

TREVOR J. DESANE
ATTORNEY AT LAW

10 River Road Unit 15G • New York, NY 10044 • tjd38@cornell.edu

April 12, 2013

VIA PERSONAL DELIVERY AND E-MAIL (jas@wcslaw.net)

John Alden Stevens, Esq.
Law Offices of Williamson, Clune & Stevens
317 North Tioga Street
Ithaca, NY 14851-3339



Index #: 2013-0151 CI2013-08466

04/12/2013 02:10:17 PM

CORRESPONDENCE

Aurora R. Valenti, Tompkins County Clerk

Re: Stein v. Village Board of Trustees of the Village of Cayuga Heights –
Index # 2013-0151
Notice of Respondent's Noncompliance with Court Order

Dear Mr. Stevens:

I have carefully reviewed all the redacted documents produced by the Respondent on April 4, 2013, pursuant to the Decision and Order of the Hon. Robert C. Mulvey. I am writing to notify you that I have discovered significant irregularities in the forms produced and seek the release of a complete and accurate set of forms that are redacted in full compliance with the Judge's Order.

Brief descriptions of the issues identified in my review are listed below:

1. Nineteen of the forms produced are duplicate copies of other forms

Specifically, in the items provided, there are 17 pairs of duplicate documents and one document found in triplicate. This irregularity casts considerable doubt on whether the forms produced reflect the quantity and identity of the actual forms that are responsive to the Petitioner's FOIL request, and ordered to be produced in the Supreme Court's March 29, 2013 Decision. Furthermore, the Village Clerk indicated the documents supplied to Ms. Stein consist of 307 total pages, yet the number of pages actually produced was only 305. Given the uncertain quantity of responsive forms in the Village's possession, it remains unclear a) exactly how many pages of documents responsive to Ms. Stein's request exist; b) whether she was given a complete and accurate set of these documents; and c) whether the Landowner Consent forms and other documentation supplied by the Respondent correspond one-to-one with the actual documents that were sent in by residents. Attached hereto as Exhibit A are the duplicate forms provided to Ms. Stein by the Village Clerk on April 4, 2013.

2. The redaction marks on the duplicate forms are not identical

Examination of the duplicate forms discussed in item 1 and attached as Exhibit A shows that the redaction marks on the first form in each duplicate set differ noticeably from the second. The fact that the duplicate sets of forms do not bear identical redactions suggests that the duplicates are not a result of a copying error but were introduced during the process of performing redactions. The existence of so many duplicates itself raises serious concerns about the integrity and accuracy of the process, concerns which are multiplied by the fact that these duplicates were quite clearly individually redacted.

3. Three of the duplicate sets of forms bear identical signatures in different positions

Examination of the first three sets of duplicate forms discussed in items 1 and 2 and attached as Exhibit A (See "Duplicate Sets" 1, 2 and 3) shows an additional irregularity. Each bears an identical signature of Police Chief James Steinmetz, yet the signature appears in different positions on each form in the duplicate pair. The fact that otherwise identical forms bear the same signature in a different position again demonstrates that the duplicates are not a result of a copying error. The existence of multiple irregularities on the same group of forms further magnifies concerns about the integrity and accuracy of the process, while also indicating that the information on the forms itself warrants further verification.

4. Redactions of material beyond that specified in the Court Order

The Decision and Order is very clear in stating, "the Court directs that all documents requested shall be released to the petitioner after redaction of names, addresses, and any other information that could allow the identification of a property owner or the location of deer management activities." However, there is evidence these instructions were not followed. For example, in one form (attached hereto as Exhibit B), the date information on the form is redacted. It is abundantly clear that redactions of dates are not permissible pursuant to the Order. There is also a form on which a large area has been completely redacted as a block (attached hereto as Exhibit C). Again, I draw your attention to the Court's instructions, which allow for the redaction of identifying information only. If a written comment on the form includes such information, only the identifying words, and not the entire comment, may be redacted. Such irregularities again raise significant concerns about the integrity and accuracy of the process.

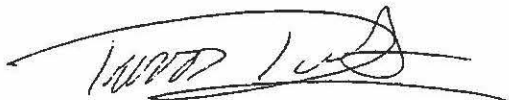
Requested Remedial Action

Based on the number and seriousness of the irregularities found in the records supplied to my client in response to the Order, I am asking that the Respondent promptly supply the Petitioner with the following:

1. A written statement by a Village official specifying the number of documents, and total number of pages, that exist that are responsive to Petitioner's FOIL request.
2. An *accurate* and *complete* set of the requested documents, redacted in compliance with Judge Mulvey's March 29th Court Order, and with corrections made to the irregularities identified in this letter as well as any other irregularities discovered upon review.

If the documents supplied by the Respondent are not promptly brought into compliance with the Court Order, the Petitioner may have no choice but to file with the Court a Motion for In Camera Review. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Trevor J. DeSane", with a long horizontal line extending to the right.

Trevor J. DeSane, Esq.

