

Kevin Riford
3038 Michael Drive
North Tonawanda, NY 14120
kevinriford@outlook.com
716-951-2020

August 5, 2024

Niagara County District Attorney
Niagara County Courthouse, 3rd Floor
175 Hawley St., Lockport, NY 14094-2740

SENT VIA EMAIL TO: ncda@niagaracounty.com, michael.keane@erie.gov,
brian.seaman@niagaracounty.com, senator@gillibrand.senate.gov, senator@schumer.senate.gov,
letitia.james@ag.ny.gov

Niagara County Bail Bond Fraud

Dear Niagara County District Attorney's Office,

I am writing to formally express my concerns regarding a potential conflict of interest related to a criminal investigation into my complaint about a bail bondsman, which I filed with the New York State Department of Financial Services in June 2023.

Approximately one year ago, I reported allegations of bail bond fraud against Upstate Bail Bonds Inc., which is located in Niagara County, NY. Recently, on 7/23/2024, a criminal investigator named Robert Kolota from the NYS Department of Financial Services visited my residence to allegedly ask questions regarding this matter. Unfortunately, I was not able to come to the door in time, but I called and spoke to Mr. Kalota a day later on 7/24/2024 via phone. Mr. Kalota alleged that he did not have my phone number or email address, as the full file was not sent over to him. I kindly requested that Mr. Kalota send me his questions via email, which he was initially receptive to and stated he would, but ultimately, has failed to do so as of today's date. Mr. Kolata did inform me that he had received the file from the Niagara County District Attorney's Office.

I have significant concerns about the Niagara County District Attorney's Office being involved in this investigation for the following reasons.

- 1.) **Personal Relationships:** It has come to my attention that two current Niagara County judges, Jenelle Faso and Caroline Wojtaszek, wished the investigator, Robert Kolata, a happy birthday on Facebook. This relationship raises serious questions about the impartiality of any legal proceedings and investigation.¹

¹ EXHIBIT A – Photo of Jenelle Faso and Caroline Wojtaszek wishing Robert Kalota a happy birthday

- 2.) **Investigator's History:** The investigator, Robert Kolata, has a troubling history, including accusations of destroying evidence, threatening to arrest an expert witness, and breaking and entering. This history casts doubt on the integrity of the investigation.²
- 3.) **Source of Investigation:** The investigator stated that he obtained the file from your office. Given the potential conflicts of interest present, I am concerned that the investigation will not be conducted impartially by the Niagara County DA's Office.
- 4.) **Location of the Bail Company:** The bail company in question, Upstate Bail Bonds Inc., operates and is located within Niagara County. This proximity raises further concerns about the potential for local connections and biases among officials involved in this case. Relationships between the bail company and local law enforcement or judiciary can lead to favoritism or improper influence, undermining the fairness of any investigation or prosecution.
- 5.) **Involvement of Local Officials:** Upon information and belief, Niagara County - Town of Hartland Judge Joanne Sullivan and Court Clerk Trinity Doepp were nefariously involved with the fraudulent bail bond. When my sister, Katie Riford, brought this matter up during her court proceedings on 11/08/2023, Judge Sullivan refused to directly address the issue. Subsequently, during the same court proceeding, Judge Sullivan had Katie and her Americans with Disabilities Act advocate, Christina Little, arrested on disorderly conduct and contempt charges. Clearly, this was an act of retaliation and intimidation for exposing the bail bond fraud. Prior to these court proceedings, my family and I attempted to obtain certified copies of bail bond documents on file with the Town of Hartland Court. While the Town of Hartland Court was extremely uncooperative, we ultimately obtained the documents to prove that the bond was fraudulent. To date, the Town of Hartland Court has not contacted me to notify my family and I of the fraudulent bond.³
- 6.) **Past Contracts:** The court nefariously involved in this fraudulent bail matter is located in the Town of Hartland. The Town of Hartland has had past contracts for legal representation by David Seamans law firm, who is the father of current Niagara County District Attorney Brian Seaman. This connection raises serious questions about conflicts of interest that could affect the integrity of the investigation.⁴
- 7.) **Investigator's Family Connections:** Additionally, I have learned that the investigator, Robert Kolota, has a son who is employed by the Niagara County Sheriff's Office. This familial connection further complicates the matter and raises serious concerns about impartiality in the investigation.⁵
- 8.) **Ongoing Malicious Prosecution of My Sister as a Conflict of Interest:** My sister, Katie Riford, has been subjected to a pattern of malicious prosecution by the Niagara

² EXHIBIT B – Federal Lawsuit Against Robert Kolata

³ EXHIBIT C – Portion of 11/08/2023 Court Transcripts

⁴ EXHIBIT D – Copies of Seaman Norris contracts provided by the Town of Hartland

⁵ EXHIBIT E – Photos of Robert and Tyler Kalota

County District Attorney's Office for the past 2.5 years. According to court transcripts, Katie was informed that her charges could be any felony, this statement raises significant concerns, as New York law requires that charges be specific.

