

RESOLUTION NO. 2018-129

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, APPROVING A CONTRACT WITH THE U.S.
DEPARTMENT OF AGRICULTURE FOR PROFESSIONAL DEER
CULLING AND GEESE CONTROL SERVICES**

WHEREAS, Radnor Township established a Deer Mitigation Program through Resolution No. 2012-76 to provide for the control of deer density through education, private hunting and professional culling and geese control services; and

WHEREAS, Radnor Township promotes legal and permitted hunting activities on privately held land and on designated Township properties in Radnor during hunting season in Pennsylvania; and

WHEREAS, the Board of Commissioners desires to enter into a Cooperative Services Agreement for professional deer culling and geese control services with the U.S. Department of Agriculture.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners does hereby approve the Cooperative Services Agreement with the U.S. Department of Agriculture, a copy of which is attached hereto and incorporated herein as *Exhibit "A"*, to manage the deer and geese population for the 2019 season. The term of the Agreement will commence on January 1, 2019 and shall expire on December 31, 2019. The cost of the program shall be an amount not to exceed \$27,680.12.

SO RESOLVED this 12th day of November, 2018.

RADNOR TOWNSHIP

By: 
Name: Lisa Borowski
Title: President

ATTEST: 
Robert A. Zienkowski, Secretary

COOPERATIVE SERVICE AGREEMENT
between
The Township of Radnor (TOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

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

ARTICLE 2

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

ARTICLE 3

APHIS WS and TOR mutually agree:

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

TOR: Christopher Flanagan, Chief
301 Iven Ave.
Wayne, PA 19087-5297
610-688-0503, Ext 108

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

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or

amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be Chief Christopher Flanagan or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the Chief Christopher Flanagan 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

TOR agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with mutually agreed upon wildlife species. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by TOR. TOR 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). TOR will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The TOR 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 TOR 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 all media requests.
8. To obtain the appropriate permits for removal activities for white-tailed deer and Canada geese and list USDA, APHIS, Wildlife Services as subpermittees.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at TOR as described in the Work and Financial Plans.
2. Designate to TOR the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill TOR 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 TOR shall have the right to inspect and audit such records.
4. To coordinate with TOR before responding to all media requests.

ARTICLE 6

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

ARTICLE 7

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

ARTICLE 8

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

ARTICLE 9

Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

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

ARTICLE 11

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

ARTICLE 12

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

TOR Taxpayer Identification Number (TIN) 23-6000200

TOWNSHIP OF RADNOR:

BY: Christopher B. Flanagan 10/31/2018
Christopher Flanagan, Chief Date
301 Iven Ave.
Wayne, PA 19087-5297

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

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

BY: _____
Willie Harris Date
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

ATTACHMENT A WORK PLAN

Introduction

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

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

Purpose

The USDA Wildlife Services (WS) operational deer damage management program will assist TOR in reducing deer numbers to obtain local population management goals established by TOR and WS. The direct result of these management efforts is intended to reduce damage to private property and forested ecosystems, the threat of deer vehicle collisions, and disease. This will be accomplished by managing deer at goals recommended by WS for urban habitats.

An integrated waterfowl damage management program will also be implemented to reduce/prevent damages caused by Canada geese that consist of the accumulations of droppings on grounds, athletic fields, parking areas, walkways, and near building entrances. Fecal material that is being tracked into buildings and aggressive goose behavior toward people during nesting season is causing potential health hazards to people at the site.

Location

Township of Radnor, Delaware County, Pennsylvania

Location type (circle):

Rural

or

Urban

Planned APHIS WS Activities For White-tailed Deer

1. WS will conduct a minimum of two infrared camera surveys from a vehicle along a standardized route developed by WS. WS will request the assistance of one representative of TOR to drive the survey vehicle and to provide logistical support. WS will provide TOR with the estimated deer density throughout Radnor Township after the surveys are completed.
2. Prior to initiating deer removal activities, preliminary site visits will be conducted by WS to determine safe and appropriate shooting locations, and to become familiar with the properties.
3. WS personnel will coordinate with TOR to obtain written landowner permission, and will complete a WS 12A form whenever appropriate or applicable.
4. WS will coordinate with TOR to conduct daily operational activities.
5. WS will conduct deer removal activities up to 6 nights beginning in March 2019 through April 2019. WS and TOR will coordinate to schedule nights of removal to maximize the safety and efficiency of the operational program. Additional days of operational removal may be added as needed if allocated funding per Attachment B is amended to fund additional days. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.
6. WS will make a reasonable effort to conduct operational activities. In the event of adverse or unsafe circumstances created by individuals who are not directly responsible for carrying out the terms of this agreement, WS will request and require TOR to provide additional (law enforcement/security) support to allow WS to conduct activities in a safe and efficient manner. In the event that TOR cannot provide adequate assistance, this agreement will be terminated and the appropriate costs accumulated by WS will be reimbursed by TOR.
7. Deer will be removed by use of suppressed rifles with high expansion ammunition, along with the aid of bait, stands, vehicles, artificial light, night vision equipment, and forward-looking infrared (FLIR) from elevated positions. Quick-kill, head/neck shots, will be used whenever possible to ensure humane and rapid death. Deer will be quickly recovered and removed to reduce the disruption to the immediate environment.
8. Removal activities will occur from 8:00 pm to 6:00 am, unless otherwise agreed upon by WS and TOR. TOR preferences regarding days, time, locations, and procedure will be adhered to when instructed by appropriate TOR personnel provided such requests are within established WS protocols.
9. WS will be responsible for selecting bait sites prior to beginning deer removal operations. TOR will be responsible for placing the bait at the locations selected by WS.
10. TOR will be responsible for coordinating with a processor to ensure that venison from deer is donated for charitable food distribution. TOR will be responsible for delivering deer carcasses to the selected processor if needed.
11. Wildlife removal will be approved by and coordinated with the Pennsylvania Game Commission (PGC). In cooperation with TOR, WS will assist TOR to apply for a deer control permit through the PGC.

Planned APHIS WS Activities for Canada Geese

1. TOR will institute a no feeding waterfowl policy and actively enforce (i.e., education and signage) the policy.
2. APHIS WS will provide oversight and instructional assistance in the application of visual and audible deterrents and chemical repellents in the implementation of habitat modification and exclusion measures.
3. APHIS WS will conduct nest and egg treatment at approximately 7-10 intervals for the 8 week nesting season. Nests and eggs will be collected and disposed of following the 28-30 incubation period.
4. APHIS WS will conduct waterfowl harassment (i.e., visual deterrents, use of lasers, chasing with dogs and remote controlled boats, pyrotechnics, recorded distress calls, etc.) at TOR when deemed necessary by APHIS WS. Harassment will be conducted 3 times per week for approximately 4 weeks after nesting, but before molting (May-June). Harassment will be conducted again for 12 weeks following the molt and will conclude December 31, 2019.
5. APHIS WS personnel will be available to provide technical assistance to TOR in further deterring Canada geese and preventing other wildlife damage upon request.

Effective Dates

The Cooperative Service Agreement shall commence on January 1, 2019 and shall expire on December 31, 2019.

**ATTACHMENT B
FINANCIAL PLAN**

Personnel Costs	\$17,622.16
Travel	\$1,830.00
Vehicle Fuel and Maintenance	\$1,050.00
Supplies and Equipment	\$1,267.50
Subtotal (Direct Costs)	\$21,769.66
Pooled Job Costs	\$2,394.66
Indirect Costs	\$3,515.80
TOTAL	\$27,680.12

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$27,680.12**

Beginning October 1, 2012 USDA APHIS WS implemented a new financial management system. This system will automatically process and forward invoices to the cooperator for payment. The cooperator will have 2 options for billing frequency: monthly or quarterly. Please **CIRCLE** your desired billing option below:

MONTHLY BILLING

QUARTERLY BILLING

Please note that invoices will be processed at the above selected frequency and will include all expenses that have posted to the system at that time. It is possible that these invoices may vary significantly depending upon what expenses are listed when the invoice is processed.

Financial Point of Contact

TOR: Christopher Flanagan
Chief, TOR Police

610-688-0503, Ext. 108
Phone

APHIS WS: Daisy Marrero
Budget Analyst

717-236-9451
Phone

Please Send Invoices to:

Name: Chief, Christopher Flanagan
Address: 301 Iven Ave. Wayne, PA 19087-5297
Phone Number: 610-688-0503, Ext. 108
Email: cflanagan@radnor.org