Enc.

cc. Hon. Robert C. Mulvey, JSC

Exhibit A

Landowner Consent Agreement

This Agreement is made by and between [REDACTED] whose address is [REDACTED] (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd. Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
- B. The Landowner understands that the Village has engaged or will engage the services of an independent contractor to assist with the DMP (the "Contractor"), and that Contractor may be White Buffalo, Inc., a Connecticut nonprofit corporation with offices at 26 Davison Rd, Moodus, Connecticut 06469.
- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement the Landowner and the Village agree as follows:

- 1. The Landowner owns the property located at [REDACTED], in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
- 2. The Landowner hereby consents and grants permission to the Village, including to the CHPD, and to the Contractor to use the Property to take the following action(s):
 - a. Place or install bait sites for deer YES ☒ NO
 - b. Capture deer and remove captured deer YES ☒ NO
 - c. Discharge weapons within 500 feet of the residence on the Property YES ☒ NO
 - d. Kill deer and remove deer carcasses YES ☒ NO
- 3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
- 4. The Village will arrange for the Contractor to remove from the Property all deer killed.
- 5. The Village agrees to indemnify the Landowner for, and save the Landowner harmless from and against, any and all losses, costs, damages, expenses, claims, liabilities and obligations (including reasonable attorneys fees) sustained or incurred by the Landowner as a result of the Village's or the Contractor's performance of the actions that the Landowner has consented to in Section 2 of this Agreement, except to any extent sustained or incurred as a result of any action of the Landowner.

Executed this 1st day of October, 2012

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Signature

Print Name

Signature

Landowner Consent Agreement

This Agreement is made by and between [REDACTED] whose address is [REDACTED], (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd. Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

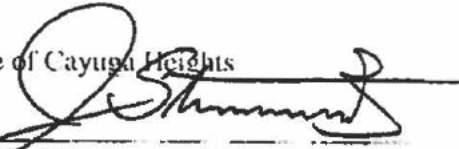
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Executed this 1st day of OCTOBER, 2014.

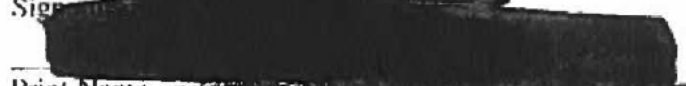
Village of Cayuga Heights


Authorized Representative

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a. Place or install bait sites for deer	YES	<input checked="" type="radio"/> NO
b. Capture deer and remove captured deer	YES	<input checked="" type="radio"/> NO
c. Discharge weapons within 500 feet of the residence on the Property	YES	<input checked="" type="radio"/> NO
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Executed this 2nd day of October, 2012

Village of Cayuga Heights


Authorized Representative

Landowner(s)


Print Name


Signature

Print Name

Signature

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Executed this 2nd day of October, 2012

Village of Cayuga Heights


Authorized Representative

Landowner(s)


Print Name


Signature

Print Name

Signature

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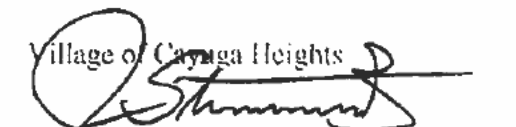
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Executed this 8th day of October, 2012.

Village of Cayuga Heights

 Authorized Representative

Landowner(s)

Print Name

Signature

Print Name

Signature

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Executed this 8th day of October, 2012

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Signature

Print Name

Signature

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Village of Cayuga Heights

Authorized Representative

Executed this 14 day of September, 2012.

Landowner(s)

Print Name

Signature

Print Name

Signature

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Print Name

Signature

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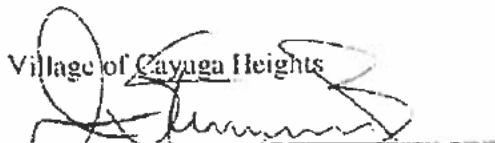
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- B. The Landowner understands that the Village has engaged or will engage the services of an independent contractor to assist with the DMP (the "Contractor"), and that Contractor may be White Buffalo, Inc., a Connecticut nonprofit corporation with offices at 26 Davison Rd, Moodus, Connecticut 06469.
- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:


- 1. The Landowner owns the property located at [REDACTED], in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
- 2. The Landowner hereby consents and grants permission to the Village, including to the CHPD, and to the Contractor to use the Property to take the following action(s):
 - a. Place or install bait sites for deer ☒ YES ☐ NO
 - b. Capture deer and remove captured deer ☒ YES ☐ NO
 - c. Discharge weapons within 500 feet of the residence on the Property ☒ YES ☐ NO
 - d. Kill deer and remove deer carcasses ☒ YES ☐ NO
- 3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
- 4. The Village will arrange for the Contractor to remove from the Property all deer killed.
- 5. The Village agrees to indemnify the Landowner for, and save the Landowner harmless from and against, any and all losses, costs, damages, expenses, claims, liabilities and obligations (including reasonable attorneys fees) sustained or incurred by the Landowner as a result of the Village's or the Contractor's performance of the actions that the Landowner has consented to in Section 2 of this Agreement, except to any extent sustained or incurred as a result of any action of the Landowner.

