RECREATION:

Name: Jennifer E. Jonus

Address: 1198 Bandon Rd.
Toms River, NJ 08753

Phone: 732-506-9090-x5945

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

RESOLUTION

January 18, 2017

WHEREAS, the Ocean County Department of Parks and Recreation is responsible for the maintenance of various parkland and conservation areas throughout Ocean County; and

WHEREAS, Resident Canada Geese populations in the State have been increasing each year; and

WHEREAS, Resident Canada Geese can denude grassy area, including parks, athletic fields, golf courses and other landscaped areas where grass is kept short and around lakes, ponds and other bodies of water; and

WHEREAS, excessive goose droppings are a serious public health concern, and have contributed to the temporary closures of public beaches and swimming areas in Ocean County and have degraded water quality; and

WHEREAS, the Ocean County Parks Department has experimented with various means of controlling the Resident Canada Geese population including egg addling, habitat modification and harassment techniques; and

WHEREAS, the Ocean County Parks Department wishes to enter into a Cooperative Services Agreement with the United States Department of Agriculture (USDA) Animal and Plant Inspection Service (APHIS) Wildlife Services (WS) to explore other means to address the Resident Canada Goose population; and

WHEREAS, funds in the amount of twenty two thousand seven hundred fifty nine dollars ($22,759.00) will be available in account 016-250-5402 upon adoption of the 2017 Ocean County budget and will be appropriated to cover the cost of this Agreement; and

WHEREAS, the County reserves the right to cancel this Agreement if at any time during the period said funds are not appropriated and made available for the balance of the work to be performed under this Agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, as follows:

1. The Ocean County Board of Chosen Freeholders hereby authorizes and directs the Freeholder Director and Clerk of the Board to enter into and execute an Cooperative Services Agreement with the United States Department of Agriculture for a term beginning on February 1, 2017 and expiring on October 31, 2017 to explore means of addressing the Resident Canada Goose population in an amount not to exceed twenty two thousand seven hundred fifty nine dollars ($22,759.00) in accordance with the terms and conditions as more specifically set forth in said Agreement.

2. Copies of this Resolution together with a copy of the Agreement for such services shall be places on file and be kept available for public inspection in the office of the Clerk of the Board during normal business hours.

3. Copies of this Resolution shall be forwarded to the following:
Ocean County Clerk;
Ocean County Comptroller;
County Counsel;
United States Department of Agriculture

I certify the foregoing to be a
True copy of a Resolution adopted
By the Board of Chosen Freeholders
of the County of Ocean on the
18th day of January, 2017

Betty Vasil
Clerk of the Board

WS-ER (6-14)

Agreement No.: 17 7234 8070 RA
WBS Element: AP.RA.RX34.72.0113

COOPERATIVE SERVICE AGREEMENT

between
TOWNSHIP OF OCEAN
and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

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

ARTICLE 2

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

ARTICLE 3

APHIS WS and TOWNSHIP OF OCEAN agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. TOWNSHIP OF OCEAN will provide the U.S. Department of Agriculture the sum of $5,002 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. TOWNSHIP OF OCEAN 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.
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. TOWNSHIP OF OCEAN certifies that APHIS WS has advised TOWNSHIP OF OCEAN that there may be private sector service providers available to provide wildlife management services that TOWNSHIP OF OCEAN 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 federal 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 February 1, 2017 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 TOWNSHIP OF OCEAN does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: _____21-6000959_____

TOWNSHIP OF OCEAN
Andrew G. Brannen
399 Monmouth Road
Oakhurst, NJ 07755-1589

1/18/17

Cooperator's Signature Date

USDA-APHIS-Wildlife Services
Aaron Guikema
140C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735-5654 Ext. 11

State Director Date

WORK PLAN

Wildlife Species: Canada goose (*Branta Canadensis*)

Description of Damage: Canada goose presence on TOWNSHIP OF OCEAN property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Location: Wildlife damage management activities at TOWNSHIP OF OCEAN (Monmouth County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Services Provided: APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities at TOWNSHIP OF OCEAN. Activities include Canada goose nest and egg management (egg addling) which inhibits reproduction to help control the local population and associated problems. Treatment and/or destruction of Canada goose nests and eggs will be conducted throughout the nesting season at 7-14 day intervals. At TOWNSHIP OF OCEAN's request, management of other waterfowl species will be carried out by APHIS WS. APHIS WS will conduct activities and record take under a Federal Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to TOWNSHIP OF OCEAN summarizing Canada goose management pursuant to this agreement no later than September 30, 2017 for Year 1 and September 30, 2018 for Year 2.

APHIS WS and TOWNSHIP OF OCEAN Agree:

1. TOWNSHIP OF OCEAN will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife damage management activities and will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS WS will comply with all terms and conditions of this Agreement.
3. APHIS WS will conduct activities designated in the Work Plan only at the properties of TOWNSHIP OF OCEAN, unless written permission has been granted by means of obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A) to conduct similar activities on neighboring properties.

Effective Dates: This Cooperative Service Agreement shall become effective on February 1, 2017 and shall expire on September 30, 2018.

2017 FINANCIAL PLAN (Year 1)

Personnel Costs	$	1,412
Vehicle (Fuel & Maintenance)	$	332
Travel	$	0
Supplies & Equipment	$	222
Subtotal (Direct Costs)	$	1,966
Pooled Job Costs	$	216
Indirect Costs	$	318
TOTAL	$	2,500

APHIS WS costs are not based on number of nests found, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$2,500**.

2018 FINANCIAL PLAN (Year 2)

Personnel Costs	$	1,414
Vehicle (Fuel & Maintenance)	$	332
Travel	$	0
Supplies & Equipment	$	222
Subtotal (Direct Costs)	$	1,968
Pooled Job Costs	$	216
Indirect Costs	$	318
TOTAL	$	2,502

APHIS WS costs are not based on number of nests found, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$2,502**.

