

PERFORMANCE AGREEMENT

This agreement between Steffanie N. Bell, hereinafter referred to as "Sole Assessor", and the Town of Portville, hereinafter referred to as "Town", shall define the terms and conditions of initiation and continuation of employment of Sole Assessor by Town.

Town agrees that:

1. This agreement shall supersede the agreement between Acting Assessor, hereinafter known as Sole Assessor, and Town signed September 15, 2010; and,
2. Sole Assessor shall be employed by Town for the period beginning September 15, 2010 and ending September 30, 2013; and,
3. Sole Assessor shall be a salaried employee, paid semi-monthly on the 1st and 15th of each month, earning a minimum of One Thousand Nine Hundred Twenty-Five Dollars (\$1,925.00) a month or \$0.9322 per parcel per month, whichever shall be greater when rounded to the nearest one cent; and,
4. The monthly minimum salary and the per parcel per month rate may be increased by the town board at its annual organization meeting and as reflected in the Minutes of said meeting; and,
5. Based on the parcel count as of January 1st of each year; for entry into the New York State Retirement System for the Town of Portville, Sole Assessor shall earn 0.01077 hours per parcel per week or 22.24 hours per week, whichever shall be greater; and,
6. Town may not enter into a contract or agreement to provide assessing services to another town without the prior written approval of the Sole Assessor unless that other town's parcels shall have been obtained through that other town's dissolution of municipal corporation and, thus, subsequently have become parcels of Town; and,
7. Based on the parcel count as of January 1st of each year or the initial date of contract signing, which ever shall be closer to the provision of service, for entry into the New York State Retirement System for any Town under contract to the Town of Portville for assessing services by Sole Assessor, Sole Assessor shall earn 0.01077 hours per parcel per week; and,
8. When the total number of parcels supported by the Sole Assessor is equal to or greater than Three Thousand Three Hundred Forty-Three (3,343), then the Sole Assessor shall be eligible for Town-paid health insurance and pre-paid health card; and,
9. While using personal vehicle and when submitted on a monthly voucher, Sole Assessor shall be reimbursed mileage at \$0.50 per mile while performing any Town business; and,
10. Sole Assessor shall be provided a workspace at Town's Municipal Building and computing capability to perform job functions; and,
11. Sole Assessor may be employed by other employers during the period of Sole Assessor's employment with the Town.



TOWN OF PORTVILLE, NEW YORK

Sole Assessor agrees that:

1. This agreement shall supersede the agreement between Acting Assessor, hereinafter known as Sole Assessor, and Town signed September 15, 2010; and,
2. Town Supervisor (or the Deputy Town Supervisor in the absence of the Town Supervisor) shall be Sole Assessor's immediate supervisor; and,
3. All necessary processes and forms, provided by the Town Bookkeeper or the Town Supervisor or Deputy Town Supervisor or the Town Clerk, shall be completed by Sole Assessor to enable employment compensation, health insurance coverage or recording of New York State Retirement System information; and,
4. The oath of office shall be taken and signed before the Town Clerk of the Town of Portville on or before October 14, 2010; and,
5. Sole Assessor shall adhere to all New York State laws, that property inventory is accurate on an annual basis, that valuation tables for land, improvements and buildings are reflecting market value when divided by the equalization rate on an annual basis, that images of properties and respective structures are accurate on an annual basis, that data extracts reflects accurate valuations and applicable ownership data, that interaction with the New York State Office of Real Property Tax Services (NYS ORPTS) organization and Cattaraugus County ORPTS (CC ORPTS), as well any other county's ORPTS organization is maintained at an effective working level to ensure functional productivity, that interaction with the public is maintained at an effective working level to ensure that recipient feels that he/she is respected and dealt with in a manner that conveys thoroughness, thoughtfulness, and credibility, and that all NYS ORPTS and county deadlines are met without extraordinary external assistance; and,
6. All property files are properly labeled, ordered, and documentation are continually synchronized to ORPTS database; and,
7. All building certificates of occupancy and completion and associated data provided by building inspector are entered into ORPTS database and property files within the applicable taxable year; and,
8. At all times to perform duties and responsibilities, interacting with the public, interact with other government agencies, and interact with Town employees, appointees, and officers in a manner which meets all published Town ethics standards and published Town personnel policy; and,
9. For 35 weeks a year, no less than 3 hours per week shall be spent at the Town Municipal Building during which the public will have access for consultation and assistance and that the times of access and consultation availability shall usually be between the hours of 5:00PM and 8:00PM one day a week as published on the Town web site www.portville-ny.org or the Town Clerk's bulletin board; and,
10. For 45 weeks a year, the public shall have communications access to the Sole Assessor for an additional four hours weekly by phone and email; and,
11. Sole Assessor accepts this position as being exempt and shall perform all duties and responsibilities of Sole Assessor as defined by New York State Law and as defined within this Agreement to satisfy the



completion of the annual Assessment Roll in a manner which results in the Town Board's perception of satisfactory performance by the Sole Assessor; and,

- 12. Sole Assessor shall be bound, not only by these terms and conditions, but also those conditions defined for an employee of a municipality or agency within New York State; and,
- 13. This Agreement is a public document and may be published in any manner that the Town may wish to use to share with the public and any other government agency.

This Agreement constitutes all of the terms and conditions of employment of the Sole Assessor and shall be binding between both the Sole Assessor and the Town. If any given part of this Agreement is found to be unlawful by the Courts, then both Parties agree that all remaining parts of this Agreement shall continue to be binding on both Parties.

Sole Assessor

Town of Portville

Steffanie N. Bell

W.A. Stern, Supervisor

September, 21, 2011

September 21, 2011

Date

Date