Executed this 8 day of SEPTEMBER 2012

Village of Cayuga Heights

Authorized Representative

Landowner(s)


Print Name


Signature

Print Name

Signature

Landowner Consent Agreement

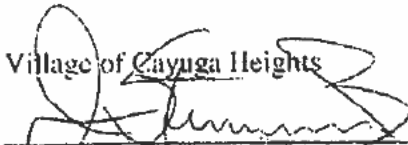
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- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
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For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:


- 1. The Landowner owns the property located at [REDACTED], in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
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- 5. The Village agrees to indemnify the Landowner for, and save the Landowner harmless from and against, any and all losses, costs, damages, expenses, claims, liabilities and obligations (including reasonable attorneys fees) sustained or incurred by the Landowner as a result of the Village's or the Contractor's performance of the actions that the Landowner has consented to in Section 2 of this Agreement, except to any extent sustained or incurred as a result of any action of the Landowner.

Executed this 8 day of SEPTEMBER 2012.

Village of Cayuga Heights

Authorized Representative

Landowner(s)


Print Name


Signature

Print Name

Signature

Landowner Consent Agreement

This Agreement is made by and between [REDACTED] whose address is [REDACTED], (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd, Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
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For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

1. The Landowner owns the property located at [REDACTED] in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
2. The Landowner hereby consents and grants permission to the Village, including to the CHPD, and to the Contractor to use the Property to take the following action(s):

a. Place or install bait sites for deer	<u>YES</u>	NO
b. Capture deer and remove captured deer	<u>YES</u>	NO
c. Discharge weapons within 500 feet of the residence on the Property	<u>YES</u>	NO
d. Kill deer and remove deer carcasses	<u>YES</u>	NO
3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
4. The Village will arrange for the Contractor to remove from the Property all deer killed.
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Village of Cayuga Heights

Authorized Representative

Executed this 8 day of September, 2012

Landowner(s)

Print Name, [REDACTED]

Signature [REDACTED]

Print Name, [REDACTED]

Signature [REDACTED]

Landowner Consent Agreement

This Agreement is made by and between [REDACTED], whose address is [REDACTED], (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd, Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
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- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

- 1. The Landowner owns the property located at [REDACTED], in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
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Executed this 8 day of September, 2012

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Signature

Print Name

Signature

Landowner Consent Agreement

This Agreement is made by and between [REDACTED], whose address is [REDACTED], (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd. Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

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For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

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 - c. Discharge weapons within 500 feet of the residence on the Property
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YES	NO
YES	NO
YES	NO
YES	NO

Executed this 12th day of SEPTEMBER 2012

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Signature

Print Name

Signature

Landowner Consent Agreement

This Agreement is made by and between _____, whose address is _____, (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd, Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

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Executed this 12th day of SEPTEMBER 20 12

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Signature

Print Name

Signature

Landowner Consent Agreement

This Agreement is made by and between [REDACTED], whose address is [REDACTED] (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd, Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

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Executed this 12th day of September, 2012.

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Signature

Print Name

Signature

Landowner Consent Agreement

This Agreement is made by and between [REDACTED], whose address is [REDACTED], (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd, Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

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- 1. The Landowner owns the property located at [REDACTED], in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
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Executed this 12th day of September, 2012

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Signature

Signature

Landowner Consent Agreement

This Agreement is made by and between [REDACTED] whose address is [REDACTED] (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd. Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
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Executed this 14TH day of SEPTEMBER, 2011.

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Signature

Print Name

Signature

Landowner Consent Agreement

This Agreement is made by and between [REDACTED] whose address is [REDACTED] (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd. Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
- B. The Landowner understands that the Village has engaged or will engage the services of an independent contractor to assist with the DMP (the "Contractor"), and that Contractor may be White Buffalo, Inc., a Connecticut nonprofit corporation with offices at 26 Davison Rd, Moodus, Connecticut 06469.
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For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

1. The Landowner owns the property located at [REDACTED], in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
2. The Landowner hereby consents and grants permission to the Village, including to the CHPD, and to the Contractor to use the Property to take the following action(s):

a. Place or install bait sites for deer	<input checked="" type="radio"/> YES	<input type="radio"/> NO
b. Capture deer and remove captured deer	<input checked="" type="radio"/> YES	<input type="radio"/> NO
c. Discharge weapons within 500 feet of the residence on the Property	<input checked="" type="radio"/> YES	<input type="radio"/> NO
d. Kill deer and remove deer carcasses	<input checked="" type="radio"/> YES	<input type="radio"/> NO
3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
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Executed this 13th day of SEPTEMBER, 2012.


Village of Cayuga Heights


Authorized Representative

Landowner(s)


Print Name


Signature


Print Name


Signature

Landowner Consent Agreement

This Agreement is made by and between _____ whose address is _____ (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd, Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
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- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

- 1. The Landowner owns the property located at _____, in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
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Executed this 23rd day of September, 2012.