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$5,002 for the total of the two budget years.**

Billing Cycle: Quarterly

Financial Point of Contact

TOWNSHIP OF OCEAN:

Name: Stephen O. Gallagher

Address: Township of Ocean

399 Monmouth Rd., Oakhurst, NJ 07755

Phone: 732-531-5000 ext. 3330

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6-14)

Agreement No.: 17 7234 8157 RA
WBS Element: AP.RA.RX34.72.0204

COOPERATIVE SERVICE AGREEMENT

between
PARK CREST VILLAGE
and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

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

ARTICLE 2

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

ARTICLE 3

APHIS WS and PARK CREST VILLAGE agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. PARK CREST VILLAGE will provide the U.S. Department of Agriculture the sum of $2,178 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. PARK CREST VILLAGE 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.
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. PARK CREST VILLAGE certifies that APHIS WS has advised PARK CREST VILLAGE that there may be private sector service providers available to provide wildlife management services that PARK CREST VILLAGE 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 federal 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 February 1, 2017 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 PARK CREST VILLAGE does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: 47-1744204

PARK CREST VILLAGE
(b) (6) [redacted]
275 High Street East, Apt B-21
Glassboro, NJ 08028-2316

(b) (6) [redacted]

Cooperator's Signatur[redacted] Date

USDA-APHIS-Wildlife Services
Aaron Guikema
140C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735-5654 Ext. 11

State Director Date

WORK PLAN

Wildlife Species: Canada goose (*Branta Canadensis*)

Description of Damage: Canada goose presence on PARK CREST VILLAGE property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Location: The wildlife damage management program at PARK CREST VILLAGE (Gloucester County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Services Provided: APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at PARK CREST VILLAGE and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during May or early June. APHIS WS and PARK CREST VILLAGE will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At PARK CREST VILLAGE's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to PARK CREST VILLAGE summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

APHIS WS and PARK CREST VILLAGE Agree:

1. PARK CREST VILLAGE will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife damage management activities and will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS WS will comply with all terms and conditions of this Agreement.
3. PARK CREST VILLAGE has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at PARK CREST VILLAGE property(s).

Effective Dates: This Cooperative Service Agreement shall become effective on February 1, 2017 and shall expire on September 30, 2017.

FINANCIAL PLAN

Personnel Costs	$	1,255
Vehicle (Fuel & Maintenance)	$	248
Travel	$	0
Supplies & Equipment	$	210
Subtotal (Direct Costs)	$	1,713
Pooled Job Costs	$	188
Indirect Costs	$	277
TOTAL	$	2,178

APHIS WS costs are not based on number of nests found, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed $2,178.

Billing Cycle: Quarterly

Financial Point of Contact

PARK CREST VILLAGE:

Name: PARK CREST VILLAGE

Address: P.O. BOX 958
LAKEWOOD, N.J. 08701

Phone: 646-275-2499

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 8039 RA
WBS Element: AP.RA.RX34.72.0081

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

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

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 Princeton University mutually agree:

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

Princeton University:
(b) (6) [redacted]
Department of Ground and
Building Maintenance
MacMillian Building
Princeton, NJ 08544-0001

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

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) [redacted] or his designee, the State Director or his designee, and/or those additional persons authorized and approved by the (b) (6) [redacted] 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

Princeton University agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Princeton University. Princeton University 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). Princeton University will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. Princeton University 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 Princeton University 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. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

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

2. To designate to Princeton University the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

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

4. To coordinate with Princeton University before responding to any media requests involving APHIS WS activities related to the program.

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

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

Princeton University Taxpayer Identification Number (TIN) 210-634-501 / 000

Princeton University:

(b) (6)

BY: [redacted] 1/11/17
Date

Department of Grounds and Buildings Maintenance
MacMillan Building
Princeton, NJ 08544-0001

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

BY: _____ _____
Aaron Guikema Date
State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

ATTACHMENT A
WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at Princeton University sites, specifically Lake Carnegie (Mercer County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on Princeton University property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for students and employees of Princeton University, as well those residents living nearby.

Princeton University has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at Princeton University property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities at Princeton University. Activities include Canada goose nest and egg management (egg addling) which inhibits reproduction to help control the local population and associated problems. Treatment and/or destruction of Canada goose nests and eggs will be conducted throughout the nesting season at 7-14 day intervals. At Princeton University's request, management of other waterfowl species will be carried out by APHIS WS. APHIS WS will conduct activities and record take under a Federal Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to Princeton University summarizing Canada goose management pursuant to this agreement no later than September 30 of each year (i.e., 2017, 2018).

Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on September 30, 2018.

ATTACHMENT B
FINANCIAL PLAN

2017 (Year 1)

Personnel Costs	$	3,195
Vehicle (Fuel & Maintenance)	$	203
Travel	$	
Supplies & Equipment	$	182
Subtotal (Direct Costs)	$	3,580
Pooled Job Costs	$	394
Indirect Costs	$	578
TOTAL	$	4,552

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$4,552** for the budget year.

2018 (Year 2)

Personnel Costs	$	3,354
Vehicle (Fuel & Maintenance)	$	203
Travel	$	
Supplies & Equipment	$	182
Subtotal (Direct Costs)	$	3,739
Pooled Job Costs	$	411
Indirect Costs	$	604
TOTAL	$	4,754

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$4,754** for the budget year.

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$9,306 for the total of the two budget years.**

Billing Cycle: Quarterly

Financial Point of Contact

Princeton University:

Name: (b) (6) [redacted]

Address: MACMILLAN BLDG.
PRINCETON, NJ 08540

Phone: (b) (6) [redacted]

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 8018 RA
WBS Element: AP.RA.RX34.72.0059

COOPERATIVE SERVICE AGREEMENT
between
SHONGUM LAKE PROPERTY OWNERS ASSOCIATION (POA)
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

ARTICLE 2

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

ARTICLE 3

APHIS WS and Shongum Lake POA mutually agree:

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

Shongum Lake POA:
(b) (6) [redacted]
105 Meadow Brook
Randolph, NJ 07869-3856

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

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) [redacted] or her designee, the State Director or his designee, and/or those additional persons authorized and approved by (b) (6) [redacted] (b) (6) [redacted] and the State Director.

3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

Shongum Lake POA agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Shongum Lake POA. Shongum Lake POA will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.

