



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

BUSINESS ADMINISTRATION  
STATE MILITARY RESERVATION  
4 PEMBROKE ROAD  
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaities, Major General  
*The Adjutant General*

Warren M. Perry  
*Deputy Adjutant General*

Phone: 603-225-1360  
Fax: 603-225-1341  
TDD Access: 1-800-735-2964

March 3, 2022

His Excellency Governor Christopher T. Sununu  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Military Affairs and Veterans Services to enter into a Cooperative Service Agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS) (vendor# 17729) to initiate a woodchuck control program on property located at the State Military Reservation located in Concord, NH from the period of Governor and Council approval through December 31, 2023. The maximum price for this agreement will not exceed \$2,485.00. **100% Federal Funds.**

Funds to support this agreement are available in the account titled ARNG Environmental Resources in FY 2022 and FY 2023 and are expected to be available in FY2024, upon the availability and the continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years through the Budget Office, without further Governor and Council approval, if needed and justified.

**02-12-12-120010-2262000 - Military Affairs and Veterans Services – ARNG Environmental Resources  
102-500731- Contracts for Program Services**

	<u>FY '22</u>	<u>FY '23</u>	<u>FY '24</u>	<u>Total</u>
ARNG Environmental Resources	\$406.00	\$1,242.54	\$836.46	\$2,485.00

**EXPLANATION**

This Cooperative Service Agreement is to initiate a woodchuck control program on property located at the State Military Reservation in Concord, NH. The State Military Reservation is overrun with woodchuck, a common species found throughout New Hampshire in a variety of habitats including fields, forests, hedgerows, and pastures. The woodchucks on the State Military Reservation are feeding upon wild lupine, a state threatened species and primary food source for the federal Endangered Karner Blue Butterfly. Subsequently there has been substantial loss of wild lupine in this habitat. The woodchuck population is not only consuming wild lupine but also significantly

His Excellency, Governor Christopher T. Sununu  
And the Honorable Executive Council  
March 3, 2022  
Page 2 of 2

preventing reproduction by focusing on eating the flowers and potentially consuming Karner blue butterfly Larva on the plants. To date, 23 woodchuck dens have been located on the State Military Reservation. The Department of Military Affairs and Veterans Services is required to restore habitat restoration for the Karner Blue Butterfly in accordance with the biological opinion issued by the US Fish and Wildlife Service (Formal Consultation Log # FY00-001 (F)) issued pursuant to the Federal Endangered Species Act.

The Department solicited for these services through the RFQ process. Four companies providing pest control services under statewide contracts were contacted along with the United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS). Of the four companies contacted that provide these services under statewide contracts, two stated they were unable to perform the services, one did not respond to the request for quote and one provided a quote of \$46,400. Guidance from the Contracting Manager from Department of Administrative Services Bureau of Purchasing and Property was that a waiver under NH RSA 21-I:17-c is not needed to utilize APHIS for these services because the Department was able to demonstrate through the RFQ process that the service can be provided by APHIS WS at a substantially lower cost than the vendors with Statewide contracts.

The contract has been approved for form, substance and execution by the Attorney General's Office

Respectfully submitted,



David J. Mikolaities  
Major General, NH National Guard  
The Adjutant General

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**NH Department of Military Affairs and Veterans Services (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 initiate a woodchuck control program on property located at the State Military Reservation in Concord NH. Wildlife damage management activities are needed to reduce woodchuck feeding upon and subsequent loss of wild lupine (*Lupinus perennis*), habitat identified as critically important for the life cycle of the Federally endangered Karner Blue Butterfly (*Lycaeides Melissa samuelis*). WS activities are described in the attached Work and Financial Plans.

**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. 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. Personnel authorized to attend meetings under this Agreement shall be the Cooperator or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the Cooperator, and the State Director.
5. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

#### **ARTICLE 4 - 2. COOPERATOR RESPONSIBILITIES**

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement:

Zach Boyajian, State Environmental Supervisor  
NH Department of Military Affairs and Veterans Services  
1 Minuteman Way  
Concord, NH 03301  
Phone: 603 227-1439  
[zachary.l.boyajian.nfg@army.mil](mailto:zachary.l.boyajian.nfg@army.mil)

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. The Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas. Cooperator to help coordinate and approve visits by APHIS beginning a week before proposed site visit. The Cooperator will facilitate access of APHIS on the lands controlled by the Cooperator.
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.

