

EXHIBIT 2

DEER POPULATION COOPERATIVE SERVICE AGREEMENT AND SURVEY FINDINGS

COOPERATIVE SERVICE AGREEMENT (CSA)
between
TOWNSHIP OF MOUNT LEBANON
and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this CSA is to cooperate in a wildlife damage management project, as described in the WORK PLAN on the following page.

ARTICLE 2

APHIS WS has statutory 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), for the Secretary of Agriculture to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations and institutions in the control of wild mammals and birds that are reservoirs for zoonotic diseases or are injurious or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife and public health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. The Cooperator will reimburse the U.S. Department of Agriculture the sum of **\$2,313** to cover the costs as outlined in the FINANCIAL PLAN. Payment will be made by check payable to "USDA APHIS" by a mutually agreed upon date.
3. The Cooperator 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 and upon termination of the CSA any unexpended funds will be retained by APHIS WS and used on similar program activities.
5. All activities will be conducted in accordance with applicable Federal, State, and local laws and regulations.
6. 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 CSA.
7. The Cooperator certifies that wildlife management options, including the use of services provided by the private sector, have been carefully considered. After considering these options, the Cooperator requests that APHIS WS provide its services under the stated terms of this CSA.
8. The performance of wildlife damage management actions by APHIS WS under this CSA 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 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

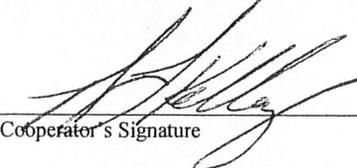
APHIS assumes no liability for any actions or activities conducted under this CSA except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401 (b), and 2671-2680).

ARTICLE 6

The CSA shall become effective April 1, 2006 and shall continue in effect until May 31, 2006. This CSA may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not deposit necessary funds, APHIS WS is relieved of the obligation to provide services under this CSA.

COOPERATOR

Thomas Kelley, Director of Public Works
710 Washington Road
Pittsburgh, PA 15228
(412) 343-3869

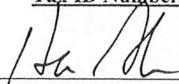

Cooperator's Signature

4/16/06
Date

Tax ID Number 25-6002218

USDA APHIS WS

Harris Glass, State Director
USDA APHIS WS
PO Box 60827
Harrisburg, PA 17106-0827
(717) 236-9451


State Director's Signature

4-18-06
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. The primary authorities for Wildlife Services (WS) are the Act of March 2, 1931, as amended (46 Stat. 1468; 7 U.S.C. 426-426b) and the Act of December 22, 1987 (101 Stat. 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 WS program uses an Integrated Wildlife Damage Management (IWDM) approach (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 WS Program Final Environmental Impact Statement. 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: White-tailed deer

Description of Damage: Overabundance of white-tailed deer are causing threat to human health and safety by colliding with and damaging vehicles. Additionally, deer are causing significant damage to ornamental flowers and trees and creating unsanitary conditions associated with fecal accumulation.

Location: Township of Mount Lebanon, PA

Services Provided: WS biologists/technicians will conduct three deer surveys on mutually agreed upon dates from April, 2006 to May, 2006. Surveys will be conducted using night vision, infrared, and spotlights. Deer numbers, locations, behavior, and other relevant observations will be recorded on GIS maps. Additionally, the survey routes will be recorded using GPS units. Activities will be conducted with regular and overtime hours worked as necessary to accomplish the objectives of the program.

AMENDMENT
To The
COOPERATIVE SERVICE AGREEMENT (CSA)
Between
TOWNSHIP OF MOUNT LEBANON (TOWNSHIP)
and
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

Under the provision of Article 12, TOWNSHIP and APHIS WS hereby mutually agree to revise Cooperative Service Agreement number 06 7242 9105 TF.

WORK PLAN

This CSA will amend the effective date, whereby extending the expiration date until July 31, 2006. This CSA may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not deposit necessary funds, APHIS WS is relieved of the obligation to provide services under this CSA.

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.

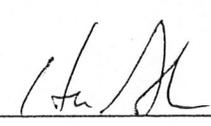
COOPERATOR

Thomas Kelley, Director of Public Works
Mount Lebanon Township
710 Washington Road
Pittsburgh, PA, 15228

 5/16/06
Date
Tax ID Number: 25-6002218

USDA APHIS WS

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

 5-22-06
Date

FINANCIAL PLAN

Personnel Costs	\$1,664
Vehicle Usage	\$225
Equipment/Supplies	\$20
Uniform/Equipment Capitalization Cost	\$96

Program Services	\$308
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TOTAL COST \$2,313

The distribution of the Budget from this project FINANCIAL PLAN may vary as necessary to accomplish the purpose of this CSA but may not exceed the TOTAL COST of **\$2,313**.