2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). Shongum Lake POA will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. Shongum Lake POA ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

3. To designate to APHIS WS the Shongum Lake POA 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. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at Shongum Lake POA as described in the Work and Financial Plans.

2. To designate to Shongum Lake POA the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill Shongum Lake POA for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and Shongum Lake POA shall have the right to inspect and audit such records.

4. To coordinate with Shongum Lake POA before responding to any media requests involving APHIS WS activities related to the program.

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

Shongum Lake POA certifies that APHIS WS has advised Shongum Lake POA that there may be private sector service providers available to provide wildlife management services that Shongum Lake POA 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 federal 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 Shongum Lake POA does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

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

Shongum Lake POA Taxpayer Identification Number (TIN) 22-1698315

Shongum Lake POA:

(b) (6) [redacted]

2-22-17

Date

105 Meadow Brook
Randolph, NJ 07869-3856

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

BY: _____ _____

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

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 authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

Morris

The wildlife damage management program at Shongum Lake POA (Sussex County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on Shongum Lake POA property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Shongum Lake POA has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at Shongum Lake POA property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at Shongum Lake POA and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and Shongum Lake POA will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At Shongum Lake POA's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to Shongum Lake POA summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on September 30, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	4,194
Vehicle (Fuel & Maintenance)	$	559
Travel	$	1,647
Supplies & Equipment	$	512
Subtotal (Direct Costs)	$	6,912
Pooled Job Costs	$	760
Indirect Costs	$	1,116
TOTAL	$	8,788

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$8,788**.

Billing Cycle: Quarterly

Financial Point of Contact

Shongum Lake POA:

Name: (b) (6) [redacted] - DelCV Corp.

Address: PO Box 145 12 Fuller Street
Totowa, NJ 07512

Phone: (b) (6) [redacted]

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (9/13)

Agreement No.: 14 7234 2766 RA
WBS Element: AP.RA.RX34.72.0662

COOPERATIVE SERVICE AGREEMENT
between
SOUTH JERSEY TRANSPORTATION AUTHORITY (SJTA)
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to initiate and administer a cooperative program on behalf of the SJTA at the Atlantic City International Airport (Airport). The SJTA wishes to retain the professional services of APHIS WS to conduct operational management activities to reduce wildlife hazards to aircraft using the Airport and the critical airspace surrounding the Airport. This Agreement allows for the direct assistance by APHIS WS personnel to conduct wildlife management operations for the protection of human and aviation safety. This Agreement also allows APHIS WS to perform operational wildlife management activities on other non-airport lands owned or managed by SJTA if resources are available.

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.

The SJTA is authorized to enter into this cooperative professional services agreement pursuant to N.J.S.A. 27:25A-8(b)(3) and (4) for such professional and technical services without the necessity for public bid.

ARTICLE 3

APHIS WS and SJTA mutually agree:

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

   SJTA:
   Airport Director
   SJTA-Atlantic City International Airport
   Civil Terminal, Suite 106
   Egg Harbor Township, NJ 08234-9590

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

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be SJTA's Executive Director ("Executive Director"), the Airport Director, or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the Executive Director, 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.

4. This Agreement being based upon APHIS WS special qualifications for the services herein contemplated, any assignment, subletting or other transfer of this Agreement or any part hereof or of any monies due or to become due hereunder without the expressed consent in writing of the Executive Director or the Airport Director shall be void and of no effect as to the SJTA; provided, however, that APHIS WS may sublet services to subcontractors with express consent in writing of the Airport Director. All persons to whom APHIS WS sublets services, however, shall be deemed to be APHIS WS agents and no subletting or approval thereof shall be deemed a release from its obligations under this Agreement or impose any obligation on the SJTA to such subcontractor or give the subcontractor any rights whatsoever against the SJTA.

ARTICLE 4

SJTA 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 to aircraft. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by SJTA. SJTA 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). SJTA will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. SJTA 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 SJTA 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. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project: All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests pertaining to the services outlined in this Agreement. As requested by the SJTA, APHIS WS will assist the SJTA in responding to public and/or media inquiries regarding technical information and/or activities conducted under this Agreement.

8. To provide APHIS WS personnel with reasonable and appropriate office and equipment storage space and telephone services to conduct normal administrative duties.

ARTICLE 5

APHIS WS Agrees:

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

2. To designate to the Airport Director the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

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

4. To coordinate with the Airport Director or his/her designee prior to issuing any news release, advertisement, or literature of any kind or permitting the issuance of any stated article of information which refers to SJTA or the Airport or services performed in connection with this Agreement. APHIS WS shall not issue any such release, advertisement, or literature without the express prior approval of the Airport Director or his/her designee.

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

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

SJTA Taxpayer Identification Number (TIN) __22-3200859__

ARTICLE 13

IN WITNESS WHEREOF, the SJTA has caused this Agreement to be executed on its behalf by its Executive Director, pursuant to due authorization of the SJTA, and APHIS WS has caused this Agreement to be executed on its behalf. This Agreement will be effective and shall continue by the dates specified in the Work Plan (Attachment A).

SOUTH JERSEY TRANSPORTATION AUTHORITY

Executive Director
South Jersey Transportation Authority
Farley Service Plaza
P.O. Box 351
Hammonton, New Jersey 08405

1/09/14
Date

APPROVED:

Director of Finance

1/10/14
Date

APPROVED AS TO FORM AND LEGALITY:

Legal Counsel

1/10/14
Date

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

BY: _____ 2/21/14
Wendy Anderson
State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049
Date

BY: _____ 2/21/14
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 authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

To reduce wildlife hazards to aircraft using the Atlantic City International Airport (Airport) and the critical airspace surrounding the Airport. This Agreement allows for the direct assistance by APHIS WS personnel to conduct wildlife hazard management and technical assistance operations for the protection of human and aviation safety. Additional objectives include providing wildlife damage information and assistance on other SJTA projects and/or lands.

Through the application of an integrated Wildlife Hazard Management Plan, wildlife (both bird and mammal) hazards to aircraft will be reduced. The implementation of this plan will result in a reduction of wildlife activity on and around the Airport that poses direct hazards to human safety and aircraft operations. This reduction in wildlife hazards will increase the safety of aircraft operations.

