BARNSTABLE COUNTY
In the Year Two Thousand and Seventeen

PROPOSED ORDINANCE 17-

WHEREAS, the Barnstable County Home Rule Charter requires that all contracts be presented to the Assembly of Delegates for approval by the Assembly before they are signed by the Board of Regional Commissioners. [See: Charter, §§ 2-8 (b), and §§ 3-3 (g)]; and

WHEREAS, the Barnstable County Home Rule Charter requires that all decisions to “establish, alter or abolish any department, office or agency ...” be undertaken only by ordinance approved by the Assembly of Delegates. [See: Charter §§ 2-8 (d) (i)]; and

Whereas, the Assembly of Delegates has not by ordinance or otherwise participated in, nor have they approved the terms of the contract for “Termination and Transition” of the Cape Light Compact (Compact); and

WHEREAS, beginning in 1997, Barnstable County provided all start up funds, including continuing financial support and assistance and other direct funding, as well as personnel, equipment, office space, technology in the form of telecommunications and computer equipment, and other goods and services, tangible and intangible, from the outset of the Compact to the present; and

WHEREAS, according to the “termination agreement” put forward by withdrawing members, the withdrawing members seek to claim all assets generated by the intergovernmental entity which funds do not belong to individual withdrawing towns but rather belong to the ratepayers, the taxpayers of Barnstable County and Barnstable County; and

WHEREAS, the Barnstable County Commissioners have entered into an agreement for the withdrawal of members (i.e. cities and towns of Barnstable County) of the intergovernmental entity known as Cape Light Compact without any accounting or identification of assets; and

WHEREAS, the proposed conveyance of all of the assets held by Barnstable County as the fiscal agent for the intergovernmental entity known as Cape Light Compact is an unlawful and ultra vires conveyance which is not authorized by M.G.L. c. 40 Section 4A or any other authority; and

WHEREAS, Barnstable County has at all material times been the fiscal agent for the entity known as Cape Light Compact and has at all material times been responsible for the books and records of said entity and for the proper safeguarding of its assets; and

WHEREAS, the Barnstable County Commissioners and the County Administrator appear to have negotiated an agreement, without any public hearing, notice to ratepayers, accounting or other financial disclosure, that conveys all assets used by the Compact to it, without any reimbursement for personnel, benefits (such as health insurance and retirement), lease of county space, technological equipment and supplies, even including automobiles, provided to the Compact by Barnstable County; and
WHEREAS, the contract for "termination" is *ultra vires*, that is, beyond the authority of the Barnstable County Commissioners and the County Administrator, and should be held to be *void ab initio*, unenforceable from the beginning, negotiated as it was without approval of or participation by the Assembly and as it conveys away assets purchased with Barnstable County, taxpayer and ratepayer funds and never reimbursed; and

WHEREAS, the County of Barnstable as fiscal agent at all material times has a fiduciary duty under the intergovernmental agreement; and

NOW THEREFORE, Barnstable County hereby ordains, effective immediately,

1. The Cape Light Compact, and the Barnstable County employees involved in its operation and all other employees of other entities working pursuant to the existing inter municipal agreement or otherwise having access to the offices, equipment, and furnishings used for the work of the Compact are directed and prohibited from removing any property of any kind from the premises at Barnstable County complex;

2. An audit will be commenced under the control of auditors chosen by the Assembly with consultation with the Barnstable County Commissioners to determine, *inter alia*, the amount of the county investment from the inception of Cape Light to the present and the amount of money owed the county; as part of that review, the Compact and its employees and participating (now departing) members shall agree to reopen the "termination agreement" to ensure that the county is fairly and adequately compensated for its investment, to the present,

3. The auditors examining the books and records of the Compact shall be charged with identifying (a) how much money and property, including intellectual property was used by the Compact without payment, (b) which member(s) benefitted, and (c) how much is owed to the Barnstable County;

4. Barnstable County shall appropriate such funds as may be necessary to hire counsel to oversee the investigation of the finances of Cape Light Compact from its inception to the present, to ensure the safety of rate payer and county funds during the course of the dissolution of the entity known as Cape Light Compact, and to ensure the proper arrangements for reimbursement of funds owed to the County and/or to the ratepayers.

Dated March 1, 2017

Submitted by:

