

sent
11-5-23

#6

Rachel Kushner

From: 154298-88630160@requests.muckrock.com
Sent: Tuesday, November 7, 2023 1:44 PM
To: Rachel Kushner
Subject: New York Freedom of Information Law Request: Town of Hartland - Seaman Norris LLP contracts

Town of Hartland, Gasport, NY
FOIL Office
8942 Ridge Rd
Gasport, NY 14067

14

November 7, 2023

To Whom It May Concern:

Pursuant to the New York Freedom of Information Law, I hereby request the following records:

- 1.) Copy of any and all currently active contracts between the Town of Hartland and Seaman Norris LLP.
- 2.) Copy of any and all inactive/expired contracts between the Town of Hartland and Seaman Norris LLP between the following time period 01/01/2017- 11/07/2023.

The requested documents will be made available to the general public, and this request is not being made for commercial purposes.

In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not.

Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 5 business days, as the statute requires.

Sincerely,

Joanne Riford

View request history, upload responsive documents, and report problems here:

https://accounts.muckrock.com/accounts/login/?next=https%3A%2F%2Fwww.muckrock.com%2Faccounts%2Flogin%2F%3Fnext%3D%252Faccounts%252Fagency_login%252Ftown-of-hartland-gasport-36532%252Ftown-of-hartland-seaman-norris-llp-contracts-154298%252F%253Femail%253Drachelkushner%252540townofhartlandny.us&url_auth_token=AAHFrCuxcNIYhCJGctcvTQWOpYo%3A1r0R33%3AHXJTB38_hk17ufjkMlczvHdaqPGCKwTJETrTppaHm3c

If prompted for a passcode, please enter:
AKBMRAPJ

Filed via MuckRock.com
E-mail (Preferred): 154298-88630160@requests.muckrock.com

PLEASE NOTE OUR NEW ADDRESS

For mailed responses, please address (see note):

MuckRock News

DEPT MR 154298

263 Huntington Ave

Boston, MA 02115

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.





TOWN OF HARTLAND

W. Ross Annable, Supervisor
PHONE-716-735-7179
FAX- 716-735-3061
8942 RIDGE RD GASPORT NY 14067

November 10, 2023

Joanne Riford

Dear Ms. Riford:

This letter is to advise you that Town is in receipt of your F.O.I.L. request dated November 7, 2023 requesting the following:

1. Copy of any and all currently active contracts between the Town of Hartland and Seaman Norris LLP.
2. Copy of any and all inactive/expired contracts between the Town of Hartland and Seaman Norris LLP between the following time period 01/01/2017-11/07/2023.

Please be advised that pursuant to Freedom of Information Law, a search of documents requested will be conducted. It is estimated that your request will be granted, granted in part, or denied within twenty business days.

Judy Slabyk
Deputy Town Clerk



TOWN OF HARTLAND

W. Ross Annable, Supervisor
PHONE-716-735-7179
FAX- 716-735-3061
8942 RIDGE RD GASPORT NY 14067

December 4, 2023

Joanne Riford

Dear Ms. Riford:


This letter is to advise you that Town is in receipt of your F.O.I.L. request dated November 7, 2023.

You have requested the following:

1. Copy of any and all currently active contracts between the Town of Hartland and Seaman Norris LLP.
2. Copy of any and all inactive/expired contracts between the Town of Hartland and Seaman Norris LLP between the following time period 01/01/2017-11/07/2023.

Records consisting of 14 pages have been located and are available for review or copying at \$.25 per page.

You have the right to Appeal this decision. A written appeal may be directed to Hartland Town Board, Attention W. Ross Annable, 8942 Ridge Road, Gasport, New York 14067; phone (716) 735-7179.


Judy Slabyk
Acting Town Clerk



TOWN OF HARTLAND
MARGARET M. ZAEPFEL, SUPERVISOR
PHONE-716-735-7179
FAX- 716-735-3061
8942 RIDGE RD GASPORT NY 14067

January 19, 2024

Joanne Riford

This letter is to advise you we received your check in the amount of \$3.50 for copies of contracts between the Town and Seaman Norris LLP.

This request was satisfied on December 5, 2023 when Christine Little picked up and paid for the copies. She requested the receipt be put into your name, Joanne Riford. See attached copy of the receipt.

This check can be returned to you.

Please advise.

