

**COOPERATIVE SERVICE AGREEMENT**  
 between  
**HACKENSACK UMC AT PASCACK VALLEY (HACKENSACK UMC)**  
 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 Hackensack UMC agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. Hackensack UMC will provide the U.S. Department of Agriculture the sum of \$300 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. Hackensack UMC 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. Hackensack UMC certifies that APHIS WS has advised Hackensack UMC that there may be private sector service providers available to provide wildlife management services that Hackensack UMC 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**

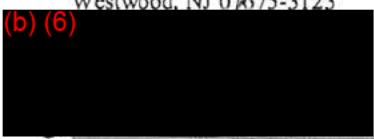
APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

**ARTICLE 6**

The Agreement shall become effective April 4, 2016 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 Hackensack UMC does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: 26 - 4051167

Hackensack UMC  
 250 Old Hook Road  
 Westwood, NJ 07675-3123

(b) (6) 

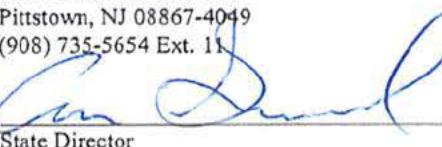
Cooperator's Signature

4/1/16  
Date

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

State Director

Date


4/15/16
PAID  
 7/21/16

## WORK PLAN

**Wildlife Species:** Canada goose (*Branta canadensis*)

**Description of Damage:** Canada goose presence on Hackensack UMC property poses unacceptable negative impacts to human health and safety. Geese may be aggressive during the breeding season and other times of year, causing potential injury to residents, patrons and/or employees of Hackensack UMC. Additionally, presence of Canada geese may also contribute to unacceptable accumulations of feces (with potential impacts to human health, nuisance damage and lower water quality), traffic hazards in parking lots and roadways or to aviation, and property damage through grazing, trampling, and feces accumulations.

**Location:** Wildlife damage management activities at Hackensack UMC (Bergen 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 Hackensack UMC, as well as provide technical assistance regarding an integrated Canada goose damage management program. Activities include Canada goose nest and egg management (removal and destruction of nest(s) and egg(s)), which inhibits reproduction to help control the local population and associated problems. APHIS WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS WS program.

**APHIS WS and Hackensack UMC Agree:**

1. Hackensack UMC will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife damage management activities pursuant to this Agreement, 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. Hackensack UMC will inform patrons and/or employees about potential danger(s) of aggressive nesting geese. Hackensack UMC will limit access to all nesting areas, if possible.
4. After APHIS-WS removes/destroys nests and eggs, Hackensack UMC will install temporary physical and/or visual barriers to keep geese from re-nesting in the same location during the remainder of the breeding season.
5. Hackensack UMC will implement a “No Feeding” policy on their site.

**Effective Dates:** This Agreement shall become effective on April 4, 2016 and shall expire on July 31, 2016.

## FINANCIAL PLAN

Personnel Costs .....	\$ 233
Vehicle (Fuel & Maintenance) .....	\$ 0
Travel .....	\$ 0
Supplies & Equipment .....	\$ 3
 Subtotal (Direct Costs) .....	 <u>\$ 236</u>
Pooled Job Costs .....	\$ 26
Indirect Costs .....	\$ 38
 TOTAL .....	 <u>\$ 300</u>

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but will not exceed \$300.

**Billing Cycle:** Monthly

### Financial Point of Contact

Hackensack UMC:

Name:	(b) (6)
Address:	<u>250 Old Hook Rd</u>
	<u>Westwood, N.J. 07625</u>
Phone:	(b) (6)

APHIS WS:

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

**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 (Agreement) is to assist in a wildlife 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 (b) (6)  
of Natural Resource Management  
Phone: (b) (6)

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 Christine Sanz or her designee, (b) (6) his designee, and/or those additional persons authorized and approved by Christine Sanz and (b) (6)
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 NJSEA 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 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:



Christine Sanz

12/31/15

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:



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 the NJSEA (Bergen and Hudson Counties, NJ) will be directed primarily at reducing to human health and safety risks, property damage and damage to natural resources (wetland enhancement sites), associated with Canada geese.

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 nearby residents, patrons and/or employees.

The NJSEA 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 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 (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 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 properties throughout the months of March through October. 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 be 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 USFWS Migratory Bird Depredation Permits issued to the APHIS WS program and the NJSEA. APHIS WS will provide a written report to the NJSEA, summarizing Canada goose management pursuant to this Agreement, no later than December 31, 2016.

### Effective Dates

This Agreement shall become effective on January 1, 2016 and shall expire on December 31, 2016.

**ATTACHMENT B**  
**FINANCIAL PLAN**

Personnel Costs .....	\$9,506
Vehicle (Fuel & Maintenance) .....	\$3,621
Travel .....	\$1,610
Supplies & Equipment .....	\$306
 Subtotal (Direct Costs) .....	<u>\$15,043</u>
 Pooled Job Costs .....	\$1,655
 Indirect Costs .....	\$2,429
 TOTAL .....	<u>\$19,127</u>

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 **\$19,127**.

**Billing Cycle:** Monthly

Financial Point of Contact

NJSEA:

Name:	(b) (6)
Address:	<u>One DeKorte Park Plaza</u> <u>Lyndhurst, NJ 07071</u>
Phone:	(b) (6)

APHIS WS:

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

**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 \$6,204 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, 2016 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

Cooperator's Signature

1/18/16  
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 properties 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 Morris County Parks 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 30 September 2016.

### **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 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.
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, 2016 and shall expire on September 30, 2016.

## **FINANCIAL PLAN**

Personnel Costs .....	\$ 2,800
Vehicle (Fuel & Maintenance) .....	\$ 315
Travel .....	\$ 1,643
Supplies & Equipment .....	\$ 121
 Subtotal (Direct Costs) .....	<u>\$ 4,879</u>
Pooled Job Costs .....	\$ 537
Indirect Costs .....	\$ 788
 <b>TOTAL</b> .....	<b><u>\$ 6,204</u></b>

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 \$6,204.

**Billing Cycle:**                   Quarterly

### **Financial Point of Contact**

**Morris County Parks:**

Name: Rich Vitale  
Address: PO 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](mailto:Lisa.L.Spinelli@aphis.usda.gov)

**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

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 subpermittee.

## **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: John C. Bartlett, Jr. Date 1/20/2016  
Print Name: John C. Bartlett, Jr.  
Title: Director, Board of Chosen Freeholders  
Address: 101 Hooper Avenue, Toms River, NJ 08754-2191

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

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

BY: Charles S. Brown Date 2/8/16  
Charles S. Brown  
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 properties 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 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.

### 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 30 November 2016.

### Effective Dates

This Agreement shall become effective on February 1, 2016, and shall expire on October 31, 2016.

**ATTACHMENT B**  
**FINANCIAL PLAN**

Personnel Costs .....	\$ 12,228
Vehicle (Fuel & Maintenance) .....	\$ 2,342
Travel .....	\$ 2,691
Supplies & Equipment .....	\$ 336
 Subtotal (Direct Costs) .....	<u>\$ 17,597</u>
 Pooled Job Costs .....	\$ 1,936
 Indirect Costs .....	\$ 2,842
 TOTAL .....	<u>\$ 22,375</u>

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 **\$22,375**.

**Billing Cycle:** Quarterly

Financial Point of Contact

OCEAN COUNTY PARKS AND RECREATION:

Name:	<u>Jennifer Jonus</u>
Address:	<u>1198 Bandon Rd</u>
	<u>Toms River, NJ 08753</u>
Phone:	<u>732-506-9090 x 5945</u>

APHIS WS:

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

**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 \$2,527 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, 2016 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: 11-2188500

Morristown Municipal Airport  
8 Airport Road  
Morristown, NJ 07960-4624

Contact: (b) (6)

Phone: (973) 538-6400 x (b) (6)

(b) (6)

Cooperator's Signature

Date

USDA-APHIS-Wildlife Services  
140C Locust Grove Road  
Pittstown, NJ 08867-1049  
(908) 735-5654

State Director

Date

## WORK PLAN

**Wildlife Species:** Canada goose (*Branta canadensis*)

**Description of Damage:** Canada goose presence on MMU property results in human health and safety hazards to aviation, accumulation of feces (nuisance, potential human health concerns), grazing of lawns, aggressive behavior of geese during the nesting season (potential human safety problems), creation of traffic hazards on roadways 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 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 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 USFWS 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, 2016.

**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 pursuant to this Agreement, 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 Agreement shall become effective on February 1, 2016 and shall expire on September 30, 2016.

## FINANCIAL PLAN

Personnel Costs .....	\$1,403
Vehicle (Fuel & Maintenance) .....	\$564
Travel .....	\$0
Supplies & Equipment .....	\$20
Subtotal (Direct Costs) .....	<u>\$1,987</u>
Pooled Job Costs .....	\$219
Indirect Costs .....	\$321
TOTAL .....	<u>\$2,527</u>

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 \$2,527.

**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](mailto:Lisa.L.Spinelli@aphis.usda.gov)

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

**ARTICLE 1**

The purpose of this Cooperative Service Agreement is to 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 Mercer County Park Commission mutually agree:

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

Mercer County Park Commission:  
Jay Long  
1 Wheeler Way  
Princeton, NJ 08540-5915

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 Jay Long or his designee, the State Director or his designee, and/or those additional persons authorized and approved by Jay Long and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

#### **ARTICLE 4**

Mercer County Park Commission agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with Canada geese. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by Mercer County Park Commission. Mercer County Park Commission will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). Mercer County Park Commission will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. Mercer County Park Commission ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the Mercer County Park Commission authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.
6. 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 Mercer County Park Commission as described in the Work and Financial Plans.
2. To designate to Mercer County Park Commission the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill Mercer County Park Commission for actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and Mercer County Park Commission shall have the right to inspect and audit such records.
4. To coordinate with Mercer County Park Commission before responding to 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**

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

## **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.

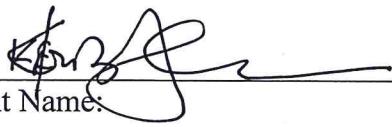
## **ARTICLE 12**

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 Mercer County Park Commission does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

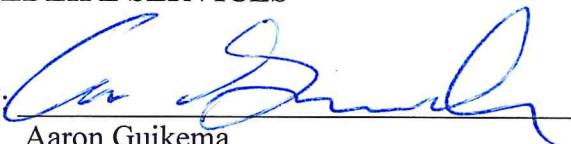
In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

Mercer County Park Commission Taxpayer Identification Number (TIN) 21-0742287

**Mercer County Park Commission:**

BY:  \_\_\_\_\_ Date 1-20-16  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

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

BY:  \_\_\_\_\_ Date 2/27/16  
Aaron Guikema  
State Director  
USDA APHIS WS  
140-C Locust Grove Road  
Pittstown, NJ 08867-4049

BY:  \_\_\_\_\_ Date 2/8/16  
Charles S. Brown  
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 Mercer County Park Commission (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 Mercer County Park Commission properties 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.