Truro Delegate Deborah L. McCutcheon,

Wellfleet Delegate, Lilli-Ann Green
Provincetown Delegate, Brian O'Malley, MD

Orleans Delegate, Christopher W. Kanaga

Chatham Delegate, Ronald Bergstrom
Section 4A. The chief executive officer of a city or town, or a board, committee or officer authorized by law to execute a contract, in the name of a governmental unit may, on behalf of the unit, enter into an agreement with another governmental unit to perform jointly or for that unit's services, activities or undertakings which any of the contracting units is authorized by law to perform, if the agreement is authorized by the parties thereto, in a city by the city council with the approval of the mayor, in a town by the board of selectmen and in a district by
under chapter 16:1B, a water and sewer commission established however constituted, a Regional Transit Authority established
defined in section 1:9; a Regional Planning Commission, a city, town or a Regional School District, a district as
mean a city, town or a Regional School District, a district as
For the purposes of this section, a "governmental unit" shall
agreement lawfully entered into in accordance with this section. unit shall be exempt from liability for its obligations under an
provisions of law or charter to the contrary, no governmental
is obligating under such agreement. Notwithstanding any
dept for purposes for which it may legally incur debt, to meet
raise money by any lawful means, including the incurring of
accordance with the provisions of law applicable to it, may
A governmental unit, when duly authorized to do so in
may be specified in the authorizing votes of the parties there.
establish such maximum financial liability of the parties as
maximum term, not exceeding twenty-five years, and shall
by the school committee. Any such agreement shall be for such
programs, the agreement and its termination shall be authorized
Supplementary education centers and innovative educational
agreement involves the expenditure of funds for establishing
the Pupinelsel Committee; provided, however, that when the
Any reimbursement of or agreement shall be plaintively marked to indicate that the work was
All bills and payroll submitted for work done under any such

the town's elected bodies.
regional entity, shall be solely subject to the approval of
an intergovernmental agreement under this section, or to join a
governmental unit from said agreement. A decision to enter into
units from continuing procedures for withdrawal of a
prohibits any agreement entered into between governmental
agreement shall also require that periodic financial statements
be issued to all participants. Nothing in this section shall
agreement to give appropriate performance bonds. The
such records and provisions for officers responsible for the
contributions received; the performance of regular audits of
performance, costs incurred, and reimbursements and
not limited to: accurate and comprehensive records of services
supporting financial safeguards for all participants, including, but
All agreements put into effect under this section shall provide


as defined in section 1 of chapter 6A.
under chapter 40N of a special law, a county, or a state agency

https://laws.legis.alaska.gov/Laws/GeneralLaws/GeneralLawsPart/Title42/Chapter6A/Section4A
Governmental unit or units, or undertaking is being performed in or for another employment or such unit, notwithstanding such service, activity, agreement shall be deemed to be engaged in the service and any such service, activity or undertaking under such an employees of a governmental unit while engaged in performing accordance with the said provisions. The equipment and contribution toward the cost of such work may be expended in provisions of section fifty-three of chapter forty-four for or estimated receipts, but any funds received under the governmental unit shall be credited on the books to the account reimbursement received under any such agreement by any intervals as the agreement provides. The amount of contribution toward the cost of such work shall be made at such

http://www.goveclimate.gov.law/gen/lawpartIIl/chapter4/sectiona
Governmental, a regional transit authority established pursuant to
commission, however constituted, the Hampshire council of
a district as defined in section 1A, a regional planning
"Governmental unit", a city, town or a regional school district,

following meanings:

words shall, unless the context requires otherwise, have the
Section 4A 1/2, (a) For purposes of this section, the following
November 7, 2016.

[Text of section added by 2016, 218, Sec. 20 effective]
Powers agreement shall be authorized by the parties thereto in and departments shall be subject to chapter 115. The Joint
any city or town or districts and municipal veterans' services
Joint powers agreement shall not apply to veterans' services in joint powers agreement within a designated region, provided, however, that the duties within a designated region, provided, however, that the duties shall not exceed those for the Joint exercise of any of their common powers and
enter into a joint powers agreement with another governmental
the name of a governmental unit may, on behalf of the unit, governmental unit may, on behalf of the unit,
the committee or officer authorized by law to execute a contract in the name of a governmental unit may, on behalf of the unit,
(q) The chief executive officer of a city or town, or a board,
the chief executive officer of a city or town, or a board,
shall be exercised.
the powers and duties provided in a joint powers agreement the powers and duties provided in a joint powers agreement
"Region", any geographically-designated area within which "Region", any geographically-designated area within which
"Region", any geographically-designated area within which
governing any such unit and this section.
governing any such unit and this section.
governing any such unit and this section.
by participating governmental units pursuant to the laws by participating governmental units pursuant to the laws
conditions of the Joint exercise of powers and duties entered conditions of the Joint exercise of powers and duties entered
"Joint powers agreement", a contract specifically the terms and "Joint powers agreement", a contract specifically the terms and
begun, as defined in section 1 of chapter 6A.
chapter 161B, a water and sewer commission established

https://maleighberson.gov/law/generallaw/part7/thevi/chapter40/section4-1-2
Section 4A/12
undertakings within the region, (ii) establishing and
the manner of: (i) founding the Joint services, activities or
to the division of local services in the department of revenue;
and shall be provided to the member governmental units and
funds shall be subject to an annual audit and a copy of such
police and corporate created pursuant to subsection (d) whose
therefore, provided, however, that such entity shall be a body
within the region, and the specific powers and duties delegated
thereby to perform the services, activities or undertakings
organization, composition and name of the entity created
of the region: (3) the specific
be jointly performed within the region: (2) the services, activities or undertakings to
be accomplished; (2) the services, activities or undertakings to
the purpose and the method by which the purpose shall
(c) The Joint powers agreement shall specify the following: (1)

pursuant to chapter 150E.