Caitlin Clark
Town Clerk

Town of Hartland
8942 Ridge Road
Gasport, NY 14067
(716) 735-7179

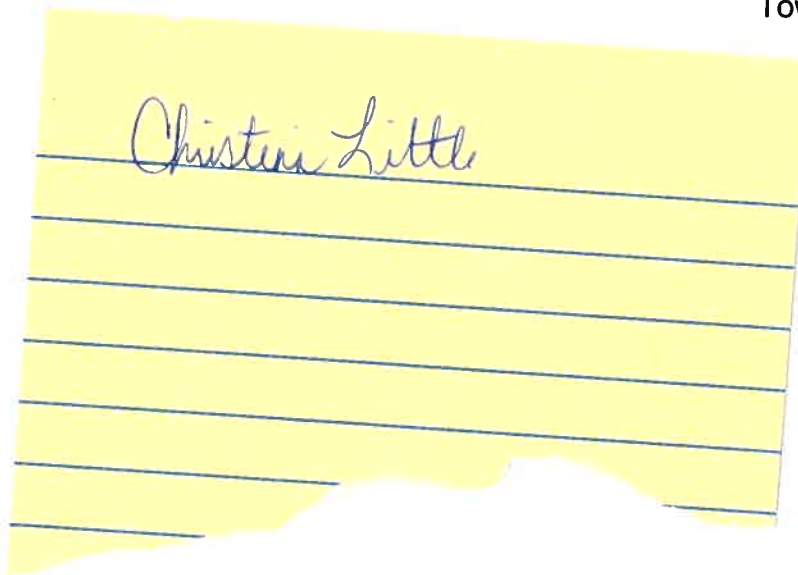
RECEIPT #3911

12/05/2023

Riford, Joanne

Received \$ 3.50 for Foi Requests, on 12/05/2023. Thank you for stopping by the Town Clerk's office.
As always, it is our pleasure to serve you.

Town Clerk



Christine Little

January 5, 2024

This is a follow up to a previous request:

To Whom It May Concern:

Please find enclosed a check for \$3.50 to satisfy the fee associated with the attached public records request.

Thank you.

View request history, see one related attachment, upload responsive documents, and report problems here:
<https://www.muckrock.com/respond/1642977/>

If prompted for a passcode, please enter:
AKBMRAPJ

Attachments:
• Riford Res #6

Filed via MuckRock.com
E-mail (Preferred): 154298-88630160@requests.muckrock.com

PLEASE NOTE OUR NEW ADDRESS
For mailed responses, please address (see note):
MuckRock News
DEPT MR 154298
263 Huntington Ave
Boston, MA 02115

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0004896-02

MuckRock News
DEPT MR 154298
263 Huntington Ave
Boston, MA 02115
154298-88630160@requests.muckrock.com

On Dec. 5, 2023:
Subject: Town of Hartland
Please see attached

Judy Slabyk
Deputy Town Clerk
Water Billing Clerk
Town of Hartland
716-735-7179 X104
716-735-3061 Fax

On Nov. 12, 2023:
Subject: Town of Hartland
Please see attached

Judy Slabyk
Deputy Town Clerk
Water Billing Clerk
Town of Hartland
716-735-7179 X104
716-735-3061 Fax

On Nov. 7, 2023:
Subject: New York Freedom of Information Law Request: Town of Hartland - Seaman Norris LLP contracts
To Whom It May Concern:

Pursuant to the New York Freedom of Information Law, I hereby request the following records:

- 1.) Copy of any and all currently active contracts between the Town of Hartland and Seaman Norris LLP.
- 2.) Copy of any and all inactive/expired contracts between the Town of Hartland and Seaman Norris LLP between the following time period 01/01/2017- 11/07/2023.

The requested documents will be made available to the general public, and this request is not being made for commercial purposes.

In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not.

Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 5 business days, as the statute requires.

MuckRock News
DEPT MR 154298
263 Huntington Ave
Boston, MA 02115
154298-88630160@requests.muckrock.com

Sincerely,

Joanne Riford

View request history, see one related attachment, upload responsive documents, and report problems here:
<https://www.muckrock.com/respond/1642977/>

If prompted for a passcode, please enter:
AKBMRAPJ

Attachments:
• Riford Res #6

Filed via MuckRock.com
E-mail (Preferred): 154298-88630160@requests.muckrock.com

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For mailed responses, please address (see note):
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DEPT MR 154298
263 Huntington Ave
Boston, MA 02115

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TOWN OF HARTLAND

W. Ross Annable, Supervisor

PHONE-716-735-7179

FAX- 716-735-3061

8942 RIDGE RD GASPORT NY 14067

December 4, 2023

Joanne Riford

Dear Ms. Riford:


This letter is to advise you that Town is in receipt of your F.O.I.L. request dated November 7, 2023.

