

WILDLIFE MANAGEMENT SERVICE AGREEMENT

This WILDLIFE MANAGEMENT SERVICE AGREEMENT (the "Agreement"), made as of this 3rd day of April, 2026, is entered into by the Village Cayuga Heights, New York, (the "Village"), a New York municipal corporation, whose mailing address is 836 Hanshaw Road, Ithaca, New York 14850, and White Buffalo Inc., (the "Provider"), a Connecticut nonprofit corporation with its principal place of business at 6B Kings Highway, Chester, Connecticut 06412.

INTRODUCTION

WHEREAS, the Village has determined that there is an excessive local deer population within the municipal boundaries of Cayuga Heights which constitutes a hazard to the health and welfare of the citizens and residents of the Village, and a threat to the habitat of the Village; and,

WHEREAS, the Provider is experienced in and engaged in the business of providing wildlife management services, including without limitation surgical sterilization and culling services designed to control localized deer populations; and,

WHEREAS, the Village desires to retain the wildlife management services of the Provider and the Provider desires to perform certain wildlife management services for the Village; and

WHEREAS, the Village Mayor is authorized to execute the attached agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Services of the Provider.

a) The Provider agrees to perform the services for the Village with authorization from the New York State Department of Environmental Conservation ("NYSDEC") as set forth in Schedule A attached hereto and completely incorporated as part of this Agreement as if fully set forth herein. The services to be provided by the Provider shall be performed only on those lands owned by the Village as shall be authorized by the Village, and/or such other public or private lands within the municipal boundaries of the Village for which the Village has obtained the written consent of the landowner or tenant of any occupied residence. It shall be the sole

responsibility of the Village to obtain consent from private landowners as required under this Agreement.

b) The services and projects described in Schedule A are hereafter referred to as the "Designated Services". The Provider will provide Anthony J. DeNicola, Ph.D. to supervise the provision of Designated Services. The Provider shall be solely responsible for ensuring the full and proper completion of the Designated Services, and shall devote whatever time and attention is necessary to reasonably ensure the performance of the Designated Services in a professional and competent manner.

c) The Provider represents that it is a corporation duly organized and existing in good standing under the laws of the State of Connecticut, and is authorized to do business in the state of New York. The Provider further represents that it, and its employees and agents performing Designated Services are duly licensed, certified and/or registered as may be necessary to provide such Designated Services to the Village. The Provider covenants and represents that all Designated Services will be performed in full compliance with any and all applicable federal, state and local laws, statutes, rules, regulations and ordinances including without limitation any and all requirements of the New York State Department of Environmental Conservation.

2. Term. This Agreement shall commence upon the effective date of this agreement and expire on May 5, 2026.

3. Compensation. In consideration of the performance by the Provider of Designated Services, the Village shall pay to the Provider the Project Fees set forth in Schedule A. The payment of any other expenses must first be approved in writing by Village. Within 30 days of receipt of invoice detailing hours spent and expenses, payment shall be made to the Provider.

4. Termination.

a) The Provider shall have the right, without prejudice to any other right or remedy it may have, to terminate any or all of its Designated Services if:

(1) the provision of the Designated Services as set forth in Schedule A is disrupted to the extent it makes it impossible or impractical to perform such services;

(2) the Provider believes that the Designated Services cannot be performed safely; or

(3) the Village fails to provide the assistance to the Provider as defined in Schedule A. Upon such termination by the Provider, the Provider shall be entitled to the termination fee as set forth in Schedule A.

b) The Village shall have the right, without prejudice to any other right or remedies it may have, to terminate this Agreement with respect to all or any Designated Services at any time; provided that the Provider shall be paid for all unpaid Designated Services performed as of such termination date, and provided further that the Village shall be entitled to a refund of any fees paid in advance which are unearned as of such termination date.

5. Independent Contractor Status.

a) The Provider shall perform all services under this Agreement as an "independent contractor" of the Village.

b) The Provider shall have the right to employ any person or persons to perform the services under this Agreement or to otherwise assist the Provider, and all such persons shall be trained and paid by the Provider. The Provider shall carry all insurance with respect to its employees and agents as may be required by applicable law including without limitation workers' compensation insurance and shall pay and withhold all required federal, state and local taxes, unemployment, disability and other insurance premiums, all applicable social security taxes, and all other taxes or expenses incurred or due and payable by reason of the Provider's employment of such employees.

c) The Village agrees that the Provider, as an independent contractor, shall be entitled to exercise such discretion and judgment in the provision of the Designated Services as necessary to fulfill and comply with the requirements set forth in this Agreement.

d) The parties agree that the Village will not provide the Provider, its principals, agents, or employees any benefit, coverages or privileges, including, without limitation, social security, profit-sharing, 401(k), unemployment, workers' compensation, disability, medical insurance, life insurance or pension benefits, that the Village might provide to employees of the Village. Unless otherwise required by law, the Village does not intend and shall have no obligation to the Provider to withhold any sums due the Provider for, and the Provider retains all obligations and liability relating to the payment of the Provider's federal, state and local income employment taxes, and the Provider shall hold the Village harmless from any failure on the Provider's part to meet its obligations pursuant to this Section 5.

e) The Provider is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the Village or to bind the Village in any manner.

f) The Provider agrees it shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts.