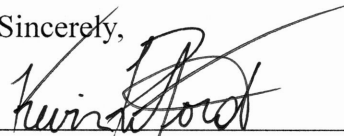
Furthermore, a preliminary hearing, which is required for felony charges under NYS law has never been conducted. According to § 180.10, "A local criminal court must conduct a preliminary hearing... in any case where a defendant is charged with a felony." Additionally, in felony cases, the prosecution must present the charges to a grand jury as mandated by New York Criminal Procedure Law § 190.50, which requires that a grand jury indictment be obtained before a felony prosecution can proceed. The Niagara County DA's Office never presented the alleged charge to a grand jury, and the grand jury indictment never occurred.

The absence of a specific charge, preliminary hearing, grand jury indictment, along with the elapsed statutory timeline for prosecution, raises serious questions about the fairness and motives of the Niagara County District Attorney's Office. This situation not only indicates an abuse of prosecutorial power but also creates a conflict of interest. It should come to no surprise that 2 of the 3 Assistant District Attorneys who have touched Katie's case including Elizabeth Ensell and Cherly Grundy have resigned from the Niagara County District Attorney's Office. The ongoing malicious prosecution of my sister will compromise the objectivity of the District Attorney's Office regarding my complaint about the bail bondsman, as the Niagara County DA may be more inclined to protect their own interests and reputation rather than pursue justice impartially. This has caused significant emotional distress for Katie.

- 9.) **Fear of Retaliation from the District Attorney's Office:** Given the ongoing malicious prosecution of my sister and the other conflicts of interest surrounding this case, I have genuine concerns about potential retaliation from the Niagara County District Attorney's Office for raising these issues. It is crucial for all parties involved to ensure that complaints and concerns can be raised without fear of retribution.

In light of the potential conflicts of interest outlined above, I firmly believe that the Niagara County District Attorney's Office should not be handling any portion of this case. The integrity of our judicial system demands that investigations and prosecutions be conducted without bias or undue influence. I respectfully request that this case be transferred to the Erie County District Attorney's Office for independent review and handling. I appreciate your attention to this request and look forward to your prompt response.

Sincerely,



Kevin Riford

EXHIBIT A



1y Like



Cindy Jung
Happy Birthday

1y Like



Jeryl Soto Engel
Happy Birthday!

1y Like



Lori Pusateri
Happy Birthday 🎉🎂🍰

1y Like



Ann Marie Moon
Happy birthday Rob!!!

1y Like



Andrea Dymek Williams
Happy birthday 🎉

1y Like



Jenelle Faso
Happy Birthday Rob!!! 🎉🎂🍰

1y Like



Beth Henry
Happy Birthday Rob! 🎉🎂🍰

1y Like



Caroline Hooper-Wojtaszek
Happiest of birthdays 🎉

1y Like



Maria Militello-Mills
Happy Birthday!!! 🎉

1y Like



Scott Baronecki
Happy Birthday Rob Kalota

1y Like



Karen J Sinon
Happy Birthday!!

EXHIBIT B

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

MUWAFAK RIZEK
290 Oliver Street
N. Tonawanda, New York 14120

Plaintiff,

v.

COMPLAINT
and
JURY DEMAND

CITY OF NORTH TONAWANDA
216 Payne Avenue
N. Tonawanda, New York 14120

and

ROBERT KALOTA

5882 Shawnee
Sanborn, New York 14132

and

FRANCIS J. CONWAY INVESTIGATION, INC.
k/n/a JAMES O'NEIL INVESTIGATIONS, INC.

PO Box 212
Clarence, New York 14301

and

VINCE PUPO
3678 Sixth Street
Blasdell, New York 14219

and

FLEX INVESTIGATIONS LTD.
PO Box 710
E. Amherst, New York 14051

Defendants.