You have requested the following:

1. Copy of any and all currently active contracts between the Town of Hartland and Seaman Norris LLP.
2. Copy of any and all inactive/expired contracts between the Town of Hartland and Seaman Norris LLP between the following time period 01/01/2017-11/07/2023.

Records consisting of 14 pages have been located and are available for review or copying at \$.25 per page.

You have the right to Appeal this decision. A written appeal may be directed to Hartland Town Board, Attention W. Ross Annable, 8942 Ridge Road, Gasport, New York 14067; phone (716) 735-7179.


Judy Slabyk
Acting Town Clerk

COPY

ATTORNEY CONTRACT

Agreement made this 11 day of January, 2017, between THE TOWN OF HARTLAND, hereinafter referred to as "Town" and SEAMAN NORRIS LLP, hereinafter referred to as "Attorneys":

1. The Town hereby engages the Attorneys and the Attorneys hereby agrees to perform services upon the terms and conditions hereinafter set forth.
2. The term of this contract shall commence January 1, 2017, and shall terminate at the first meeting of the Town Board in January, 2018.
3. The Attorneys agree to render general legal services including consultation with Town Officials, attendance at meetings of the Town Board, Planning Board, and Zoning Board of Appeals, serving as Town Prosecutor, and all normally anticipated services except as set forth in paragraph 4 below. For such services, the Town shall pay the Attorneys \$24,000.00 per year payable in monthly installments.
4. The following services shall be rendered by the Attorneys at an additional charge as follows:
 - a) Conducting or participating in actual or potential litigation on behalf of the Town and its members, handling collective bargaining negotiations or disputes, drafting/revision of large scale or complicated local laws or codes, and other extraordinary services will be billed at a rate of \$195.00 per hour;
 - b) Legal Services in connection with increase in facilities and capital projects and involving new construction or major maintenance or repair for which bidding is normally required will be provided at a rate equal to 1.25% of the total project cost.
 - c) Legal services in relation to a matter before a state agency, against the interest of the state, or otherwise set forth in Public Officers Law Section 73, if conducted by the Attorney, will be billed separately at a rate of \$195.00 per hour.

COPY

5. The Town shall also reimburse the Attorneys for all disbursements expended on behalf of the Town to be submitted on an itemized voucher.

6. This Contract may be terminated by either party at any time, and the Attorneys will be paid only for those services rendered prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto affix their hand and seal this 4th day of January, 2018.

Town of Hartland

By:

W. Ross Annable
W. Ross Annable, Supervisor

SEAMAN NORRIS LLP

By:

Brian D. Seaman
Brian D. Seaman, Attorney

ATTORNEY CONTRACT

COPY

Agreement made this 4th day of January, 2018,
between THE TOWN OF HARTLAND, hereinafter referred to as "Town"
and SEAMAN NORRIS LLP, hereinafter referred to as "Attorneys":

1. The Town hereby engages the Attorneys and the Attorneys hereby agrees to perform services upon the terms and conditions hereinafter set forth.
2. The term of this contract shall commence January 1, 2018, and shall terminate at the first meeting of the Town Board in January, 2019.
3. The Attorneys agree to render general legal services including consultation with Town Officials, attendance at meetings of the Town Board, Planning Board, and Zoning Board of Appeals, serving as Town Prosecutor, and all normally anticipated services except as set forth in paragraph 4 below. For such services, the Town shall pay the Attorneys \$24,000.00 per year payable in monthly installments.
4. The following services shall be rendered by the Attorneys at an additional charge as follows:
 - a) Conducting or participating in actual or potential litigation on behalf of the Town and its members, handling collective bargaining negotiations or disputes, drafting/revision of large scale or complicated local laws or codes, and other extraordinary services will be billed at a rate of \$195.00 per hour;
 - b) Legal Services in connection with increase in facilities and capital projects and involving new construction or major maintenance or repair for which bidding is normally required will be provided at a rate equal to 1.25% of the total project cost.
 - c) Legal services in relation to a matter before a state agency, against the interest of the state, or otherwise set forth in Public Officers Law Section 73, if conducted by the Attorney, will be billed separately at a rate of \$195.00 per hour.

COPY

5. The Town shall also reimburse the Attorneys for all disbursements expended on behalf of the Town to be submitted on an itemized voucher.
6. This Contract may be terminated by either party at any time, and the Attorneys will be paid only for those services rendered prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto affix their hand and seal this 3rd day of January, 2011.