Mercer County Park Commission has employed on their property 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 Mercer County Park Commission property.

### 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 Mercer County Park Commission 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 to two days during the molt period in June or July. APHIS WS and Mercer County Park Commission 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. During late summer, fall, and winter, emphasis will be placed at deterring geese from utilizing golf courses as well as other properties at Mercer County Parks Commission's request. At Mercer County Park Commission'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 Mercer County Park Commission summarizing Canada goose management pursuant to this Agreement no later than 31 January 2017.

### Effective Dates

This Agreement shall become effective on January 1, 2016, and shall expire on December 31, 2016.

**ATTACHMENT B**  
**FINANCIAL PLAN**

Personnel Costs .....	\$ 10,934
Vehicle (Fuel & Maintenance) .....	\$ 1,513
Travel .....	\$ 3,027
Supplies & Equipment .....	\$ 346
 Subtotal (Direct Costs) .....	<u>\$ 15,820</u>
 Pooled Job Costs .....	\$ 1,740
 Indirect Costs .....	\$ 2,555
 TOTAL .....	<u>\$ 20,115</u>

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 **\$20,115**.

**Billing Cycle:** Quarterly

Financial Point of Contact

Mercer County Park Commission:

Name:	<u>KEVIN B. BANNON</u>
Address:	<u>EXECUTIVE DIRECTOR</u>
Phone:	Mercer County Park Commission _____ The Historic Hunt House _____ 197 Blackwell Road _____ Pennington, NJ 08534 _____

APHIS WS:

609-303-0700

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

**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:  
Stephen Carasia  
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 Stephen Carasia or his designee, the State Director or his designee, and/or those additional persons authorized and approved by the Stephen Carasia 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: Stephen Carasia 12/21/15  
Stephen Carasia  
P.O. Box 56  
Deal, NJ 07723-0041

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

BY: Aaron Guikema \_\_\_\_\_ 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 properties 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 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.

### 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 30 September 2016.

### Effective Dates

This Agreement shall become effective on February 1, 2016, and shall expire on September 30, 2016.

**ATTACHMENT B  
FINANCIAL PLAN**

Personnel Costs .....	\$ 3,880
Vehicle (Fuel & Maintenance) .....	\$ 894
Travel .....	\$ 1,315
Supplies & Equipment .....	\$ 159
 Subtotal (Direct Costs) .....	<u>\$ 6,248</u>
Pooled Job Costs .....	\$ 687
Indirect Costs .....	\$ 1,009
 TOTAL .....	<u>\$ 7,944</u>

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 \$7,944.

**Billing Cycle:** Quarterly

**Financial Point of Contact**

**DEAL ENDOWMENT FUND:**

Name:	<u>STEPHEN CARASIA</u>
Address:	<u>190 Nolimits Ave</u>
	<u>DEAL NJ 07723</u>
Phone:	<u>732-531-1454</u>

**APHIS WS:**

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

**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 \$6,324 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).

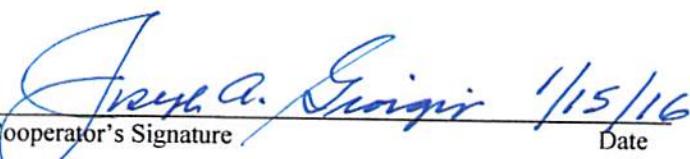
**ARTICLE 6**

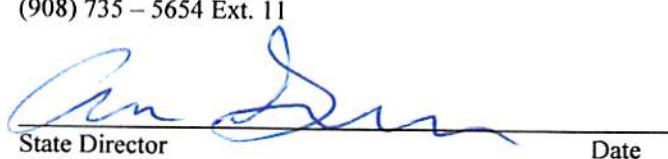
The Agreement shall become effective February 1, 2016 and shall continue in effect until the completion or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event Hanover Township Parks does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: 22-6001855

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

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

  
Cooperator's Signature Date

  
State Director Date

## WORK PLAN

**Wildlife Species:** Canada goose (*Branta Canadensis*)

**Description of Damage:** Canada goose presence on Hanover Township Parks properties 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 30 September 2016.

**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 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.

**Effective Dates:** This Cooperative Service Agreement shall become effective on February 1, 2016 and shall expire on September 30, 2016.

## FINANCIAL PLAN

Personnel Costs .....	\$ 3,959
Vehicle (Fuel & Maintenance) .....	\$ 856
Travel .....	\$ 0
Supplies & Equipment .....	\$ 159
Subtotal (Direct Costs) .....	\$ <u>4,974</u>
Pooled Job Costs .....	\$ 547
Indirect Costs .....	\$ 803
TOTAL .....	\$ <u>6,324</u>

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 \$6,324.

**Billing Cycle:**                    Quarterly

### Financial Point of Contact

Hanover Township Parks:

Name: JOSEPH A. GIORGIO, Business Administrator  
Address: 1000 Route 10, P.O. Box 250  
WHIPPANY, NEW JERSEY 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

**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) or her designee, the State Director or his designee, and/or those additional persons authorized and approved by the (b) (6) (b) (6) and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

#### **ARTICLE 4**

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: Jonathan Minder Date 10/9/15  
Print Name: Jonathan Minder, Pres.  
Title: LeisureTowne Assoc., Inc.  
Address: 102 S. Plymouth Court  
Southampton, NJ 08088-1376

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

BY: Aaron Guikema Date 12/17/15  
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 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 properties 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 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.

### 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 30 September 2016.

### Effective Dates

This Agreement shall become effective on February 1, 2016, and shall expire on September 30, 2016.

**ATTACHMENT B**  
**FINANCIAL PLAN**

Personnel Costs .....	\$ 4,217
Vehicle (Fuel & Maintenance) .....	\$ 644
Travel .....	\$ 1,291
Supplies & Equipment .....	\$ 159
 Subtotal (Direct Costs) .....	<u>\$ 6,311</u>
 Pooled Job Costs .....	\$ 694
 Indirect Costs .....	\$ 1,019
 TOTAL .....	<u>\$ 8,024</u>

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 \$8,024.

**Billing Cycle:** Quarterly

**Financial Point of Contact**

Leisuretowne Association:

Name: Accounts Payable Dept  
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

**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 \$6,788 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, 2016 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)

1 Pine Lake Circle

(b) (6)

Jackson, NJ 08527-4033

(b) (6)

Cooper

USDA-APHIS-Wildlife Services

Aaron Guikema, State Director

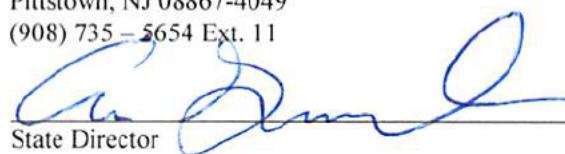
140C Locust Grove Road

Pittstown, NJ 08867-4049

(908) 735-5654 Ext. 11

State Director

12/29/15  
Date



Date

## WORK PLAN

### **Wildlife Species: Canada goose (*Branta Canadensis*)**

**Description of Damage:** Canada goose presence on Westlake Golf and Country Club properties 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 30 September 2016.

### **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. APHIS WS will conduct activities designated in the Work Plan only at the properties of Westlake Golf and Country 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.
4. Westlake Golf and Country Club has employed on their property 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.

**Effective Dates:** This Cooperative Service Agreement shall become effective on February 1, 2016 and shall expire on September 30, 2016.

## FINANCIAL PLAN

Personnel Costs .....	\$ 3,345
Vehicle (Fuel & Maintenance) .....	\$ 472
Travel .....	\$ 1,363
Supplies & Equipment .....	\$ 159
 Subtotal (Direct Costs) .....	 <u>\$ 5,339</u>
Pooled Job Costs .....	\$ 587
Indirect Costs .....	\$ 862
 TOTAL .....	 <u>\$ 6,788</u>

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 \$6,788.

Billing Cycle:              Quarterly

### Financial Point of Contact

Westlake Golf and Country Club:

Name:

(b) (6)

Address:

1 Pine Lakes Circle

Phone:

(b) (6)

APHIS WS:

Lisa L. Spinelli, Budget Analyst

Phone: (908) 735-5654 Ext. 10

Fax: (908) 735-0821

Email: Lisa.L.Spinelli@aphis.usda.gov

**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:  
William McBride, 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 William McBride or his designee, the State Director or his designee, and/or those additional persons authorized and approved by William McBride 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.

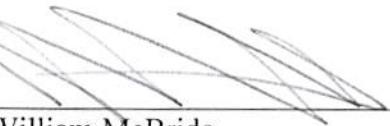
## **ARTICLE 12**

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

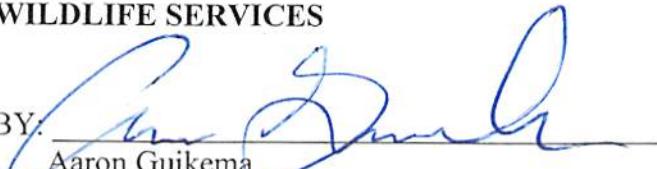
**BOROUGH OF MONMOUTH BEACH:**

BY: 

William McBride  
Commissioner  
22 Beach Road  
Monmouth, NJ 07750-1345

12/28/15  
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 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, 2016.

### Effective Dates

This Agreement shall become effective on February 1, 2016 and shall expire on September 30, 2016.

**ATTACHMENT B**  
**FINANCIAL PLAN**

Personnel Costs .....	\$ 3,930
Vehicle (Fuel & Maintenance) .....	\$ 936
Travel .....	\$ 1,315
Supplies & Equipment .....	\$ 159
 Subtotal (Direct Costs) .....	<u>\$ 6,340</u>
Pooled Job Costs .....	\$ 697
Indirect Costs .....	\$ 1,024
 TOTAL .....	<u>\$ 8,061</u>

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 \$8,061.

**Billing Cycle:** Quarterly

**Financial Point of Contact**

**BOROUGH OF MONMOUTH BEACH:**

Name:	<u>William McBride, Commissioner</u>
Address:	<u>22 Beach Rd.</u>
	<u>Monmouth Beach, NJ 07750</u>
Phone:	<u>732-513-0322 cell</u>

**APHIS WS:**

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

**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:  
Michele Reilly  
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 Michele Reilly or her designee, the State Director or his designee, and/or those additional persons authorized and approved by Michele Reilly 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.

