

GOOSE CONTROL TECHNOLOGY
A Division of Animal Damage Control Systems Inc.

SERVICE AGREEMENT - CALENDER YEAR 2011

THIS AGREEMENT is made as of March_____, 2011 **The Township of West Orange (Client)** whose address is **66 Main Street West Orange, NJ 07052** and **Goose Control Technology (Consultant/Contractor)**

In consideration of the mutual covenants contained in this agreement, Client and Contractor agree as follows:

1. **Services.** Consultant agrees to provide Client with the services necessary to legally abate and control nuisance-related Canada Geese problems on the subject property located at (all municipal park properties). Contractor agrees to perform such services under the terms and conditions set forth in this contract.

2. **Compliance with Law.** Consultant shall be responsible for obtaining a permit, on behalf of the Client, from the United States Fish and Wildlife Service ("USFWS"), or any other state or local permitting authority, if required. Said permit(s) shall authorize the Client as the permit holder, to engage in the lawful control, management and/or removal of Canada Geese located on the Property. Upon the issuance of the permit(s), Client shall be solely responsible for the permit(s) and shall keep same on the Premises at all times. Contractor will provide all relevant records and information necessary for Client to maintain the permit(s) and ensure compliance of same. Consultant's failure to obtain said permit(s) on behalf of the Client for reasons beyond the control of the Consultant shall not be deemed a breach of the terms and conditions of this Contract, but this agreement shall terminate and Consultant shall promptly return any fee received.

3. **Duties.** Contractor agrees to perform any and all services, pursuant to the terms of the permit(s) and all applicable federal, state and local regulatory guidelines, necessary to reduce and or eliminate the Canada Geese population from the subject Property. These services may include harvest management programs, habit management programs, hazing/harassment programs, nest treatment and, if deemed appropriate, removal and lawful disposal of Canada Geese. Contractor shall provide all equipment, materials and personnel necessary to facilitate any and all of these services. Upon Consultant's on-site evaluation, the parties agree that the specific services to be provided in this Contract are as follows:

Egg treatment @ 3 sites (eggs to be oiled) \$2,500

Permit facilitation/record keeping - no fee

Volunteer Management for nest identification - \$500

4. **Term.** The duration of this Agreement shall be for one year commencing on the date of execution, or as the parties to this Agreement shall otherwise agree.

5. **Compensation.** As compensation for the services performed under this Agreement, the Client shall pay Contractor the total sum of \$3,000.00 for permit processing and egg treatment, and volunteer management. Fifty percent (50%) of which shall be paid upon the execution of this Agreement and the balance upon completion of services.

6. **Access and Security.** Client agrees that Consultant shall have reasonable access to the Property for the purpose of performing such services as described herein. Client agrees to provide the security necessary to enable Contractor to perform its services and shall take all reasonable steps to prevent any interference by third parties in the abatement program. In the event that the Contractor cannot perform its services as a result of third party interference and through no fault of either party, Contractor shall be entitled to payment of one-half of the total sum of compensation due under the contract as provided in paragraph 5 of this Agreement.

6. **Force Majeure.** Except as otherwise provided in this Agreement, neither party shall be liable to the other for failure to perform its obligations under this Agreement due to fire, flood, strikes, or other industrial disturbances, accidents, war, acts of God or other causes beyond the reasonable control of the parties including changes in the law concerning Canada Geese control and abatement activities.

7. **Warranties and Representations.** Contractor agrees to provide conscientious, competent and diligent services and will take all reasonable and lawful steps to effectively abate the nuisance-causing geese. However, Contractor does not and cannot warrant any result or final outcome for the services that it performs herein.

8. **Relationship of Parties.** The parties intend that Contractor, in performing services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for other employers while Contractor is under contract with the Client. Contractor is not to be considered an agent or employee of Client and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that Client may provide for its employees.

9. **Liability.** Contractor shall take all precautions necessary for the safety of and prevention of damage to property on the Property and for the safety of and prevention of injury to persons, including Client's employees, Contractor's employees and third persons, on the Property. All work shall be performed entirely at Contractor's risk. Contractor agrees to carry, for the duration of this contract, public liability insurance in an amount, and with an insurer, acceptable to Client. **Consultant shall name the Client as an additional insured on any insurance policies in place. Consultant also agrees to release, indemnify and hold harmless the Client from any losses for bodily injury and/or property damage, including attorneys fees and expenses, arising out of or in any manner resulting from the services to be performed by the Consultant.**

Goose Control Technology

Dated: _____, 2011.

BY: S.J. Toth, Jr.
Principal Operating Officer

Township of West Orange

Karen J. Carnevale, Township Clerk

BY: Mayor Robert D. Parisi

Dated: _____, 2011.

**CANADA GOOSE REPRODUCTION CONTROL
VOLUNTEER PROGRAM
Township of West Orange
Amendment 1**

Introduction - The proposal presented below is the result an ongoing nuisance goose control program at the sites(s). The proposal is directed at the elimination of existing Canada goose reproduction utilizing the assistance of the Township of West Orange volunteers.

Recruitment, management and training of volunteers - The recruitment of volunteers who participate in the reproduction control program shall be the responsibility of the Township of West Orange, and shall be limited to no more then 20 volunteers. Volunteers during their participation in the program shall be considered employees of the Township of West Orange. On site management and training of volunteers shall be the responsibility of Goose Control Technology of NJ Inc.

Media relations - All press releases, or other interaction with the media related to this program shall be subject to the review and approval of both the Township of West Orange and Goose Control Technology of NJ Inc.

Volunteer Identification and Supplies - The Township of West Orange shall provide each participating volunteer with identification it deems needed, as well as all materials and supplies needed to mark nest sites and test eggs.

Volunteer Duties - Participating volunteer activities will be limited to the identification of Canada goose nest sites and the testing of egg viability. Volunteers will not treat eggs. This shall be done only by Goose Control Technology staff using oil. Volunteer work schedules, reporting and on-site activities shall be as directed by Goose Control Technology of NJ, Inc.

Separation from the Volunteer Program - Volunteers participating in the program serves at the pleasure of the Township of West Orange. Failure to comply with the guidelines presented in this proposal may result in separation from the program.

Duration of Services - Goose Control Technology will provide the services described in this proposal for a one-year period.

Approved by _____ Goose Control Technology of NJ, Inc.

Approved by _____ Township of West Orange Representative

RESOLUTION

WHEREAS, the Township currently has a contract with G-Tech, which entity is now known as Goose Control Technology of NJ Inc. ("Goose Control Technology"), for the control of nuisance-related Canada Geese and related health issues at Degnan Park, Stagg Field and the Oskar Schindler Performing Arts Center, and

WHEREAS, Goose Control Technology has been providing these services to the Township for ten (10) years; and

WHEREAS, the Township is desirous of retaining Goose Control Technology for the year 2011 to provide goose egg treatment at three (3) sites at \$2,500, and to coordinate a volunteer nest site identification program for a flat rate of \$500 and for a total contract amount not to exceed \$3,000; and

WHEREAS, the Township Engineer and the Health Officer reports that Goose Control Technology has performed in a satisfactory manner in the past;

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and hereby is authorized to execute the annexed agreement with Goose Control Technology for a term of one (1) year during 2011 and at a rate of \$3,000 for the following services: (a) three (3) egg treatments; and (b) to coordinate volunteer nest site identification program.

Karen J. Carnevale, Township Clerk

Sal M. Anderton, Council President

Adopted: February 8, 2011