Planned APHIS WS Activities

A full time Wildlife Biologist (GS-486) who meets the qualifications as outlined in Federal Aviation Administration Advisory Circular 150/5200-36A will be stationed at the Airport to conduct wildlife monitoring and operational management activities. Additional biologists and/or biological technicians may be assigned to the project to assist with control operations if needed. The APHIS WS Wildlife Biologist will implement a variety of wildlife management techniques to resolve wildlife hazards in accordance with the Airport's Wildlife Hazard Management Plan. At the request of the Airport Director, APHIS WS will evaluate additional SJTA projects and activities outside of the airport

environs. Additional projects may be considered and conducted by APHIS WS if resources under this Agreement allow.

A summary of APHIS WS activities will be provided to the SJTA quarterly or as requested. The summary will include a synopsis of operational activities, meetings attended, strike data, and updates on ongoing projects or planned activities. A report of activities for specific projects will be provided to the SJTA as appropriate.

Wildlife Hazard Management Plan (WHMP)
The APHIS WS Biologist will maintain a WHMP for the Airport, based on the findings of the 2010 Wildlife Hazard Assessment (WHA), the ongoing monitoring and operational needs identified at the Airport. The APHIS WS Biologist will monitor and implement wildlife hazard management activities stipulated in the WHMP. Activities will include wildlife hazard management, habitat management, and continued wildlife monitoring over a 12-month period. The WHMP will be reviewed and evaluated at least annually by the Wildlife Hazard Working Group (WHWG) to determine the effectiveness of the WHMP at reducing wildlife strikes at the Airport.

Wildlife Coordinator
The APHIS WS Biologist, as deemed by the Manager of Airport Services, will serve as the Airport's Wildlife Coordinator. Duties as Wildlife Coordinator will include maintaining a Wildlife Hazard Working Group (WHWG) of airport stakeholders, disseminating information and assignments through the WHWG, and assisting in the supervision, coordination, and monitoring of wildlife hazard management activities as outlined in the WHMP.

The Wildlife Coordinator will maintain a database of wildlife strikes, management actions by APHIS WS and the Airport Operations Coordinators, and wildlife surveys of the airfield and surrounding areas.

Monitoring of Wildlife Hazards
APHIS WS will monitor the airport environment for wildlife hazards, taking corrective action if necessary and record and submit all findings to the Airport Manager. The wildlife monitoring surveys of on-airport and off-airport attractants and hazards are outlined in the WHMP.

Depredation Permit Management
APHIS WS will coordinate wildlife hazard management activities with State and Federal wildlife agencies and municipal law enforcement as necessary. APHIS WS will assist the Airport in obtaining depredation permits to manage hazardous migratory birds and mammals, from Federal or State wildlife agencies.

Provide Required Federal Aviation Administration (FAA) Training
APHIS WS will provide training to airport personnel annually, per the requirements in Federal Aviation Regulation (FAR) 139.303 (c) and (e) (5) and course material per Advisory Circular 150/5200-36A, in the safe handling and proper use of wildlife dispersal

methods and equipment, habitat management procedures, and compliance with pertinent wildlife laws and regulations.

Cost Sharing

Airport Stakeholders may contribute to the program cost in each year through separate cooperative service agreements with APHIS WS to accomplish the overall program mission. If other stakeholders contribute to the cost of the program, this agreement with SJTA will be amended and the total amount of funding necessary from the SJTA will be reduced accordingly.

Effective Dates

This Agreement shall become effective on January 1, 2014, and shall expire on December 31, 2018.

ATTACHMENT B
FINANCIAL PLAN

Year 1: January 1, 2014 – December 31, 2014

Personnel Costs	$121,576
Vehicles (Fuel and Maintenance)	$ 1,400
Supplies & Equipment	$ 5,600
Travel & Training	$ 1,088
Subtotal (Direct Costs)	$129,664
Pooled Job Costs	$ 14,263
Indirect Costs	$ 20,941
TOTAL	$164,868

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may **not exceed $164,868.**

Year 2: January 1, 2015 – December 31, 2015

Personnel Costs	$122,818
Vehicles (Fuel and Maintenance)	$ 1,400
Supplies & Equipment	$ 5,600
Travel & Training	$ 1,094
Subtotal (Direct Costs)	$130,912
Pooled Job Costs	$ 14,400
Indirect Costs	$ 21,142
TOTAL	$166,454

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may **not exceed $166,454.**

Year 3: January 1, 2016 – December 31, 2016

Personnel Costs	$124,063
Vehicles (Fuel and Maintenance)	$ 1,400
Supplies & Equipment	$ 5,600
Travel & Training	$ 1,100
Subtotal (Direct Costs)	$132,163
Pooled Job Costs	$ 14,538
Indirect Costs	$ 21,344
TOTAL	$168,045

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may **not exceed $168,045.**

Year 4: January 1, 2017 – December 31, 2017

Personnel Costs		$126,049
Vehicles (Fuel and Maintenance)		$ 1,400
Supplies & Equipment		$ 5,600
Travel & Training		$ 1,100
Subtotal (Direct Costs)		$134,149
Pooled Job Costs		$ 14,756
Indirect Costs		$ 21,665
	TOTAL	$170,570

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may **not exceed $170,570.**

Year 5: January 1, 2018 – December 31, 2018

Personnel Costs		$128,084
Vehicles (Fuel and Maintenance)		$ 1,400
Supplies & Equipment		$ 5,600
Travel & Training		$ 1,100
Subtotal (Direct Costs)		$136,184
Pooled Job Costs		$ 14,980
Indirect Costs		$ 21,994
	TOTAL	$173,158

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may **not exceed $173,158.**

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may **not exceed $843,095, the total of the 5 budget years.**

Billing Cycle: Monthly

Financial Point of Contact

SJTA: Frank F. Frankowski
Chief Financial Officer

609-965-6060
Phone

APHIS WS: Lisa Spinelli
Budget Analyst

Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 8083 RA
WBS Element: AP.RA.RX34.72.0126

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

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

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 County of Somerset mutually agree:

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

County of Somerset:
Paul McCall
Director of Public Works
P.O. Box 3000, 20 Grove Street
Somerville, NJ 08876-1262

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

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 Paul McCall or his designee, Aaron Guikema or his designee, and/or those additional persons authorized and approved by Paul McCall and Aaron Guikema.