David Allaben, State Director, NH/VT Wildlife Services  
USDA, APHIS, WS  
59 Chenell Drive Suite 7  
Concord, NH 03301  
Phone: (603)223-6832  
david.j.allaben@usda.gov

2. To conduct activities at sites designated by the 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. APHIS will provide a proposed schedule of site visits a minimum of one week prior to any visits. APHIS will coordinate with the Project Manager two business days prior to of any site visits. APHIS will check in with any facilities points of contact provided by the Project Manager upon arrival and departure of the site
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 the Cooperator monthly 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.
5. To provide qualified personnel to initiate and conduct the control and assessment activities as outlined in the Work and Financial Plans in this agreement.
6. To administer the field control program through Federal supervision.
7. To help secure all necessary wildlife permits for conducting the integrated program.

8. To wear appropriate safety equipment and follow safety guidelines to comply with APHIS WS procedures.
9. The Cooperator 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 whatever, 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 agreement, for any purpose and at any time without other compensation than that specifically provided herein.

#### **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.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State (Cooperator) hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in the WORK PLAN, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the APHIS notice of such reduction or termination.

#### **ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE**

Nothing in this agreement shall prevent APHIS-WS, or the Cooperator, 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 upon approval of the New Hampshire Governor and Executive Council and shall continue through December 31, 2023, not to exceed two 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 30 days prior to effecting such action. Further, in the event that 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.

NH Department of Military Affairs and Veterans Services  
Tax ID No.: 02-60000618  
APHIS-WS's Tax ID: 41-0696271

**NH DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES NH  
ARMY NATIONAL GUARD:**

  
\_\_\_\_\_  
Major General David J. Mikolaitis, The Adjutant General  
NH Department of Military Affairs and Veterans Services  
NH National Guard

2/8/2022  
Date

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

  
\_\_\_\_\_  
David Allaben, State Director  
USDA, APHIS, WS  
59 Chenell Dr. Suite 7  
Concord, NH 03301

2/2/2022  
Date

## WORK PLAN

In accordance with the Cooperative Service Agreement between the Cooperator 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 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.

### **Description of Damage:**

NH Department of Military Affairs and Veterans Services is located in the Concord Pine Barrens, excellent habitat for wild lupine which is critical habitat for the federally endangered Karner blue butterfly. Woodchuck feeding activity on the lupine results in loss of habitat essential to the life cycle of the Karner blue butterfly.

### **Program Objective**

To reduce wild lupine loss and in conjunction, Karner blue butterfly loss.

### **Plan of Action**

To maintain the critical wild lupine habitat for the Karner blue butterfly, the NH Department of Military Affairs and Veterans Services, who has management authority over the site and is responsible for operation and maintenance of the facility, has requested WS to conduct woodchuck control activities. WS proposes controlling woodchucks using body grip traps, cage traps and gas cartridges (EPA Reg. No. 56228-2), when and where each method is deemed the most appropriate. A consistent number of site visits is recommended each year in order to maintain or reduce the local population as suitable adjacent habitat provide ample immigration opportunities.

### **Effective Dates:**

The cooperative agreement shall become effective upon approval of the New Hampshire Governor and Executive Council and shall expire on December 31, 2023.

**FINANCIAL PLAN  
CY 2022**

Cost Element		Full Cost
Personnel Compensation		\$884.30
Travel		-
Vehicles		\$3.63
Other Services		-
Supplies and Materials		\$60.00
Equipment		\$10.00
Subtotal (Direct Charges)		\$957.93
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$105.37
Indirect Costs	16.15%	\$154.70
Aviation Flat Rate Collection		-
Agreement Total		\$1,218.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$1,218.00		

**Financial Point of Contact:**

Judy Chen, Administrator III  
 NH Department of Military Affairs and Veterans Services  
 4 Pembroke Road  
 Concord, NH 03301  
 Phone: 603 227-5161  
[ying.q.chen.nfg@mail.mil](mailto:ying.q.chen.nfg@mail.mil)

Lori Freeman, Budget Analyst  
 USDA, APHIS, WS  
 59 Chenell Drive, Suite 7  
 Concord, NH 03301  
 Phone: (603)223-6832  
[Lori.Freeman@usda.gov](mailto:Lori.Freeman@usda.gov)

**FINANCIAL PLAN  
CY 2023**

Cost Element		Full Cost
Personnel Compensation		\$922.71
Travel		-
Vehicles		\$3.75
Other Services		-
Supplies and Materials		\$60.00
Equipment		\$10.00
Subtotal (Direct Charges)		\$996.46
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$109.61
Indirect Costs	16.15%	\$160.93
Aviation Flat Rate Collection		-
Agreement Total		\$1,267.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$1,267.00		

**Financial Point of Contact:**

Judy Chen, Administrator III  
 NH Department of Military Affairs and Veterans Services  
 4 Pembroke Road  
 Concord, NH 03301  
 Phone: 603 227-5161  
[ying.q.chen.nfg@mail.mil](mailto:ying.q.chen.nfg@mail.mil)