Financial Point of Contact

Cooperator:	<u>Thomas Kelley</u>	<u>412-343-3869</u>
	Director of Public Works	Phone
APHIS WS:	<u>Sandra Vinson</u>	<u>717-236-9451</u>
	Budget Analyst	Phone



United States
Department of
Agriculture

Animal and
Plant Health
Inspection
Service

Wildlife
Services

PO Box 60827
Harrisburg, PA 17106
(717) 236-9451
(717) 236-9454 Fax

BILL FOR COLLECTION

COOPERATOR	
Thomas Kelley, Director of Public Works Township of Mount Lebanon 710 Washington Road Pittsburgh, PA 15228	
Telephone:	412-343-3869

Bill Number	BD 72426999
Vendor Code	256002218
Agreement No.	0672429105 TF
Billing Date	9/6/2006
Payment Due	10/6/2006

Dates of Service

Apr. - Jul. 2006

DESCRIPTION	AMOUNT
<i>For Services Provided Per Cooperative Service Agreement</i>	

\$2,313.00

TOTAL DUE:	\$2,313.00
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**PLEASE INCLUDE A
COPY OF THIS BILL
WITH YOUR PAYMENT**

ACCOUNT SUMMARY		
For internal use only	683-7242-776	\$2,313.00
Total		\$2,313.00

NEW INFORMATION ABOUT HOW TO PAY

Please remit payment within 30 days to **USDA, APHIS WS**
PO Box 60827
Harrisburg, PA 17106-0827

PAYMENTS MUST INCLUDE A COPY OF THIS BILL

Make checks payable to: **USDA-APHIS**
Please write your Bill Number on your check.

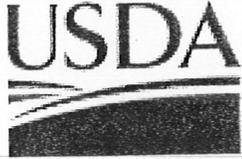
To pay with a credit card (VISA, MasterCard, American Express, or Discover), please call the Accts. Receivable Helpline at 1-877-777-2128.

For questions concerning this bill, please contact:
Sandy Vinson (717) 236-9451

In accordance with the Debt Collection Improvement Act of 1996, invoices issued by USDA-APHIS are due and payable within 30 days. Payments not received by the due date are subject to late payment charges assessed at the rate established by the Dept. of Treasury (31 USC 3717).

For overnight delivery, send payment to:
USDA, APHIS, Wildlife Services
Attn: Sandy Vinson
Farm Show Complex
Maclay Street Entrance, 2nd Floor
Harrisburg, PA 17110

Cooperator Copy Remittance Copy State Office Copy/Fax ART



APHIS Wildlife Services
4820 Route 711, Suite A
Bolivar, PA 15923

Phone: (724) 238-7320
Fax: (724) 238-7274

Thomas Kelley
710 Washington Road
Pittsburgh, PA 15228

September 6, 2006

Dear Mr. Kelley,

The Cooperative Service Agreement (CSA) between the Township of Mt. Lebanon and USDA APHIS Wildlife Services (WS) for the deer density surveys for 2006 has been completed. WS conducted 4 deer density surveys from 21 April – 27 July, 2006 using forward looking infrared (FLIR) technology. The following is the result of those 4 density surveys.

Deer density surveys using FLIR technology are conducted in a systematized, random pattern, with at least three unique survey events per project. The surveys were conducted between 2100 and 0500 hrs during a time period without rain and when wind was less than 15 mph. A randomly selected route was followed during each survey. One WS employee drove the truck at approximately 10 mph while the observer(s) search for deer and recorded sex, age (fawn v. adult), cover type, location, and the distance of the deer from the road. WS drove 160 total miles, covered approximately 3.1 sq. miles of township property and observed a total of 39 deer. The average deer density within the Township of Mt. Lebanon is 15 deer per sq. mile. Attached is a table displaying the data gathered during the deer surveys.

Fifteen deer per sq. mile is a relatively high number of deer to be living in an urban setting where there are is a high human population and automobiles. Based on an analysis of the habitat characteristics, human density, opportunities for recreational harvest, and conversations with PA Game Commission biologists, WS recommends that a deer reduction program be initiated to reduce deer density to 3-5 deer per square mile. Although some portions of Allegheny County may support 5 deer per square mile without significant impact, the Township of Mt. Lebanon may need to consider a lower density to reduce damage to property and deer-auto collisions.

These surveys, conducted based on survey methodology published by Dr. James Knoll in 1992, allow WS to report the density of deer per square mile of area surveyed based on the amount of mileage driven and the distance observations are made from the vehicle. The density calculation can be used to determine the severity of a problem, establish management goals and tactics, measure success/failure of management, and serve as a comparison for future surveys. If you should have any questions about the results or methodology used to generate these results, please feel free to contact us. We look forward to continued cooperation on your deer management challenge.

Sincerely,

Tony C. Roland
Wildlife Technician



Safeguarding American Agriculture
APHIS is an agency of USDA's Marketing and Regulatory Programs
An Equal Opportunity Provider and Employer

USDA APHIS Wildlife Services
 Deer Survey Summary
 for
 Mt. Lebanon Township

Date	Number Observed	Average Distance from road (yds)	Area surveyed (mi sq.)	Deer density estimate (n/mi sq.)	Buck:Doe Ratio
4/21/2006	5	9	0.19	25.7	1 : 1
				Average Density for the preceding month: 26	
5/31/2006	5	15	0.50	9.9	2 : 3
				Average Density for the preceding month: 10	
6/29/2006	19	21	1.46	13.0	3 : 6
				Average Density for the preceding month: 13	
7/27/2006	10	26	0.94	10.7	5 : 5
				Average Density for the preceding month: 11	