to join an existing region, shall not be subject to bargaining
enter into a joint powers agreement pursuant to this section, or
and in a district, by the prudential committee. A decision to
approval of the mayor in a town, by the board of selectmen;
the following manner: in a city, by the city council with the
any such other powers as are

unit were computed; and (7) any annual charges assessed against each governmental

financial statement and a statement showing the method by

each member governmental unit, which shall contain a detailed
government and other grants from the Commonwealth, the Federal

for and receive grants from the Commonwealth, the Federal

operation of the region; (4) receive and expend funds; (5) apply

moneys; and (6) receive and expend contributions and other insurances

made, amended and repealed policies and procedures relative to the

necessary for the exercise of the powers of the region; (3)

made and execute contracts and other instruments

a body politic and corporate with the power to: (1) sue and be

(d) An entity established by a joint powers agreement shall be

An entity established by a joint powers agreement shall be

and the addition of any new governmental units; and (6) its

agreement, the withdrawal of any participating governmental

agreement the withdrawal of the joint powers

procedures related to the termination of the joint powers

perform such services, activities or undertakings; (5) any

purposes, terms and amounts of debt the entity may incur to

pursuant to subsection (e), including any limitations on the

maintaining a budget therefore and (iii) authorizing borrowing

subsection 4A/1
authorized to receive, invest and disburse all funds of the entity
direction and approval of the board of directors. The treasurer, subject to the
directors or other employee of the entity shall be eligible to
participating governmental units. No member of the board of
appoint a treasurer who may be a treasurer of 1 of the
any other source shall be deposited. The board of directors shall
and all grants and gifts from the federal or state government or
all moneys contributed by the participating governmental units,
board of directors shall establish and manage a fund to which
establish any policies and procedures necessary to do so. The
board of directors shall coordinate the activities of the entity and may
salary or stipend for their service as a board member. The board
member of the board of directors shall receive an additional
member of the board of directors shall be entitled to a vote. No
representing each participating governmental unit. Each
by a board of directors comprised of at least 1 member
(e) An entity created pursuant to this section shall be governed
necessary to properly carry out its powers as a body politic and
materials and services and for the purchase or lease of land.

to Chapter 30B, enter into contracts for the purchase of supplies,
Chapter 44. The board of directors may, subject
powers agreement, standard lending practices and sections 16 to
borrowing, loans or mortgages shall be consistent with the Joint
necessary to carry out the purposes of the entity. The
federal or corporate grants or contracts to obtain funds
short-term loan agreements or mortgages and apply for state,
the board of directors may borrow money, either into long or
eligible to hold the office of treasurer.

pursuant to sections 52 and 56 of Chapter 41 and shall not be
have the duties and responsibilities of an auditor or accountant
the participating governmental units. The business officer shall
and shall be responsible with auditor, town accountant or officer with similar duties, of 1 of
the board shall appoint a business officer who may be a city
with section 55B of Chapter 44.

appropriate investments of the funds of the entity consistent
fixed by the board of directors. The treasurer may make
the faithful performance of his duties in a form and amount as
without further appropriation. The treasurer shall give bond for

https://malleshwaram.gov.in/General/laws/Finance/PartII/Chapter40/Sections41-2
agreement relating to public schools may only be entered into

agreement may be characterized or named a joint powers

respective of how the entity created pursuant to a joint powers
district, union, collaborative, charter school or virtual school,

made pursuant to this section may, in substance, create such a

provisions of the General Laws and no joint powers agreement
virtual school may only be formed as provided in the applicable

educational collaborative, charter school or commonwealth

(h) A regional school district, superintendent union,

in the joint powers agreement

unless the participating governmental unit has agreed otherwise

the region or any entity created by the joint powers agreement,

the acts of commission of another participating governmental unit or

(e) A participating governmental unit shall not be liable for

and other terms and conditions of employment of personnel,

join powers agreement and establish the duties, compensation

directors may employ personnel to carry out the purposes of the

(f) The entity shall be a public employer. The board of

of directors.

buildings and equipment, as considered necessary by the board

http://www.mass.gov/elections/sectiona/sections-1-2
Section 48.1/2
by the school committee, or other governing board, as applicable.
American manufacturers marked in water line with the name of animal glue or gelatin, and preference shall be given to paper of well finished or on one hundred per cent bond paper sized with new cotton clippings, well sized with animal sizing and records shall be entered on record on paper made of linen rags. Records shall be entered or recorded on paper made of linen rags, microphotograph, map or plan. All written or printed public written or printed book or paper, or any photograph, written or printed, record in this chapter shall mean any effective January 1, 2017. For text effective January 1, 2017, see below.