Lori Freeman, Budget Analyst  
 USDA, APHIS, WS  
 59 Chenell Drive, Suite 7  
 Concord, NH 03301  
 Phone: (603)223-6832  
[Lori.Freeman@usda.gov](mailto:Lori.Freeman@usda.gov)

# STATE OF NEW HAMPSHIRE

Inter-Department Communication

**DATE** March 1, 2022

**FROM** Michael Haley  
Assistant Attorney General

**AT** Department of Justice  
Civil Bureau

**SUBJECT** Cooperative Service Agreement between NH Department of Military Affairs and Veterans Services and United States Department of Agriculture, Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS)

**TO** Erin Zayac  
Administrator of Business Operations  
Department of Military Affairs and Veterans Services

---

The Office of the Attorney General has reviewed the Cooperative Service Agreement between NH Department of Military Affairs and Veterans Services and United States Department of Agriculture, Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS). This Agreement is approved as to form, substance, and execution.



Michael Haley

## Zayac, Erin

---

**From:** Boyajian, Zachary L NFG NG NHARNG (USA) <zachary.l.boyajian.nfg@army.mil>  
**Sent:** Monday, March 7, 2022 10:36 AM  
**To:** Zayac, Erin  
**Subject:** [External] APHIS Agreement for Woodchuck control RFQs (UNCLASSIFIED)  
**Attachments:** RFQ\_Woodchuck Control Yankee Pest.pdf; RFQ\_Woodchuck Control Pest End.pdf; RFQ\_Woodchuck Control Ehrlich.pdf; Ehrlich\_Pest\_Control\_woodchuck Control Quote 2020.pdf; PEST-END\_Quote.pdf

CLASSIFICATION: UNCLASSIFIED

Erin,

I solicited quotes from 4 of the 5 companies that have statewide pest control contracts.

I did not resolicit Terminex because they indicated that did not have the capability to perform the work in 2020 when we started this process.

EcoSystem Pest Control stated that they did not have the ability to perform the services over the phone on 2/17/2022.

I e-mailed Ehrlich, Pest-End and Yankee Pest control on 2/17/2022 for quotes.

I received no responses from Yankee Pest Control and Ehrlich. I have include the 2020 Ehrlich quote of \$9,475.00 for one year of service.

The only statewide contractor that responded to my updated requests for quotes

was Pest-End. Their quote was \$46,400 for the 2 years' worth of service.

I don't really understand their pricing but, the note at the end of the attached quote states each additional week of service would be \$2,100. This is almost as much as APHIS whole agreement.

Let me know if you need anything else.

Zachary Boyajian  
Department of Military Affairs and Veterans Services  
State Environmental Supervisor

CLASSIFICATION: UNCLASSIFIED

**Review Agreement and Sign**

1 Initial Left, 1 Signature Left

decline signing



**Wildlife Agreement**

Agreement #19477

Prepared For

**State of New Hampshire**

Zachary Boyajian

State St

Concord, NH 03301

zachary.l.boyajian.nfg@army.mil

(603) 227-1439

Prepared By

**Pest-End Exterminators**

SCOTT DILLON

P.O. Box 185

Plaistow, NH 03865

sdillon@pestendinc.com

**Service Location: State St , Concord, NH, 03301**

Item	Qty	Freq	Initial	Total
WL TRAPPING (WILDLIFE TRAPPING SERVICE)	1	0 - One time service	\$46,400.00	\$46,400.00

Subtotal **\$46,400.00**

First Year Total **\$46,400.00**

**Billing Information (Name, Address, Email, Phone Number)**

State of New Hampshire

**Contact Information (name, Email, Phone Number)**

Zachary Boyajian,

zachary.l.boyajian.nfg@army.mil

**Target Animal**

Groundhogs

**Site Specific Notes**

heavy woodchuck/groundhog activity

around the property, a population

control trapping program is

recommended, see below for details.

**General Terms & Conditions For Wildlife Services**

**SERVICE GUARANTEE:**

We agree to manage above named pests, at the above-named areas, in accordance with the terms and conditions of this Service Agreement. All labor, materials, time and expertise will be furnished to provide the most effective impact on pests, with the least impact on the environment. We will govern our work in accordance with Federal, State and City regulations. This agreement will expire in 60 days if not accepted.

**Review Agreement and Sign**

1 Initial Left, 1 Signature Left

decline signing

---

initial service.

For all trapping services, payment is due in full at the time of booking the service.

If invoiced, payments are due Net 30 days subject to a late charge of 1.5% per month, or an annual rate of 18%. Treatment date(s) and time(s) have been agreed to prior to service and customer will incur a full charge unless a minimum of 24 hours postponement notice is given.

