

RESOLUTION # 23-026

PASSAIC VALLEY WATER COMMISSION

**SHARED COOPERATIVE SERVICE AGREEMENT
NO. 23 7234 8056 RA WITH USDA FOR
CANADA GOOSE DAMAGE MANAGEMENT PROJECT**

DATE OF ADOPTION: FEBRUARY 22, 2023

Introduced by Commissioner: **JOSEPH KOLODZIEJ**

Seconded by Commissioner: **RIGO SANCHEZ**

WHEREAS, the United States Department of Agriculture ("USDA") Animal and Plant Health Inspection Service ("APHIS") Wildlife Services ("WS"), hereinafter collectively "USDA", has submitted the Work Initiation Document for Wildlife Damage Management dated December 29, 2022 and a Shared Cooperative Service Agreement, (the "Agreement") with Passaic Valley Water Commission ("PVWC") for USDA to assist PVWC in a Canada Goose Damage Management Project; and

WHEREAS, the scope of services (hereinafter "Services") of the Agreement is to assist PVWC in protecting and enhancing water quality which, in turn, helps enhance the strength of the treatment processes while optimizing chemical dosages and minimizing overall treatment costs (while maintaining a humane approach), with the Agreement to commence February 1, 2023 and continue through September 30, 2023; and

WHEREAS, the financial contribution by PVWC to cover USDA's expenses for USDA to perform the tasks outlined in the Agreement, for the duration of the Agreement, is in the amount of \$13,016.00 as set forth in in the section entitled "Financial Plan" to the Agreement; and

WHEREAS, the Agreement has been reviewed by the Executive Director, Director of Engineering, and Director of Purchasing, and is recommended for acceptance; and

WHEREAS, a copy of the Agreement and other relevant correspondence is attached hereto and made a part hereof as **Exhibit A**; and

WHEREAS, PVWC has determined that the public health, safety, and welfare of its Customers can best be protected by entering into an Agreement authorized under the Uniform Shared Services and Consolidation Act, of the Laws of 2007, Chapter 63, effective April 3, 2007 (the "Act") N.J.S.A. 40A:65-1 through 40A:65-35, as amended, to provide the Services; and

WHEREAS, N.J.S.A. 40A:11-5(2) provides an exception under the Local Public Contracts Law for contracts entered into with the United States of America, the State of New Jersey, County, or municipality, or any board, body, office, agency, or authority thereof; and

WHEREAS, PVWC's Chief Financial Officer has certified, with respect hereto, that funds are currently available for said purpose and said certificate is attached hereto as **Exhibit B.**

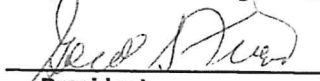
NOW, THEREFORE, BE IT RESOLVED, by Passaic Valley Water Commission, in the County of Passaic, New Jersey:

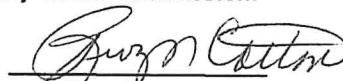
1. That the Agreement in the total amount set forth hereinabove in connection with the above described Services is hereby awarded to USDA; all as set forth hereinabove; and
2. That the appropriate Officers and Employees of PVWC are hereby authorized to perform such acts and execute such documents as are consistent herewith, in order to implement the terms and intentions of this Resolution and the Agreement as set forth hereinabove.

RECORD OF COMMISSION VOTE ON FINAL PASSAGE

	AYE	NAY	ABSTAIN	ABSENT
SANCHEZ, R.	X	—	—	—
COTTON, R.	X	—	—	—
DEPADUA, C.	X	—	—	—
KOŁODZIEJ, J.	X	—	—	—
LEVINE, J.	X	—	—	—
VAN RENSALIER, R.	X	—	—	—
FRIEND, G.	X	—	—	—

Adopted at a meeting of Passaic Valley Water Commission.


President
GERALD FRIEND


Secretary
RUBY N. COTTON

This Resolution, when adopted, must remain in the custody of the Administrative Secretary.

CERTIFICATION

I, LOUIS AMODIO, Administrative Secretary of the Passaic Valley Water Commission in the County of Passaic, and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy thereof of the foregoing Resolution duly passed and adopted by a majority of a legal quorum of the full membership of the Passaic Valley Water Commission at its duly noticed and convened meeting of the said Commission on February 22, 2023.