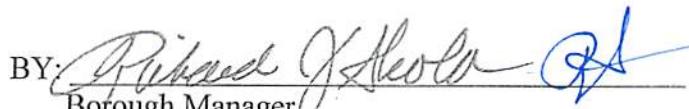
## **ARTICLE 12**

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.

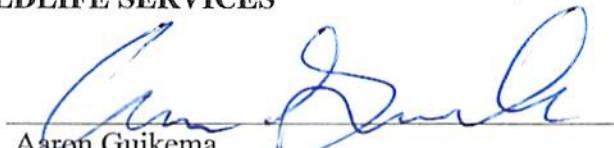
In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

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

**Borough of Mountain Lakes:**

BY:  18 Jan 2016  
Borough Manager Date  
400 Boulevard  
Mountain Lakes, NJ 07046-1527

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

BY:  3/3/16  
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 properties 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 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.

### 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 30 September 2016.

### Effective Dates

This Agreement shall become effective on February 1, 2016, and shall expire on September 30, 2016.

**ATTACHMENT B**  
**FINANCIAL PLAN**

Personnel Costs .....	\$ 3,913
Vehicle (Fuel & Maintenance) .....	\$ 876
Travel .....	\$ 1,643
Supplies & Equipment .....	\$ 159
 Subtotal (Direct Costs) .....	<u>\$ 6,591</u>
 Pooled Job Costs .....	\$ 725
 Indirect Costs .....	\$ 1,064
 <b>TOTAL .....</b>	<b><u>\$ 8,380</u></b>

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 \$8,380.

**Billing Cycle:** Quarterly

**Financial Point of Contact**

Borough of Mountain Lakes:

Name: BERNIE RE  
Address: 400 BOULEVARD  
MOUNTAIN LAKES, NJ 07046  
Phone: 973-334-3131 x 2008

APHIS WS:

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

**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 (Agreement) is to assist in a wildlife 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: (b) (6)  
of Natural Resource Management  
Phone: (b) (6)

**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 Christine Sanz or her designee, Aaron Guikema or his designee, and/or those additional persons authorized and approved by Christine Sanz 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**

The NJSEA 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 and mute swan. 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**

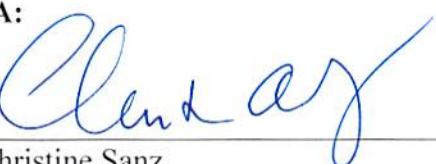
This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting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

  
Christine Sanz  
Senior VP & Chief Operating Officer  
One DeKorte Park Plaza  
Lyndhurst, NJ 07071-3707

12/31/15

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 the NJSEA (Bergen and Hudson Counties, NJ) will be directed primarily at reducing to human health and safety risks, property damage and damage to natural resources (wetland enhancement sites), associated with Canada geese and mute swans.

Canada goose and mute swan 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 nearby residents, patrons and/or employees.

The NJSEA has employed non-lethal Canada goose and mute swan 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 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 (March-May). Treatment and/or destruction of Canada goose and mute swan 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 properties throughout the months of March through October. 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 be 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 USFWS Migratory Bird Depredation Permits issued to the APHIS WS program and the NJSEA. APHIS WS will provide a written report to the NJSEA, summarizing Canada goose management pursuant to this Agreement, no later than December 31, 2016.

### Effective Dates

This Agreement shall become effective on January 1, 2016 and shall expire on December 31, 2016.

**ATTACHMENT B  
FINANCIAL PLAN**

Personnel Costs .....	\$4,608
Vehicle (Fuel & Maintenance) .....	\$1,324
Travel .....	\$0
Supplies & Equipment .....	\$131
Subtotal (Direct Costs) .....	<u>\$6,063</u>
Pooled Job Costs .....	\$667
Indirect Costs .....	\$979
TOTAL .....	<u>\$7,709</u>

APHIS WS costs are not based on the number of nests found or the number of geese or swan 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 \$7,709.

**Billing Cycle:** Monthly

Financial Point of Contact

NJSEA:

Name:	(b) (6)
Address:	<u>One DeKorte Park Plaza</u> <u>Lynnhurst, NJ 07071</u>
Phone:	(b) (6)

APHIS WS:

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

**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) or her designee, the State Director or his designee, and/or those additional persons authorized and approved by the (b) (6) (b) (6) and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

#### **ARTICLE 4**

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**

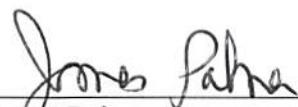
This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting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

BY:



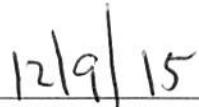
James Palmer

Director of Lakes Mgmt

79 Tecumseh Trail

Medford Lakes, NJ 08055

Date



**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 (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

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 properties 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 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.

### 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 30 September 2016.

### Effective Dates

This Agreement shall become effective on February 1, 2016, and shall expire on September 30, 2016.

**ATTACHMENT B  
FINANCIAL PLAN**

Personnel Costs .....	\$ 4,376
Vehicle (Fuel & Maintenance) .....	\$ 599
Travel .....	\$ 1,291
Supplies & Equipment .....	\$ 159
 Subtotal (Direct Costs) .....	<u>\$ 6,425</u>
Pooled Job Costs .....	\$ 707
Indirect Costs .....	\$ 1,038
 TOTAL .....	<u>\$ 8,170</u>

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 \$8,170.

**Billing Cycle:** Quarterly

**Financial Point of Contact**

**MEDFORD LAKES COLONY CLUB:**

Name: (b) (6) \_\_\_\_\_  
Address: 79 Tecumseh Trail  
Medford Lks NJ 08055  
Phone: (b) (6) \_\_\_\_\_

**APHIS WS:**

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

**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 \$1,934 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, 2016 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

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

Cooperator's Signature

Date

State Director

Date

*President 12/22/15*

*Aaron Guikema*

*1/21/16*

## WORK PLAN

**Wildlife Species:** Canada goose (*Branta Canadensis*)

**Description of Damage:** Canada goose presence on LAKES AT ALLUVIUM properties 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, 2016.

**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, 2016 and shall expire on September 30, 2016.

## FINANCIAL PLAN

Personnel Costs .....	\$ 1,030
Vehicle (Fuel & Maintenance) .....	\$ 457
Travel .....	\$ 0
Supplies & Equipment .....	\$ 34
 Subtotal (Direct Costs) .....	 <u>\$ 1,521</u>
Pooled Job Costs .....	\$ 167
Indirect Costs .....	\$ 246
 TOTAL .....	 <u>\$ 1,934</u>

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 \$1,934.

**Billing Cycle:**                   Quarterly

### Financial Point of Contact

LAKES AT ALLUVIUM:

Name:

(b) (6)

Address:

455 Hanchmont Blvd Suite 141A  
Mt. Laurel, NJ 08054

Phone:

(b) (6)

APHIS WS:

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

**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)

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) or his designee, the State Director or his designee, and/or those additional persons authorized and approved by the (b) (6) and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

#### **ARTICLE 4**

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) \_\_\_\_\_ Date 1/28/16  
\_\_\_\_\_  
\_\_\_\_\_  
200 College Dr.  
Blackwood, NJ 08012

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

BY: K S Clappier Acting State Director 2-22-16  
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 properties 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 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.

### 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 up to two days 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 30 September 2016.

### Effective Dates

This Agreement shall become effective on February 1, 2016, and shall expire on September 30, 2016.

**ATTACHMENT B**  
**FINANCIAL PLAN**

Personnel Costs .....	\$ 6,889
Vehicle (Fuel & Maintenance) .....	\$ 906
Travel .....	\$ 2,547
Supplies & Equipment .....	\$ 276
 Subtotal (Direct Costs) .....	<u>\$ 10,618</u>
 Pooled Job Costs .....	\$ 1,168
 Indirect Costs .....	\$ 1,715
 TOTAL .....	<u>\$ 13,501</u>

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 **\$13,501**.

**Billing Cycle:** Quarterly

Financial Point of Contact

CAMDEN COUNTY COLLEGE:

Name: \_\_\_\_\_ (b) (6)  
Address: \_\_\_\_\_  
Box 200 College Dr  
Blackwood NJ 08012  
Phone: \_\_\_\_\_ 856 227-7200 (b) (6)

APHIS WS:

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

**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 the 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:

Craig Ambrosio  
Director of Parks, Buildings, and Grounds  
33 Washington St  
Toms River, NJ 08753-7642

1/6/2016

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 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 properties 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 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.

### 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 30 September 2016.

### Effective Dates

This Agreement shall become effective on February 1, 2016, and shall expire on September 30, 2016.

**ATTACHMENT B**  
**FINANCIAL PLAN**

Personnel Costs .....	\$ 5,467
Vehicle (Fuel & Maintenance) .....	\$ 1,560
Travel .....	\$ 1,363
Supplies & Equipment .....	\$ 249
 Subtotal (Direct Costs) .....	<u>\$ 8,639</u>
 Pooled Job Costs .....	\$ 950
 Indirect Costs .....	\$ 1,395
 TOTAL .....	<u>\$ 10,984</u>

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 \$10,984.

**Billing Cycle:** Quarterly

Financial Point of Contact

TOWNSHIP OF TOMS RIVER:

Name: Craig Ambrosio  
Address: P.O. Box 728  
Phone: Toms River NJ 08754-0728  
(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

**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  
Phone: (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) or his designee, the State Director or his designee, and/or those additional persons authorized and approved by the (b) (6) and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

#### **ARTICLE 4**

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) (6)  
BY: \_\_\_\_\_ 1/04/16  
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 properties 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 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.

### 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 30 September 2016.

### Effective Dates

This Agreement shall become effective on February 1, 2016, and shall expire on September 30, 2016.

**ATTACHMENT B**  
**FINANCIAL PLAN**

Personnel Costs .....	\$ 3,913
Vehicle (Fuel & Maintenance) .....	\$ 994
Travel .....	\$ 1,635
Supplies & Equipment .....	\$ 159
 Subtotal (Direct Costs) .....	\$ 6,701
 Pooled Job Costs .....	\$ 737
 Indirect Costs .....	\$ 1,082
 TOTAL .....	<u>\$ 8,520</u>

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 \$8,520.