This agreement will expire in 60 days if not accepted.

\_\_\_\_\_  
Initial

Approved By

\_\_\_\_\_  
Zachary Boyajian

Date

Approved By

  
\_\_\_\_\_  
SCOTT DILLON

Pest-End Exterminators

51390

0-2535449

1650-5608

2/22/2022

Date

Review Agreement and Sign

1 Initial Left, 1 Signature Left

[decline signing](#)

---

# PEST-END EXTERMINATORS

Woodchuck Management Program For:

State of New Hampshire  
15 Acre State Military Reservation  
Concord, NH  
Service years 2022 and 2023

Proposal to provide routine woodchuck trapping to protect the Wild Lupine wildflower throughout the 15-acre State Military Reservation location in Concord, NH. Trapping will be conducted with care to ensure proper measures are followed to prevent damage to growing plants in the service areas. Active woodchuck burrows will be located throughout the property and body grip traps set and monitored in accordance with New Hampshire State Laws. Traps will be set and monitored 5 business days each week of trapping service.

April- initial setup and service- Area will be monitored to locate burrows, traps will be set as needed for 10 business days for the initial trapping service when woodchucks become active after hibernation period to reduce woodchuck population prior to birthing season. Traps will be deactivated/removed after initial 2- week service.

May thru November- 5 business days of trapping will be conducted once a week per each month to continue control of resident woodchuck population, throughout woodchuck active months. Traps will be set in existing burrows. Area will monitor for new burrows/activity and traps set as needed. Traps will be deactivated/removed during off time of trapping.

Dec thru March- traps will be removed from the property.

Requested additional weeks of trapping will be additional fee of \$2,100.00

# Ehrlich

a Rentokil North America company

## WILDLIFE REMOVAL & EXCLUSION AGREEMENT

District: 184 Colleague: Jeff Haines 6613

License No: lead Jason Jones Date: 06/12/2020

### Customer Information

Customer Name: New Hampshire Department of Military Affairs a& Veterans Services  
Address: NH Army National Guard, 1 Minute Way  
City: Concord State: NH Zip: 03301  
Telephone: 603.227.5161  
Email: Jarred.a.jones.nfg@mail.mil

### Invoice To

Customer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

### Service Location Same as Invoice Information

Customer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

Account No: \_\_\_\_\_  
Schedule Date: \_\_\_\_\_ Schedule Time: \_\_\_\_\_

### Covered Pests

- Rodents
- Squirrels
- Moles
- Snakes
- Raccoons
- Armadillos
- Skunks
- Other: \_\_\_\_\_
- Gophers
- Opossum
- Bats

### Description of Problem

See attached for details of program

### Service Solution

Unless otherwise specified here or in Service Description, Ehrlich will not remove pests trapped or expiring within voids, cavities or inaccessible areas, nor remove animal wastes, contaminated structural elements or odors.

SEE attached pages

### Service Description

Service Description	Price
Trapping/Animal Removal	\$ 9,475.00
Re-inspections, Trapping Maintenance & Animal Removal	
Damage Repairs/Re-Entry Prevention	
Repairs (1)	
Repairs (2)	
Repairs (3)	
Deodorizing (Biological agent to remove and neutralize odors and pheromones, which influence animal behavior.)	

### Payment Method

- Credit/Debit Card     Check     Invoice (PO# \_\_\_\_\_)

Please read Terms and Conditions for Payment specifications. Prices do not include any applicable taxes.

Total: **\$ 9,475.00**  
Paid: \_\_\_\_\_  
Balance: **\$ 9,475.00**

### Guarantee

CUSTOMER INITIALS \_\_\_\_\_ CONDUCE CONDITIONS ARE PRESENT AND BEYOND OUR CONTROL. NO GUARANTEE CAN BE GIVEN.

CUSTOMER INITIALS \_\_\_\_\_ SHOULD ANY NEW ANIMAL ENTRY OCCUR THROUGH A PERMANENT REPAIR MADE BY PEST CONTROL PERSONNEL WITHIN 365 DAYS OF INSTALLATION, THE ORIGINAL REPAIR WILL BE CORRECTED AND THE CUSTOMER WILL NOT INCUR ANY COST FOR THE INSPECTION SET-UP OR REMOVAL OF THE OFFENDING ANIMAL.

### Annual Exclusion Repair Maintenance Agreement

CUSTOMER INITIALS \_\_\_\_\_ EXCLUSION REPAIRS CAN BE MAINTAINED AT AN ANNUAL RENEWAL RATE OF \_\_\_\_\_. THIS SERVICE INCLUDES AN ANNUAL INSPECTION AND ANY EXCLUSION REPAIRS NEEDED TO THE HOME FROM PREVIOUS OR NEW REPAIRS CAUSED BY NUISANCE WILDLIFE.