Chapter 66: Public Records

Title X: Administration of the Government

| Part I | Section 3 | Microfilm Records: Defined, Quality of Paper and Film | Section 3 | Public Records |
record, or to such person as he may designate.

intercal shall be given to the person offering the same for
custody, in which case a photographic or other attested copy
addition to the making of such record, retain the original in his
record is to be sufficiently legible, he may, in
record is so illegible that a photographic or microphotographic
judgment of the recording officer as instrument offered for
microphotographic record and shall be written record. If in the
cause cross references to be made between said photographic or
the purpose. In every such instance the recording officer shall
of the instrument, which copy shall be filed in a book kept for
photographic or microphotographic record, a written copy
shall be filed or indented, may make, in addition to said
instances where the photographic print or microphotographic
microphotographic process is used, the recording officer, in all
by any combination of the same. When the photographic or
photographic process, or by the microphotographic process, or
made by handwriting or by typewriting, or in print, or by the
approved by the supervisor of records. Public records may be
plans which are public records shall be made of materials
the manufacturer. All photographic, microphotographic, maps


Section 3
or microphotographic film is illegible or indistinguishable, any make,
recording officer, in all instances where the photographic print
the photographic or microphotographic process is used, the
by electronic means, or by any combination of the same, When
photographic process, or by the microphotographic process, or
made by handwriting, or by typewriting, or in print, or by the
approved by the supervisor of records. Public records may be
made of materials
planes which are public records shall be made of materials
manufactured. All photographs, microphotographs, maps and
manufactured, marked in water line with the name of the
gelatin, and preference shall be given to paper of American
made of 100% cotton bond paper sized with animal glue or
one hundred per cent bond paper sized with animal glue or
clippings, well sized with animal sizing and well finished on an
covered or recorded on paper made of linen rag and new cotton
map or plan. All written or printed public records shall be
printed book or paper, or any photographic, microphotographich
The word “record” in this chapter shall mean any written or
January 1, 2017, see above
January 1, 2017, see 2016, 121, Sec. 22. For text effective until
First paragraph as amended by 2016, 121, Sec. 8, effective

https://www.billsinfo.gov/Laws/GeneralLaws/Pub/Laws/Chapters/Section3

Section 3
Correction to the supervisor of records.

Faulty records and make report of such inspection and
least once in every three years correct any failing or otherwise
all records made by either of said processes to be inspected at
process of the microphotographic process shall thereupon cause
officer adopting a system which includes the photographic
subject to the provisions of sections one and nine, a recording
may designate.

person obtaining the same for record or to such person as he
photographic or other attested copy thereof shall be given to the
record; retain the original in his custody, in which case a
sufficiently legible, be may, in addition to the making of such
photographic or microphotographic record thereof would not be
officer an instrument offered for record is so illegible that a
said typewritten record. If in the judgment of the recording
between said photographic or microphotographic record and
recording officer shall cause cross references to be made
a book kept for the purpose. In every such instance the
photograph copy of the instrument, which copy shall be filed in
in addition to said photographic or microphotographic record,
copies to be made of the records of births, marriages, etc.
for such copies, City councils and selectmen may also cause
the same to be delivered by their custodians to any county, city or town
the Commonwealth, and such records within the Commonwealth
county, city or town, whether such records are within or without
town or of cases entailing therefo, to be made for their
common lands, relative to land situated in the county, city or
town proprietor, or proprietors of plantations, townships or
may cause copies of records of counties, cities or towns, or
section 5, County commissioners, city councils and selectmen

Chapter
Title
Part
Section 5
MUNICIPAL RECORDS; COPIES
PUBLIC RECORDS
ADMINISTRATION OF THE GOVERNMENT
and deatils kept by a church or parish in their city or town.
MUNICIPAL RECORDS RETENTION SCHEDULE