**Billing Cycle:** Quarterly

**Financial Point of Contact**

**Don Bosco Prep:**

Name: (b) (6)

Address: 492 N. Franklin Ave

Phone: (b) (6)

**APHIS WS:**

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

**COOPERATIVE SERVICE AGREEMENT**  
between  
**CUPSAW LAKE IMPROVEMENT ASSOCIATION (CUPSAW LAKE)**  
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 Cupsaw Lake agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. Cupsaw Lake will provide the U.S. Department of Agriculture the sum of \$6,194 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. Cupsaw Lake 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. Cupsaw Lake certifies that APHIS WS has advised Cupsaw Lake that there may be private sector service providers available to provide wildlife management services that Cupsaw Lake 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, 2016 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 Cupsaw Lake does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: 22-373-7484

Cupsaw Lake

(b) (6)

P.O. Box 205

Ringwood, NJ 07456-0185

(b) (6)

Cooperator's Signature

1/29/16  
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 Cupsaw Lake properties 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 Cupsaw Lake, Erskine Lake Property Owners Association (Erskine Lake) and Skyline Lakes Property Owners Association (Skyline Lake) (Passaic 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 Cupsaw Lake and will obtain a Work Initiation Document for Wildlife Damage Management (WS Form 12A) from the Erskine Lake and Skyline Lake's properties, to conduct similar operational activities. Erskine Lake and Skyline Lake will formulate a separate Agreement with Cupsaw Lake to compensate Cupsaw Lake for these management activities:

Site visit(s) will be conducted by APHIS WS to determine pre-capture survey numbers at Cupsaw Lake, Erskine Lake, and Skyline Lake. 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 Associations 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 Associations' 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 Cupsaw Lake summarizing Canada goose management pursuant to this Agreement no later than 30 September 2016.

**APHIS WS and Cupsaw Lake Agree:**

1. All three Associations 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. All three Associations have employed non-lethal Canada goose management techniques on their properties 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 each of the Association properties.
4. All three Associations 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, 2016 and shall expire on September 30, 2016.

## **FINANCIAL PLAN**

Personnel Costs .....	\$ 2,800
Vehicle (Fuel & Maintenance) .....	\$ 315
Travel .....	\$ 1,635
Supplies & Equipment .....	\$ 121
 Subtotal (Direct Costs) .....	 <u>\$ 4,871</u>
Pooled Job Costs .....	\$ 536
Indirect Costs .....	\$ 787
 TOTAL .....	 <u>\$ 6,194</u>

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 \$6,194.

**Billing Cycle:**                    Quarterly

### **Financial Point of Contact**

Cupsaw Lake:

Name: (b) (6)  
Address: Po Box 205  
Ringwood, NJ 07456  
Phone: (b) (6)

APHIS WS:

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

**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 (101 Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3**

APHIS WS and 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 Borough Mayor or his\her designee, the State Director or his designee, and/or those additional persons authorized and approved by Borough Mayor 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.

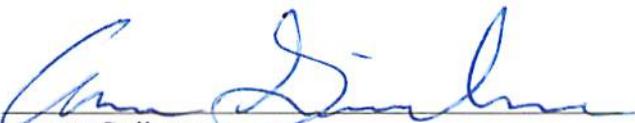
Borough of Woodland Park Taxpayer Identification Number (TIN) 22-6002401

**Borough of Woodland Park:**

BY:   
Borough Mayor  
5 Brophy Lane  
Woodland Park, NJ 07424-2752

Date 1/20/16

**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 (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**

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 properties 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 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.

### 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 30 September 2016.

### Effective Dates

This Agreement shall become effective on February 1, 2016, and shall expire on September 30, 2016.

**ATTACHMENT B**  
**FINANCIAL PLAN**

Personnel Costs .....	\$ 4,256
Vehicle (Fuel & Maintenance) .....	\$ 822
Travel .....	\$ 1,635
Supplies & Equipment .....	\$ 159
 Subtotal (Direct Costs) .....	<u>\$ 6,872</u>
 Pooled Job Costs .....	\$ 756
 Indirect Costs .....	\$ 1,110
 TOTAL .....	<u>\$ 8,738</u>

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 \$8,738.

**Billing Cycle:** Quarterly

Financial Point of Contact

Borough of Woodland Park:

Name: Ann Punzycski  
Address: 5 Broome 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

**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 \$3,480 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, 2016 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.

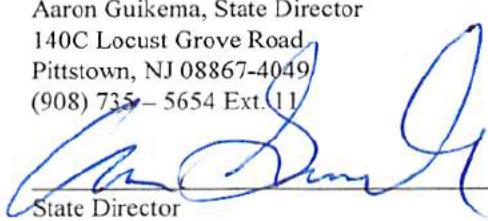
Tax Identification Number: \_\_\_\_\_ 22-1817061 \_\_\_\_\_

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

(b) (6)

USDA-APHIS-Wildlife Services  
Aaron Guikema, State Director  
140C Locust Grove Road  
Pittstown, NJ 08867-4049  
(908) 735-5654 Ext. 111

1/6/16  
Date

  
State Director  
Date

## WORK PLAN

### **Wildlife Species: Canada goose (*Branta Canadensis*)**

**Description of Damage:** Canada goose presence on CEDAR GLEN WEST properties 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, 2016.

### **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.

**Effective Dates:** This Cooperative Service Agreement shall become effective on February 1, 2016 and shall expire on September 30, 2016.

## FINANCIAL PLAN

Personnel Costs .....	\$ 2,173
Vehicle (Fuel & Maintenance) .....	\$ 405
Travel .....	\$ 0
Supplies & Equipment .....	\$ 159
 Subtotal (Direct Costs) .....	<u>\$ 2,737</u>
Pooled Job Costs .....	\$ 301
Indirect Costs .....	\$ 442
 TOTAL .....	<u>\$ 3,480</u>

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 \$3,480.

Billing Cycle:                    Quarterly

### Financial Point of Contact

CEDAR GLEN WEST:

Name:

(b) (6)  
[REDACTED]

Address:

P.O. BOX 66, LAKEHURST NJ 08733  
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

**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:

Print Name: John A. Caaros

Title: Administrator

Address: 627 Pinewalk Research Rd.  
Berkeley Twp. NJ

Date

12/14/15

**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 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 properties 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 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.

### 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 30 September 2016.

### Effective Dates

This Agreement shall become effective on February 1, 2016, and shall expire on September 30, 2016.

**ATTACHMENT B**  
**FINANCIAL PLAN**

Personnel Costs .....	\$ 5,070
Vehicle (Fuel & Maintenance) .....	\$ 895
Travel .....	\$ 1,363
Supplies & Equipment .....	\$ 159
 Subtotal (Direct Costs) .....	<u>\$ 7,487</u>
 Pooled Job Costs .....	\$ 824
 Indirect Costs .....	\$ 1,209
 TOTAL .....	<u>\$ 9,520</u>

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 \$9,520.

**Billing Cycle:** Quarterly

Financial Point of Contact

TOWNSHIP OF BERKELEY:

Name: Fred Ebenau, CFO  
Address: 627 Pinelwood Keywick Rd., Rr Box B  
Bayville NJ 08721  
Phone: 732-244-7400 ext -229

APHIS WS:

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

**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 the 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: 

John DuPont  
61 Cooke Avenue  
Carteret, NJ 07008-3042

1/15/16  
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

1/21/16  
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 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 properties 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 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.

### 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 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 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 30 September 2016.

### Effective Dates

This Agreement shall become effective on February 1, 2016, and shall expire on September 30, 2016.

**ATTACHMENT B**  
**FINANCIAL PLAN**

Personnel Costs .....	\$ 4,098
Vehicle (Fuel & Maintenance) .....	\$ 1,129
Travel .....	\$ 1,387
Supplies & Equipment .....	\$ 159
 Subtotal (Direct Costs) .....	<u>\$ 6,773</u>
 Pooled Job Costs .....	\$ 745
 Indirect Costs .....	\$ 1,094
 TOTAL .....	<u>\$ 8,612</u>

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 \$8,612.

**Billing Cycle:** Quarterly

**Financial Point of Contact**

**BOROUGH OF CARTERET:**

Name:	<u>Patrick J. DeBlasio, CFO</u>
Address:	<u>61 Cooke Avenue</u>
	<u>Carteret, NJ 07008</u>
Phone:	<u>732-541-3820 ext 101</u>

**APHIS WS:**

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

**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 wildlife 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

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, Aaron Guikema or his designee, and/or those additional persons authorized and approved by Andrew L. Derickson, 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**

**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 and mute swan. 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: Andrew L. Derickson 12/23/15  
Andrew L. Derickson  
Sr. Vice President & General Counsel  
4601 DTC Boulevard, Suite 130  
Denver, CO 80237-2575

Date

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

BY: Aaron Guikema 1/14/16  
Aaron Guikema  
State Director  
USDA APHIS WS  
140-C Locust Grove Road  
Pittstown, NJ 08867-4049

Date

BY: Charles S. Brown 1/11/16  
Charles S. Brown  
Director, Eastern Region  
USDA, APHIS, WS  
920 Main Campus Drive; Suite 200  
Raleigh, NC 27606-5213

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 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 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 swan 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 2-3 days per week. For the months

of April-September, APHIS WS will be on site 5 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 December 31, 2016.

**Effective Dates**

This Cooperative Service Agreement shall become effective on January 1, 2016 and shall expire on December 31, 2016.

**ATTACHMENT B**  
**FINANCIAL PLAN**

Personnel Costs .....	\$38,979
Vehicle (Fuel & Maintenance) .....	\$14,482
Travel .....	\$0
Supplies & Equipment .....	\$697
 Subtotal (Direct Costs) .....	<u>\$54,158</u>
Pooled Job Costs .....	\$5,957
Indirect Costs .....	\$8,747
 TOTAL .....	<u>\$68,862</u>

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but will not exceed \$68,862.

**Billing Cycle:** Monthly

Financial Point of Contact

KANE MITIGATION, LLC:

Name:	<u>Andrew L. Derickson</u>
Address:	<u>4601 DTC Boulevard, #130</u>
	<u>Denver, CO 80237</u>
Phone:	<u>(720) 633-9676</u>

APHIS WS:

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

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**PASSAIC VALLEY WATER COMMISSION (PVWC)**  
**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 PVWC mutually agree:

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

PVWC:

Joseph A. Bella  
Executive Director  
800 Union Boulevard  
Totowa, NJ 07512-2211

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 A. Bella or his designee, the State Director or his designee, and/or those additional persons authorized and approved by Joseph A. Bella 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**

PVWC 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 PVWC. PVWC 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). PVWC will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. PVWC 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 PVWC 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 cooperators 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 PVWC as described in the Work and Financial Plans.
2. To designate to PVWC the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill PVWC 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 PVWC shall have the right to inspect and audit such records.
4. To coordinate with PVWC 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**

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

PVWC Taxpayer Identification Number (TIN) 22-6002470

**PVWC:**

BY:

Joseph A. Bella  
Executive Director  
800 Union Boulevard  
Totowa, NJ 07512-2211

Date

2/18/16

**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

3/11/16

## **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 PVWC (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 PVWC properties 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.

PVWC has employed on their property 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 PVWC property.