(1) To discharge or refuse to hire any individual because of their race, creed, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.

(2) To discriminate against any individual in terms, conditions, or privileges of employment because of their race, creed, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.

6. Insurance.

a) The Provider shall procure and maintain for the duration of this Agreement, at its expense, insurance against claims for injury to persons and damage to property which may arise from or in connection with the Designated Services undertaken by the Provider pursuant to this Agreement.

Coverage shall be in the following form and amounts:

- General Liability: Coverage in the amount of \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability: Coverage in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Such insurance shall require that the Village be notified at least 10 days in advance of the cancellation thereof.

b) The Provider shall furnish the Village with a certificate or certificates of insurance naming the Village as an additional insured and evidencing the coverage required prior to commencing any Designated Services and from time to time as may be reasonably requested by the Village. If the Provider fails to obtain the insurance listed in Paragraph 6(a) above, the Village shall have the right to terminate this Agreement.

c) All the insurance policies provided by the Provider will include the requirement that the insurance company deliver to the Village at least thirty (30) days written notice in the event that the policy is to be terminated for any reason.

7. Indemnification.

a) The Provider agrees to indemnify, defend, and save the Village and its officers, employees, and agents forever harmless from and against, and to promptly make payment for any and all losses, damages, expenses (including, without limitation, court costs, amounts paid in settlement, judgments, reasonable attorney's fees or other expenses for investigating and defending, including, without limitation, those arising out of the enforcement of this Agreement), suits, actions, claims, deficiencies, liabilities or obligations sustained or incurred by the Village as a result of the Provider's performance of the Designated Services described herein, except for those

sustained or incurred based on allegations that the Designated Services provided herein are unauthorized or illegal.

b) The Village agrees to indemnify, defend, and save the Provider and its directors, officers, employees, owners, agents and affiliates and their successors and assigns or heirs and personal representatives forever harmless from and against, and to promptly make payment for any and all losses, damages, expenses (including, without limitation, court costs, amounts paid in settlement, judgments, reasonable attorney's fees or other expenses for investigating and defending, including, without limitation, those arising out of the enforcement of this Agreement), suits, actions, claims, deficiencies, liabilities or obligations sustained or incurred by Provider relating to, caused by or resulting from:

(1) allegations that the Designated Services provided herein are unauthorized, illegal, or that are otherwise unrelated to the Provider's performance of the Designated Services and are directed at the Project, as such term is defined in Schedule A annexed to this Agreement, itself; and/or

(2) any breach by the Village of the terms of this Agreement, including, but not limited to, any failure to pay any fees or expenses owed.

Any amounts due and owing from the Village for any losses pursuant to this indemnification provision shall be offset on a dollar-for-dollar basis by any amount recovered in respect of such losses pursuant to the Policy called for in Section 6 of this Agreement. The obligations of each party under the foregoing indemnification provisions shall survive the termination of this Agreement.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid and addressed as follows:

If to Village: Linda Woodard
Village Mayor
836 Hanshaw Road
Ithaca, NY 14850

If to Provider: Dr. Anthony J. DeNicola
26 Davison Road
Moodus, CT 06469

10. Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of noun and pronouns shall include plural and vice versa.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral relating to the subject matter of this Agreement. No representation, promise, inducement or statement of intention not set forth in this Agreement has been made by or on behalf of either party hereto.

12. Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Village and the Provider.

13. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of New York.

14. Venue. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Supreme Court of Tompkins County, New York.

15. Attorney Fees. If suit, action, or arbitration is brought either directly or indirectly, the party against whom judgment is made agrees to pay reasonable attorney's fees incurred in such proceeding, as well as costs and disbursements as ordered by a court of competent jurisdiction.

16. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of both parties and their respective permitted successors, assigns and other legal representatives. Neither this Agreement nor the rights arising hereunder shall be assignable by either of the parties hereto to any third party without the prior written consent of the other party to this Agreement.

