

EXHIBIT 5

USDA AGREEMENT FOR CULLING AND TRAPPING

1/31/2007



United States
Department of
Agriculture

Animal and
Plant Health
Inspection Service

Wildlife Services

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

January 31, 2007

Stephen Feller, Municipal Manager
Municipality of Mt. Lebanon
710 Washington Road
Pittsburgh, PA 15228-2018

Dear Mr. Feller:

Enclosed is a fully executed copy of the Cooperative Service Agreement between the Municipality of Mt. Lebanon and USDA Wildlife Services.

Please contact our office if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Vinson".

Sandra Vinson
Budget Analyst

Enclosure: Cooperative Service Agreement



Safeguarding American Agriculture

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

07 7242 8007 RTT
773 7242 051

COOPERATIVE SERVICE AGREEMENT (CSA)
between
MUNICIPALITY OF MT. LEBANON (MUNICIPALITY)
and
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 conduct an operational, white-tailed deer damage management program to reduce property damage and deer-vehicle collisions by managing within recommended Pennsylvania Game Commission local goals.

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 and injurious or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife and public health and safety.

ARTICLE 3

APHIS WS and MUNICIPALITY Mutually Agree:

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

MUNICIPALITY: Stephen Feller, Municipal Manager
Municipality of Mt. Lebanon
710 Washington Road
Pittsburgh, PA 15228-2018

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 CSA shall be the Municipal Manager (MUNICIPALITY) or his/her designated representative, the State Director (APHIS WS) or his/her designated representative, and/or those additional persons authorized and approved by the Municipal 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 CSA, to amend, modify, add or delete services from the WORK PLAN.

ARTICLE 4

MUNICIPALITY Agrees:

1. To authorize APHIS WS to conduct direct control deer damage management activities to reduce property damage, deer-vehicle collisions, and reduce disease risks. These activities are defined in the WORK PLAN (Attachment A). APHIS WS will be considered an invitee on the lands controlled by MUNICIPALITY as shown on the attached map provided by MUNICIPALITY (Attachment C). MUNICIPALITY will be required to exercise reasonable care to warn APHIS WS as to any known dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this CSA up to but not exceeding the amount specified in FINANCIAL PLAN, (Attachment B). MUNICIPALITY will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The MUNICIPALITY 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 MUNICIPALITY authorized individual whose responsibility shall be the coordination and administration of MUNICIPALITY activities conducted pursuant to this CSA.
4. To provide a MUNICIPALITY employee to assist with removal operations on each of the 8 days as well as conduct baiting at predetermined locations on a schedule developed in cooperation with APHIS WS. The employee will be responsible, on occasion if necessary, for dragging and field dressing deer, recording data, and assisting with the overall safety of the project.
5. 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.
6. MUNICIPALITY personnel will obtain written landowner permission and landowner's completion of the *Agreement for Control of Animal Damage (ADC form 12A)* whenever deer damage management activities are sought on private property. ADC form 12A's are agreements between the private property owner and APHIS WS to conduct deer control activities on said owner's private property.
7. APHIS WS shall be responsible for administration and supervision of the program.
8. All equipment purchased for the program is and will remain the property of APHIS WS.
9. To respond to all media requests. APHIS WS will assist MUNICIPALITY in responding to public and/or media inquiries requiring technical information regarding activities conducted under this CSA.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities at MUNICIPALITY as described in the WORK and FINANCIAL PLANS, and to provide all resources necessary for accomplishment of the program (except those items MUNICIPALITY agrees to provide as specified in Article 4), including personnel, equipment, supplies, and other support materials.
2. Designate to MUNICIPALITY the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this CSA.
3. To bill MUNICIPALITY for reimbursement of the actual costs incurred by APHIS WS during the performance of services agreed upon and specified in the WORK PLAN every 90 days. 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 CSA and MUNICIPALITY shall have the right to inspect and audit such records.
4. To coordinate with MUNICIPALITY prior to issuing any news release, advertisement, or literature of any kind or permitting the issuance of any news release, advertisement, or literature of any kind which refers to MUNICIPALITY or the services performed under this CSA. APHIS WS shall not issue any such release, advertisement, or literature without the express prior approval of MUNICIPALITY, its Municipal Manager, or her/his designated representative.
5. MUNICIPALITY shall have the right to use or permit the use of all estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, computations and other papers of any type whatsoever, whether in the form of writing, figures, or delineations, or any ideas or methods represented by them, which are prepared or compiled in connection with this CSA, for any purpose and at any time without other compensation than that specifically provided herein.
6. Travel expenditures shall occur according to Federal Travel Regulations (Chapter 301), and travel allowances for lodging (hotel receipts shall be retained) and per diem (food and toll receipts shall not be retained, and a standard daily rate will be charged) rates for Pittsburgh, PA shall be charged.