### **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 PVWC 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. Two APHIS WS personnel will be provided during the nest and egg season to conduct treatment activities. 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 PVWC 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 PVWC'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 PVWC summarizing Canada goose management pursuant to this Agreement no later than 30 September 2016.

### **Effective Dates**

This Agreement shall become effective on February 1, 2016, and shall expire on September 30, 2016.

**ATTACHMENT B**  
**FINANCIAL PLAN**

Personnel Costs .....	\$ 5,761
Vehicle (Fuel & Maintenance) .....	\$ 1,357
Travel .....	\$ 1,635
Supplies & Equipment .....	\$ 159
 Subtotal (Direct Costs) .....	<u>\$ 8,912</u>
 Pooled Job Costs .....	\$ 980
 Indirect Costs .....	\$ 1,439
 TOTAL .....	<u>\$ 11,331</u>

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 **\$11,331**.

**Billing Cycle:** Quarterly

Financial Point of Contact

PVWC:

Name:

(b) (6)

Address:

1525 Main Ave

Clifton, NJ 07011

Phone:

(b) (6)

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.: 16 7234 8059 RA  
WBS Element: AP.RA.RX34.72.0102

**COOPERATIVE SERVICE AGREEMENT**  
between  
**COUNTY OF HUDSON**  
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 HUDSON mutually agree:

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

COUNTY OF HUDSON:  
Lincoln Park Administration Building  
Jersey City, NJ 07304-1341  
Contact: Joseph Ceccini  
Phone: (201) 915-1388

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 COUNTY OF HUDSON or his/her designee, the State Director or his designee, and/or those additional persons authorized and approved by the COUNTY OF HUDSON and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

#### **ARTICLE 4**

COUNTY OF HUDSON 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 HUDSON. COUNTY OF HUDSON 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 HUDSON will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. COUNTY OF HUDSON 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 HUDSON 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 HUDSON as described in the Work and Financial Plans.
2. To designate to COUNTY OF HUDSON 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 HUDSON 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 HUDSON shall have the right to inspect and audit such records.
4. To coordinate with COUNTY OF HUDSON 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 HUDSON certifies that APHIS WS has advised COUNTY OF HUDSON that there may be private sector service providers available to provide wildlife management services that COUNTY OF HUDSON 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 HUDSON 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 HUDSON Taxpayer Identification Number (TIN) \_\_\_\_\_

**COUNTY OF HUDSON:**

BY: 

Laurie Cotter  
Deputy County Administrator  
Lincoln Park Administration Building  
Jersey City, NJ 07304-1341  
Laurie Cotter,  
Deputy County Administrator

Date

3-17-16

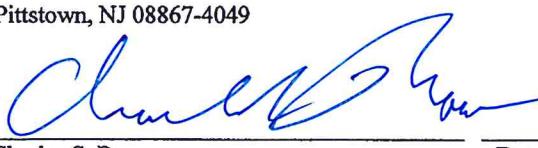
**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

BY: 

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

Date

3/23/16

BY: 

Charles S. Brown  
Director, Eastern Region  
USDA, APHIS, WS  
920 Main Campus Drive; Suite 200  
Raleigh, NC 27606-5213

Date

3/29/16

## **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 HUDSON (Hudson County, NJ) property(s) (Lincoln Park, North Hudson Park, Laurel Hill Park, West Hudson Park and Bayonne Park) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese.

Canada goose presence on COUNTY OF HUDSON properties 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 HUDSON has employed on their property 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 HUDSON property.

#### 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 HUDSON 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 COUNTY OF HUDSON 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 HUDSON'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 HUDSON summarizing Canada goose management pursuant to this Agreement no later than 31 March 2017.

#### Effective Dates

This Agreement shall become effective on March 1, 2016, and shall expire on February 28, 2017.

**ATTACHMENT B  
FINANCIAL PLAN**

Personnel Costs .....	\$16,284
Vehicle (Fuel & Maintenance) .....	\$4,994
Travel .....	\$1,635
Supplies & Equipment .....	\$449
 Subtotal (Direct Costs) .....	<u>\$23,362</u>
 Pooled Job Costs .....	\$2,570
 Indirect Costs .....	\$3,773
 <b>TOTAL .....</b>	<b><u>\$29,705</u></b>

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 \$29,705

**Billing Cycle:** Quarterly

**Financial Point of Contact**

COUNTY OF HUDSON:

Name:

Address:

Phone:

*Cheryl Fuller, Director  
Finance & Administration  
567 Pavonia Avenue  
Jersey City, NJ 07306  
201-795-6077*

APHIS WS:

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

15 7234 8060 RA  
AP.RA.RX 34.72.0103

Revision No. 1  
TO  
**COOPERATIVE SERVICE AGREEMENT**  
Between  
**NEW JERSEY SPORTS & EXPOSITION AUTHORITY (NJSEA)**  
And  
**The DEPARTMENT OF AGRICULTURE (USDA)**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

Under the provisions of Article 12, NJSEA and APHIS WS mutually agree to revise Cooperative Service Agreement (Agreement) No. 15-7234-8060-RA.

**ARTICLE 12**

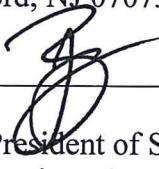
APHIS WS shall perform services more fully set forth in the Work Plan, which is attached to the full Agreement (No. 15-7234-8060-RA). The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

This Revision extends the expiration date from December 31, 2015 to July 31, 2016.

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

**NEW JERSEY SPORTS & EXPOSITION AUTHORITY**

50 State Route 120  
East Rutherford, NJ 07073-2160

  
John Duffy  
Senior Vice President of Sports  
Complex Operations & Facilities

12-2-15  
Date

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

  
Charles S. Brown  
Regional Director  
Eastern Region

11/4/16  
Date

**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 \$3,320 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, 2016 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

Cooperator's Signature

12/28/15

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 properties 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, 2016.

**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, 2016 and shall expire on September 30, 2016.

## FINANCIAL PLAN

Personnel Costs .....	\$ 2,210
Vehicle (Fuel & Maintenance) .....	\$ 367
Travel .....	\$ 0
Supplies & Equipment .....	\$ 34
 Subtotal (Direct Costs) .....	 <u>\$ 2,611</u>
Pooled Job Costs .....	\$ 287
Indirect Costs .....	\$ 422
 TOTAL .....	 <u>\$ 3,320</u>

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 \$3,320.

Billing Cycle:              Quarterly

### Financial Point of Contact

TOWNSHIP OF MOORESTOWN:

Name: Scott Carew, Township Manager  
Address: 111 West Second St.  
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

**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 \$2,833 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, 2016 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

Cooperator's Signature

1-20-16  
 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 properties 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, 2016.

**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, 2016 and shall expire on September 30, 2016.

## FINANCIAL PLAN

Personnel Costs .....	\$ 1,615
Vehicle (Fuel & Maintenance) .....	\$ 579
Travel .....	\$ 0
Supplies & Equipment .....	\$ 34
Subtotal (Direct Costs) .....	\$ <u>2,228</u>
Pooled Job Costs .....	\$ 245
Indirect Costs .....	\$ 360
TOTAL .....	\$ <u>2,833</u>

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 \$2,833.

**Billing Cycle:**              Quarterly

### Financial Point of Contact

**TOWNSHIP OF OCEAN:**

Name:	<u>Stephen O. Gallagher</u>
Address:	<u>399 Monmouth Road</u>
	<u>Oakhurst, NJ 07755</u>
Phone:	<u>732-531-5000 ext. 3330</u>

**APHIS WS:**

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

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**PACKANACK LAKE COMMUNITY ASSOCIATION (PLCA)**  
**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 PLCA mutually agree:

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

PLCA:

(b) (6)

P.O. Box 1815  
52 Lake Drive West  
Wayne, NJ 07474-5733

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) or her designee, the State Director or his designee, and/or those additional persons authorized and approved by (b) (6) and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

#### **ARTICLE 4**

PLCA 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 PLCA. PLCA 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). PLCA will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. PLCA 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 PLCA 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 PLCA as described in the Work and Financial Plans.
2. To designate to PLCA the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill PLCA 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 PLCA shall have the right to inspect and audit such records.
4. To coordinate with PLCA 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**

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

PLCA Taxpayer Identification Number (TIN) 221178035

**PLCA:**

(b) (6)

BY:

(b) (6)

1/25/14

Date

P.O. Box 1815  
52 Lake Drive West  
Wayne, NJ 07474-5733

**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 PLCA (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 PLCA properties 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.

PLCA has employed on their property 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 PLCA property.

### 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 PLCA 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 PLCA 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 PLCA'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 PLCA summarizing Canada goose management pursuant to this Agreement no later than 30 September 2016.

### Effective Dates

This Agreement shall become effective on February 1, 2016, and shall expire on September 30, 2016.

**ATTACHMENT B**  
**FINANCIAL PLAN**

Personnel Costs .....	\$ 4,038
Vehicle (Fuel & Maintenance) .....	\$ 851
Travel .....	\$ 1,635
Supplies & Equipment .....	\$ 159
 Subtotal (Direct Costs) .....	<u>\$ 6,683</u>
 Pooled Job Costs .....	\$ 735
 Indirect Costs .....	\$ 1,079
 TOTAL .....	<u>\$ 8,497</u>

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 \$8,497.

**Billing Cycle:** Quarterly

Financial Point of Contact

PLCA:

(b) (6)

Name:

(b) (6)

Address:

52 Lake Drive West  
Wayne NJ 07470

Phone:

(b) (6)

APHIS WS:

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

**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 \$2,632 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**

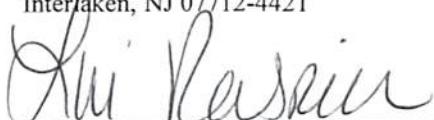
APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

**ARTICLE 6**

The Agreement shall become effective February 1, 2016 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: 21-16000754

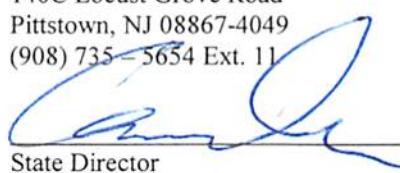
BOROUGH OF INTERLAKEN  
Lori Reibrich  
100 Grasmere Avenue  
Interlaken, NJ 0712-4421



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 properties 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, 2016.

**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, 2016 and shall expire on September 30, 2016.

## FINANCIAL PLAN

Personnel Costs .....	\$ 1,457
Vehicle (Fuel & Maintenance) .....	\$ 579
Travel .....	\$ 0
Supplies & Equipment .....	\$ 34
Subtotal (Direct Costs) .....	\$ <u>2,070</u>
Pooled Job Costs .....	\$ 228
Indirect Costs .....	\$ 334
<b>TOTAL .....</b>	<b>\$ <u>2,632</u></b>

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 \$2,632.