3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

County of Somerset agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by County of Somerset. County of Somerset 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). County of Somerset will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. County of Somerset ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

3. To designate to APHIS WS the County of Somerset 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. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at County of Somerset as described in the Work and Financial Plans.

2. To designate to County of Somerset the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill County of Somerset 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 County of Somerset shall have the right to inspect and audit such records.

4. To coordinate with County of Somerset before responding to any media requests involving APHIS WS activities related to the program.

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

County of Somerset certifies that APHIS WS has advised County of Somerset that there may be private sector service providers available to provide wildlife management services that County of Somerset 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 federal 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 County of Somerset does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

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

County of Somerset Taxpayer Identification Number (TIN) 226-002-472

County of Somerset:

BY: _____ 3/6/17
Freeholder Director — Date
20 Grove Street
Somerville, NJ 08876-1262

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

BY: _____ 2/10/17
Aaron Guikema — Date
State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

BY: _____ 2/13/17
Janet Bucknall — Date
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606-5213

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 authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at County of Somerset (Somerset County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on County of Somerset property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

County of Somerset has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at County of Somerset property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at County of Somerset and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

APHIS WS and the Somerset County Park Rangers will conduct nest and egg management (egg addling) throughout the nesting season (March-May) at designated areas within County Parks, as well as municipal sites where a WS Form 12A has been obtained. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and County of Somerset will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At County of Somerset's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to County of Somerset summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on September 30, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	9,694
Vehicle (Fuel & Maintenance)	$	840
Travel	$	4,983
Supplies & Equipment	$	612
Subtotal (Direct Costs)	$	16,129
Pooled Job Costs	$	1,774
Indirect Costs	$	2,605
TOTAL	$	20,508

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$20,508.**

Billing Cycle: Quarterly

Financial Point of Contact

County of Somerset:

Name: Paul McCall

Address: 20 Grove Street (P. O. Box 3000)
Somerville, NJ 08876

Phone: 908-231-7024

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 8030 RA
WBS Element: AP.RA.RX34.72.0072

COOPERATIVE SERVICE AGREEMENT
between
TOWNSHIP OF TOMS RIVER
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

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 TOWNSHIP OF TOMS RIVER mutually agree:

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

TOWNSHIP OF TOMS RIVER:
Craig Ambrosio
33 Washington St
Toms River, NJ 08753-7642

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

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 Craig Ambrosio or his designee, the State Director or his designee, and/or those additional persons authorized and approved by Craig Ambrosio 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

TOWNSHIP OF TOMS RIVER agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by TOWNSHIP OF TOMS RIVER. TOWNSHIP OF TOMS RIVER 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). TOWNSHIP OF TOMS RIVER will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. TOWNSHIP OF TOMS RIVER 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 TOWNSHIP OF TOMS RIVER 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. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at TOWNSHIP OF TOMS RIVER as described in the Work and Financial Plans.

2. To designate to TOWNSHIP OF TOMS RIVER the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill TOWNSHIP OF TOMS RIVER 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 TOWNSHIP OF TOMS RIVER shall have the right to inspect and audit such records.

4. To coordinate with TOWNSHIP OF TOMS RIVER before responding to any media requests involving APHIS WS activities related to the program.

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

TOWNSHIP OF TOMS RIVER certifies that APHIS WS has advised TOWNSHIP OF TOMS RIVER that there may be private sector service providers available to provide wildlife management services that TOWNSHIP OF TOMS RIVER 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 federal 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 TOWNSHIP OF TOMS RIVER 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.

Township of Toms River Taxpayer Identification Number (TIN): ____21-6000541____

TOWNSHIP OF TOMS RIVER:

BY: _____ 1/6/17
Date

Craig Ambrosio
Director of Parks, Buildings, and Grounds
33 Washington St
Toms River, NJ 08753-7642

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

BY: _____ _____
Date

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

ATTACHMENT A
WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at TOWNSHIP OF TOMS RIVER (Ocean County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on TOWNSHIP OF TOMS RIVER property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

TOWNSHIP OF TOMS RIVER has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at TOWNSHIP OF TOMS RIVER property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at TOWNSHIP OF TOMS RIVER and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur up to two days during one or both of the following time frames: during the molt period in June/July and during late summer/early fall. Captures outside of the molt period would be via air-cannon net or other capture methods, such as bow nets, alpha-chloralose and/or other proposed methods, as agreed upon by both parties. At TOWNSHIP OF TOMS RIVER's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to TOWNSHIP OF TOMS RIVER summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on September 30, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	5,773
Vehicle (Fuel & Maintenance)	$	928
Travel	$	1,351
Supplies & Equipment	$	576
Subtotal (Direct Costs)	$	8,628
Pooled Job Costs	$	949
Indirect Costs	$	1,393
TOTAL	$	10,970

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$10,970.**

Billing Cycle: Quarterly

Financial Point of Contact

TOWNSHIP OF TOMS RIVER:

Name: CRAIG AMBROSIO, DIRECTOR

Address: **TOWNSHIP OF TOMS RIVER**
Parks, Buildings & Grounds
P.O. Box 728
Toms River, NJ 08754-0728

Phone: (732) 341-1000 x8417

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 8002 RA
WBS Element: AP.RA.RX34.72.0035

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

ARTICLE 1

The purpose of this Cooperative Service Agreement is to facilitate APHIS WS in providing UNION COUNTY with a two-year integrated wildlife damage management program aimed at reducing wildlife damage to human health and safety, property, and natural resources in Union County, NJ. To accomplish this, APHIS WS will provide one full-time Wildlife Specialist who will identify, implement and monitor measures to alleviate or eliminate waterfowl and other wildlife damage as defined in the Work Plan (Attachment A).

Attachment A, the Work Plan, provides a detailed description of all phases of the Agreement. Attachment B, the Financial Plan, provides an outline of costs for the length of the Agreement, with a budget year total not to exceed $117,960 for the first year and $119,902 for the second year. Costs will not exceed $237,862 for the total of the two budget years.