ARTICLE 6

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

ARTICLE 7

APHIS WS 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 (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 CSA or to any benefit to arise therefrom.

ARTICLE 9

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this CSA 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.

ARTICLE 10

MUNICIPALITY certifies that wildlife management options, including the use of services provided by the private sector, have been carefully considered. After considering these options, MUNICIPALITY requests that APHIS WS provide its services under the stated terms of this CSA.

ARTICLE 11

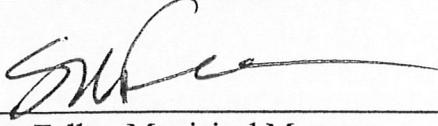
The performance of wildlife damage management actions by APHIS WS under this CSA is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make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

ARTICLE 12

1. This CSA may be amended at any time by mutual agreement of the parties in writing. Also, this CSA 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 30 days prior to effecting such action. The length of notice for unilateral termination may be longer or shorter if necessary. Further, in the event MUNICIPALITY does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this CSA.
2. According to this CSA, MUNICIPALITY may exercise the option to extend this CSA for the purpose of retaining APHIS WS direct control assistance, or contracts with APHIS WS in subsequent years or on an annual or periodic basis (as needed). It is understood by all parties that all serviceable equipment and nonexpendable materials purchased in connection with this CSA shall remain available for use as necessary in the conduct of such activities. Additional costs will be incurred only for personnel, travel (lodging and per diem), expendable supplies, administrative overhead, and any additional equipment deemed necessary by MUNICIPALITY and APHIS WS. A new FINANCIAL PLAN (Attachment B) would be presented to MUNICIPALITY for review prior to this option being exercised. Further, in the event MUNICIPALITY does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this CSA.

MUNICIPALITY OF MT. LEBANON:

By: _____


Stephen Feller, Municipal Manager
Municipality of Mt. Lebanon
710 Washington Road
Pittsburgh, PA 15228

1/26/07

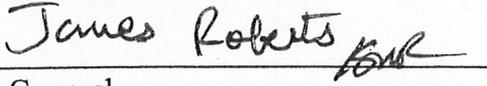
Date

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a TAXPAYER IDENTIFICATION NUMBER (TIN) for individuals or businesses conducting business with the agency.

Municipality of Mt. Lebanon TIN: 25-6002218

Approved as to Form:

Per: _____

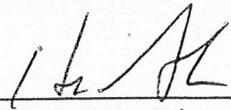

Counsel

1/26/07

Date

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

By: _____


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

1-31-07

Date

ATTACHMENT A
WORK PLAN FOR THE CONDUCT OF A DIRECT
CONTROL WILDLIFE DAMAGE MANAGEMENT PROGRAM
UNDER A COOPERATIVE SERVICE AGREEMENT (CSA)

between

MUNICIPALITY OF MT. LEBANON (MUNICIPALITY)

and

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

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 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 APHIS 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.