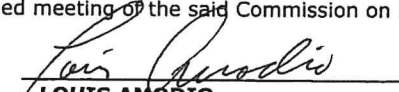

LOUIS AMODIO
Administrative Secretary

EXHIBIT A

(7/2019 version)

WS Agreement No: 23 7234 8056 RA

WBS Element: AP.RA.RX34.72.0099

COOPERATIVE SERVICE AGREEMENT
between
PASSAIC VALLEY WATER COMMISSION (PVWC) (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – AUTHORITY

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 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 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services 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.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. 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 on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following, Wendy Simone, as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.
Wendy Simone, Water Superintendent
PVWC
800 Union Boulevard, Totowa, New Jersey
973-237-2044
wsimone@PVWC.com
2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. 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.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.
Aaron Guikema, State Director
USDA APHIS WS Program in New Jersey
140 C Locust Grove Road, Pittstown, NJ 08867
908-735-5654

Aaron.T.Guikema@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That 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.
4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

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 – NON-EXCLUSIVE SERVICE CLAUSE

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 8 – CONGRESSIONAL RESTRICTIONS

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 – LAWS AND REGULATIONS

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.

ARTICLE 10 – LIABILITY

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 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on February 1, 2023 and shall continue through September 30, 2023, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. 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 60 days prior to effecting such action. Further, in the event the Cooperator 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.

Cooperator's Tax ID No.: 22-6002470
APHIS-WS's Tax ID: 41-0696271

COOPERATOR

PVWC Representative

Date

PVWC

800 Union Boulevard, Totowa, New Jersey

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

Aaron Guikema, State Director

Date

USDA, APHIS, WS

140C Locust Grove Road, Pittstown, NJ 08867

WORK PLAN

In accordance with the Cooperative Service Agreement between PVWC and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

The USDA is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for APHIS-WS are the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 USCA 8353). 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 approach 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, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Program Objective

The wildlife damage management program at PVWC will be directed primarily at reducing human health and safety risks and property damage associated with Canada geese (*Branta canadensis*).

Plan of Action

Canada goose presence on PVWC property(s) can negatively impact the quality of life for residents, patrons and/or employees. Geese can affect human health and safety through disease concerns associated with feces, aggressive behavior when defending nests or young, and hazards when on roadways or near airports. Additionally, geese can cause damage to property and natural resources through overgrazing of vegetation and accumulation of feces in bodies of water.

APHIS-WS wildlife biologists and specialists, who have been trained in wildlife damage management, will conduct nest and egg management (egg addling), population monitoring, and capture and euthanasia of resident Canada geese.

Egg addling inhibits reproduction to prevent local population growth and reduce problems with localized overpopulation. APHIS-WS will conduct treatment and/or removal of Canada goose nests and eggs throughout the nesting season, typically March through May.

Population monitoring may occur throughout the length of the agreement. Population monitoring can include post-nesting and pre-capture surveys, migratory goose population surveys, and/or surveys of mute swans, feral geese, and feral ducks.

Capture and euthanasia of resident Canada geese will occur one day during the molt period in June or July. APHIS-WS and PVWC will determine if other capture methods are appropriate outside of the molt period, such as cannon nets, bow nets, or other proposed methods. Birds are

ethanized in accordance with recommendations by the American Veterinary Medical Association and APHIS-WS policy. When applicable, APHIS-WS will sample and test euthanized birds for research purposes. APHIS-WS will dispose of birds as permitted by the U.S. Fish and Wildlife Service (USFWS) by burial, incineration 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 final report to PVWC summarizing Canada goose management pursuant to this agreement no later than September 30, 2023.

APHIS-WS and PVWC Agree

1. PVWC will coordinate with APHIS-WS before responding to media, public requests, or posting information to social media pertaining to wildlife damage management activities. PVWC will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS-WS will conduct activities designated in the Work Plan only on the property(s) of PVWC, unless written permission has been obtained through a Work Initiation Document for Wildlife Damage Management (WS Form 12A) to conduct similar activities on neighboring properties.
3. PVWC certifies non-lethal Canada goose management techniques have been utilized on their property(s) prior to this agreement and will continue non-lethal techniques. Non-lethal techniques include, but are not limited to, harassment, exclusion, habitat modification, visual deterrents and/or egg addling.
4. PVWC has implemented a no feeding policy on their property(s).