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Signature

Print Name

Landowner Consent Agreement

This Agreement is made by and between [REDACTED], whose address is [REDACTED], (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd, Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
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- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

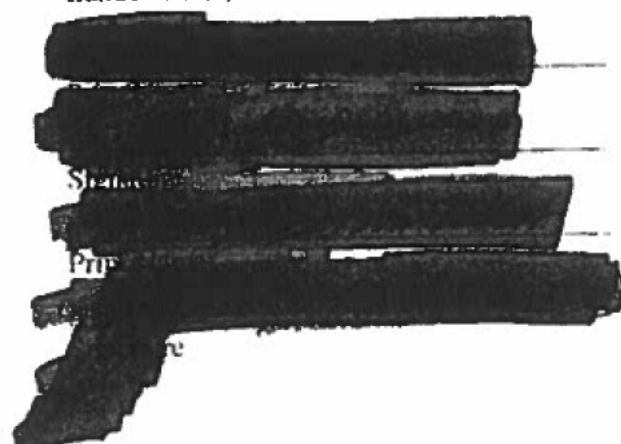
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Executed this 23rd day of September, 2012

Village of Cayuga Heights


Authorized Representative

Landowner(s)



Landowner Consent Agreement

This Agreement is made by and between [REDACTED] whose address is [REDACTED] (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd, Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
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 - a. Place or install bait sites for deer YES NO
 - b. Capture deer and remove captured deer YES NO
 - c. Discharge weapons within 500 feet of the residence on the Property YES NO
 - d. Kill deer and remove deer carcasses YES NO
- 3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
- 4. The Village will arrange for the Contractor to remove from the Property all deer killed.
- 5. The Village agrees to indemnify the Landowner for, and save the Landowner harmless from and against, any and all losses, costs, damages, expenses, claims, liabilities and obligations (including reasonable attorneys fees) sustained or incurred by the Landowner as a result of the Village's or the Contractor's performance of the actions that the Landowner has consented to in Section 2 of this Agreement, except to any extent sustained or incurred as a result of any action of the Landowner.

Executed this 23rd day of September, 2012

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Signature

Print Name

Signature

Landowner Consent Agreement

This Agreement is made by and between [REDACTED] whose address is [REDACTED], (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd, Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
- B. The Landowner understands that the Village has engaged or will engage the services of an independent contractor to assist with the DMP (the "Contractor"), and that Contractor may be White Buffalo, Inc., a Connecticut nonprofit corporation with offices at 26 Davison Rd, Moodus, Connecticut 06469.
- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

- 1. The Landowner owns the property located at [REDACTED] in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
- 2. The Landowner hereby consents and grants permission to the Village, including to the CHPD, and to the Contractor to use the Property to take the following action(s):

- a. Place or install bait sites for deer
- b. Capture deer and remove captured deer
- c. Discharge weapons within 500 feet of the residence on the Property
- d. Kill deer and remove deer carcasses

☒ YES
☒ YES
☒ YES
☒ YES

NO
NO
NO
NO

- 3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
- 4. The Village will arrange for the Contractor to remove from the Property all deer killed.
- 5. The Village agrees to indemnify the Landowner for, and save the Landowner harmless from and against, any and all losses, costs, damages, expenses, claims, liabilities and obligations (including reasonable attorneys fees) sustained or incurred by the Landowner as a result of the Village's or the Contractor's performance of the actions that the Landowner has consented to in Section 2 of this Agreement, except to any extent sustained or incurred as a result of any action of the Landowner.

Executed this 23rd day of September, 2012.

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Signature

Print Name

Signature

Landowner Consent Agreement

This Agreement is made by and between [redacted], whose address is [redacted] (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd, Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
- B. The Landowner understands that the Village has engaged or will engage the services of an independent contractor to assist with the DMP (the "Contractor"), and that Contractor may be White Buffalo, Inc., a Connecticut nonprofit corporation with offices at 26 Davison Rd, Moodus, Connecticut 06469.
- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

- 1. The Landowner owns the property located at [redacted] in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
- 2. The Landowner hereby consents and grants permission to the Village, including to the CHPD, and to the Contractor to use the Property to take the following action(s):
 - a. Place or install bait sites for deer ☒ YES ☐ NO
 - b. Capture deer and remove captured deer ☒ YES ☐ NO
 - c. Discharge weapons within 500 feet of the residence on the Property ☒ YES ☐ NO
 - d. Kill deer and remove deer carcasses ☒ YES ☐ NO
- 3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
- 4. The Village will arrange for the Contractor to remove from the Property all deer killed.
- 5. The Village agrees to indemnify the Landowner for, and save the Landowner harmless from and against, any and all losses, costs, damages, expenses, claims, liabilities and obligations (including reasonable attorneys fees) sustained or incurred by the Landowner as a result of the Village's or the Contractor's performance of the actions that the Landowner has consented to in Section 2 of this Agreement, except to any extent sustained or incurred as a result of any action of the Landowner.