Planned USDA APHIS WS Activities

APHIS WS biologist/technicians will conduct white-tailed deer removal activities on property controlled by the municipality and as shown on the map attached (Attachment C) in accordance with the following terms and conditions:

- 1) Preliminary site visits will be conducted by APHIS WS biologist/technicians to determine safe and appropriate shooting locations and to become familiar with the area.
- 2) APHIS WS will notify MUNICIPALITY prior to any operational activities being conducted.
- 3) APHIS WS biologist/technicians will locate and shoot up to five days per week (Monday evening-Friday morning) during the term of this contract (excluding rifle deer season). This CSA is intended for one day of field preparation/investigation and 8 days of operational control activities (assuming 8 hour days). Additional days of operational control may be added as needed if allocated funding per the FINANCIAL PLAN (Attachment B) allows or Attachment B is amended to fund additional days.
- 4) APHIS WS will make a reasonable effort to conduct operational control activities. In the event of adverse or unsafe circumstances created by individuals who are not directly responsible for carrying out the terms of this CSA, APHIS WS will request and require that MUNICIPALITY provide additional (law enforcement/security) support to allow APHIS WS to conduct activities in a safe and efficient manner. In the event that MUNICIPALITY cannot provide adequate assistance, this CSA will be terminated and the appropriate costs accumulated by APHIS WS will be reimbursed by MUNICIPALITY.

- 5) Deer will be removed by use of suppressed rifles with high expansion ammunition along with the aid of elevated stands, vehicles, artificial light, night vision equipment, and forward-looking infrared (FLIR). Quick-kill head or neck shots will be used whenever possible to ensure humane and rapid death. Deer will be recovered and removed quickly to reduce the disruption of the immediate environment.
- 6) Deer will be removed using live capture traps in locations where firearms are deemed unsafe (as per APHIS WS discretion). Live capture traps will also be available for use on private property to avoid localized results. Once captured, deer will be humanely euthanized using a small caliber rifle.
- 7) Removal activities will occur between 9:00 PM and 6:00 AM. MUNICIPALITY preferences regarding days, time, location, and procedure will be adhered to when instructed by the Municipal Manager and his/her designated representative. The Municipal Manager will work with APHIS WS to ensure that said preferences do not prevent APHIS WS from fulfilling their obligations under this CSA.
- 8) Shooting of deer by APHIS WS personnel will take place from elevated positions.
- 9) Operational control (i.e., spotlighting and shooting) activities will be conducted with regular and overtime hours as necessary to accomplish the mission.
- 10) Wildlife removal will be approved and coordinated with the Pennsylvania Game Commission.

Effective Dates

The CSA shall commence on January 26, 2007 and shall expire on December 31, 2007.

ATTACHMENT B
FINANCIAL PLAN FOR THE CONDUCT OF A DIRECT
CONTROL WILDLIFE DAMAGE MANAGEMENT PROGRAM
UNDER A COOPERATIVE SERVICE AGREEMENT (CSA)

between

MUNICIPALITY OF MT. LEBANON (MUNICIPALITY)

and

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

Personnel Costs	\$11,008
Vehicle Usage	\$1450
Travel (lodging and per diem)	\$1,920
Supplies and Equipment (ammunition, batteries, deer processing, bait, etc)	\$2,130
Uniform Capitalization Cost	\$825
Program Support	\$2,666
TOTAL COST.....	\$19,999.00

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 **\$19,999.00**. Additional funds for processing may be necessary if more than 70 deer are removed from MUNICIPALITY.

If the CSA is terminated prior to project completion by either party, MUNICIPALITY would be invoiced for expenses incurred by APHIS WS up to the termination date.

Financial Point of Contact

MUNICIPALITY:	Stephen Feller Municipal Manager	412-343-3400
APHIS WS:	Sandra Vinson Budget Analyst	717-236-9451

Attachment C

MT. LEBANON, PENNSYLVANIA PARKS



- 1. Bird Park
- 2. Mt. Lebanon Park
- 3. Church Place Park
- 4. Country Club Park
- 5. Highland Terrace Park
- 6. Iroquis Park

- 7. Meadowcroft Park
- 8. Sunset Hills Park
- 9. Williamsburg Park
- 10. Rockwood Park
- 11. Robb Hollow Park
- 12. Hoodridge Park

- 13. Twin Hills Trails Park
- 14. McNeilly Park
- 15. Mt. Lebanon Golf Course
- 16. Beggs-Snyder Park
- 17. Pennsylvania Boulevard Park
- 18. Clearview Common