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$ 7,261.00
Travel		\$ 1,743.00
Vehicles		\$ 980.00
Other Services		\$ -
Supplies and Materials		\$ 253.00
Equipment		\$ -
Subtotal (Direct Charges)		\$ 10,237.00
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$ 1,126.00
Indirect Costs	16.15%	\$ 1,653.00
Aviation Flat Rate Collection		\$ -
Agreement Total		\$ 13,016.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed \$13,016.		
APHIS-WS costs are not based on number of nests found or birds captured but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended should activities be deemed unnecessary.		

Financial Point of Contact/Billing Address:

PVWC

Name: _____

Address: _____

Phone Number: _____

Email: _____

APHIS-WS New Jersey State Office

Lisa Spinelli, Budget Analyst
 140 C Locust Grove Road
 Pittstown, NJ 08867
lisa.l.spinelli@usda.gov
 908-735-5654

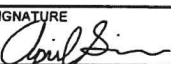
Purchase orders, if applicable, should be submitted to APHIS-WS contact above.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0579-0335. The time required to complete this information collection is estimated to average .083 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

OMB Approved
0579-0335
EXP. XX/XXXX

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

WORK INITIATION DOCUMENT FOR
WILDLIFE DAMAGE MANAGEMENT

SECTION 1	1. WORK INITIATION DOCUMENT NUMBER				2. STATUS ☐ NEW ☒ RENEWAL			
	3A. TYPE OF WORK INITIATION DOCUMENT (mark all that apply)						3B. ASSIGN TO THESE SPECIAL GROUPS	
	☒ PRIVATE PROPERTY ☐ NON-PRIVATE PROPERTY ☐ TEMPORARY/CIVIL ☐ ADJACENT LANDOWNER ☐ AMENDMENT TO AN EXISTING WORK INITIATION DOCUMENT						(1) (2) (3) (4)	
SECTION 2	4. COOPERATOR NAME (last, first, MI) Simone, Wendy							
	5. COOPERATOR MAILING ADDRESS 800 Union Blvd, Totowa, NJ 07512							
	6. COMMON NAME Passaic Valley Water Commission				7. COOPERATOR TELEPHONE NUMBER 973-237-2044			
	8. OWNER OR REPRESENTATIVE NAME (if different from Cooperator)				9. OWNER OR REPRESENTATIVE TELEPHONE NUMBER			
SECTION 3	10. OWNER OR REPRESENTATIVE ADDRESS (if different from Cooperator)							
	11. PROPERTY / LAND CLASS INFORMATION				12. ADJOINING PROPERTY WID NO.'s		13. TARGETED SPECIES	
	A. Passaic	Passaic Vall	Private	attachment	A.	A. Geese, Canada	F.	
	B.				B.	B. Swana, Mute	G.	
	C.				C.	C. Geese, Feral	H.	
	D.				D.	D. Ducks, Feral	I.	
	E.				E.	E. Ducks, Mallards	J.	
SECTION 4	STATE NJ				TOTAL ACRES		attachment	
	14. There are additional targeted species (complete and attach WS Form 12 Addendum)							
	15. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Item 13 (and Item 14 if applicable), I, the undersigned Cooperator or Cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices (COMPONENTS):							
	A. Car/truck		B. Boat		C. Hand tools			
D. Handcaught/gathered		E. Traps, drive		F.				
SECTION 5	16. There are additional components (complete and attach WS Form 12 Addendum)							
	17. I, the Cooperator or Cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS (to include its officers, employees, and agents) will exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 13 (and Item 14, if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS, WS, will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS WS will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data.							
SECTION 6	18. In consideration of these understandings and of the benefits to be derived, I, the Cooperator or Cooperator's representative, agree to take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 13 (and Item 14, if applicable), unless such use of said toxicant is agreed to by APHIS in writing.							
19. SPECIAL CONSIDERATIONS Mute swans will only be surveyed.								
20A. LANDOWNER, LESSEE, OR ADMINISTRATOR NAME AND TITLE				20B. SIGNATURE			20C. DATE	
21A. APHIS REPRESENTATIVE NAME April Simnor				21B. SIGNATURE 			21C. DATE 12/29/2022	
21D. APHIS REPRESENTATIVE TELEPHONE NUMBER 908-256-4417				21E. STATE OFFICE ADDRESS 140C Locust Grove Road, Pittstown, NJ 08867				

WS FORM 12A
AUG 2017

PREVIOUS EDITION MAY BE USED.