Quick Guide

Exported from the Massachusetts Records Retention Schedule Database on October 24, 2016
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<th>Schedule Description</th>
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<tr>
<td>01.069 Mileage Reports</td>
<td></td>
<td>Retain until completion of satisfactory audit.</td>
</tr>
<tr>
<td>01.083 Payroll Sheets (Departmental)</td>
<td></td>
<td>Retain until administrative use ceases. Permission from Supervisor not required for destruction.</td>
</tr>
<tr>
<td>01.084 Payroll, Registers</td>
<td></td>
<td>Retain until completion of satisfactory audit, provided information is recorded in quarterly report. See Personnel, Payroll, Quarterly Reports (23.21).</td>
</tr>
<tr>
<td>01.085 Personnel, (a) Employment Applications (Hired)</td>
<td></td>
<td>Retain 20 years after termination of employment.</td>
</tr>
<tr>
<td>01.086 Personnel, (b) Employment Applications (Unhired)</td>
<td></td>
<td>Retain 1 year following filling of position or cancellation of vacancy, whichever is later.</td>
</tr>
<tr>
<td>01.087 Personnel, (c) Earning Records</td>
<td></td>
<td>Permanent.</td>
</tr>
<tr>
<td>01.088 Personnel, (d) Personnel Files Other than Earning Records</td>
<td></td>
<td>Retain 20 years after termination of employment.</td>
</tr>
<tr>
<td>01.089 Personnel, Accident Report Forms</td>
<td></td>
<td>Retain 3 years.</td>
</tr>
<tr>
<td>01.090 Personnel, Accident Reports (a) Personal Injury</td>
<td></td>
<td>Retain 7 years.</td>
</tr>
<tr>
<td>01.091 Personnel, Accident Reports (b) Property Damage</td>
<td></td>
<td>Retain 3 years.</td>
</tr>
<tr>
<td>01.092 Personnel, Appointment Certificates</td>
<td></td>
<td>Retain 20 years after termination (personnel file 23.50).</td>
</tr>
<tr>
<td>Schedule Number and Title</td>
<td>Total Retention</td>
<td>Schedule Description</td>
</tr>
<tr>
<td>--------------------------</td>
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<td>----------------------</td>
</tr>
<tr>
<td>01.093</td>
<td><strong>Personnel, Attendance Report</strong></td>
<td>Retain for 20 years after termination</td>
</tr>
<tr>
<td>01.094</td>
<td><strong>Personnel, Authorized Leave Report</strong></td>
<td>Retain 3 years.</td>
</tr>
<tr>
<td>01.095</td>
<td><strong>Personnel, Civil Service Approvals</strong></td>
<td>Retain 20 years after termination</td>
</tr>
<tr>
<td>01.096</td>
<td><strong>Personnel, Civil Service Forms</strong></td>
<td>Retain 20 years.</td>
</tr>
<tr>
<td>01.097</td>
<td><strong>Personnel, Court Witness Travel Expense</strong></td>
<td>Retain until completion of satisfactory audit.</td>
</tr>
<tr>
<td>01.098</td>
<td><strong>Personnel, Daily Assignment Sheets</strong></td>
<td>Retain 3 years.</td>
</tr>
<tr>
<td>01.099</td>
<td><strong>Personnel, Drill Reports</strong></td>
<td>Retain 3 years.</td>
</tr>
<tr>
<td>01.100</td>
<td><strong>Personnel, Earning Reports</strong></td>
<td>Retain 1 year if record copy is kept centrally e.g., by Accountant/Auditor or Treasurer, otherwise retain 60 years.</td>
</tr>
<tr>
<td>01.101</td>
<td><strong>Personnel, Equipment Loan Report (for Long Term Use)</strong></td>
<td>Retain until return of equipment.</td>
</tr>
<tr>
<td>01.102</td>
<td><strong>Personnel, Group Insurance Reports (Blue Cross etc.)</strong></td>
<td>Retain 3 years.</td>
</tr>
<tr>
<td>01.103</td>
<td><strong>Personnel, Individual Training Report</strong></td>
<td>Retain 7 years after termination of personnel.</td>
</tr>
<tr>
<td>Schedule Number and Title</td>
<td>Total Retention</td>
<td>Schedule Description</td>
</tr>
<tr>
<td>--------------------------</td>
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</tr>
<tr>
<td>01.104 Personnel, Leave Reports (Authorized)</td>
<td>Retain 3 years.</td>
<td></td>
</tr>
<tr>
<td>01.105 Personnel, Overtime Reports</td>
<td>Retain 3 years.</td>
<td></td>
</tr>
<tr>
<td>01.106 Personnel, Payroll Deduction Reports</td>
<td>Retain until administrative use ceases if record copy is kept centrally e.g., by Treasurer, otherwise retain until completion of satisfactory audit.</td>
<td></td>
</tr>
<tr>
<td>01.107 Personnel, Payroll, Quarterly Reports</td>
<td>Retain 1 year if record copy is kept centrally e.g., by Accountant/Auditor or Treasurer. Otherwise, retain 60 years.</td>
<td></td>
</tr>
<tr>
<td>01.108 Personnel, Payroll, Weekly, Bi-weekly or Monthly Payroll</td>
<td>Retain until completion of satisfactory audit provided recorded elsewhere in a summary record. See Payroll, Quarterly Reports.</td>
<td></td>
</tr>
<tr>
<td>01.109 Personnel, Performance Bonds</td>
<td>Retain 7 years.</td>
<td></td>
</tr>
<tr>
<td>01.110 Personnel, Personnel Files</td>
<td>Retain 20 years after termination.</td>
<td></td>
</tr>
<tr>
<td>01.111 Personnel, Sick Leave Reports</td>