Plaintiff MUWAFAK RIZEK (“plaintiff” or “Mr. Rizek”), by and through his attorney,
Kevin T. Stocker, Esq. PC, for his complaint against the Defendants CITY OF NORTH
TONAWANDA (“City”), ROBERT KALOTA (“Mr. Kalota”), FRANCIS J. CONWAY

INVESTIGATION, INC. (“Conway”), VINCE PUPO (“Mr. Pupo,”), FLEX INVESTIGATIONS LTD. (“Flex” or referred to collectively as “defendants”), alleges as follows:

NATURE OF THE ACTION

1. This is an action brought to remedy violations of the rights secured to plaintiff under Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.* (“Title VI”).
2. A supplemental New York State Common Law claim is additionally brought to remedy violations of the rights secured to plaintiff.
3. This action seeks compensatory damages in redress for defendants’ discriminatory and unlawful acts or omissions, and tortious interference with a contract.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this matter under 28 U.S.C. § 1331 because this action involves a federal question regarding the violation of Mr. Rizek’s rights under Title VI, and it has supplemental jurisdiction under 28 U.S.C. § 1367 to adjudicate Mr. Rizek’s state law claim for tortious interference with a contract under New York State Common Law.
5. Pursuant to 28 U.S.C. §§ 1391 (b)(1) and (2), venue is proper in the Western District of New York because Mr. Rizek, the City, Mr. Kalota, Conway and Mr. Pupa reside in this District and a substantial part of the events or omissions giving rise to the claims made in this complaint occurred in this District.

PARTIES

6. Mr. Rizek is the owner of Mark's Food Market II located at 290 Oliver Street, North Tonawanda, New York 14120 at all relevant times.
7. The City of North Tonawanda is a municipal corporation existing under the laws of the State of New York within the County of Niagara.
8. Robert Kalota, a citizen of the State of New York, is being sued in his official capacity as a Detective for the Police Department of the City of North Tonawanda, and individually for acts committed in violation of laws and departmental policy that constitute punitive damages.
9. Francis J. Conway Investigation, Inc. is a corporation existing under the laws of the State of New York, and known now as James O'Neil Investigations, Inc.
10. Vince Pupo, a citizen of the State of New York, was an employee of Francis J. Conway Investigation, Inc. at all relevant times, and is being sued in his individual and professional capacities for violations of laws committed by actions outside the scope of his employment.

FACTUAL ALLEGATIONS

11. Mr. Rizek is 27 years old, and a business owner by trade.
12. He owns Mark's Food Market II located at 290 Oliver Street, North Tonawanda, New York 14120.
13. On or about May 15, 2009, a fire occurred at Mark's Food Market II.

14. Based upon information and belief, Detective Robert Kalota has intentionally, negligently, or engaged in grossly negligent mishandling of the investigation into the fire that occurred at Mr. Rizek's business.
15. Despite findings by electrical experts, with greater than thirty (30) years of experience in the fire investigation and electrical field, North Tonawanda officials have intentionally or negligently reported false findings with respect to the aforementioned fire loss.
16. Based upon information and belief, North Tonawanda officials did not interview pertinent witnesses at all, failed to collect evidence, misinterpreted evidence, destroyed evidence, and/or contaminated the fire scene.
17. Based upon information and belief, if said acts were not negligence, then it is alleged that said acts were intentional misconduct.
18. Based upon information and belief, North Tonawanda officials worked in conjunction with Mr. Rizek's insurance carrier by improperly categorizing the cause of the fire as arson, stating to others in the community that "he engaged in arson," "was an arsonist," or comments similar thereto, and indirectly accused him of murder.
19. Due to the aforementioned actions of the defendants, Mr. Rizek had been unable to receive payment from the claim to repair his business and building.
20. Based upon information and belief, the City Courts, Police and Building Departments have treated Mr. Rizek in a discriminatory fashion due to his ethnic background.
21. Mr. Rizek filed a Notice of Claim on December 19, 2011.