PRIVACY ACT NOTICE

5 U.S.C. 552a(e)(3) requires that each agency that maintains a system of records provide each individual from whom the agency solicits information with the following information.

AUTHORITY FOR REQUESTING INFORMATION

7 U.S.C. 8351 to 8353, and 16 U.S.C. 667, authorizes officers, agents, and employees of the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) to conduct a program of wildlife services and to enter into agreements with States, local jurisdictions, individuals, and public and private agencies, organizations, and institutions for the purpose of conducting such services.

NATURE OF YOUR DISCLOSURE OF INFORMATION

Disclosure of information solicited by USDA, APHIS, Wildlife Services is voluntary.

PRINCIPLE PURPOSE FOR WHICH THE INFORMATION IS SOLICITED

Information is solicited from you for the purpose of executing and implementing agreements for control of wildlife damage.

ROUTINE USES WHICH MAY BE MADE OF THE INFORMATION

- (1) To cooperative Federal, State, Tribal, and local government officials, employees, or contractors and other parties as necessary to carry out the program; and other parties engaged to assist in administering the program. Such contractors and other parties will be bound by the nondisclosure provisions of the Privacy Act. This routine use assists the agency in carrying out the program, and thus is compatible with the purpose for which the records are created and maintained;
- (2) To the appropriate agency, whether Federal, State, local, Tribal, or foreign, charged with responsibility of investigating or prosecuting a violation of law or of enforcing, implementing, or complying with a statute, rule, regulation, or order issued pursuant thereto, of any record within this system when information available indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and either arising by general statute or particular program statute, or by rule, regulation, or court order issued pursuant thereto;
- (3) To the Department of Justice when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee, or the United States, in litigation, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice is deemed by the agency to be relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the Department of Justice is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (4) For use in a proceeding before a court or adjudicative body before which the agency is authorized to appear, when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee, or the United States, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the agency determines that use of such records is relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the court is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (5) To appropriate agencies, entities, and persons when the agency suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; the agency has determined that as a result of the suspected or confirmed compromise, there is a risk of harm to economic or property interests, a risk of identity theft or fraud, or a risk of harm to the security or integrity of this system or other systems or programs (whether maintained by the agency or another agency or entity) that rely upon the compromised information; and the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the agency's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm;
- (6) To USDA contractors, partner agency employee or contractors, or private industry employed to identify patterns, trends, or anomalies indicative of fraud, waste, or abuse;
- (7) To land management agencies, such as the Bureau of Land Management and the U.S. Fish and Wildlife Service, relating to wildlife damage on grazing allotments;
- (8) To consumer reporting agencies in accordance with 31 U.S.C. 3711(e);
- (9) To Federal, State, Tribal, and local regulatory agencies and their employees and contractors who collaborate with Wildlife Services in implementation of, or agencies that regulate, wildlife management projects or programs, or who have an interest in, or regulate, animal or public health, or national security;
- (10) To Federal or State Government-level representatives of the U.S. Environmental Protection Agency, in compliance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) mandate (7 U.S.C. 136), of the location on a cooperator's property where certain regulated pesticide devices are deployed or regulated pesticides are applied; and
- (11) To the National Archives and Records Administration (NARA) or to the General Services Administration for records management inspections conducted under 44 U.S.C. 2904 and 2906.

EFFECTS OF FAILURE TO FURNISH INFORMATION

Failure to provide the solicited information will not subject you to penalties or adverse consequences.

**Instructions for Completing WS Form 12A,
Work Initiation Document For Wildlife Damage Management**

NOTE: A WS Form 12A Work Initiation Document (WID) is required to be signed by a Cooperator for all properties worked by Wildlife Services (WS). The WID and the WID agreement in WS Management Information System (MIS) expire 5 years after the Cooperator signature date. To renew a WID agreement for another 5 years, a new WS Form 12A is required to be signed by the Cooperator, and everything on the WID agreement in MIS must match the corresponding items on the WS Form 12A.

NOTE: An expanded and detailed set of instructions for the WID is available in MIS. Employees should study the detailed version until familiar with completing the WID.