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 UNION COUNTY mutually agree:

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

   UNION COUNTY:
   Ron Zuber, Deputy Director
   Department of Parks &
   Community Renewal
   Administration Building
   Elizabeth, NJ 07207-4910

   APHIS WS:
   Aaron Guikema, State Director
   140-C Locust Grove Road
   Pittstown, NJ 08867-4049
   (908) 735-5654

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 Ron Zuber or his designee, Aaron Guikema or his designee, and/or those additional persons authorized and approved by the Ron Zuber, and Aaron Guikema.

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

UNION COUNTY agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with wildlife damage. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by UNION COUNTY. UNION COUNTY 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). UNION COUNTY will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. UNION COUNTY 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 UNION COUNTY 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 with a purchase price of $5,000 or more per unit, purchased directly with funds from the cooperator for use solely on this project shall be subject to disposal according to APHIS policy, and shall be specifically listed in the attached work plan and financial plan. Property title/disposal shall be determined when this project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to APHIS policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of $5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use solely for this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

8. To obtain the appropriate permits for removal activities for wildlife and list APHIS WS as a subpermitee.

9. To provide APHIS WS personnel with reasonable office or cubicle space, including a telephone, fax and Internet service; and to provide space for outdoor storage of equipment and supplies necessary to conduct APHIS WS activities in UNION COUNTY.

10. To provide parking for federal vehicles while conducting official duties.

ARTICLE 5

APHIS WS Agrees:

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

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

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

4. To administer the program through utilization of federal employees and supervisors.

5. To coordinate with UNION COUNTY before responding to any media requests involving APHIS WS activities related to the program.

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

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

UNION COUNTY Taxpayer Identification Number (TIN) __22-6002481_

UNION COUNTY:

BY: _____ 1-27-17
Date

Alfred J. Faella
County Manager
Department of Parks & Community Renewal
Administration Building
Elizabeth, NJ 07207-4910

James E. Pellettiere
Clerk of the Board
Union County Board
of Chosen Freeholders

APPROVED AS TO FORM

_____
COUNTY COUNSEL

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

BY: _____ 2/10/17
Date

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

BY: _____ 2/13/17
Date

for Janet Bucknall
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606-5213

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 authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The IWDM program will be directed primarily at reducing waterfowl and wildlife damage to human health and safety, property, and natural resources at parks, gardens, nature trails, recreational areas, and other public-use sites in UNION COUNTY, NJ.

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will assist UNION COUNTY in implementing an IWDM program. An ongoing IWDM program will provide the greatest practical level of protection associated with wildlife damage at the UNION COUNTY properties.

One full-time Wildlife Specialist, with the oversight of APHIS WS Wildlife Biologists and supervision by the APHIS WS District Supervisor or State Director, will be assigned to UNION COUNTY and will assist UNION COUNTY in the following:

A. MANAGEMENT ACTIONS

Operational Activities

1) Ongoing non-lethal waterfowl (Canada geese, mute swans, mallards, feral ducks and feral geese) frightening/harassment to be conducted year-round. Methods include, but are not limited to: visual, auditory, and chemical repellents such as, reflective tape, pyrotechnics, lasers, harassment shooting, dogs, eyespot balloons, flagging, and methyl anthranilate.
2) Controlled shooting of waterfowl (Canada geese, mute swans, mallards, feral ducks and feral geese) to reinforce harassment methods or to accomplish other program objectives.
3) Treatment of waterfowl nests and eggs (Canada geese, mute swans, mallards, feral ducks and feral geese) throughout the nesting season (March – May), in approximate 7-14 day intervals, to reduce reproduction levels.
4) Capture and euthanasia of Canada geese and feral ducks and geese from various locations in UNION COUNTY during the molting period. Activities will include up to two total capture days and assistance from additional APHIS-WS staff.
5) Capture and removal of Canada geese, mallards, feral ducks and domestic geese, by use of alpha-chloralose as an avian immobilizing agent.
6) Use of cannon/rocket nets or other specialized equipment as necessary to capture and remove damaging species of waterfowl.
7) Upon request from UNION COUNTY and with appropriate regulatory approvals and permits, APHIS WS will assist with harassment and removal of mammal and additional avian species. These species include, but are not limited to: muskrat, woodchuck, coyote, fox, white-tailed deer, raccoons, skunk, opossum, grey squirrel, pigeons, turkey vultures, black vultures and double-crested cormorants.

All activities will be conducted during mutually agreed upon hours of day and night, with regular and overtime hours worked, as necessary, to accomplish the objectives of the program. When shooting is conducted, UNION COUNTY will be appropriately notified and informed. UNION COUNTY will authorize participation of UNION COUNTY security and/or local police departments for safety and security reasons during conduct of activities, if deemed necessary and appropriate by APHIS WS and UNION COUNTY. Wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS) and the New Jersey Division of Fish and Wildlife (NJDFW), by burial, incineration, and/or donation for non-human consumption. Wildlife will be euthanized in accordance with recommendations by the American Veterinary Medical Association (AVMA) and APHIS WS policy.

All APHIS WS activities shall be conducted by APHIS WS personnel, and shall be in compliance with the National Environmental Policy Act, Migratory Bird Treaty Act, Endangered Species Act, and all other applicable federal, state, and local laws and regulations. Removal of waterfowl, nests, or their eggs shall be conducted pursuant to a federal depredation permit (co-signed by the NJDFW) and issued to UNION COUNTY. Record keeping and annual reporting shall be conducted by APHIS WS as indicated below.

Education, Training, and Information Transfer

1) Coordinate and assist in information transfer and training of participating UNION COUNTY personnel with regard to waterfowl and wildlife identification, frightening/harassment techniques, equipment handling/safety procedures, and permit processes.
2) Provide oversight and instructional assistance in the implementation of habitat modification and exclusionary measures.
3) Liaison with local, state, and federal regulatory agencies, and municipalities located within UNION COUNTY, and other organizations, if necessary, as part of a comprehensive IWDM.
4) Assist UNION COUNTY as requested in providing the media with scientifically-based information regarding wildlife and wildlife damage management in UNION COUNTY.
5) Present specific information relating to IWDM and damage issues involved with human health and safety, property, and natural resources during committee or other meetings. Meetings include internal meetings between APHIS WS and UNION COUNTY, as well as external meetings that UNION COUNTY requests APHIS WS attends either on their behalf or with them.
6) Provide technical assistance to UNION COUNTY in other wildlife damage management matters that may arise.