Executed this 25th day of September, 2012

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Signature

Print Name

Signature

Landowner Consent Agreement

This Agreement is made by and between _____, whose address is _____, (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd, Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
- B. The Landowner understands that the Village has engaged or will engage the services of an independent contractor to assist with the DMP (the "Contractor"), and that Contractor may be White Buffalo, Inc., a Connecticut nonprofit corporation with offices at 26 Davison Rd. Moodus, Connecticut 06469.
- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

- 1. The Landowner owns the property located at _____, in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
- 2. The Landowner hereby consents and grants permission to the Village, including to the CHPD, and to the Contractor to use the Property to take the following action(s):
 - a. Place or install bait sites for deer ☒ YES ☐ NO
 - b. Capture deer and remove captured deer ☒ YES ☐ NO
 - c. Discharge weapons within 500 feet of the residence on the Property ☒ YES ☐ NO
 - d. Kill deer and remove deer carcasses ☒ YES ☐ NO
- 3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
- 4. The Village will arrange for the Contractor to remove from the Property all deer killed.
- 5. The Village agrees to indemnify the Landowner for, and save the Landowner harmless from and against, any and all losses, costs, damages, expenses, claims, liabilities and obligations (including reasonable attorneys fees) sustained or incurred by the Landowner as a result of the Village's or the Contractor's performance of the actions that the Landowner has consented to in Section 2 of this Agreement, except to any extent sustained or incurred as a result of any action of the Landowner.

Executed this 25th day of September, 2012

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Print Name

Signature

Landowner Consent Agreement

This Agreement is made by and between [redacted] whose address is [redacted] (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd, Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
- B. The Landowner understands that the Village has engaged or will engage the services of an independent contractor to assist with the DMP (the "Contractor"), and that Contractor may be White Buffalo, Inc., a Connecticut nonprofit corporation with offices at 26 Davison Rd, Moodus, Connecticut 06469.
- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

- 1. The Landowner owns the property located at [redacted] the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
- 2. The Landowner hereby consents and grants permission to the Village, including to the CHPD, and to the Contractor to use the Property to take the following action(s):
 - a. Place or install bait sites for deer YES ☒ NO
 - b. Capture deer and remove captured deer YES ☒ NO
 - c. Discharge weapons within 500 feet of the residence on the Property YES ☒ NO
 - d. Kill deer and remove deer carcasses YES ☒ NO
- 3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
- 4. The Village will arrange for the Contractor to remove from the Property all deer killed.
- 5. The Village agrees to indemnify the Landowner for, and save the Landowner harmless from and against, any and all losses, costs, damages, expenses, claims, liabilities and obligations (including reasonable attorneys fees) sustained or incurred by the Landowner as a result of the Village's or the Contractor's performance of the actions that the Landowner has consented to in Section 2 of this Agreement, except to any extent sustained or incurred as a result of any action of the Landowner.

Executed this 9th day of September 12.

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Signature

Print Name

Signature

Landowner Consent Agreement

This Agreement is made by and between [redacted] whose address is [redacted] (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd, Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
- B. The Landowner understands that the Village has engaged or will engage the services of an independent contractor to assist with the DMP (the "Contractor"), and that Contractor may be White Buffalo, Inc., a Connecticut nonprofit corporation with offices at 26 Davison Rd, Moodus, Connecticut 06469.
- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

- 1. The Landowner owns the property located at [redacted] the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
- 2. The Landowner hereby consents and grants permission to the Village, including to the CHPD, and to the Contractor to use the Property to take the following action(s):
 - a. Place or install bait sites for deer YES ☒
 - b. Capture deer and remove captured deer YES ☒
 - c. Discharge weapons within 500 feet of the residence on the Property YES ☒
 - d. Kill deer and remove deer carcasses YES ☒
- 3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
- 4. The Village will arrange for the Contractor to remove from the Property all deer killed.
- 5. The Village agrees to indemnify the Landowner for, and save the Landowner harmless from and against, any and all losses, costs, damages, expenses, claims, liabilities and obligations (including reasonable attorneys fees) sustained or incurred by the Landowner as a result of the Village's or the Contractor's performance of the actions that the Landowner has consented to in Section 2 of this Agreement, except to any extent sustained or incurred as a result of any action of the Landowner.

Executed this 9th day of September 2012

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Signature

Print Name

Signature

Landowner Consent Agreement

This Agreement is made by and between _____, whose address is _____, (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd. Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
- B. The Landowner understands that the Village has engaged or will engage the services of an independent contractor to assist with the DMP (the "Contractor"), and that Contractor may be White Buffalo, Inc., a Connecticut nonprofit corporation with offices at 26 Davison Rd, Moodus, Connecticut 06469.
- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

- 1. The Landowner owns the property located at _____, in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
- 2. The Landowner hereby consents and grants permission to the Village, including to the CHPD, and to the Contractor to use the Property to take the following action(s):
 - a. Place or install bait sites for deer YES ☒ NO
 - b. Capture deer and remove captured deer YES ☒ NO
 - c. Discharge weapons within 500 feet of the residence on the Property YES ☒ NO
 - d. Kill deer and remove deer carcasses YES ☒ NO
- 3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
- 4. The Village will arrange for the Contractor to remove from the Property all deer killed.
- 5. The Village agrees to indemnify the Landowner for, and save the Landowner harmless from and against, any and all losses, costs, damages, expenses, claims, liabilities and obligations (including reasonable attorneys fees) sustained or incurred by the Landowner as a result of the Village's or the Contractor's performance of the actions that the Landowner has consented to in Section 2 of this Agreement, except to any extent sustained or incurred as a result of any action of the Landowner.