Town of Hartland

By: W R Annable
W. Ross Annable, Supervisor

SEAMAN NORRIS LLP

By: B D Seaman
Brian D. Seaman, Attorney

COPY

ATTORNEY CONTRACT

Agreement made this 3rd day of January, 2019,
between THE TOWN OF HARTLAND, hereinafter referred to as "Town"
and SEAMAN NORRIS LLP, hereinafter referred to as "Attorneys":

1. The Town hereby engages the Attorneys and the Attorneys hereby agrees to perform services upon the terms and conditions hereinafter set forth.
2. The term of this contract shall commence January 1, 2019, and shall terminate at the first meeting of the Town Board in January, 2020.
3. The Attorneys agree to render general legal services including consultation with Town Officials, attendance at meetings of the Town Board, Planning Board, and Zoning Board of Appeals, serving as Town Prosecutor, and all normally anticipated services except as set forth in paragraph 4 below. For such services, the Town shall pay the Attorneys \$25,200.00 per year payable in monthly installments.
4. The following services shall be rendered by the Attorneys at an additional charge as follows:
 - a) Conducting or participating in actual or potential litigation on behalf of the Town and its members, handling collective bargaining negotiations or disputes, drafting/revision of large scale or complicated local laws or codes, and other extraordinary services will be billed at a rate of \$205.00 per hour;
 - b) Legal Services in connection with increase in facilities and capital projects and involving new construction or major maintenance or repair for which bidding is normally required will be provided at a rate equal to 1.25% of the total project cost.
 - c) Legal services in relation to a matter before a state agency, against the interest of the state, or otherwise set forth in Public Officers Law Section 73, if conducted by the Attorney, will be billed separately at a rate of \$205.00 per hour.

COPY

5. The Town shall also reimburse the Attorneys for all disbursements expended on behalf of the Town to be submitted on an itemized voucher.
6. This Contract may be terminated by either party at any time, and the Attorneys will be paid only for those services rendered prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto affix their hand and seal this 9th day of January, 2022

Town of Hartland

By:

W R Annable
W. Ross Annable, Supervisor

SEAMAN NORRIS LLP

By:

B D Seaman
Brian D. Seaman, Attorney

COPY

ATTORNEY CONTRACT

Agreement made this 4th day of January, 2020,
between THE TOWN OF HARTLAND, hereinafter referred to as "Town"
and SEAMAN NORRIS LLP, hereinafter referred to as "Attorneys":

1. The Town hereby engages the Attorneys and the Attorneys hereby agrees to perform services upon the terms and conditions hereinafter set forth.
2. The term of this contract shall commence January 1, 2020, and shall terminate at the first meeting of the Town Board in January, 2021.
3. The Attorneys agree to render general legal services including consultation with Town Officials, attendance at meetings of the Town Board, Planning Board, and Zoning Board of Appeals, serving as Town Prosecutor, and all normally anticipated services except as set forth in paragraph 4 below. For such services, the Town shall pay the Attorneys \$25,200.00 per year payable in monthly installments.
4. The following services shall be rendered by the Attorneys at an additional charge as follows:
 - a) Conducting or participating in actual or potential litigation on behalf of the Town and its members, handling collective bargaining negotiations or disputes, drafting/revision of large scale or complicated local laws or codes, and other extraordinary services will be billed at a rate of \$205.00 per hour;
 - b) Legal Services in connection with increase in facilities and capital projects and involving new construction or major maintenance or repair for which bidding is normally required will be provided at a rate equal to 1.25% of the total project cost;
 - c) Legal services in relation to a matter before a state agency, against the interest of the state, or otherwise set forth in Public Officers Law Section 73, if conducted by the Attorney, will be billed separately at a rate of \$205.00 per hour;

COPY

5. The Town shall also reimburse the Attorneys for all disbursements expended on behalf of the Town to be submitted on an itemized voucher.
6. This Contract may be terminated by either party at any time, and the Attorneys will be paid only for those services rendered prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto affix their hand and seal this 9th day of January, 2020.