<td>Retain 3 years.</td>
<td></td>
</tr>
<tr>
<td>01.112 Personnel, Tax Exemption Certificates</td>
<td>Retain 1 year if record copy is kept centrally e.g., by Accountant/Auditor or Treasurer; otherwise Retain 5 years, provided a satisfactory audit has been completed.</td>
<td></td>
</tr>
<tr>
<td>01.113 Personnel, Tax Withholding Statements</td>
<td>Retain 1 year if record copy is kept centrally e.g., by Accountant/Auditor or Treasurer; otherwise Retain 5 years, provided a satisfactory audit has been completed.</td>
<td></td>
</tr>
<tr>
<td>01.114 Personnel, Time Sheets</td>
<td>Retain 3 years following completion of satisfactory audit.</td>
<td></td>
</tr>
<tr>
<td>Schedule Number and Title</td>
<td>Total Retention</td>
<td>Schedule Description</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-----------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>01.115  Personnel, Training Report for Individual Employees</td>
<td>Retain 1 year if copy is filed in personnel file; otherwise retain 7 years after termination of employee.</td>
<td></td>
</tr>
<tr>
<td>01.116  Personnel, Vacation Report</td>
<td>Retain 3 years.</td>
<td></td>
</tr>
<tr>
<td>01.117  Personnel, Weekly Personnel Report</td>
<td>Retain 5 years.</td>
<td></td>
</tr>
<tr>
<td>01.118  Physician's Accident Report</td>
<td>Retain 7 years.</td>
<td></td>
</tr>
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<td>01.132  Retirement Board, Reports to</td>
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<td></td>
</tr>
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<td>01.135  Travel Expense Reports</td>
<td>Retain until completion of satisfactory audit.</td>
<td></td>
</tr>
<tr>
<td>Schedule Number and Title</td>
<td>Total Retention</td>
<td>Schedule Description</td>
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</tr>
<tr>
<td>01.125 Receipt Book</td>
<td></td>
<td>Retain until completion of satisfactory audit.</td>
</tr>
<tr>
<td>01.126 Receipts</td>
<td></td>
<td>Retain until completion of satisfactory audit.</td>
</tr>
<tr>
<td>01.127 Receipts (estimated annual)</td>
<td></td>
<td>Retain until administrative use ceases. Permission from Supervisor not required for destruction.</td>
</tr>
<tr>
<td>01.128 Receipts for Preceding Year, Notice of</td>
<td></td>
<td>Retain until completion of satisfactory audit.</td>
</tr>
<tr>
<td>01.129 Receipts, Daily</td>
<td></td>
<td>Retain until completion of satisfactory audit.</td>
</tr>
<tr>
<td>01.130 Receipts, Schedule of</td>
<td></td>
<td>Retain until completion of satisfactory audit.</td>
</tr>
<tr>
<td>Schedule Number and Title</td>
<td>Total Retention</td>
<td>Schedule Description</td>
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</tr>
<tr>
<td>01.033</td>
<td><strong>Invoice Warrants</strong></td>
<td>Retain until completion of satisfactory audit.</td>
</tr>
<tr>
<td>01.138</td>
<td><strong>Warrants – as signed by select board or the like</strong></td>
<td>Permanent.</td>
</tr>
<tr>
<td>01.139</td>
<td><strong>Warrants, Farm Animal, Equipment and Machinery Excise. Form 57FAE-ME</strong></td>
<td>Retain until completion of satisfactory audit or final settlement of levy, whichever is later.</td>
</tr>
<tr>
<td>01.140</td>
<td><strong>Warrants, Various Warrants to Collector</strong></td>
<td>Retain until completion of satisfactory audit or final settlement of levy, whichever is later. Includes all taxes, excises, betterments, special assessments liens (actual, original, omitted, revised, supplemental, reassessed, apportioned, added to tax, special, recommitted).</td>
</tr>
<tr>
<td>Schedule Number and Title</td>
<td>Total Retention</td>
<td>Schedule Description</td>
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</tr>
<tr>
<td>02.001 Accountant, Appointment of</td>
<td>Permanent.</td>
<td></td>
</tr>
<tr>
<td>02.002 Accountant, Oath of</td>
<td>Permanent.</td>
<td></td>
</tr>
<tr>
<td>02.003 Appropriation Statements, Monthly. Form AD 18</td>
<td>Retain until completion of satisfactory audit.</td>
<td></td>
</tr>
<tr>
<td>02.004 Appropriation, Notice of Expended</td>
<td>Retain until completion of satisfactory audit or final settlement of levy, whichever is later.</td>
<td></td>
</tr>
<tr>
<td>02.005 Appropriation, Notice of Transfer</td>
<td>Retain until completion of satisfactory audit.</td>
<td></td>
</tr>
<tr>
<td>02.006 Appropriations, Table of Estimated</td>
<td>Retain until administrative use ceases. Permission from Supervisor not required for destruction.</td>
<td></td>
</tr>
<tr>
<td>02.007 Assistant, Appointment of</td>
<td>Permanent.</td>
<td></td>
</tr>
<tr>
<td>02.008 Assistant, Oath of</td>
<td>Permanent.</td>
<td></td>
</tr>
<tr>
<td>02.009 Bills Payable, Schedule of Departmental. Form AD 32, 33</td>
<td>Retain until completion of satisfactory audit.</td>
<td></td>
</tr>
<tr>
<td>02.010 Bills Receivable, Schedule of. Form AD 34, 35</td>
<td>Retain until completion of satisfactory audit.</td>
<td></td>
</tr>
<tr>
<td>02.011 Cash Book</td>
<td>Retain until completion of satisfactory audit or final settlement of levy, whichever is later.</td>
<td></td>
</tr>
<tr>
<td>Schedule Number and Title</td>
<td>Total Retention</td>
<td>Schedule Description</td>
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</tr>
<tr>
<td>02.012 Cash Sheets, Collector’s. Form AD 26</td>
<td></td>
<td>Retain until completion of satisfactory audit.</td>
</tr>
<tr>
<td>02.013 Creditors, Notice of</td>
<td></td>
<td>Retain until completion of satisfactory audit or final settlement of levy, whichever is later.</td>
</tr>
<tr>
<td>02.014 Debt Record. Form AD 14</td>
<td></td>
<td>Retain 7 years after debt retired, provided a satisfactory audit has been completed.</td>
</tr>
<tr>
<td>02.015 Disallowance, Notices of</td>
<td></td>
<td>Retain until completion of satisfactory audit.</td>
</tr>
<tr>
<td>02.016 Expenses, Report of Estimated</td>
<td>Permanent</td>
<td></td>
</tr>
<tr>
<td>02.017 Journal</td>
<td>Permanent</td>
<td></td>
</tr>
<tr>
<td>02.018 Laws, State</td>
<td></td>
<td>Retain until administrative use ceases.</td>
</tr>
<tr>
<td>02.019 Ledger, Appropriation. Form AD 8</td>
<td>Retain 10 years.</td>
<td></td>
</tr>
<tr>
<td>02.020 Ledger, Cemetery Trust Fund</td>
<td>Permanent</td>
<td></td>
</tr>
<tr>
<td>02.021 Ledger, Classification. Form ADC 1-48</td>
<td>Retain 10 years.</td>
<td></td>
</tr>
<tr>
<td>02.022 Ledger, Debt</td>
<td>Retain 7 years after debt retired, provided a satisfactory audit has been completed.</td>
<td></td>
</tr>
<tr>
<td>02.023 Ledger, General. Form AD 3, 7</td>
<td>Retain 10 years.</td>
<td></td>
</tr>
<tr>
<td>Schedule Number and Title</td>
<td>Total Retention</td>
<td>Schedule Description</td>
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<tr>
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</tr>
<tr>
<td>02.024</td>
<td>Ledger, Retirement</td>
<td>Retain 10 years.</td>
</tr>
<tr>
<td>02.025</td>
<td>Motor Vehicle and Trailer Excise Tax Abatements, Monthly List of. Form AD 73</td>
<td>Retain until completion of satisfactory audit.</td>
</tr>
<tr>
<td>02.026</td>
<td>Motor Vehicle and Trailer Excise Tax Refunds, Schedule of. Form AD 74</td>
<td>Retain until completion of satisfactory audit.</td>
</tr>
<tr>
<td>02.027</td>
<td>Payments to Treasurer, Schedule of Collector's. Form AD 7, 8, 397</td>
<td>Retain until completion of satisfactory audit.</td>
</tr>
<tr>
<td>02.028</td>
<td>Payments to Treasurer, Schedule of Departmental. Form AD 9, 10</td>
<td>Retain until completion of satisfactory audit.</td>
</tr>
<tr>
<td>02.029</td>
<td>Property Tax Abatements, Monthly List of. Form AD 12</td>
<td>Retain until completion of satisfactory audit.</td>
</tr>
<tr>
<td>02.030</td>
<td>Tax Title Accounts. Form CD 1</td>
<td>Retain until completion of satisfactory audit, after final disposition of account.</td>
</tr>
<tr>
<td>02.031</td>
<td>Taxation, Notice of Amount to be Raised by</td>
<td>Retain until administrative use ceases.</td>
</tr>
<tr>
<td>02.032</td>
<td>Temporary Officer, Appointment of</td>
<td>Permanent.</td>
</tr>
<tr>
<td>02.033</td>
<td>Temporary Officer, Bond for</td>
<td>Retain 7 years from termination of service.</td>
</tr>
<tr>
<td>02.034</td>
<td>Temporary Officer, Oath of</td>
<td>Permanent.</td>
</tr>
<tr>
<td>02.035</td>
<td>Trail Balance Book</td>
<td>Retain until administrative use ceases.</td>
</tr>
<tr>
<td>Schedule Number and Title</td>
<td>Total Retention</td>
<td>Schedule Description</td>
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</tr>
<tr>
<td>02.036</td>
<td><strong>Treasurer's Receipts, Schedule of. Form AD 11</strong></td>
<td>Retain until completion of satisfactory audit.</td>
</tr>
<tr>
<td>02.037</td>
<td><strong>Vouchers, Schedules of Bills Payable and Payroll, as submitted by departments</strong></td>
<td>Retain until completion of satisfactory audit unless related to Contract Files.</td>
</tr>
<tr>
<td>02.038</td>
<td><strong>Vouchers. Form AD 19</strong></td>
<td>Retain until completion of satisfactory audit.</td>
</tr>
<tr>
<td>02.039</td>
<td><strong>Warrants, Bill and Payroll, Form C1, C1, T1, T2, as signed by the select board or the like</strong></td>
<td>Retain until final settlement of levy or completion of satisfactory audit, whichever is later.</td>
</tr>
<tr>
<td>02.040</td>
<td><strong>Water Charges Abated, Monthly List of. Form AD 37. Applies to any utility charges (sewer, solid waste etc.).</strong></td>
<td>Retain until completion of satisfactory audit.</td>
</tr>
</tbody>
</table>
Immunity from Prosecution for Petition to Government