STARTING MONTH & YEAR \_\_\_\_\_

### Agreement Authorization

Customer may cancel this transaction at any time prior to midnight on the third (3<sup>rd</sup>) business day after the date of this transaction with a full refund of payment.

### Acceptance of Agreement

The above quotations are hereby accepted including Terms and conditions as found on the reverse side.

Rentokil North America d/b/a Ehrlich

Jeff Haines 6613

Specialist Printed Name

Customer Printed Name

Regional Account Executive

Title

Date

Title

Date

  
Signature

Signature

**THIS SERVICE AGREEMENT SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

**Agreement.** "Customer" and Rentokil North America, Inc. d/b/a Ehrlich ("Company") agree to the following terms and conditions in connection with the Services and Plan indicated on this agreement (hereinafter collectively referred to as "Agreement").

**Standard of Care.** Company will use its professional expertise to determine the products and services appropriate for treatment, and will follow all label and legal requirements. All reasonable care will be used in installing and maintaining the specified services. Company hereby affirmatively disclaims any liability for damage or injury caused by the use of any materials in accordance with the manufacturer label directions. Reasonable care will be taken in applying the treatment, however, the nature of the work is such that Company cannot be responsible for the safety of domestic animals, stains, discolorations, or other damages, except those directly caused by willful negligence on the part of the Company. If, for whatever reason, the Customer is dissatisfied with the service provided, the Customer will provide reasonable notice and allow the Company a period of up to 45 days to remedy the problem to the extent reasonably required.

**Customer Responsibilities.** Effective service requires the cooperation of the Customer. The Customer, therefore, warrants full cooperation with Company during this Agreement. Customer agrees to maintain premises free from any factor or condition conducive to identified issues and services and following instructions provided. This cooperation includes, but is not limited to, proper garbage handling; repairing structure; not adding chemicals or self-treating in ways that are not part of Service; emptying grease traps, not damaging or turning off equipment, etc. Any damage warranty specified in the Agreement will be voided should the presence of pests or issue be associated with conditions arising from Customer's non-cooperation. Company's failure to alert the Customer to any negative conditions does not alter the Customer's responsibility. If Customer is unable to comply with preparation or maintenance requirements, the Company will make determination on site if service can be completed or rescheduled; additional fees may be applied. If the Customer or other occupants of the structure(s), believe they are or may be sensitive to products being used or their odors, or if the Customer or other occupants have consulted with a medical doctor or other healthcare provider, regarding such sensitivity, the Customer must notify Company in writing, in advance of treatment of the structure(s). Company assumes no liability should Customer fail to warn Company of these sensitivities. Company reserves the right, upon receipt of such notification, to deny or terminate services. Any arrangements, costs or inconvenience resulting from the need to evacuate occupants, or other precautions deemed necessary, shall be the sole responsibility of the Customer. The Customer agrees to give Company complete or reasonable access to all areas, as may be required to enable effective service and maintenance, including individual units of multi-unit residential structures and electrical outlets, if needed.

**Modification.** Any deviation from the requirements outlined that involve extra cost of material and labor will result in extra charges. If conditions require Company to use specialized equipment or products to control the problem(s), Company shall advise the Customer of the additional costs. Due to safety concerns and regulations, Company may be required to use fall protection when Service involves working on the roof of a structure. Fall protection safety equipment includes a number of devices and may include roof anchors, of which Customer will be advised. Some roof anchors are designed to be left on the roof; others are to be removed. If Customer prefers to have anchors removed, this should be discussed with the sales representative before service is performed.

**Substructure.** Services under this Agreement do not include services to the substructure of the premises. Should substructural treatment be required, additional costs shall apply, of which the Company will advise the Customer.

**Moisture, Mold and Mildew.** Moisture is a condition found in varying degrees in most structures. Moisture conditions in and around structures can be conducive to a variety of pests and wood destroying insects. Moisture conditions can also provide an environment favorable to the growth of mold, mildew and other fungi. It is the Customer's sole responsibility to direct questions concerning the presence or dispersal of mold, mildew, mold spores or fungi; health-related issues; or indoor air quality to qualified professionals. Company does not possess the knowledge or expertise to identify mold, mildew or fungi that may lower air quality or be injurious to health, nor does it possess the knowledge or expertise to give opinion or recommendation regarding exposure to, or effective remediation of mold, mildew or other fungi (including decay or non-decay) as they might relate to air quality or health related risks. However, Company may provide services to control wood decaying fungus and high moisture conditions in crawl spaces. Company is not responsible for personal injury or property damage resulting from the presence, disruption or dispersal of mold, mold spores, mildew or fungi, even if Company inadvertently causes such disruption or dispersal by its inspection or treatment of pest-related problems. Customer waives and releases Company from any claim or injuries related to mold, mildew or fungal growth.