17. No Third Party Beneficiaries. Nothing in this Agreement shall be deemed or constructed as creating or granting any benefits or rights to third parties or as an admission of liability by either the Village or the Provider. Furthermore, nothing in this Agreement shall be constructed as a waiver of any of the Village's immunities or defenses under state or federal law.

18. Miscellaneous.

a) No waiver by either party of any right, condition, term or provision of this Agreement shall operate as a waiver of any preceding or subsequent right, condition, term or provision hereof. A waiver or consent given by either party on any one occasion shall not be construed as a bar or waiver of any right of such party on any other occasion.

b) The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

WHITE BUFFALO, INC.

VILLAGE OF CAYUGA HEIGHTS,
NEW YORK

By: _____
Anthony J. DeNicola
President

By: Linda Woodard
Linda Woodard, Mayor

Date: _____

Date: 4/3/2026

WILDLIFE MANAGEMENT SERVICE AGREEMENT

SCHEDULE A

1) **Project.** Pursuant to the terms and conditions of the Wildlife Management Service Agreement by and between the Village and the Provider, the Provider agrees to perform the following services for the Village:

- a) Capture as many deer as possible using remote immobilization (darting) techniques and euthanizing said deer via lethal injection by a licensed veterinarian.
- b) The capture and euthanasia of deer is authorized by NYSDEC to begin on April 1, 2026. All activities should fully consider the humane handling of deer during the capture and handling process.
- c) Prior to each day that capture activities will occur, the Provider must notify (i) each property owner on whose property any such activities will occur, (ii) the Village as well as (iii) NYSDEC by contacting Officer O. J. Eisenburg, designated as the local NYSDEC contact, is available at 607-564-9485 or 607-227-8742 (email: ojeisenb@gw.dec.state.ny.us). Secondary contact is through Regional Law Enforcement Dispatch at 315-426-7431.
- d) Properties where capture activities are to occur must be open to inspection by appropriate NYSDEC personnel and Village Law Enforcement at any reasonable time.
- e) All Provider personnel, including but not limited to scientists, veterinarians, and field technicians must carry with them at all times when involved with any aspect of the project a copy of the relevant permit from NYSDEC.
- f) Both the Village and the Provider must maintain regular contact with NYSDEC staff throughout implementation of all aspects of the project.

g) A final report detailing the results of the sterilization effort must be provided to the Village and NYSDEC by April 30, 2026, and must include: the number of deer captured and euthanized (by method and location), and the total person-hours of effort.

h) The Village hereby covenants that it has obtained all necessary approval from the New York Department of Conservation for the performance of the Designated Services set forth in this Agreement.

i) In the event of a conflict between documents contained in Exhibit A.1, the language contained in the Wildlife Management Service Agreement shall control.

Compensation. The fees for the Project ("Project Fees") shall be as follows:

1. IMPLEMENTATION PHASE (includes capture, sterilization, and data collection as requested, and final report): \$200.00 per hour for the Senior Scientist/Project Manager, \$180.00 per hour for the Veterinarian, and \$120.00 per hour for each Wildlife Biologist performing such services, plus those expenses described in paragraph 3 of this Agreement.

Including the above expenses, the total amount of compensation paid to Provider shall not exceed \$ 33,714.00 . The total compensation is separate and distinct from the number of deer captured and euthanized.

3. **Termination Fee.** In the event the Provider terminates the Agreement pursuant to Paragraph 4 of the Agreement, the Provider shall be compensated for work completed and all expenses incurred up until the date of termination.

4. **Cost of Delay.** In the event that Provider's ability to capture and euthanize deer after arriving in Cayuga Heights is disrupted continuously for more than twenty-four (24) hours

as a result of any action taken by any person who is opposed to the Designated Services contemplated herein, it is hereby agreed that the Village will pay the Provider \$1,500.00/day for each day the Provider is unable to perform under the Agreement due to such disruption, up to a maximum of \$6,000.00, to help defray the cost associated with such delays.

5. **Project Scope.** The goal of the Project is to capture and euthanize as many deer as possible within the Village. The obligations of this Agreement, however, including but not limited to payment of the Project Fees, are separate and distinct from this goal and the parties agree to perform all of their obligations regardless of the number of white-tailed deer finally euthanized by the Completion Date of the Project.

Agreed to by the Village:

VILLAGE OF CAYUGA HEIGHTS, NY

By: Linda Woodard
Linda Woodard, Mayor

Date: 4/3/2026

ATTEST


Jeffrey Walker, Clerk

Date: 4/3/2026

Agreed to by the Provider:

WHITE BUFFALO, INC.

By: Anthony J. DeNicola
Anthony J. DeNicola, President

Date:

ATTEST OR WITNESS

Vickie L. DeNicola, Vice President

Date: