

**PUBLIC WORKS & ENVIRONMENTAL COMMITTEE MEETING  
ADDENDUM**

**Tuesday, June 7, 2022, 10:00 a.m.**

Town Hall or via Zoom

DIAL: +1 646 558 8656 US & INCLUDE THE MEETING ID: 456-920-3798 & PRESS #.

JOIN ONLINE AT: <https://us02web.zoom.us/j/4569203798>.

**Committee responsibilities:** Buildings/Grounds/Maintenance, Town Park, Recreation, Parking Lots, Infrastructure, Streets & Street Lighting, Storm/Sanitary Sewer, Recycling Operations, Safety Program, Compost Site and Bloomsburg Municipal Airport.

**Committee Members:** James Garman (Chair), James Huber and Nick McGaw.

15. Discussion of the following agreements.
  - A. \$7,251.82- Egg treatment and goose round-up from March 1, 2023- September 30, 2023.
  - B. \$3,000- Goose round-up and technical assistance in further deterring Canada geese and preventing other wildlife damage from June 1, 2022- September 30, 2022.

WS Agreement Number: \_\_\_\_\_-RA  
WBS: \_\_\_\_\_

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**TOWN OF BLOOMSBURG**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1**

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

**ARTICLE 2**

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife service's 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 Town of Bloomsburg agree:

1. The Town of Bloomsburg will provide payment upon receipt of monthly/quarterly bill to "US Department of Agriculture" in the amount of \$7,251.82.
2. 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.
3. The Town of Bloomsburg certifies that APHIS-WS has advised the Town of Bloomsburg there may be private sector service providers available to provide wildlife damage management services that the Town of Bloomsburg is seeking from APHIS-WS.
4. 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.
5. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

**ARTICLE 4**

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 also may be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

**ARTICLE 5**

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

**ARTICLE 6**

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680). This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

This agreement shall become effective March 1, 2023, and shall continue until September 30, 2023, or when funding expires, whichever is sooner. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Town of Bloomsburg does not, for any reason, provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

As required by Debt Collection Improvement Act of 1996:

Town of Bloomsburg's Tax ID: 24-6000690  
APHIS-WS's Tax ID: 41-0696271

Town of Bloomsburg  
301 E. 2<sup>nd</sup> Street  
Bloomsburg, PA 17815  
570-993-4045

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

\_\_\_\_\_  
Lisa Dooley, Town Manager                      Date

\_\_\_\_\_  
Harris Glass, State Director                      Date

**WORK PLAN**

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. 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. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Wildlife Species: Canada geese

Description of Damage: Accumulations of droppings at the town park and other recreational areas, in parking areas, and on sidewalks. Geese may show aggressive behavior toward people during nesting season. Potential human health and safety hazards associated with unsanitary conditions and risks to local aircraft.

<u>Location:</u>	Bloomsburg	Columbia	N/A	PA
	Town	County	Township	State

Location type (circle):      Rural      or      Urban

Services Provided:

The goal of APHIS WS is to manage the damage caused by wildlife by implementing integrated wildlife damage management programs. APHIS WS personnel, who have been professionally trained in wildlife damage management, will assist the Town of Bloomsburg in implementing an integrated waterfowl damage management program (IWDM) for Canada geese. An ongoing IWDM program would provide the greatest practical level of protection associated with wildlife damage at this site.

1. The Town of Bloomsburg will institute a no feeding waterfowl policy and actively enforce (i.e., education and signage) the policy.
2. APHIS WS will conduct nest and egg treatment at approximately 7-10 day intervals during the 8 week nesting season. Nests and eggs will be collected and disposed of following the 28-30 day incubation period.
3. APHIS WS will conduct a Canada goose round-up, removing up to 50 of the geese molting on the site. WS is authorized to remove up to 50% of the molting geese, unless deemed necessary due to direct threats posed to human health and safety. APHIS WS will document the number of geese observed on the site prior to molting to accurately determine the number of birds that can be legally removed. Canada geese will be humanely captured, euthanized, and processed for human consumption.

4. APHIS WS personnel will be available to provide technical assistance to the Town of Bloomsburg in further deterring Canada geese and preventing other wildlife damage.

The above APHIS WS activities are fully provided for by the Pennsylvania Game Commission, Bureau of Wildlife Protection, Special Use (Depredation/Collecting) Permit and the US Fish and Wildlife Service Depredation permit issued to the Director and/or the WS PA State Director. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of this program.

Prepared by (APHIS-WS employee): W. Wenner

**FINANCIAL PLAN**

<b>Cost Element</b>		<b>Full Cost</b>
Personnel Compensation		\$4,482.36
Other Services (Vehicle Fuel and Maintenance)		\$756.00
Supplies, Materials and Equipment		\$465.00
Subtotal (Direct Charges)		\$5,703.36
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$627.37
Indirect Costs	16.15%	\$921.09
<b>Agreement Total</b>		<b>\$7,251.82</b>

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: **\$7,251.82**.

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.

**There are 3 billing options, please circle your desired billing option:**

**Monthly Billing**

**Quarterly Billing**

**Paid in Full**

Financial Point of Contact/Billing Address:

Town of Bloomsburg

Kathy Smith  
 Director of Finance  
 301 E. 2<sup>nd</sup> Street  
 Bloomsburg, PA 17815  
 (570) 588-6661  
[kasmith@bloomsburgpa.org](mailto:kasmith@bloomsburgpa.org)

USDA – APHIS - WS State Office

USDA APHIS WS PA  
 Breanna Mutzabaugh  
 PO Box 60827  
 Harrisburg, PA 17106-0827  
 (717) 236-9451  
[breanna.r.mutzabaugh@usda.gov](mailto:breanna.r.mutzabaugh@usda.gov)

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**ARTICLE 3**

APHIS-WS and the Town of Bloomsburg agree:

1. The Town of Bloomsburg will provide payment upon receipt of monthly/quarterly bill to "US Department of Agriculture" in the amount of **\$3,000.00.**
2. 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.
3. The Town of Bloomsburg certifies that APHIS-WS has advised the Town of Bloomsburg there may be private sector service providers available to provide wildlife damage management services that the Town of Bloomsburg is seeking from APHIS-WS.
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Lisa Dooley, Town Manager

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Date

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Harris Glass, State Director

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issued to the Director and/or the WS PA State Director. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of this program.

Prepared by (APHIS-WS employee): W.Wenner



FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$1,754.41
Other Services (Vehicle Fuel and Maintenance)		\$210.00
Supplies, Materials and Equipment		\$395.00
Subtotal (Direct Charges)		\$2,359.41
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$259.54
Indirect Costs	16.15%	\$381.05
Agreement Total		\$3,000.00

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 USDA APHIS WS PA  
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 PO Box 60827  
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[breanna.r.mutzabaugh@usda.gov](mailto:breanna.r.mutzabaugh@usda.gov)