**Billing Cycle:**                   Quarterly

### Financial Point of Contact

**BOROUGH OF INTERLAKEN:**

Name: Bru Cuy  
Address: 101 Brasmere Ave  
Phone: Interlaken NJ 07712  
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

**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) or his designee, the State Director or his designee, and/or those additional persons authorized and approved by the (b) (6) (b) (6) and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

#### ARTICLE 4

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.

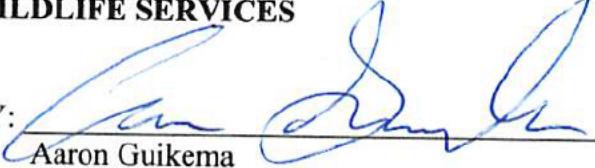
In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

BCUA Taxpayer Identification Number (TIN) 22 6002429

**BCUA:**

(b) (6) \_\_\_\_\_ BY: \_\_\_\_\_ Date: 01/06/2016  
BCUA Representative  
P.O. Box 9  
Little Ferry, NJ 07643-0009

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

BY:  Date: 1/19/16  
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 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 properties 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 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.

### 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 30 September 2016.

### Effective Dates

This Agreement shall become effective on February 1, 2016, and shall expire on September 30, 2016.

**ATTACHMENT B**  
**FINANCIAL PLAN**

Personnel Costs .....	\$ 4,200
Vehicle (Fuel & Maintenance) .....	\$ 871
Travel .....	\$ 1,635
Supplies & Equipment .....	\$ 159
 Subtotal (Direct Costs) .....	 \$ <u>6,865</u>
Pooled Job Costs .....	\$ 755
Indirect Costs .....	\$ 1,109
 TOTAL .....	 \$ <u>8,729</u>

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 \$8,729.

**Billing Cycle:** Quarterly

Financial Point of Contact

BCUA:

Name:

Address:

Phone:

(b) (6)

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

(b) (6)

APHIS WS:

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

**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 Township of Denville or his/her designee, the State Director or his designee, and/or those additional persons authorized and approved by Township of Denville 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: 

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

1/14/2016

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 (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**

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 properties 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 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.

### **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 30 September 2016.

### **Effective Dates**

This Agreement shall become effective on February 1, 2016, and shall expire on September 30, 2016.

**ATTACHMENT B**  
**FINANCIAL PLAN**

Personnel Costs .....	\$ 3,913
Vehicle (Fuel & Maintenance) .....	\$ 891
Travel .....	\$ 1,643
Supplies & Equipment .....	\$ 159
 Subtotal (Direct Costs) .....	\$ 6,606
 Pooled Job Costs .....	\$ 727
 Indirect Costs .....	\$ 1,067
 TOTAL .....	<u>\$ 8,400</u>

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

Township of Denville:

Name: Michael Guarino  
Address: 1 St. Mary's Place  
Denville, NJ 07834  
Phone: (973)625-8300 x284

APHIS WS:

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

**COOPERATIVE SERVICE AGREEMENT**  
 between  
**OAKS CONDOMINIUM ASSOCIATION (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 \$2,524 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, 2016 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  
 Contact: Bernie Fryd (732) 821-3224 x124  
 (b) (6)

11/23/15  
 Date

USDA-APHIS-Wildlife Services  
 Aaron Guikema, State Director  
 140C Locust Grove Road  
 Pittstown, NJ 08867-4049  
 (908) 735-5654 x11

State Director

J 12/4/15  
 Date

## WORK PLAN

### **Wildlife Species: Canada goose (*Branta canadensis*)**

**Description of Damage:** Canada goose presence on the OAKS CA properties 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 7-14 day intervals. 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 USFWS 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, 2016.

### **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 pursuant to this Agreement, 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 the 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, 2016 and shall expire on September 30, 2016.

## FINANCIAL PLAN

Personnel Costs .....	\$1,640
Vehicle (Fuel & Maintenance) .....	\$325
Travel .....	\$0
Supplies & Equipment .....	\$20
Subtotal (Direct Costs) .....	\$1,985
Pooled Job Costs .....	\$218
Indirect Costs .....	\$321
TOTAL .....	<u>\$2,524</u>

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 \$2,524.

**Billing Cycle:** Quarterly

### Financial Point of Contact

OAKS CA:

Name: \_\_\_\_\_ (b) (6)  
Address: \_\_\_\_\_ 101 Timber Oaks Rd  
\_\_\_\_\_ Edison, NJ 08820  
Phone: \_\_\_\_\_ (b) (6)

APHIS WS:

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

**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 \$2,763 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, 2016 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

2/11/16  
Date

USDA-APHIS-Wildlife Services  
Aaron Guikema, State Director  
140C Locust Grove Road  
Pittstown, NJ 08867-4049  
(908) 736 - 5654 Ext. 11

*R. S. Clapperton* Acting State Director 2/26/16  
State Director Date

## WORK PLAN

**Wildlife Species:** Canada goose (*Branta Canadensis*)

**Description of Damage:** Canada goose presence on TOWNSHIP OF LACEY properties 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, 2016.

**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, 2016 and shall expire on September 30, 2016.

## FINANCIAL PLAN

Personnel Costs .....	\$ 1,774
Vehicle (Fuel & Maintenance) .....	\$ 365
Travel .....	\$ 0
Supplies & Equipment .....	\$ 34
 Subtotal (Direct Costs) .....	 <u>\$ 2,173</u>
Pooled Job Costs .....	\$ 239
Indirect Costs .....	\$ 351
 TOTAL .....	 <u>\$ 2,763</u>

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 \$2,763.

Billing Cycle:                    Quarterly

### Financial Point of Contact

#### TOWNSHIP OF LACEY:

Name:	<u>Jim Wieland</u>
Address:	<u>818 W. Lacey Road</u>
	<u>Forked River, NJ 08731</u>
Phone:	<u>609 643 1100 ext 2201</u>

#### APHIS WS:

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

**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 \$1,753 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, 2016 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: 22-3279153

Glen Harbor HOA

(b) (6)

P.O. Box 349

Glenwood, NJ 07418-0349

(b) (6)

Cooperator's Sig

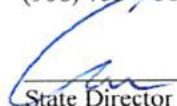
USDA-APHIS-Wildlife Services

Aaron Guikema

140C Locust Grove Road

Pittstown, NJ 08867-4049

(908) 735-5654 Ext. 11

  
State Director

1-17-16

Date

Date

## WORK PLAN

**Wildlife Species:** Canada goose (*Branta Canadensis*)

**Description of Damage:** Canada goose presence on Glen Harbor HOA properties 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 7-14 day intervals. 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, 2016.

**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, 2016 and shall expire on September 30, 2016.

## FINANCIAL PLAN

Personnel Costs .....	\$ 853
Vehicle (Fuel & Maintenance) .....	\$ 491
Travel .....	\$ 0
Supplies & Equipment .....	\$ 34
Subtotal (Direct Costs) .....	\$ 1,378
Pooled Job Costs .....	\$ 152
Indirect Costs .....	\$ 223
TOTAL .....	<u>\$ 1,753</u>

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 \$1,753.

**Billing Cycle:** Quarterly

### Financial Point of Contact

Glen Harbor HOA:

Name: (b) (6)

Address: [REDACTED]

Phone: (b) (6)

Ho Glen Harbor HOA  
[REDACTED]  
P.O. Box 349  
Ellenwood, NY 07418  
[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

**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 (101 Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3**

APHIS WS and 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, the State Director or his designee, and/or those additional persons authorized and approved by Paul McCall and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

#### **ARTICLE 4**

County of 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: Patricia L. Walsh 2/3/16  
Freeholder Director  
20 Grove Street  
Somerville, NJ 08876-1262  
Date  
*attest,* Kathryn Quick  
Kathryn Quick  
Somerset County Deputy Clerk  
Board of Chosen Freeholders

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

BY: R. Guikema acting State Director 2-22-16  
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 (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**

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 properties 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 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.

### **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 the 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 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 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 30 September 2016.

### **Effective Dates**

This Agreement shall become effective on February 1, 2016, and shall expire on September 30, 2016.

**ATTACHMENT B**  
**FINANCIAL PLAN**

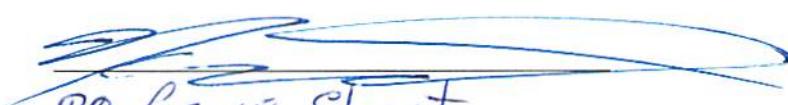
Personnel Costs .....	\$ 9,045
Vehicle (Fuel & Maintenance) .....	\$ 1,280
Travel .....	\$ 4,811
Supplies & Equipment .....	\$ 393
 Subtotal (Direct Costs) .....	<u>\$ 15,529</u>
 Pooled Job Costs .....	\$ 1,708
 Indirect Costs .....	\$ 2,508
 TOTAL .....	<u>\$ 19,745</u>

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 **\$19,745**.

**Billing Cycle:** Quarterly

Financial Point of Contact

County of Somerset:

Name: 

Address: 20 Grove Street

Somerville, NJ 08876

Phone: 908-231-7047

APHIS WS:

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

**COOPERATIVE SERVICE AGREEMENT**

between

**TOWNSHIP OF JEFFERSON**

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 Jefferson agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. Township of Jefferson will provide the U.S. Department of Agriculture the sum of \$2,755 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 Jefferson 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 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.
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, 2016 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 Jefferson does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: 22-600-2010

Township of Jefferson  
Grace Rhinesmith  
Municipal Building  
1033 Weldon Road  
Lake Hopatcong, NJ 07849-2332

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

Cooperator's Signature

Date

State Director

Date

## WORK PLAN

**Wildlife Species:** Canada goose (*Branta Canadensis*)

**Description of Damage:** Canada goose presence on Township of Jefferson properties 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 Jefferson (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 at Township of Jefferson. 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 Jefferson'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 Jefferson summarizing Canada goose management pursuant to this agreement no later than September 30, 2016.

**APHIS WS and Township of Jefferson Agree:**

1. Township of Jefferson 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 Jefferson, 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, 2016 and shall expire on September 30, 2016.

## FINANCIAL PLAN

Personnel Costs .....	\$ 1,448
Vehicle (Fuel & Maintenance) .....	\$ 685
Travel .....	\$ 0
Supplies & Equipment .....	\$ 34
 Subtotal (Direct Costs) .....	<u>\$ 2,167</u>
Pooled Job Costs .....	\$ 238
Indirect Costs .....	\$ 350
 <b>TOTAL</b> .....	<u><b>\$ 2,755</b></u>

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 \$2,755.