Executed this 8th day of April, 2012

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Signature

Print Name

Signature

Landowner Consent Agreement

This Agreement is made by and between _____, whose address is _____, (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd. Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
- B. The Landowner understands that the Village has engaged or will engage the services of an independent contractor to assist with the DMP (the "Contractor"), and that Contractor may be White Buffalo, Inc., a Connecticut nonprofit corporation with offices at 26 Davison Rd. Moodus, Connecticut 06469.
- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

- 1. The Landowner owns the property located at _____, in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
- 2. The Landowner hereby consents and grants permission to the Village, including to the CHPD, and to the Contractor to use the Property to take the following action(s):
 - a. Place or install bait sites for deer YES ☒ NO
 - b. Capture deer and remove captured deer YES ☒ NO
 - c. Discharge weapons within 500 feet of the residence on the Property YES ☒ NO
 - d. Kill deer and remove deer carcasses YES ☒ NO
- 3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
- 4. The Village will arrange for the Contractor to remove from the Property all deer killed.
- 5. The Village agrees to indemnify the Landowner for, and save the Landowner harmless from and against, any and all losses, costs, damages, expenses, claims, liabilities and obligations (including reasonable attorneys fees) sustained or incurred by the Landowner as a result of the Village's or the Contractor's performance of the actions that the Landowner has consented to in Section 2 of this Agreement, except to any extent sustained or incurred as a result of any action of the Landowner.

Executed this 8th day of September, 2012.

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Signature

Print

Signature

Landowner Consent Agreement

This Agreement is made by and between _____, whose address is _____, (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd, Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
- B. The Landowner understands that the Village has engaged or will engage the services of an independent contractor to assist with the DMP (the "Contractor"), and that Contractor may be White Buffalo, Inc., a Connecticut nonprofit corporation with offices at 26 Davison Rd, Moodus, Connecticut 06469.
- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

- 1. The Landowner owns the property located at _____, in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
- 2. The Landowner hereby consents and grants permission to the Village, including to the CHPD, and to the Contractor to use the Property to take the following action(s):
 - a. Place or install bait sites for deer YES ☒ NO ☐
 - b. Capture deer and remove captured deer YES ☒ NO ☐
 - c. Discharge weapons within 500 feet of the residence on the Property YES ☒ NO ☐
 - d. Kill deer and remove deer carcasses YES ☒ NO ☐
- 3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
- 4. The Village will arrange for the Contractor to remove from the Property all deer killed.
- 5. The Village agrees to indemnify the Landowner for, and save the Landowner harmless from and against, any and all losses, costs, damages, expenses, claims, liabilities and obligations (including reasonable attorneys fees) sustained or incurred by the Landowner as a result of the Village's or the Contractor's performance of the actions that the Landowner has consented to in Section 2 of this Agreement, except to any extent sustained or incurred as a result of any action of the Landowner.

Executed this 11th day of Sept, 2012

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Signature

Print

Signature

Landowner Consent Agreement

This Agreement is made by and between _____, whose address is _____, (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd, Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
- B. The Landowner understands that the Village has engaged or will engage the services of an independent contractor to assist with the DMP (the "Contractor"), and that Contractor may be White Buffalo, Inc., a Connecticut nonprofit corporation with offices at 26 Davison Rd, Moodus, Connecticut 06469.
- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

- 1. The Landowner owns the property located at _____, in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
- 2. The Landowner hereby consents and grants permission to the Village, including to the CHPD, and to the Contractor to use the Property to take the following action(s):
 - a. Place or install bait sites for deer ☒ YES ☐ NO
 - b. Capture deer and remove captured deer ☒ YES ☐ NO
 - c. Discharge weapons within 500 feet of the residence on the Property ☒ YES ☐ NO
 - d. Kill deer and remove deer carcasses ☒ YES ☐ NO
- 3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
- 4. The Village will arrange for the Contractor to remove from the Property all deer killed.
- 5. The Village agrees to indemnify the Landowner for, and save the Landowner harmless from and against, any and all losses, costs, damages, expenses, claims, liabilities and obligations (including reasonable attorneys fees) sustained or incurred by the Landowner as a result of the Village's or the Contractor's performance of the actions that the Landowner has consented to in Section 2 of this Agreement, except to any extent sustained or incurred as a result of any action of the Landowner.

Executed this 11th day of Sept, 2012

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Signature

Print Name

Signature

Landowner Consent Agreement

This Agreement is made by and between [REDACTED], whose address is [REDACTED], (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd, Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
- B. The Landowner understands that the Village has engaged or will engage the services of an independent contractor to assist with the DMP (the "Contractor"), and that Contractor may be White Buffalo, Inc., a Connecticut nonprofit corporation with offices at 26 Davison Rd, Moodus, Connecticut 06469.
- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

- 1. The Landowner owns the property located at [REDACTED], in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
- 2. The Landowner hereby consents and grants permission to the Village, including to the CHPD, and to the Contractor to use the Property to take the following action(s):
 - a. Place or install bait sites for deer YES ☒ NO ☐
 - b. Capture deer and remove captured deer YES ☒ NO ☐
 - c. Discharge weapons within 500 feet of the residence on the Property YES ☒ NO ☐
 - d. Kill deer and remove deer carcasses YES ☒ NO ☐
- 3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
- 4. The Village will arrange for the Contractor to remove from the Property all deer killed.
- 5. The Village agrees to indemnify the Landowner for, and save the Landowner harmless from and against, any and all losses, costs, damages, expenses, claims, liabilities and obligations (including reasonable attorneys fees) sustained or incurred by the Landowner as a result of the Village's or the Contractor's performance of the actions that the Landowner has consented to in Section 2 of this Agreement, except to any extent sustained or incurred as a result of any action of the Landowner.