**Warranty.** For Equipment and Products, manufacturer warranties apply; there is no further warranty from Company on Products, Equipment or Service. Certain Services may carry limited Company warranty; refer to Service definition.

**Right to Subcontract.** Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

**Ownership and Replacement of Equipment.** All equipment, devices and components are property of and/or remain property of or under the control of the Company. Company will replace rental devices and components as required, except for those items lost or damaged due to Customer's neglect, in which event, the Customer will be responsible for replacement cost. Company will be granted access to the Customer's location to recover equipment, devices and components at the expiration of this Agreement, or at any time an amount due from the Customer to Company is more than sixty (60) days beyond due date. If Customer terminates an Equipment rental earlier than the term of the Agreement then in effect, Customer is responsible for paying the full amount remaining for rental of devices.

**Force Majeure.** Company shall not be liable for any delay or failure in performing the services due to any cause beyond its reasonable control.

**Insurance.** Public liability and property damage insurance against injury to members of the public from accidents that may arise from operations will be carried by Company, and evidence of insurance will be issued to the Customer upon request. Georgia Customers, please note: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control Company.

**Limitation of Liability.** The Customer agrees that the work provided under this Agreement is not to be construed as Insurance, or as a covenant, guarantee, warranty, or promise of any kind that the Customer is in compliance with any legal guidelines or requirements. Company disclaims any liability or responsibility regarding the practices and operations of the Customer, and bears no responsibility or liability for whether the Customer carries out the recommendations made by Company, and in no event will the Company be liable for consequential, indirect or economic damages. The Customer shall indemnify and hold Company harmless from and against all claims, demands, liabilities, obligations and attorneys' fees or costs brought by any third parties, arising out of, or related to this Agreement, or by failure of the Customer to act in accordance with any requirements in connection with the Services. Company will be responsible for only those damages, claims, causes of action, injuries or legal costs caused by its own direct negligence or misconduct, but then only to an amount not to exceed the annual fees charged under this Agreement.

**Animal Disposal.** Company will dispose of any trapped wildlife in accordance with the laws and regulations of local governing authorities; however, if Customer requests the release of the animal on his/her property, Company shall not be responsible for, nor guarantee, that the animal will not return to infest or damage the serviced property.

**Choice of Law.** Any and all disputes, claims or lawsuits related to this Agreement or to the services shall be determined in accordance with the laws of the Commonwealth of Pennsylvania.

**Class Action Waiver.** Where permitted under the applicable law, Customer and Company agree that each may bring claims against the other only in each Party's individual capacity and not as a plaintiff or class member in any purported class or representative action. Unless Customer and Company both agree, no action, or court of law, may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

**Mandatory Arbitration.** Claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to the agreement or warranty, shall be submitted to arbitration by a single, neutral arbitrator.

**Intellectual Property.** Except as expressly set forth herein, between Company and Customer, each is and shall remain the owner of all Intellectual Property that it owns or controls as of the Effective Date, or that it develops or acquires thereafter. This shall be binding upon all successors of the Customer's business.

**Data Security.** Company may provide Customer with access to Company's online and digital tools to store service reports and visit history, or other applications that may be developed, to give Customers access to their pest management information, if applicable to the Services in this Agreement. While Company follows standard procedures to secure systems and Customer data, including securing online tools and applications through the use of hashed passwords, HTTPS encryption and a secure data center, Customer confirms and acknowledges that:

- Company and/or any of its subsidiaries are not responsible for the integrity or confidentiality of Customer's access credentials. Customers are encouraged to take precautions to secure login id's and passwords.
- All usage rights to Company's online or digital tools are immediately discontinued upon the Customer's termination of the Service Agreement.
- The Customer agrees to indemnify, defend, and hold Company harmless from any claims arising out of, or connected or associated with the use of Company's online and digital tools, including but not limited to, any claims arising from internet hacking.
- This agreement shall be binding upon all successors of the Customer's business.

Refer to Legal Statements and Privacy Policies as posted on online tool Web Sites for additional information.

**Third Party and Marketing Disclosure.** The Customer agrees to permit Company to use the Customer's name and contact information for sharing with Company's business partners. Company will never sell this data. It is to be used to improve the Customer's experience with Company. Additionally, unless Customer notifies Company otherwise or opts out, Customer agrees to and accepts the receipt of periodic marketing and sales information relating to Company's service offerings.

**Anti-Bribery and Anti-Corruption.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

**Term.** Service Agreements shall extend from month to month, with either party having the ability to cancel this Agreement upon 60-days notice to the other party.