Reports and Permits

1) Prepare all required reports to document activities and periodic progress reports to be shared with UNION COUNTY. Such progress reports will include quarterly reports of activities, observations, and recommendations.
2) Complete annual reports associated with the USFWS and NJDFW for renewable depredation and other necessary permits.
3) Assist UNION COUNTY in obtaining any necessary permits that may be required to conduct waterfowl and wildlife damage management activities.

Monitoring of Wildlife

1) Conduct waterfowl surveys in UNION COUNTY to document the biology and ecological relationships of waterfowl populations in the area. Data pertaining to the occurrence, location, and movements of waterfowl species on a daily and seasonal basis will be recorded and damaging animals will be managed accordingly.

Waterfowl Research

1) If deemed appropriate through dialogue between UNION COUNTY and APHIS WS, research (e.g., capture and banding/marking geese) may be conducted to determine migratory status of wintering Canada geese.

2) Through discussions with APHIS WS National Wildlife Research Center and review of current scientific journals and other literature, other research projects may be developed depending on time available and need.

B. RESULTS AND BENEFITS EXPECTED

UNION COUNTY will receive far-reaching benefits from the assistance by APHIS WS personnel. Expected benefits include:

1) Alleviation of problems caused by waterfowl and wildlife due to the continued presence of field personnel with expertise in wildlife damage issues.
2) Direct management of waterfowl and wildlife problems in a timely and efficient manner.
3) Consultation and recommendations on altering or eliminating problematic waterfowl and wildlife habitats.
4) Identification of wildlife hazards to aviation (Newark Liberty International Airport is located within both Union and Essex Counties, and Linden Airport is located within Union County).
5) Quantitative data on waterfowl and wildlife species, including frequency of occurrence.
6) Identification of seasonal and behavioral activity of waterfowl and wildlife.
7) Identification and management of waterfowl and wildlife species, and the types of habitat in which they are attracted.

C. RESOURCES REQUIRED

The APHIS WS Wildlife Specialist will conduct the activities described in this Agreement. Additional APHIS WS personnel will assist as necessary with meetings, presentations and wildlife damage management operations.

UNION COUNTY will appoint an individual as a point of contact. UNION COUNTY will provide logistical support (e.g., access to areas, security, etc.). APHIS WS personnel will complete all necessary training and coordinate with appropriate personnel to maintain training requirements during the life of the Agreement.

D. PROCUREMENT AND OFFICE SPACE

Purchase of supplies and the hiring of APHIS WS personnel will be done by APHIS WS as outlined in the Financial Plan. Additionally, all expenditures will be processed through APHIS WS' administrative system as described in the Financial Plan.

UNION COUNTY will provide office space, phone service, and access to copiers, and fax machines for the APHIS WS Specialist. APHIS WS will provide a vehicle, necessary office supplies (computer, cell phone), and necessary field supplies such as binoculars, spotting scope, range finder, firearms, traps, ammunition, and other necessary equipment for use in the field.

E. STIPULATIONS AND RESTRICTIONS

APHIS WS activities under this Agreement will be limited to UNION COUNTY properties. Techniques will be environmentally sound, safe, and selective. All program activities will comply with applicable local, state, and federal laws and regulations. If applicable, both federal and state permits will be secured to perform the work outlined in this Agreement. These activities will be within the policy guidelines of APHIS WS.

Effective Dates

Activities by APHIS WS, as stipulated in Attachment A, will begin on March 1, 2017 and shall continue for two years through February 28, 2019.

Resources Required

APHIS WS will provide one full-time Wildlife Specialist to work in UNION COUNTY. The Wildlife Specialist will be assisted by a Wildlife Biologist and supervised by the District Supervisor and/or State Director within the APHIS WS' New Jersey Program.

ATTACHMENT B
FINANCIAL PLAN

Year 1

Personnel Costs	$ 80,113
Vehicle (Fuel & Maintenance)	$ 6,172
Travel	$ 1,431
Supplies & Equipment	$ 5,056
Subtotal (Direct Costs)	$ 92,772
Pooled Job Costs	$ 10,205
Indirect Costs	$ 14,983
TOTAL	**$117,960**

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but will not exceed $117,960 for the budget year.

Year 2

Personnel Costs	$ 81,743
Vehicle (Fuel & Maintenance)	$ 6,172
Travel	$ 1,431
Supplies & Equipment	$ 4,954
Subtotal (Direct Costs)	$ 94,300
Pooled Job Costs	$ 10,373
Indirect Costs	$ 15,229
TOTAL	**$119,902**

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but will not exceed $119,902 for the budget year.

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$237,862 for the total of the two budget years.**

Billing Cycle: Monthly

Financial Point of Contact

UNION COUNTY:

Name: Margie Alvarez

Address:

Phone: 908 527 4907

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6-14)

Agreement No.: 17 7234 8015 RA
WBS Element: AP.RA.RX34.72.0056

COOPERATIVE SERVICE AGREEMENT

between

WESTLAKE GOLF AND COUNTRY CLUB

and the

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

ARTICLE 1

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

ARTICLE 2

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

ARTICLE 3

APHIS WS and Westlake Golf and Country Club agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. Westlake Golf and Country Club will provide the U.S. Department of Agriculture the sum of $6,792 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. Westlake Golf and Country Club 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.
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. Westlake Golf and Country Club certifies that APHIS WS has advised Westlake Golf and Country Club that there may be private sector service providers available to provide wildlife management services that Westlake Golf and Country Club 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 federal 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 February 1, 2017 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 Westlake Golf and Country Club does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: 22-3698233

Westlake Golf and Country Club
(b) (6) [redacted]
1 Pine Lake Circle
Jackson, NJ 08527-4033

(b) (6) [redacted]

Cooperator's Signatur[redacted] 1-16-17
Date

USDA-APHIS-Wildlife Services
Aaron Guikema, State Director
140C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 - 5654 Ext. 11

State Director Date

WORK PLAN

Wildlife Species: Canada goose (*Branta Canadensis*)

Description of Damage: Canada goose presence on Westlake Golf and Country Club property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Location: Wildlife damage management activities at Westlake Golf and Country Club (Ocean County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Services Provided: APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at Westlake Golf and Country Club and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and Westlake Golf and Country Club will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At Westlake Golf and Country Club's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to Westlake Golf and Country Club summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

APHIS WS and WESTLAKE GOLF AND COUNTRY CLUB Agree:

1. Westlake Golf and Country Club will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife damage management activities and will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS WS will comply with all terms and conditions of this Agreement.
3. Westlake Golf and Country Club has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at Westlake Golf and Country Club property(s).