FIRST CAUSE OF ACTION

(Discrimination in Violation of Title VI against City)

22. Mr. Rizek hereby repeats and realleges each and every allegation of the preceding paragraphs as if fully set forth herein.
23. Mr. Rizek is from Palestine and of Arab ethnicity.
24. The City of North Tonawanda is a recipient of federal funds as a city incorporated under the laws of the State of New York.
25. Based upon pattern and practice, the City of North Tonawanda engaged, and continues to engage, in ethnic discrimination.
26. The City of North Tonawanda unlawfully discriminated against Mr. Rizek based upon his ethnic background in violation of Title VI of the Civil Rights Act of 1964.
27. As a direct result of defendant's unlawful ethnic discrimination, Mr. Rizek has suffered monetary and/or economic harm.
28. The City's discriminatory actions in violation of Title VI were willful and intentional, and indicative of a deliberate indifference to Mr. Rizek's civil rights, for which he is entitled to an award of compensatory damages in an amount to be determined at trial, with attorney's fees and costs.

SECOND CAUSE OF ACTION

(Tortious Interference with a Contract against all defendants)

29. Mr. Rizek hereby repeats and realleges each and every allegation of the preceding paragraphs as if fully set forth herein.
30. Mr. Rizek had a valid contract with Finger Lakes Insurance Company.
31. The defendants had knowledge of this valid contract between Mr. Rizek and Finger Lakes.
32. Based upon information and belief, Mr. Kalota worked in conjunction with Mr. Rizek's insurance carrier by improperly categorizing the cause of the fire as arson when all factors and evidence clearly established that it was an electrical malfunction that caused the fire, thus interfering with the contract without justification.
33. Based upon information and belief, Mr. Kalota threatened to arrest Mr. Rizek's expert witnesses, and unlawfully broke into Mr. Rizek's business to steal electrical evidence.
34. These unlawful actions were motivated by a desire to falsely criminally prosecute Mr. Rizek, and hinder performance of Mr. Rizek's insurance contract.
35. Said actions of defendants have induced Finger Lakes to render performance of the insurance contract impossible.
36. As a direct result of defendants' unlawful actions, Mr. Rizek has sustained monetary and/or economic harm.

THIRD CAUSE OF ACTION

(Slander against all defendants)

37. Mr. Rizek hereby repeats and realleges each and every allegation of the preceding paragraphs as if fully set forth herein.

38. Defendants made oral defamatory statements regarding Mr. Rizek, stating to others in the community that “he engaged in arson,” “was an arsonist,” or comments similar thereto, and indirectly accused him of murder.
39. Due to these defamatory statements, Mr. Rizek has suffered injuries including damage to his reputation, and other economic/non-economic harm.

PRAYER FOR RELIEF

WHEREFORE, Mr. Rizek respectfully prays that this Court enter a judgment in his favor against Defendants City of North Tonawanda, Robert Kalota, Francis J. Conway Investigation, Inc., Vince Pupo, and Flex Investigations Ltd and grant him the following relief:

- A. A declaratory judgment that the actions, omissions, conduct, and practices of the defendants as complained herein violated the laws of the United States and the State of New York.
- B. An award of compensatory damages in an amount to be determined at trial, in excess of this court’s jurisdictional limitations, to compensate Mr. Rizek for all monetary and/or economic harm.
- C. An award of compensatory and punitive damages in an amount to be determined at trial to compensate Mr. Rizek for all non-monetary compensatory damages, including compensation for his pain and suffering, humiliation, slander, and other emotional pain and suffering.
- D. For such other and further relief that this Court deem just and proper including attorney’s fees, costs, and expenses.

JURY DEMAND

Mr. Rizek demands a jury trial on all issues of fact and damages as claimed in this Complaint.

DATED: December 7, 2012
Tonawanda, New York

/s Kevin T. Stocker
Kevin T. Stocker, Esq.
Attorney for Plaintiff
Muwafak Rizek
2645 Sheridan Dr.
Tonawanda, NY 14150
(716) 832-3006
kstockeresq@yahoo.com

EXHIBIT C

1 and this is in my, in November 8th Affidavit in Opposition
 2 filed today and the first thing I wanted to address with
 3 the Court that it's absolutely disgusting to be in your
 4 presence today. To be in Trinity's presence today...

5 THE COURT: Disparaging remarks will not be
 6 tolerated.

7 MISS RIFORD: Okay, that's fine. So It's
 8 absolutely, absolutely abhorrent that you, Justice Joanne
 9 Sullivan, received a letter from the American Surety
 10 Company which I have a copy of, okay...

