

Zion Landfill Bird Monitoring and Control Plan

The Zion Landfill (Landfill) has historically maintained a Cooperative Service Agreement (Agreement) with the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS) to assist in reducing potential disease threats, property damage, and nuisance issues caused by birds and other wildlife potentially attracted to the Landfill as a food source. The Landfill relies on APHIS WS to implement an integrated wildlife damage management program to reduce these threats and to maintain wildlife populations as an acceptable level.

The Landfill will continue to maintain the Agreement, in same or similar form, during the operation of the Landfill Expansion. A copy of the current Agreement with APHIS WS is provided in this Plan, outlining the monitoring and control procedures to be implemented by APHIS WS and the scope of assistance or effort required from the Landfill.

COOPERATIVE SERVICE AGREEMENT
between
ADVANCED DISPOSAL SERVICES ZION LANDFILL, INC (ADS)
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 (Agreement) is to assist ADS with reducing potential disease threats, property damage, and nuisance issues caused by extremely high numbers of birds and other wildlife attracted to the site as a food source. APHIS WS will implement an integrated wildlife damage management program to reduce these threats and maintain wildlife populations at an acceptable level and assist with resolving other wildlife damage as requested and as funds allow.

ARTICLE 2

APHIS WS has statutory authority under 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), 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 ADS mutually agree:

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

ADS
James Lewis, General Manager
701 Green Bay Rd.
Zion, IL 60099
847-599-5910 (office)
847-746-0666 (fax)

APHIS WS
Scott Beckerman, State Director
USDA, APHIS, WS
3430 Constitution Drive
Suite 121
Springfield, Illinois 62711
(217) 241-5726 (office)
(217) 241-6702 (fax)

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

ADS agrees:

1. To authorize APHIS WS to conduct direct control activities to implement an integrated bird damage management program to reduce potential threats to human health and safety, property damage, and maintain bird numbers at an acceptable level. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by ADS. ADS 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). ADS will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The ADS 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 ADS 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 including supervision of APHIS WS personnel and APHIS WS activities.

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 related to APHIS WS.
8. That APHIS WS will obtain the appropriate permits for removal activities for protected wild animals causing conflicts at the facility.
9. To provide an indoor working space to complete necessary paperwork.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at ADS as described in the Work and Financial Plans.
2. Designate to ADS the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill ADS 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 ADS shall have the right to inspect and audit such records.
4. Equipment and/or Materials shall be suitable for the Work and procured to complete wildlife damage management activities specifically requested by ADS and to perform agency mandated administrative requirements. Any equipment used by APHIS WS for Work shall be in good working order, properly licensed and registered, and operated with all appropriate safety precautions and pursuant to any permit and license. The Work herein provided for shall be performed and furnished by APHIS WS as an independent entity and under the sole supervision, management, direction and control of APHIS WS in accordance with the terms and conditions of this Agreement. APHIS WS shall have full control over employees APHIS WS may see fit to employ to assist in performance of this Agreement including, but not limited to, the hiring, firing and supervision of any such employees of APHIS WS. All work shall be completed in a good, workmanlike and lawful manner. APHIS WS further agrees that the work to be performed by APHIS WS shall meet with the approval of ADS engineers or designated representatives, but the detailed manner and method of completing work shall be under the control of APHIS WS.
5. To coordinate with ADS before responding to all media requests involving ADS.

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

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

ADS Taxpayer Identification Number (TIN): 36-4349388

US Department of Agriculture, DBA APHIS WS (TIN) 41-0696271

ADVANCED DISPOSAL SERVICES ZION LANDFILL, INC:

BY: James A. Lewis 7/17/19
James Lewis, General Manager Date
ADS
701 Green Bay Rd.
Zion, IL 60099
847-599-5910 (office)

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

BY: Scott Becker 7-18-2019
Scott Beckerman, State Director Date
USDA, APHIS, WS
3430 Constitution Drive
Suite 121
Springfield, IL 62711
(217) 241-5726 (office)
(217) 241-6702 (fax)

BY: Willie D. Harris 7/19/19
Ken Willie D. 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. 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.

Purpose

The purpose of this Agreement is to assist ADS with reducing potential disease threats, property damage, and nuisance issues caused by extremely high wildlife populations attracted to the site as a food source. APHIS WS will implement an integrated wildlife damage management program to reduce conflicts within the facility. Assistance for 'urban rodents' as defined in WS Directive 2.345 is not being provided.

Planned APHIS WS Activities

APHIS WS will assist ADS with developing and implementing an integrated wildlife damage management program. The primary species of wildlife causing conflicts are gulls (ring-billed and herring), European starlings, turkey vultures and other wildlife. The overall objective of an integrated wildlife damage management program is to reduce and maintain avian and mammalian wildlife populations at safe and acceptable levels. In selecting wildlife damage management methods, all known management approaches and alternatives will be analyzed and implemented in the site specific wildlife management plan as appropriate. APHIS WS may assist with resolving other wildlife damage as requested and as funds allow. Additionally, Technical Assistance will be provided to ADS as well as off-site cooperators to increase the effectiveness of the program and further reduce long term conflicts. The fate and/or disposition options of wildlife taken will be dispersed and euthanized as determined necessary.

To reduce damage threats and conflicts at ADS, APHIS WS will implement a combination of techniques that have proven to be highly effective at reducing conflicts at many landfill and waste transfer stations throughout the United States. These techniques include, but are not limited to harassment and hazing using pyrotechnics, static scare devices, lasers and effigies, lethal reinforcement (shooting) to improve the efficacy of the harassment efforts, trapping, and limited chemical/pesticide applications as appropriate. The efficacy of the management program will be monitored using point count surveys. Point count data will be collected at both the

landfill and in the surrounding community; these data will provide a representation of the population of birds using the landfill and surrounding areas. Data collected will be presented in annual reports to the ADS.

Effective Dates:

The cooperative agreement shall become effective on August 1, 2019 and shall expire on July 31, 2022.

**ATTACHMENT B
FINANCIAL PLAN**

	PY2019-20	PY2020-21	PY2021-22
Personnel Costs	\$73,367	\$73,367	\$73,367
Vehicle Fuel/Repair	\$7,000	\$7,000	\$7,000
Supplies/Equipment	\$3,000	\$3,000	\$3,000
Subtotal (Direct Costs)	\$83,367	\$83,367	\$83,367
Pooled Job Costs (11%)	\$9,170	\$9,170	\$9,170
Indirect Costs (16.15%)	\$13,463	\$13,463	\$13,463
TOTAL COST PER PROJECT YEAR	\$106,000	\$106,000	\$106,000

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$106,000 per Project Year 2019-2020, 2020-2021, or 2021-2022 for a total of \$318,000. APHIS WS staff may be compensated at regular time, night-time-differential, and/or overtime pay rates in accordance with programmatic Directives to accomplish the purpose of this agreement.

Financial Point of Contact

ADS: Patty Shebesta
Name to call for billing questions

(847) 599-5921
Phone

APHIS WS: Jessica Little, Budget Analyst
Name to call for billing questions

(217) 241-5728
Phone

ADS Billing Address
701 Green Bay Rd.
Zion, IL 60099