Effective Dates: This Cooperative Service Agreement shall become effective on February 1, 2017 and shall expire on September 30, 2017.

FINANCIAL PLAN

Personnel Costs	$	3,439
Vehicle (Fuel & Maintenance)	$	259
Travel	$	1,351
Supplies & Equipment	$	293
Subtotal (Direct Costs)	$	5,342
Pooled Job Costs	$	587
Indirect Costs	$	863
TOTAL	$	6,792

APHIS WS costs are not based on number of nests found, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed $6,792.

Billing Cycle: Quarterly

Financial Point of Contact

Westlake Golf and Country Club:

Name: (b) (6) [redacted]

Address: 1 Pine Lakes Circle
Jackson, NJ 08527

Phone: (b) (6) [redacted]

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

WS-ER (6/14)

Agreement No.: 17 7234 8034 RA
WBS Element: AP.RA.RX34.72.0076

COOPERATIVE SERVICE AGREEMENT
between
BOROUGH OF WOODLAND PARK
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to assist in a Canada goose damage management project as described in the attached Work Plan (Attachment A).

ARTICLE 2

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

ARTICLE 3

APHIS WS and Borough of Woodland Park mutually agree:

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

Borough of Woodland Park:
Kevin Galland
5 Brophy Lane
Woodland Park, NJ 07424-2752

APHIS WS:
Aaron Guikema, State Director
140-C Locust Grove Road
Pittstown, NJ 08867-4049
(908) 735 – 5654 Ext. 11

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 Kevin Galland or his designee, the State Director or his designee, and/or those additional persons authorized and approved by Kevin Galland and the State Director.

3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

ARTICLE 4

Borough of Woodland Park agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Borough of Woodland Park. Borough of Woodland Park 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). Borough of Woodland Park will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. Borough of Woodland Park ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

3. To designate to APHIS WS the Borough of Woodland Park 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. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to any media requests involving APHIS WS activities related to the program.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at Borough of Woodland Park as described in the Work and Financial Plans.

2. To designate to Borough of Woodland Park the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To bill Borough of Woodland Park 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 Borough of Woodland Park shall have the right to inspect and audit such records.

4. To coordinate with Borough of Woodland Park before responding to any media requests involving APHIS WS activities related to the program.

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

Borough of Woodland Park certifies that APHIS WS has advised Borough of Woodland Park that there may be private sector service providers available to provide wildlife management services that Borough of Woodland Park 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 federal 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 Borough of Woodland Park does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

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

Borough of Woodland Park Taxpayer Identification Number (TIN) 22-6002401

Borough of Woodland Park:

BY: _____ 1/11/17
Borough Mayor Date
5 Brophy Lane
Woodland Park, NJ 07424-2752

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

BY: _____ _____
Aaron Guikema Date
State Director
USDA APHIS WS
140-C Locust Grove Road
Pittstown, NJ 08867-4049

Best Copy Available

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 authorities for USDA's Animal and Plant Health Inspection Service (APHIS), Wildlife Services program (WS) are 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). APHIS WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1997). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Purpose

The wildlife damage management program at Borough of Woodland Park (Passaic County, NJ) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on Borough of Woodland Park property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

Borough of Woodland Park has employed on their property(s) non-lethal Canada goose management techniques prior to this Agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, a "no feeding" policy exists at Borough of Woodland Park property(s).

Planned APHIS WS Activities

APHIS WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities described below at Borough of Woodland Park and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Nest and egg management (egg addling) will occur throughout the nesting season. Treatment and/or destruction of Canada goose nests and eggs will be conducted during multiple site visits at 7-14 day intervals. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on above property(s) will occur one day during the molt period in June or July. APHIS WS and Borough of Woodland Park will determine if other capture methods such as cannon nets, bow nets, alpha-chloralose and/or other proposed methods as agreed upon by both parties, are appropriate outside of the molting period. At Borough of Woodland Park's request, management of other waterfowl species will be carried out by APHIS WS. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS WS policy. When applicable, euthanized wildlife will be sampled and tested for disease research purposes. Euthanized wildlife will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS), by burial, incineration and/or donation for non-human consumption. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program. APHIS WS will provide a written report to Borough of Woodland Park summarizing Canada goose management pursuant to this Agreement no later than September 30, 2017.

Effective Dates

This Agreement shall become effective on February 1, 2017, and shall expire on September 30, 2017.

ATTACHMENT B
FINANCIAL PLAN

Personnel Costs	$	4,213
Vehicle (Fuel & Maintenance)	$	473
Travel	$	1,647
Supplies & Equipment	$	542
Subtotal (Direct Costs)	$	6,875
Pooled Job Costs	$	756
Indirect Costs	$	1,110
TOTAL	$	8,741

APHIS WS costs are not based on number of nests found or the number of geese captured, but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but may not exceed **$8,741**.

Billing Cycle: Quarterly

Financial Point of Contact

Borough of Woodland Park:

Name: HEATHER BARKENBUSH
Address: 5 BROAD LANE
WOODLAND PARK NJ 07424
Phone: 973 345 8100 x 205

APHIS WS:

Lisa L. Spinelli, Budget Analyst
Phone: (908) 735-5654 Ext. 10
Fax: (908) 735-0821
Email: Lisa.L.Spinelli@aphis.usda.gov

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