

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 rate payers, 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 _____

Part I ADMINISTRATION OF THE GOVERNMENT

Title VII CITIES, TOWNS AND DISTRICTS

Chapter 40 POWERS AND DUTIES OF CITIES AND TOWNS

Section 4A GOVERNMENTAL UNITS; JOINT OPERATION OF PUBLIC ACTIVITIES; TERMINATION OF AGREEMENT; "GOVERNMENTAL UNIT" DEFINED; FINANCIAL SAFEGUARDS

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

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the prudential committee; provided, however, that when the agreement involves the expenditure of funds for establishing supplementary education centers and innovative educational programs, the agreement and its termination shall be authorized by the school committee. Any such agreement shall be for such maximum term, not exceeding twenty-five years, and shall establish such maximum financial liability of the parties, as may be specified in the authorizing votes of the parties thereto.

A governmental unit, when duly authorized to do so in accordance with the provisions of law applicable to it, may raise money by any lawful means, including the incurring of debt for purposes for which it may legally incur debt, to meet its obligations under such agreement. Notwithstanding any provisions of law or charter to the contrary, no governmental unit shall be exempt from liability for its obligations under an agreement lawfully entered into in accordance with this section.

For the purposes of this section, a "governmental unit" shall mean a city, town or a regional school district, a district as defined in section 1A, a regional planning commission, however constituted, a regional transit authority established under chapter 161B, a water and sewer commission established

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

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

All bills and payrolls submitted for work done under any such agreement shall be plainly marked to indicate that the work was done under authority thereof. Any reimbursement for or

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

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Part I ADMINISTRATION OF THE GOVERNMENT

Title VII CITIES, TOWNS AND DISTRICTS

Chapter ZONING

40A

Section JOINT POWERS AGREEMENTS

4A1/2

[Text of section added by 2016, 218, Sec. 20 effective November 7, 2016.]

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

"Governmental unit", a city, town or a regional school district, a district as defined in section 1A, a regional planning commission, however constituted, the Hampshire council of governments, a regional transit authority established pursuant to

chapter 161B, a water and sewer commission established pursuant to chapter 40N or by special law, a county, or a state agency, as defined in section 1 of chapter 6A.

"Joint powers agreement", a contract specifying the terms and conditions of the joint exercise of powers and duties entered into by participating governmental units pursuant to the laws governing any such unit and this section.

"Region", any geographically-designated area within which the powers and duties provided in a joint powers agreement shall be exercised.

(b) 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 a joint powers agreement with another governmental unit for the joint exercise of any of their common powers and duties within a designated region; provided, however, that the joint powers agreement shall not apply to veterans' services in any city or town or districts and municipal veterans' services and departments shall be subject to chapter 115. The joint powers agreement shall be authorized by the parties thereto in

the following manner: 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 the prudential committee. A decision to enter into a joint powers agreement pursuant to this section, or to join an existing region, shall not be subject to bargaining pursuant to chapter 150E.

(c) The joint powers agreement shall specify the following: (1) the purpose and the method by which the purpose sought shall be accomplished; (2) the services, activities or undertakings to be jointly performed within the region; (3) the specific organization, composition and nature of the entity created thereby to perform the services, activities or undertakings within the region, and the specific powers and duties delegated thereto; provided, however, that such entity shall be a body politic and corporate created pursuant to subsection (d) whose funds shall be subject to an annual audit and a copy of such audit shall be provided to the member governmental units and to the division of local services in the department of revenue; (4) the manner of: (i) financing the joint services, activities or undertakings within the region, (ii) establishing and

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maintaining a budget therefore and (iii) authorizing borrowing pursuant to subsection (e), including any limitations on the purposes, terms and amounts of debt the entity may incur to perform such services, activities or undertakings; (5) any procedures related to the termination of the joint powers agreement, the withdrawal of any participating governmental unit and the addition of any new governmental units; and (6) its duration.

(d) An entity established by a joint powers agreement shall be a body politic and corporate with the power to: (1) sue and be sued; (2) make and execute contracts and other instruments necessary for the exercise of the powers of the region; (3) make, amend and repeal policies and procedures relative to the operation of the region; (4) receive and expend funds; (5) apply for and receive grants from the commonwealth, the federal government and other grantors; (6) submit an annual report to each member governmental unit, which shall contain a detailed financial statement and a statement showing the method by which the annual charges assessed against each governmental unit were computed; and (7) any such other powers as are

necessary to properly carry out its powers as a body politic and corporate.