Town of Hartland

By:

W R Annable
W. Ross Annable, Supervisor

SEAMAN NORRIS LLP

By:

Brian D. Seaman
Brian D. Seaman, Attorney

COPY

ATTORNEY CONTRACT

Agreement made this 14th day of January, 2021,
between THE TOWN OF HARTLAND, hereinafter referred to as "Town"
and SEAMAN NORRIS LLP, hereinafter referred to as "Attorneys":

1. The Town hereby engages the Attorneys and the Attorneys hereby agrees to perform services upon the terms and conditions hereinafter set forth.
2. The term of this contract shall commence January 1, 2021, and shall terminate at the first meeting of the Town Board in January, 2022.
3. The Attorneys agree to render general legal services including consultation with Town Officials, attendance at meetings of the Town Board, Planning Board, and Zoning Board of Appeals, serving as Town Prosecutor, and all normally anticipated services except as set forth in paragraph 4 below. For such services, the Town shall pay the Attorneys \$25,200.00 per year payable in monthly installments.
4. The following services shall be rendered by the Attorneys at an additional charge as follows:
 - a) Conducting or participating in actual or potential litigation on behalf of the Town and its members, handling collective bargaining negotiations or disputes, drafting/revision of large scale or complicated local laws or codes, and other extraordinary services will be billed at a rate of \$225.00 per hour for attorneys and \$100.00 per hour for paralegals and legal staff;
 - b) Legal Services in connection with increase in facilities and capital projects and involving new construction or major maintenance or repair for which bidding is normally required will be provided at a rate equal to 1.25% of the total project cost;
 - c) Legal services in relation to a matter before a state agency, against the interest of the state, or otherwise set forth in Public Officers Law Section 73, if conducted by the Attorney, will be billed separately at a rate of \$205.00 per hour;


CONFIDENTIAL

5. The Town shall also reimburse the Attorneys for all disbursements expended on behalf of the Town to be submitted on an itemized voucher.
6. This Contract may be terminated by either party at any time, and the Attorneys will be paid only for those services rendered prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto affix their hand and seal this ____ day of _____, 20__.

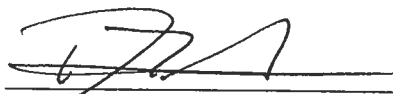
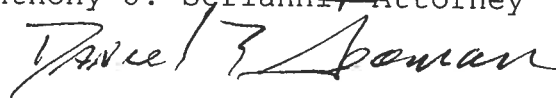
Town of Hartland

By:


W. Ross Annable, Supervisor

SEAMAN NORRIS LLP

By:


Anthony J. Serianni, Attorney


100

COPY

ATTORNEY CONTRACT

Agreement made this 10th day of January, 2022,
between THE TOWN OF HARTLAND, hereinafter referred to as "Town"
and SEAMAN NORRIS LLP, hereinafter referred to as "Attorneys":

1. The Town hereby engages the Attorneys and the Attorneys hereby agrees to perform services upon the terms and conditions hereinafter set forth.
2. The term of this contract shall commence January 1, 2022, and shall terminate at the first meeting of the Town Board in January, 2023.
3. The Attorneys agree to render general legal services including consultation with Town Officials, attendance at meetings of the Town Board, Planning Board, and Zoning Board of Appeals, serving as Town Prosecutor, and all normally anticipated services except as set forth in paragraph 4 below. For such services, the Town shall pay the Attorneys \$25,704.00 per year payable in monthly installments.
4. The following services shall be rendered by the Attorneys at an additional charge as follows:
 - a) Conducting or participating in actual or potential litigation on behalf of the Town and its members, handling collective bargaining negotiations or disputes, drafting/revision of large scale or complicated local laws or codes, and other extraordinary services will be billed at a rate of \$225.00 per hour for attorneys and \$100.00 per hour for paralegals and legal staff;
 - b) Legal Services in connection with increase in facilities and capital projects and involving new construction or major maintenance or repair for which bidding is normally required will be provided at a rate equal to 1.25% of the total project cost;
 - c) Legal services in relation to a matter before a state agency, against the interest of the state, or otherwise set forth in Public Officers Law Section 73, if conducted by the Attorney, will be billed separately at a rate of \$225.00 per hour;

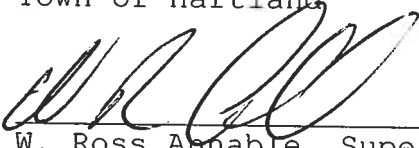
COPY

5. The Town shall also reimburse the Attorneys for all disbursements expended on behalf of the Town to be submitted on an itemized voucher.
6. This Contract may be terminated by either party at any time, and the Attorneys will be paid only for those services rendered prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto affix their hand and seal this 9th day of February, 2023.