**Termination.** Agreements may be terminated by either party with 60 days written notice, providing all accounts are current. See *Ownership and Replacement of Equipment* for further ramification of termination for Services that have Term other than month-to-month. In cases of Customer nonpayment or entering bankruptcy or insolvency per the Bankruptcy Code, Company reserves the right to terminate the Agreement upon immediate written notification.

**Pricing.** The initial price for services is set forth in the specifications of this Agreement. Company reserves the right to annually increase the amount charged for the services, which shall be communicated by written notice to Customer, which notice may be by invoice.

**Payment.** Introductory Service Fees are due upon completion of the service, unless another payment plan is selected on the Agreement. Other corrective service, rental and/or equipment/product fees will be invoiced upon completion/delivery. Subsequent services will be invoiced in accordance with the Agreement and payment plan selected by Customer. If a service date has been mutually agreed upon by Company and the Customer, it will be the Customer's responsibility to pay for service if Company has attempted to render service at the Customer's property. Payments for services are due within thirty (30) days from the date of each invoice. Customer agrees to remit payment in one of the acceptable forms of payment detailed in the Agreement or invoice. In the event full payment is not made within thirty (30) days after invoicing, a finance charge per month will be added to the unpaid balance, up to the maximum allowed by law. Late fee charges may also be applied. Additionally, the Customer is responsible for all collection costs, including reasonable attorneys' fees, for any invoices not paid by the due date. Any check returned for any reason, will result in a fee in the amount charged by Company's bank. All service warranties under this Agreement will be voided should any payment due exceed sixty (60) days. Should it become necessary to temporarily discontinue a periodic service due to causes beyond the Company's control, it is agreed that the periodic payments due under this agreement will be suspended until service is resumed, and that such temporary discontinuation of service will, in no way, breach this agreement.

**Fuel/Transportation Surcharge.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

# WILDLIFE REMOVAL & EXCLUSION GRAPH

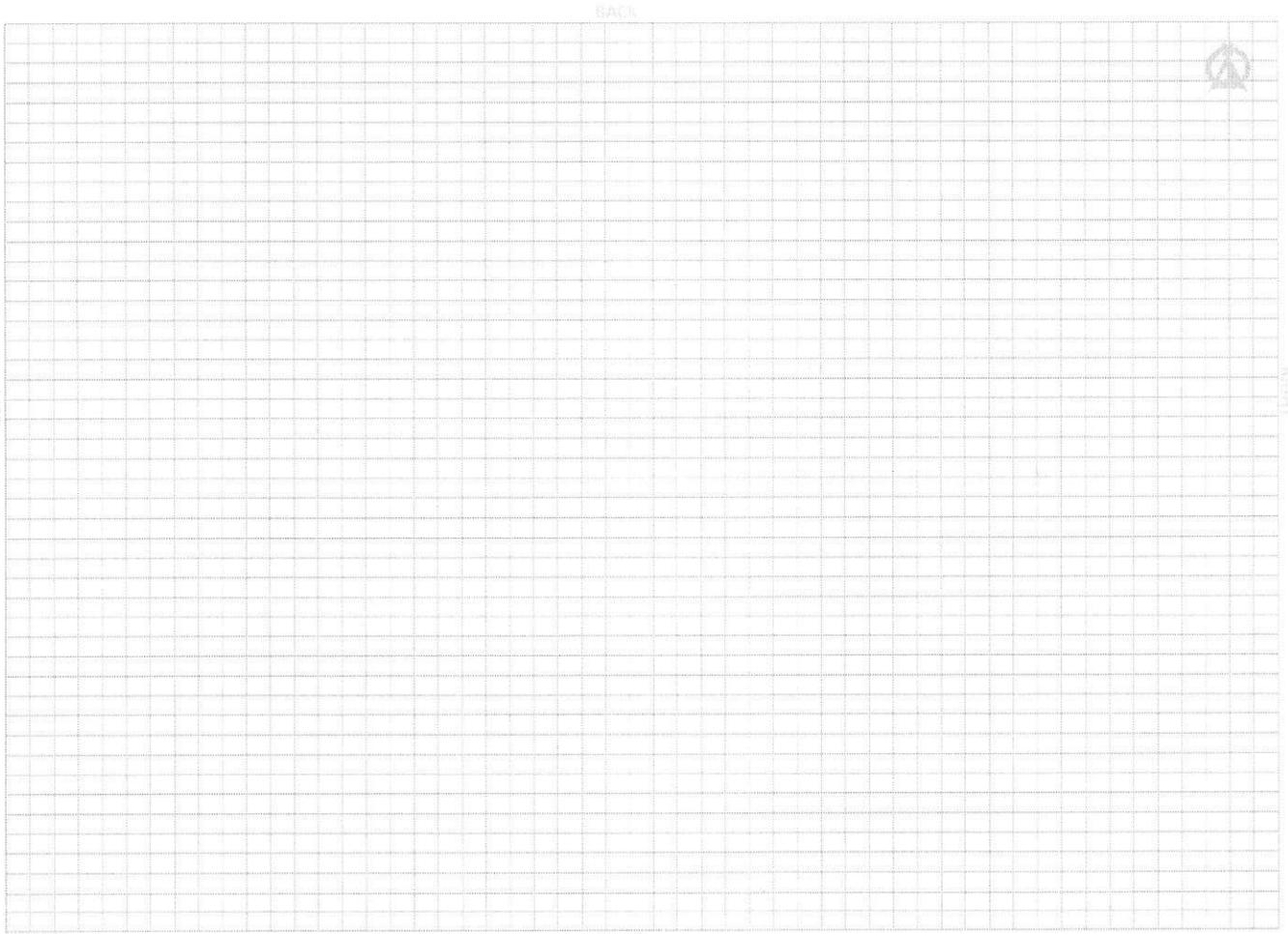
District: 184 Colleague: Jeff Haines 6613 License No: lead Jason Jones Date: \_\_\_\_\_