**Billing Cycle:**                   Quarterly

### Financial Point of Contact

Township of Jefferson:

Name:	<u>Bill Eagen</u>
Address:	<u>1033 Weldon Road</u>
	<u>Lake Hopatcong, NJ 07849</u>
Phone:	<u>973-208-6136</u>

APHIS WS:

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

**COOPERATIVE SERVICE AGREEMENT**  
between  
**BOROUGH OF EDGEWATER**  
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 the BOROUGH OF EDGEWATER agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. The BOROUGH OF EDGEWATER will provide the U.S. Department of Agriculture the sum of \$5,999 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The BOROUGH OF EDGEWATER 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 BOROUGH OF EDGEWATER certifies that APHIS WS has advised the BOROUGH OF EDGEWATER that there may be private sector service providers available to provide wildlife management services that the BOROUGH OF EDGEWATER 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**

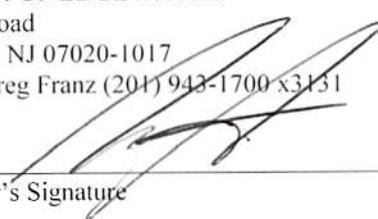
APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

**ARTICLE 6**

The Agreement shall become effective February 1, 2016 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 BOROUGH OF EDGEWATER does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this Agreement.

Tax Identification Number: 22-6001776

BOROUGH OF EDGEWATER  
55 River Road  
Edgewater, NJ 07020-1017  
Contact: Greg Franz (201) 943-1700 x3131

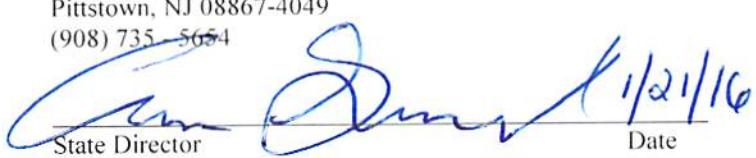


Cooperator's Signature

1/13/16

Date

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



Ann Danner 1/21/16

State Director

Date

## WORK PLAN

**Wildlife Species:** Canada goose (*Branta canadensis*)

**Description of Damage:** Canada goose presence on the BOROUGH OF EDGEWATER 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 BOROUGH OF EDGEWATER (Bergen 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 BOROUGH OF EDGEWATER. 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. Additional site visits will be conducted to determine post-nesting and pre-capture survey numbers. Capture and euthanasia of Canada geese located on the BOROUGH OF EDGEWATER'S property will occur up to two days during the molt period in June or July. APHIS WS and the BOROUGH OF EDGEWATER 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 EDGEWATER'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 EDGEWATER summarizing Canada goose management pursuant to this Agreement, no later than September 30, 2016.

**APHIS WS and the BOROUGH OF EDGEWATER Agree:**

1. The BOROUGH OF EDGEWATER will coordinate with APHIS WS before responding to media and public requests pertaining to wildlife damage management activities pursuant to this Agreement, 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 properties owned and/or operated by the BOROUGH OF EDGEWATER, 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. The BOROUGH OF EDGEWATER has employed non-lethal Canada goose management techniques on their property, 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 EDGEWATER.

**Effective Dates:** This Cooperative Service Agreement shall become effective on February 1, 2016 and shall expire on September 30, 2016.

## FINANCIAL PLAN

Personnel Costs .....	\$2,720
Vehicle (Fuel & Maintenance) .....	\$287
Travel .....	\$1618
Supplies & Equipment .....	\$93
Subtotal (Direct Costs) .....	<u>\$4,718</u>
Pooled Job Costs .....	\$519
Indirect Costs .....	\$762
<b>TOTAL .....</b>	<b><u>\$5,999</u></b>

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 already expended in regards to the terms of this Agreement, should activities be deemed as unnecessary. The total cost to accomplish the proposed Work Plan activities is **\$11,998**. The Port Authority of NY & NJ has elected to cover half of the costs associated with these activities. The BOROUGH OF EDGEWATER will cover the remaining costs. The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this Agreement, but will not exceed **\$5,999**.

**Billing Cycle:** Quarterly

### Financial Point of Contact

BOROUGH OF EDGEWATER:

Name: Garrison S. Forniz  
Address: 55 River Rd  
Edgewater NJ 07020  
Phone: 201-943-1700 x3131

APHIS WS:

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

**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 \$4,990 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, 2016 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: 22-601-7001

Hanover STP

(b) (6)

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

(b) (6)

Cooperator's Signature

*2/16/16*

Date

USDA-APHIS-Wildlife Services

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

*Ann Danner*  
State Director

Date

## WORK PLAN

### **Wildlife Species:** Canada goose (*Branta Canadensis*)

**Description of Damage:** Canada goose presence on Hanover STP properties 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 30 September 2016.

### **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 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.

**Effective Dates:** This Cooperative Service Agreement shall become effective on February 1, 2016 and shall expire on September 30, 2016.

## **FINANCIAL PLAN**

Personnel Costs .....	\$ 1,807
Vehicle (Fuel & Maintenance) .....	\$ 315
Travel .....	\$ 1,643
Supplies & Equipment .....	\$ 159
 Subtotal (Direct Costs) .....	<u>\$ 3,924</u>
 Pooled Job Costs .....	\$ 432
 Indirect Costs .....	\$ 634
 <b>TOTAL</b> .....	<b><u>\$ 4,990</u></b>

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 \$4,990.

**Billing Cycle:**                   Quarterly

### **Financial Point of Contact**

Hanover STP:

Name:	(b) (6)
Address:	P.O Box 320
	WHTPPANY NJ 07991
Phone:	(b) (6)

APHIS WS:

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

**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 \$6,204 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, 2016 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: 22-0989444

Highland Lakes Country Club

(b) (6) \_\_\_\_\_  
P.O. Box 578  
2240 Lakeside Drive West  
Highland Lakes, NJ 07422-1857

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

(b) (6)

Cooperator's Signature

1-4-16  
Date

State Director

Date

## WORK PLAN

**Wildlife Species:** Canada goose (*Branta Canadensis*)

**Description of Damage:** Canada goose presence on Highland Lakes Country Club properties 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 30 September 2016.

**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 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.
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, 2016 and shall expire on September 30, 2016.

## FINANCIAL PLAN

Personnel Costs .....	\$ 2,800
Vehicle (Fuel & Maintenance) .....	\$ 315
Travel .....	\$ 1,643
Supplies & Equipment .....	\$ 121
 Subtotal (Direct Costs) .....	<u>\$ 4,879</u>
 Pooled Job Costs .....	\$ 537
 Indirect Costs .....	\$ 788
 TOTAL .....	<u>\$ 6,204</u>

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 \$6,204.

**Billing Cycle:**              Quarterly

### Financial Point of Contact

Highland Lakes Country Club:

Name:

Address:

Phone:

(b) (6)

*HLCC PO Box 578*

*Highland Lakes, NJ 07422*

(b) (6)

APHIS WS:

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

11 7234 4716 RA  
AP.RA.RX34.72.0133  
AP.RA.RX34.72.0134  
AP.RA.RX36.72.0707  
AP.RA.RX36.72.0743  
AP.RA.RX36.72.0741

Revision No. 6

TO

COOPERATIVE SERVICE AGREEMENT

Between

The Port Authority of New York and New Jersey ("Port Authority")

And

The DEPARTMENT OF AGRICULTURE (USDA)

ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)

WILDLIFE SERVICES (WS)

Under the provisions of Article 14, The Port Authority and USDA, APHIS, Wildlife Services mutually agree to revise Cooperative Service Agreement No. 11-7234-4716-RA.

ARTICLE 14

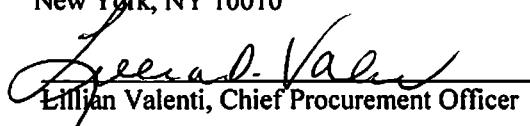
To provide a continuation of wildlife damage management at Port Authority airports, this Revision extends the expiration date from December 31, 2015 to April 29, 2016. Additionally, the Port Authority agrees to provide an additional \$351,984 for costs of services as indicated on the Financial Plan for the following Port Authority Airports:

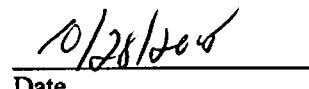
Program	Yearly Cost
JFK Biologist	\$59,612
JFK Specialist	\$25,952
JFK Bird Hazard Reduction Program	NA
JFK Seasonal Wildlife Control	NA
<b>JFK Total →</b>	<b>\$85,564</b>
LGA Biologist	\$53,272
LGA Specialist	\$24,184
<b>LGA Total →</b>	<b>\$77,456</b>
<b>SWF Total→</b>	<b>\$55,816</b>
<b>EWR Total→</b>	<b>\$67,500</b>
<b>TEB Total→</b>	<b>\$66,648</b>
<b>TOTAL</b>	<b>\$351,984</b>

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

Port Authority of New York and New Jersey  
1 Madison Avenue  
New York, NY 10010

BY:

  
Lillian Valenti, Chief Procurement Officer

  
Date

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

  
Charles S. Brown  
Regional Director  
Eastern Region

11/4/10  
Date

**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 \$1,640 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, 2016 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

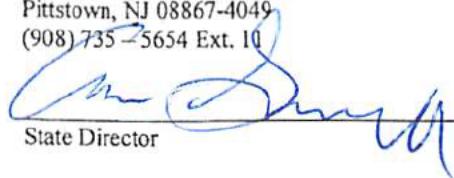
(b) (6)

USDA-APHIS-Wildlife Services  
Aaron Guikema, State Director  
140C Locust Grove Road  
Pittstown, NJ 08867-4049  
(908) 735-5654 Ext. 10

State Director

12/20/15  
Date

Date



## WORK PLAN

### **Wildlife Species: Canada goose (*Branta Canadensis*)**

**Description of Damage:** Canada goose presence on Lake Pine Colony Club properties 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, 2016.

### **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, 2016 and shall expire on September 30, 2016.

## FINANCIAL PLAN

personnel Costs .....	\$ 941
Vehicle (Fuel & Maintenance) .....	\$ 0
Travel .....	\$ 315
Supplies & Equipment .....	\$ 34
Subtotal (Direct Costs) .....	\$ 1,290
Pooled Job Costs .....	\$ 142
Indirect Costs .....	\$ 208
TOTAL .....	\$ 1,640

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 \$1,640.