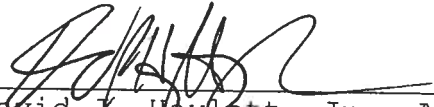
Town of Hartland

By:


W. Ross Annable, Supervisor

SEAMAN NORRIS LLP

By:


David J. Haylett, Jr., Attorney

COPY
ATTORNEY CONTRACT

Agreement made this 1st day of January, 2023,
between THE TOWN OF HARTLAND, hereinafter referred to as "Town"
and SEAMAN NORRIS LLP, hereinafter referred to as "Attorneys":

1. The Town hereby engages the Attorneys and the Attorneys hereby agrees to perform services upon the terms and conditions hereinafter set forth.
2. The term of this contract shall commence January 1, 2023, and shall terminate at the first meeting of the Town Board in January, 2024.
3. The Attorneys agree to render general legal services including consultation with Town Officials, attendance at meetings of the Town Board, Planning Board, and Zoning Board of Appeals, serving as Town Prosecutor, and all normally anticipated services except as set forth in paragraph 4 below. For such services, the Town shall pay the Attorneys \$25,704.00 per year payable in monthly installments.
4. The following services shall be rendered by the Attorneys at an additional charge as follows:
 - a) Conducting or participating in actual or potential litigation on behalf of the Town and its members, handling collective bargaining negotiations or disputes, drafting/revision of large scale or complicated local laws or codes, and other extraordinary services will be billed at a rate of \$225.00 per hour for attorneys and \$100.00 per hour for paralegals and legal staff;
 - b) Legal Services in connection with increase in facilities and capital projects and involving new construction or major maintenance or repair for which bidding is normally required will be provided at a rate equal to 1.25% of the total project cost;
 - c) Legal services in relation to a matter before a state agency, against the interest of the state, or otherwise set forth in Public Officers Law Section 73, if conducted by the Attorney, will be billed separately at a rate of \$225.00 per hour;

COPY

PROSECUTOR CONTRACT

Agreement made this 28 day of December, 2023,
between THE TOWN OF HARTLAND, with its principal office located at
8942 Ridge Road, Gasport, New York, hereinafter referred to as
"Town" and SEAMAN NORRIS LLP, having offices at 744 Davison Road,
Lockport, New York.

For the purpose of continuity in the coverage of the Town of
Hartland Prosecution, it is hereby agreed as follows:

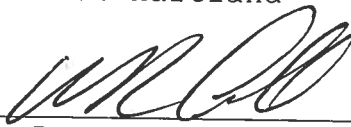
1. Seaman Norris LLP shall provide prosecution in the Town of
Hartland Town Court, with Anthony Serianni and David
Haylett Jr., as the designated prosecutors until such time
as this Contract is terminated by the Town Board or Seaman
Norris LLP, at will without cause, or by appointment of a
different prosecutor.
2. Services shall be billed by Seaman Norris LLP to the Town
of Hartland by voucher, at an hourly rate of \$250.00 per
hour.

IN WITNESS WHEREOF, the parties hereto affix their hand and
seal.

Dated: December 28, 2023

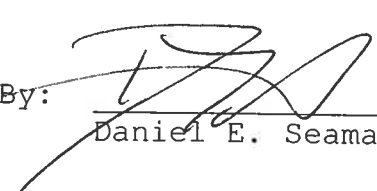
Town of Hartland

By:


W. Ross Annable, Supervisor

SEAMAN NORRIS LLP

By:


Daniel E. Seaman, Attorney

Town of Hartland
8942 Ridge Road
Gasport, NY 14067
(716) 735-7179

RECEIPT

#3926

01/30/2024

MuckRock

Received \$ 3.50 for Foi Requests, on 01/30/2024. Thank you for stopping by the Town Clerk's office.
As always, it is our pleasure to serve you.

Town Clerk

TheTownofHartland

TheTownofHartland Main Store
rachelkushner@townofhartlandny.us

Receipt of Purchase(Exc 01/30/2024 10:22:02 am
Tax)

Staff Manager
Device Town Clerk

PRODUCT	PRICE	QTY	TOTAL
Copies	\$0.25	14	\$3.50
Copies	\$0.25	0	\$0.00
Total Qty			14

Sub Total	\$3.50
Tax	\$0.00
Total	\$3.50

PAYMENT BY TENDER	AMOUNT
Check	\$3.50

TAX RATE	PERCENTAGE	TAX
----------	------------	-----

Thank you for stopping by!



RECB000C9RXSCO6MY6BK