Executed this 10 day of September, 2012

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Signature

Print Name

Signature

Landowner Consent Agreement

This Agreement is made by and between _____, whose address is _____, (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd, Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
- B. The Landowner understands that the Village has engaged or will engage the services of an independent contractor to assist with the DMP (the "Contractor"), and that Contractor may be White Buffalo, Inc., a Connecticut nonprofit corporation with offices at 26 Davison Rd, Moodus, Connecticut 06469.
- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

1. The Landowner owns the property located at _____, in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
2. The Landowner hereby consents and grants permission to the Village, including to the CHPD, and to the Contractor to use the Property to take the following action(s):

a. Place or install bait sites for deer	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
b. Capture deer and remove captured deer	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
c. Discharge weapons within 500 feet of the residence on the Property	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
d. Kill deer and remove deer carcasses	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
4. The Village will arrange for the Contractor to remove from the Property all deer killed.
5. The Village agrees to indemnify the Landowner for, and save the Landowner harmless from and against, any and all losses, costs, damages, expenses, claims, liabilities and obligations (including reasonable attorneys fees) sustained or incurred by the Landowner as a result of the Village's or the Contractor's performance of the actions that the Landowner has consented to in Section 2 of this Agreement, except to any extent sustained or incurred as a result of any action of the Landowner.

Executed this 10 day of September, 2012.

Village of Cayuga Heights

Authorized Representative, _____

Landowner(s)

Print Name _____

Signature _____

Print Name _____

Signature _____

Landowner Consent Agreement

This Agreement is made by and between [redacted] whose address is [redacted] the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd, Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
- B. The Landowner understands that the Village has engaged or will engage the services of an independent contractor to assist with the DMP (the "Contractor"), and that Contractor may be White Buffalo, Inc., a Connecticut nonprofit corporation with offices at 26 Davison Rd, Moodus, Connecticut 06469.
- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

- 1. The Landowner owns the property located at [redacted], in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
- 2. The Landowner hereby consents and grants permission to the Village, including to the CHPD, and to the Contractor to use the Property to take the following action(s):
 - a. Place or install bait sites for deer YES NO
 - b. Capture deer and remove captured deer YES NO
 - c. Discharge weapons within 500 feet of the residence on the Property YES NO
 - d. Kill deer and remove deer carcasses YES NO
- 3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
- 4. The Village will arrange for the Contractor to remove from the Property all deer killed.
- 5. The Village agrees to indemnify the Landowner for, and save the Landowner harmless from and against, any and all losses, costs, damages, expenses, claims, liabilities and obligations (including reasonable attorneys fees) sustained or incurred by the Landowner as a result of the Village's or the Contractor's performance of the actions that the Landowner has consented to in Section 2 of this Agreement, except to any extent sustained or incurred as a result of any action of the Landowner.

Executed this 26th day of September, 2012

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Signature

Print Name

Signature

Landowner Consent Agreement

This Agreement is made by and between [redacted] whose address is [redacted] the "Landowner", and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd, Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
- B. The Landowner understands that the Village has engaged or will engage the services of an independent contractor to assist with the DMP (the "Contractor"), and that Contractor may be White Buffalo, Inc., a Connecticut nonprofit corporation with offices at 26 Davison Rd, Moodus, Connecticut 06469.
- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

- 1. The Landowner owns the property located at [redacted], in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
- 2. The Landowner hereby consents and grants permission to the Village, including to the CHPD, and to the Contractor to use the Property to take the following action(s):
 - a. Place or install bait sites for deer ☒ YES ☐ NO
 - b. Capture deer and remove captured deer ☒ YES ☐ NO
 - c. Discharge weapons within 500 feet of the residence on the Property ☒ YES ☐ NO
 - d. Kill deer and remove deer carcasses ☒ YES ☐ NO
- 3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
- 4. The Village will arrange for the Contractor to remove from the Property all deer killed.
- 5. The Village agrees to indemnify the Landowner for, and save the Landowner harmless from and against, any and all losses, costs, damages, expenses, claims, liabilities and obligations (including reasonable attorneys fees) sustained or incurred by the Landowner as a result of the Village's or the Contractor's performance of the actions that the Landowner has consented to in Section 2 of this Agreement, except to any extent sustained or incurred as a result of any action of the Landowner.