Almost 50 years ago, this Court declared that citizens do not surrender their First Amendment rights by accepting public employment. Rather, the First Amendment protection of a public employee’s speech depends on a careful balance between the interests of the employee, as a citizen, in commenting upon matters of public concern and the interest of the State, as an employer, in promoting the efficiency of the public service it performs through its employees. *Pickering v. Board of Ed. of Township High School Dist. 205 Will Co.* 391 U.S. 563, 568 (1968). In *Pickering* the Court struck the balance in favor of the public employee, extending First Amendment protection to a teacher who was fired after writing a letter to the editor of a local newspaper criticizing the school board that employed him. Today, we consider whether the First Amendment similarly protects a public employee who provided truthful sworn testimony, compelled by subpoena, outside the curst of his ordinary job responsibilities. We hold that it does.

Sonya Soto Mayar, writing for the majority in

The Massachusetts Anti-Slapp Statute defines “a party’s exercise of its right of petition” as:

any written or oral statement made before or submitted to a legislative executive, or judicial body, or any other governmental proceeding, any written or oral statement made in connection with a legislative, executive, or judicial body, or any other body or any body or any issue by a legislative executive, executive, or judicial body or any other governmental proceeding; any statement reasonably likely to enlist public participation in an effort to effect such consideration, or any other statement falling within constitutional protection of the right to petition government.

G.L. C. 231, §50S
The anti-Slapp statute identifies five types of statements that comprise a party's exercise of its right of petition:

Any written or oral statement made before or submitted to a legislative, executive, or judicial body or any other governmental proceeding (a) any written or oral statement made in connection with an issue under consideration or review by a legislative, executive, or judicial body or any other governmental proceeding (3) any statement reasonably likely to encourage consideration or review of an issue by an legislative, executive, or judicial body or any other governmental proceeding, (4) any statement reasonably likely to enlist public participation in an effort to effect such consideration, or (5) any other statement falling within constitutional protection of the right to petition government G.L. c. 231, a§59H
Local Lawmakers Immune From Suits Too, Court Says

By LINDA GREENHOUSE    MARCH 4, 1998

The Supreme Court ruled today that officials of city and county governments have absolute immunity from suits for damages for their legislative actions.

The unanimous decision brought the doctrine of immunity for local legislators in line with the immunity already enjoyed by state legislators, members of regional legislative bodies and members of Congress: none may be sued for actions taken in their lawmaking capacity.

Congressional immunity is found in the Constitution, in the Speech and Debate Clause of Article I. Supreme Court precedents dating back nearly 50 years established the other immunities. Somewhat surprisingly, the Court had never directly addressed the question of immunity for local legislators.
The decision set aside a $231,000 judgment against two officials of the Fall River, Mass., city government, the mayor and the vice president of the city council. The judgment had been won by a former department head whose position was eliminated in 1991 through legislation the mayor proposed, the city council passed and the mayor signed.

The dismissed administrator, Janet Scott-Harris, asserted in her civil rights suit, brought in Federal District Court in Boston, that the legislative action was in retaliation for her exercise of her free speech rights in complaining about another employee. Ms. Scott-Harris, who is black, also alleged racial discrimination, but the jury rejected that aspect of her lawsuit.

The United States Court of Appeals for the First Circuit, in Boston, upheld the judgment on the free speech claim. The appeals court ruled that although local officials were entitled to legislative immunity, the city budget ordinance that abolished the position was not a legitimate legislation action because it was aimed at one individual.

In overturning that decision today, the Supreme Court said that legislators' motives were not relevant to the immunity question. In his opinion for the Court, Justice Clarence Thomas said all that mattered was that "here the ordinance, in substance, bore all the hallmarks of traditional legislation." He added that "the ordinance reflected a discretionary, policymaking decision implicating the budgetary priorities of the city and the services the city provides to its constituents."

Though the lower Federal courts have almost universally agreed that local legislators have immunity for their legislative acts, there has been considerable disagreement over how to define which actions are legislative. Many city councils, for example, vote on individual hiring decisions and perform other functions that are legislative in appearance but executive in substance. The decision today, Bogan v. Scott-Harris, No. 96-1569, did little to resolve that confusion.

Nor did the decision address a separate, important issue in the case: the liability of the city itself. While it is clear that
The jury in this case found Fall River itself liable for violation of Ms. Scott-Harris's First Amendment rights, but the appeals court overturned that part of the judgment. Ms. Scott-Harris filed a separate Supreme Court appeal on the municipal liability issue, and the Justices are likely to announce next week whether they will continue their examination of the case by taking that up.

In a separate ruling today, the Court decided an important issue of Federal bankruptcy law, ruling unanimously that a doctor's liability for an unpaid malpractice judgment was wiped out along with his other personal debts when he filed for bankruptcy.

The Bankruptcy Code provides that debts for "willful and malicious injury by the debtor to another" shall not be wiped out, so the question for the Court was how to interpret that provision. Writing for the Court, Justice Ruth Bader Ginsburg said the provision applied only to a "deliberate or intentional injury, not merely a deliberate or intentional act that leads to injury." She said that Congress intended debts due to negligent or reckless actions, like the substandard medical treatment at issue in this case, to be discharged in bankruptcy like ordinary debts. Only Congress could redefine the scope of the injury exception, Justice Ginsburg said.

The decision, Kawaaahau v. Geiger, No. 97-115, upheld a ruling by the United States Court of Appeals for the Eighth Circuit, in St. Louis. The plaintiff's leg had to be amputated because of faulty treatment by an uninsured doctor, who filed for bankruptcy rather than pay the $355,000 jury award.