SECTION 1 – Basic WID Identification and Type

1. Entering the WID document number is optional. Contact your MIS Data Technician to obtain this number if one is needed.
2. Mark only one box, selecting New (agreement) or Renewal (of existing agreement).
3. A WID may have more than one type of work characteristic. Mark all applicable boxes indicating this WID's type of work.

SECTION 2 – Cooperator Information

4. Enter the name of the Cooperator as it appears on the Cooperative Service Agreement, Cooperative Service Field Agreement, Memorandum of Agreement or Understanding, or as it appears in the Cooperator's business references.
5. Enter the Cooperator's mailing address with street or P.O. box, city, state, and ZIP code. This may be the permanent address, mailing address, home address, or business/office address.
6. Enter the common name of the Cooperator's business, farm, or ranch, if applicable.
7. Enter the Cooperator's telephone number including the area code. It may be a landline or mobile telephone number.
8. Enter the name of the owner or Cooperator's representative if it is different from the Cooperator's name.
9. Enter the property owner's or property owner representative's telephone number including area code.
10. Enter the property owner's address (or property owner representative's work address if this is a business or a non-private agreement), including the ZIP code. If the Cooperator's address in Item 5 is also the owner's address, skip this step.

SECTION 3 – Property Information, Location of Work, and Species Being Addressed

11. In this subsection, record the state and counties for the site(s) where the work is being performed for the cooperator. Include for each property the land class being worked on and the number of acres for the land class. Usually, only one land class can be recorded per property. If there is more than one land class on a property, identify each of them separately (e.g. Property: Smith #1, Land Class Private; Smith #2, Land Class County/City). Record the total acres by summing all entries in the "Acres" column.
12. If the WID allows work on an adjoining property as part of the project, additional WIDs signed by the adjoining landowners/ managers must be obtained. The WID document numbers for the adjoining properties go in this subsection. If WID numbers are not assigned, list the name of the other land owners/managers instead of numbers.
13. List the full common names of the targeted species as found in MIS. Review MIS Reference Files for accuracy.
14. If more than 10 species are targeted, mark this box and list the additional species on WS Form 12 Addendum. The WS Form 12A also requires an original signature. Ensure the WS Form 12 Addendum is attached to this WS Form 12A.

SECTION 4 – Component Use Information

15. List the components that will be used in the project. They must be annotated exactly as they appear in the MIS component list. Do not list any activities (e.g., shooting, trapping, etc.).
16. If more than six components are entered, mark this box and list the additional components on WS Form 12 Addendum. The WS Form 12 Addendum also requires an original signature. Ensure the addendum is attached to this WS Form 12A.

Section 5 – Work Initiation Considerations, WS Responsibilities

17. The Cooperator is required to read this section, or alternatively have it read to him/her, before signatures are affixed to the WID.

Section 6 – Work Initiation Considerations, Cooperator Responsibilities

18. The Cooperator is required to read this section, or alternatively have it read to him/her, before signatures are affixed to the WID.
19. **Special Considerations** - If any special considerations are agreed to for this project, enter them in Item 19. They may also be entered in the MIS in the Agreement Remarks or the Property Comments fields.
- 20, 21. **Signatures/Dates** – To complete the form, both the Cooperator's authorized signer and the APHIS Representative (WS employee) print their names, sign in ink, and date the WS Form 12A. The WS employee also enters a contact telephone number and the State Office's address.

The WS employee is responsible for ensuring the Cooperator or authorized representative receives a copy of the WS Privacy Act Notice.

EXHIBIT B

OFFICE OF THE COMPTROLLER

CERTIFICATION OF AVAILABILITY OF FUNDS

It is hereby certified that subject to Commission approval of future Budgets, with respect to multi-budget year contracts, there are or will be sufficient available funds for expenditures to be incurred as result of any contract or commitment to be entered into by Passaic Valley Water Commission as follows:

Description of Project or Contract: Cooperative Services Agreement for Canada Goose Damage Management Project (USDA) Agreement 22 7234 8056 RA from February 1, 2023 – September 30, 2023

Amount of Project or Contract: \$ 13,016.00

1. Acct: # 001-2002-423-40-21 Grounds keeping

Specific Appropriation to which expenditures will be charged: Budget 2023

Other comments: Eight (8) Month Contract Commencing: February 2023

Date of Certification: February 22, 2023 - Certified: \$ 13,016.00

Yitzchak Weiss
Comptroller and Chief Financial Officer

YW:lb