Executed this 21st day of September, 2012

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Signature

Print Name

Signature

Landowner Consent Agreement

This Agreement is made by and between [REDACTED] whose address is [REDACTED] the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Flanshaw Rd. Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
- B. The Landowner understands that the Village has engaged or will engage the services of an independent contractor to assist with the DMP (the "Contractor"), and that Contractor may be White Buffalo, Inc., a Connecticut nonprofit corporation with offices at 26 Davison Rd, Moodus, Connecticut 06469.
- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

- 1. The Landowner owns the property located at [REDACTED], in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property"). [REDACTED]
- 2. The Landowner hereby consents and grants permission to the Village, including to the CHPD, and to the Contractor to use the Property to take the following action(s):
 - a. Place or install bait sites for deer YES NO
 - b. Capture deer and remove captured deer YES NO
 - c. Discharge weapons within 500 feet of the residence on the Property YES NO
 - d. Kill deer and remove deer carcasses YES NO
- 3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
- 4. The Village will arrange for the Contractor to remove from the Property all deer killed.
- 5. The Village agrees to indemnify the Landowner for, and save the Landowner harmless from and against, any and all losses, costs, damages, expenses, claims, liabilities and obligations (including reasonable attorneys fees) sustained or incurred by the Landowner as a result of the Village's or the Contractor's performance of the actions that the Landowner has consented to in Section 2 of this Agreement, except to any extent sustained or incurred as a result of any action of the Landowner.

Executed this 26th day of September, 2012.

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Signature

Print Name

Signature

Exhibit B

Landowner Consent Agreement

This Agreement is made by and between [REDACTED] whose address is [REDACTED] (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd, Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
- B. The Landowner understands that the Village has engaged or will engage the services of an independent contractor to assist with the DMP (the "Contractor"), and that Contractor may be White Buffalo, Inc., a Connecticut nonprofit corporation with offices at 26 Davison Rd, Moodus, Connecticut 06469.
- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

- 1. The Landowner owns the property located at [REDACTED], in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
- 2. The Landowner hereby consents and grants permission to the Village, including to the CHPD, and to the Contractor to use the Property to take the following action(s):
 - a. Place or install bait sites for deer ☒ YES ☐ NO
 - b. Capture deer and remove captured deer ☒ YES ☐ NO
 - c. Discharge weapons within 500 feet of the residence on the Property ☒ YES ☐ NO
 - d. Kill deer and remove deer carcasses ☒ YES ☐ NO
- 3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
- 4. The Village will arrange for the Contractor to remove from the Property all deer killed.
- 5. The Village agrees to indemnify the Landowner for, and save the Landowner harmless from and against, any and all losses, costs, damages, expenses, claims, liabilities and obligations (including reasonable attorneys fees) sustained or incurred by the Landowner as a result of the Village's or the Contractor's performance of the actions that the Landowner has consented to in Section 2 of this Agreement, except to any extent sustained or incurred as a result of any action of the Landowner.

Village of Cayuga Heights

Authorized Representative

Executed this [REDACTED] day of [REDACTED] 12

Landowner(s)

Print Name

Signature

Print Name

Signature

Exhibit C

Landowner Consent Agreement

This Agreement is made by and between [REDACTED], whose address is [REDACTED], (the "Landowner"), and the Village of Cayuga Heights, a New York municipal corporation having offices at 836 Hanshaw Rd. Ithaca, New York 14850 (the "Village"), acting through the Village's Police Department (the "CHPD").

- A. The Landowner is familiar with the Village's efforts to manage and reduce the population of deer within the Village, referred to in the Agreement as the Village's Deer Management Plan ("DMP").
- B. The Landowner understands that the Village has engaged or will engage the services of an independent contractor to assist with the DMP (the "Contractor"), and that Contractor may be White Buffalo, Inc., a Connecticut nonprofit corporation with offices at 26 Davison Rd, Moodus, Connecticut 06469.
- C. The Landowner is willing to allow the Village, including the CHPD, and the Contractor to use the Landowner's property in connection with the DMP as stated in this Agreement.

For the consideration set forth in this Agreement, the Landowner and the Village agree as follows:

1. The Landowner owns the property located at [REDACTED], in the Village of Cayuga Heights, Town of Ithaca, New York (the "Property").
2. The Landowner hereby consents and grants permission to the Village, including to the CHPD, and to the Contractor to use the Property to take the following action(s):

a. Place or install bait sites for deer	YES	<input checked="" type="radio"/> NO
b. Capture deer and remove captured deer	YES	<input checked="" type="radio"/> NO
c. Discharge weapons within 500 feet of the residence on the Property	YES	<input checked="" type="radio"/> NO
d. Kill deer and remove deer carcasses	YES	<input checked="" type="radio"/> NO
3. Any action taken on the Property will be in accordance with applicable Village law, New York State law, any permit required for such action issued by the New York State Department of Environmental Conservation, and the agreement between the Village and the Contractor.
4. The Village will arrange for the Contractor to remove from the Property all deer killed.
5. The Village agrees to indemnify the Landowner for, and save the Landowner harmless from and against, any and all losses, costs, damages, expenses, claims, liabilities and obligations (including reasonable attorneys fees) sustained or incurred by the Landowner as a result of the Village's or the Contractor's performance of the actions that the Landowner has consented to in Section 2 of this Agreement, except to any extent sustained or incurred as a result of any action of the Landowner.

Executed this October day of 9, 2012

Village of Cayuga Heights

Authorized Representative

Landowner(s)

Print Name

Thanks.

Rick