Billing Cycle: Quarterly

### Financial Point of Contact

(b) (6)

Lake Pine Colony Club:

Name:

Address:

Phone:

2 CHESTNUT RD-  
MEDFORD, NJ, 08055

(b) (6)

APHIS WS:

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

**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:  
Mark Texel, Acting Director  
Division of Parks & Forestry  
Mail Code 501-04, P.O. Box 420  
Trenton, NJ 08625-0420

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 Mark Texel or his designee, the State Director or his/her designee, and/or those additional persons authorized and approved by Mark Texel 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) 21-6000928-00

**NJDEP STATE PARK SERVICE:**

BY: Mark Texel 3-7-2016  
Mark Texel  
Acting Director of Parks & Forestry  
State Park Service  
Mail Code 501-04  
P.O. Box 420  
Trenton, NJ 08625-0420

 3/7/2016

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

BY: Aaron Guikema 3/28/16  
Aaron Guikema  
State Director  
USDA APHIS WS  
140-C Locust Grove Road  
Pittstown, NJ 08867-4049

BY: Charles S. Brown 4/1/16  
Charles S. Brown  
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 NJDEP STATE PARK SERVICE will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese, on NJDEP STATE PARK SERVICE property(s).

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 sites.

### 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 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 Parvin, Ringwood, Round Valley and Spruce Run (NJ STATE PARKS' SERVICE) sites will occur up to 3 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, 2016.

### Effective Dates

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

**ATTACHMENT B**  
**FINANCIAL PLAN**

Personnel Costs .....	\$ 12,821
Vehicle (Fuel & Maintenance) .....	\$ 2,250
Travel .....	\$ 4,675
Supplies & Equipment .....	\$ 392
 Subtotal (Direct Costs) .....	<u>\$ 20,138</u>
Pooled Job Costs .....	\$ 2,215
Indirect Costs .....	\$ 3,252
 TOTAL .....	<u>\$ 25,605</u>

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 \$25,605.

**Billing Cycle:** Monthly

**Financial Point of Contact**

**NJDEP STATE PARK SERVICE:**

Name: Michele Buckley, NJDEP, SPS  
Address: MAILCODE 501-04, P. O. 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

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**ESSEX COUNTY DEPARTMENT OF PARKS & RECREATION & CULTURAL**  
**AFFAIRS (ESSEX 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 assist in a wildlife 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 ESSEX COUNTY mutually agree:

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

**ESSEX COUNTY:**  
115 Clifton Avenue  
Newark, NJ 07104-1017  
Contact: Tim Christ  
Phone: (973) 751-0384

**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 the ESSEX COUNTY representative or his/her designee, Aaron Guikema or his designee, and/or those additional persons authorized and approved by the ESSEX COUNTY representative, 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**

**ESSEX 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 ESSEX COUNTY. ESSEX 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). ESSEX COUNTY will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. ESSEX 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 ESSEX 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. 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 ESSEX COUNTY as described in the Work and Financial Plans.
2. To designate to ESSEX 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 ESSEX 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 ESSEX COUNTY shall have the right to inspect and audit such records.
4. To coordinate with ESSEX 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**

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

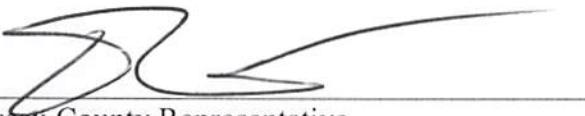
## **ARTICLE 12**

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 ESSEX 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.

ESSEX COUNTY Taxpayer Identification Number (TIN) \_\_\_\_\_

**ESSEX COUNTY:**

BY:   
Essex County Representative  
115 Clifton Avenue  
Newark, NJ 07104-1017

*3/2/16*

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

*3/13/16*

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**

The wildlife damage management program at ESSEX COUNTY (specifically Weequahic Park and Golf Course) will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese and red fox.

Canada goose presence on ESSEX COUNTY 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. Red fox presence on ESSEX COUNTY property(s) has resulted in the destruction (i.e., digging and burrowing) of golf greens and turf areas.

ESSEX COUNTY has employed non-lethal Canada goose and red fox 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 Canada goose reproductive management (e.g., egg addling). In addition, a "no feeding" policy exists on all ESSEX COUNTY 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 for the following species on ESSEX COUNTY property(s) and if applicable, agreed upon neighboring properties after obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A):

Canada goose: 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 ESSEX COUNTY 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 ESSEX COUNTY'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.

Red fox: Removal of red fox from ESSEX COUNTY property(s) will occur during the NJ State trapping season (November 15, 2015-March 15, 2016) by APHIS WS. APHIS WS will coordinate management activities with ESSEX COUNTY personnel and provide recommendations to reduce the occurrence of terrestrial predators on their property. APHIS WS will conduct activities pursuant to NJ State trapping policies and regulations. APHIS WS will provide a written report to ESSEX COUNTY, summarizing Canada goose and red fox management pursuant to this Agreement, no later than September 30, 2016.

### Effective Dates

This Agreement shall become effective on January 1, 2016 and shall expire on September 30, 2016.

**ATTACHMENT B**  
**FINANCIAL PLAN**

Personnel Costs .....	\$5,028
Vehicle (Fuel & Maintenance) .....	\$624
Travel .....	\$1,635
Supplies & Equipment .....	\$247
 Subtotal (Direct Costs) .....	 <u>\$7,534</u>
Pooled Job Costs .....	\$829
Indirect Costs .....	\$1,217
 TOTAL .....	 <u>\$9,580</u>

APHIS WS costs are not based on the number of nests found or the number of geese or fox 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 **\$9,580**.

**Billing Cycle:** Quarterly

Financial Point of Contact

**ESSEX COUNTY:**

Name:	<u>Dave DelVecchio</u>	
Address:	<u>115 Clifton Ave</u>	
	<u>Newark NJ 07104</u>	
Phone:	<u>(973) 268-3500</u>	<u>Ext 3516</u>

**APHIS WS:**

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

**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) 22-600 2123

**Borough of Netcong:**

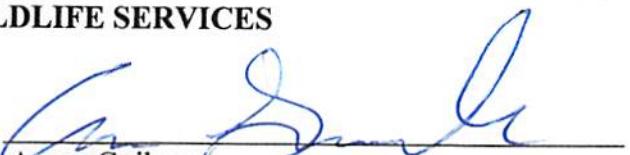
BY:

Ralph Blakeslee 2-24-16  
Ralph Blakeslee  
Borough Administrator  
23 Maple Street  
Netcong, NJ 07857-1105

Date

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

BY:

Aaron Guikema 3/3/16  
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 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 properties 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 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.

### 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 30 September 2016.

### Effective Dates

This Agreement shall become effective on February 1, 2016, and shall expire on September 30, 2016.

**ATTACHMENT B  
FINANCIAL PLAN**

Personnel Costs .....	\$ 4,189
Vehicle (Fuel & Maintenance) .....	\$ 763
Travel .....	\$ 1,643
Supplies & Equipment .....	\$ 159
 Subtotal (Direct Costs) .....	<u>\$ 6,754</u>
 Pooled Job Costs .....	\$ 743
 Indirect Costs .....	\$ 1,091
 <b>TOTAL .....</b>	<b><u>\$ 8,588</u></b>

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 \$8,588.

**Billing Cycle:** Quarterly

**Financial Point of Contact**

Borough of Netcong:

Name: Ralph Blakeslee  
Address: 23 Maple Ave  
Netcong, NJ 07857  
Phone: 973 347-0852 x117

**APHIS WS:**

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

**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 \$1,691 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, 2016 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  
 275 High Street East, Apt B-21  
 Glassboro, NJ 08028-2316

(b) (6)

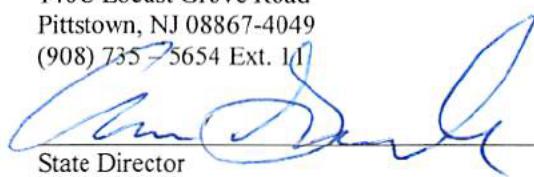
Cooperator's Si

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 properties 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 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 at Park Crest Village. 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 Park Crest Village'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 Park Crest Village summarizing Canada goose management pursuant to this agreement no later than September 30, 2016.

**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. APHIS WS will conduct activities designated in the Work Plan only at the properties of Park Crest Village, 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, 2016 and shall expire on September 30, 2016.

## FINANCIAL PLAN

Personnel Costs .....	\$ 981
Vehicle (Fuel & Maintenance) .....	\$ 315
Travel .....	\$ 0
Supplies & Equipment .....	\$ 34
 Subtotal (Direct Costs) .....	<u>\$ 1,330</u>
 Pooled Job Costs .....	\$ 146
 Indirect Costs .....	\$ 215
 <b>TOTAL .....</b>	<b><u>\$ 1,691</u></b>

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 \$1,691.

**Billing Cycle:**                   Quarterly

### Financial Point of Contact

Park Crest Village:

Name: PARK CREST VILLAGE 2014 LLC  
Address: P.O. BOX 958  
CARLEWOOD, N.J. 08028  
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

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**OCEAN 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 Ocean County College mutually agree:

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

OCEAN COUNTY COLLEGE:  
(b) (6) [REDACTED]

1 College Drive  
Toms River, NJ 08753-2239

APHIS WS:

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

To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be (b) (6) or his designee, the State Director or his designee, and/or those additional persons authorized and approved by (b) (6) and the State Director.

2. 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 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 Ocean County College. Ocean 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). Ocean County College will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. Ocean 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 Ocean 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 Ocean County College as described in the Work and Financial Plans.
2. To designate to Ocean 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 Ocean 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 Ocean County College shall have the right to inspect and audit such records.
4. To coordinate with Ocean 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**

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

Ocean County College Taxpayer Identification Number (TIN) 22-1757756/000

**OCEAN COUNTY COLLEGE:**

(b) (6) \_\_\_\_\_ Date 3/14/16  
BY \_\_\_\_\_ Date \_\_\_\_\_  
1 College Drive  
Toms River, NJ 08753-2239

**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 Ocean County College (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 College properties 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 College has employed on their property 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 College property.

### 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 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 Ocean 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 Ocean 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 Ocean County College summarizing Canada goose management pursuant to this Agreement no later than 30 September 2016.

### Effective Dates

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

**ATTACHMENT B  
FINANCIAL PLAN**

Personnel Costs .....	\$ 4,178
Vehicle (Fuel & Maintenance) .....	\$ 718
Travel .....	\$ 1,363
Supplies & Equipment .....	\$ 185
 Subtotal (Direct Costs) .....	<u>\$ 6,444</u>
Pooled Job Costs .....	\$ 709
Indirect Costs .....	\$ 1,041
 TOTAL .....	<u>\$ 8,194</u>

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 \$8,194.

**Billing Cycle:** Quarterly

**Financial Point of Contact**

OCEAN COUNTY COLLEGE:

Name: (b) (6)  
Address: 1 Village Dr.  
Toms River, NJ 08754  
Phone: 732-255-0400 (b) (6)

**APHIS WS:**

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