11 THE COURT: Okay, let me...

12 MISS RIFORD: Just note, it is addressed on
 13 number, so we can all refer to it, 158 which is on page
 14 71 of the 72 and I'm going to read this. "Furthermore,
 15 newly verified fraudulent bail bond documents based upon
 16 an overwhelming amount of irrefutable credible evidence
 17 and information has shown that the Court upon information
 18 and belief has intentionally, willfully, and knowingly
 19 provided my family and I with false documents with the
 20 intent to defraud." Based on this and many other
 21 credible reasons you, Justice Joanne Sullivan, cannot
 22 rule on this matter and you need to recuse yourself
 23 immediately. I want you to know that I have reached out
 24 to law enforcement agencies and other agencies that are
 25 going to be handling this and I anticipate that a

1 thorough investigation based on your knowledge of the
 2 bail bond fraud and how you didn't even notify me when
 3 this is dated October 25th from the American Surety
 4 Company and today is November 8th of 2023 and you never
 5 reached out or had your Court Clerk who knowingly passed
 6 documents off to me addressed this to me in any capacity.
 7 You know what that is? It's a Class E felony known as,
 8 yes...

9 THE COURT: Okay, so...

10 MISS RIFORD: Offering a false instrument with
 11 the intent to defraud. That is what you are guilty of
 12 and you are not going to rule on this absolutely
 13 fictitious criminal case. I know it is fictitious based
 14 on an overwhelming amount of evidence that I have
 15 collected during the past twenty months that this
 16 nightmare has commenced. Okay.

17 THE COURT: So, my comment on the bail bond. I
 18 have what I believe to be an enforceable bail bond. You
 19 are out of custody. That's all I have to say about that.
 20 I will not recuse myself. If you have an issue with the
 21 bond, with the company...

22 MISS RIFORD: Okay, so...

23 THE COURT: The bail bondsman. You take...

24 MISS RIFORD: It's not an issue...

25 THE COURT: You, Kevin...

1 MISS RIFORD: With the bail bondsman.

2 THE COURT: Take it up with the...

3 MISS RIFORD: It's an issue with this Court.

4 THE COURT: Company.

5 MISS RIFORD: You provided false documents,
 6 okay.

7 THE COURT: No.

8 MISS RIFORD: Yes you did and you've been
 9 caught...

10 THE COURT: No.

11 MISS RIFORD: Red-handed.

12 THE COURT: Okay, I'm not going to argue this.

13 MISS RIFORD: In addition to this letter I also
 14 have multiple Court, or not Court employees, excuse me, I
 15 have multiple employees from the American Surety Company
 16 verifying that my name's not even in the system. Now,
 17 one would have to ask why would a Court produce a, a
 18 false...

19 THE COURT: Ma'am, this is an issue between...

20 MISS RIFORD: Bail document.

21 THE COURT: Kevin, you...

22 MISS RIFORD: No.

23 THE COURT: And the bond company.

24 MISS RIFORD: No, this is an issue between you
 25 and I, Justice Sullivan.

EXHIBIT D

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.

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- 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.
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 - 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: Brian 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 4th 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 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:

WR 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

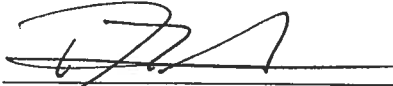
By:



W. Ross Annable, Supervisor

SEAMAN NORRIS LLP

By:



Anthony J. Serianni, Attorney



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;

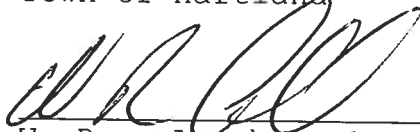
COPY

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

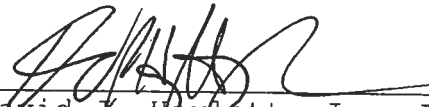
By:



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:

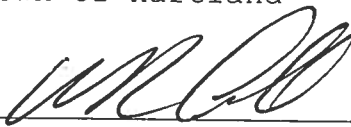
1. Seaman Norris LLP shall provide prosecution in the Town of Hartland Town Court, with Anthony Serianni and David Haylett Jr., as the designated prosecutors until such time as this Contract is terminated by the Town Board or Seaman Norris LLP, at will without cause, or by appointment of a different 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:

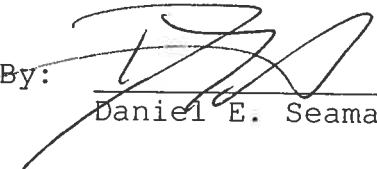

Daniel E. Seaman, Attorney

EXHIBIT E