## Customer Information

Customer Account No: \_\_\_\_\_

Name : \_\_\_\_\_ Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Service Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_



## Notes:

Jeff Haines 6613  
Specialist Printed Name  
Regional Account Executive  
Title  
\_\_\_\_\_  
Date  
  
Signature

\_\_\_\_\_  
Customer Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Signature

**From:** [Boyajian, Zachary L NFG NG NHARNG \(USA\)](mailto:Boyajian, Zachary L NFG NG NHARNG (USA))  
**To:** [lisa@yankeepest.com](mailto:lisa@yankeepest.com)  
**Subject:** Request for Quote Woodchuck control at State Military Reservation Concord  
**Date:** Thursday, February 17, 2022 12:58:00 PM

---

Lisa,

I am requesting a quote under state of New Hampshire Contract Pest Control Services for woodchuck control on 15+ acres of the State Military Reservation in Concord NH for a period of 2 years. At least 23 borrows have been located over the last 2 years. Control will be conducted with whole body trapping. The control method and operations must be conducted under specific conditions to avoid affect to the Federally endangered Karner Blue Butterfly. Implementation of this control must start in early spring to control damage to wild lupine A spring wild flower and sole food source for the Karner blue butterfly.

Please provide your quote by Tuesday February 22, 2022.

Let me know if you have questions or if you are unable to provide the service.

Thanks

Zachary Boyajian  
State Environmental Supervisor  
State of New Hampshire  
Department of Military Affairs &  
Veterans Services  
603-227-1439

**From:** [Boyajian, Zachary L NFG NG NHARNG \(USA\)](#)  
**To:** [mcarace@pestendinc.com](mailto:mcarace@pestendinc.com)  
**Subject:** Request for Quote Woodchuck control at State Military Reservation Concord  
**Date:** Thursday, February 17, 2022 12:22:00 PM

---

Mike,

I am requesting a quote under state of New Hampshire Contract Pest Control Services for woodchuck control on 15+ acres of the State Military Reservation in Concord NH for a period of 2 years. At least 23 borrows have been located over the last 2 years. Control will be conducted with whole body trapping. The Control method and operations must be conducted under specific conditions to avoid affect to the Federally endangered Karner Blue Butterfly. Implementation of this control must start in early spring to control damage to wild lupine A spring wild flower and sole food source for the Karner blue butterfly.

Please provide your quote by Tuesday February 22, 2022.

Let me know if you have questions or if you are unable to provide the service.

Thanks

Zachary Boyajian  
State Environmental Supervisor  
State of New Hampshire  
Department of Military Affairs &  
Veterans Services  
603-227-1439

**From:** [Boyajian, Zachary L NFG NG NHARNG \(USA\)](#)  
**To:** [jeff.haines@jcehrlich.com](mailto:jeff.haines@jcehrlich.com)  
**Subject:** Woodchuck Control on the State Military Reservation Concord.  
**Date:** Thursday, February 17, 2022 12:03:00 PM  
**Attachments:** [State of NH Military trapping program.pdf](#)

---

Jeff,

Could you provide a revised quote for services in 2022 by Tuesday February 22, 2022. Quote from 2020 is attached.

Let me know if you have any questions.

Thanks

Zack

Zachary Boyajian  
State Environmental Supervisor  
State of New Hampshire  
Department of Military Affairs &  
Veterans Services  
603-227-1439