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

without further appropriation. The treasurer shall give bond for the faithful performance of his duties in a form and amount as fixed by the board of directors. The treasurer may make appropriate investments of the funds of the entity consistent with section 55B of chapter 44.

The board shall appoint a business officer who may be a city auditor, town accountant or officer with similar duties, of 1 of the participating governmental units. The business officer shall have the duties and responsibilities of an auditor or accountant pursuant to sections 52 and 56 of chapter 41 and shall not be eligible to hold the office of treasurer.

The board of directors may borrow money, enter into long or short-term loan agreements or mortgages and apply for state, federal or corporate grants or contracts to obtain funds necessary to carry out the purposes of the entity. The borrowing, loans or mortgages shall be consistent with the joint powers agreement, standard lending practices and sections 16 to 28, inclusive, of chapter 44. The board of directors may, subject to chapter 30B, enter into contracts for the purchase of supplies, materials and services and for the purchase or lease of land,

buildings and equipment, as considered necessary by the board of directors.

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(f) The entity shall be a public employer. The board of directors may employ personnel to carry out the purposes of the joint powers agreement and establish the duties, compensation and other terms and conditions of employment of personnel.

(g) A participating governmental unit shall not be liable for the acts or omission of another participating government unit or the region or any entity created by the joint powers agreement, unless the participating governmental unit has agreed otherwise in the joint powers agreement.

(h) A regional school district, superintendency union, educational collaborative, charter school or commonwealth virtual school may only be formed as provided in the applicable provisions of the General Laws, and no joint powers agreement made pursuant to this section may, in substance, create such a district, union, collaborative, charter school or virtual school, irrespective of how the entity created pursuant to a joint powers agreement may be characterized or named. A joint powers agreement relating to public schools may only be entered into

by the school committee, or other governing board, as applicable.

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Part I ADMINISTRATION OF THE GOVERNMENT

Title X PUBLIC RECORDS

Chapter 66 PUBLIC RECORDS

Section 3 "RECORD", DEFINED; QUALITY OF PAPER AND FILM;
MICROFILM RECORDS

[First paragraph effective until January 1, 2017. For text effective January 1, 2017, see below.]

Section 3. The word "record" in this chapter shall mean any written or printed book or paper, or any photograph, microphotograph, map or plan. All written or printed public records shall be entered or recorded on paper made of linen rags and new cotton clippings, well sized with animal sizing and well finished or on one hundred per cent bond paper sized with animal glue or gelatin, and preference shall be given to paper of American manufacture marked in water line with the name of

the manufacturer. All photographs, microphotographs, maps and plans which are public records shall be made of materials approved by the supervisor of records. Public records may be made by handwriting, or by typewriting, or in print, or by the photographic process, or by the microphotographic process, or by any combination of the same. When the photographic or microphotographic process is used, the recording officer, in all instances where the photographic print or microphotographic film is illegible or indistinct, may make, in addition to said photographic or microphotographic record, a typewritten copy of the instrument, which copy shall be filed in a book kept for the purpose. In every such instance the recording officer shall cause cross references to be made between said photographic or microphotographic record and said typewritten record. If in the judgment of the recording officer an instrument offered for record is so illegible that a photographic or microphotographic record thereof would not be sufficiently legible, he may, in addition to the making of such record, retain the original in his custody, in which case a photographic or other attested copy thereof shall be given to the person offering the same for record, or to such person as he may designate.

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[First paragraph as amended by 2016, 121, Sec. 8 effective January 1, 2017. See 2016, 121, Sec. 22. For text effective until January 1, 2017, see above.]

The word "record" in this chapter shall mean any written or printed book or paper, or any photograph, microphotograph, map or plan. All written or printed public records shall be entered or recorded on paper made of linen rags and new cotton clippings, well sized with animal sizing and well finished or on one hundred per cent bond paper sized with animal glue or gelatin, and preference shall be given to paper of American manufacture marked in water line with the name of the manufacturer. All photographs, microphotographs, maps and plans which are public records shall be made of materials approved by the supervisor of records. Public records may be made by handwriting, or by typewriting, or in print, or by the photographic process, or by the microphotographic process, or by electronic means, or by any combination of the same. When the photographic or microphotographic process is used, the recording officer, in all instances where the photographic print or microphotographic film is illegible or indistinct, may make,

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in addition to said photographic or microphotographic record, a typewritten copy of the instrument, which copy shall be filed in a book kept for the purpose. In every such instance the recording officer shall cause cross references to be made between said photographic or microphotographic record and said typewritten record. If in the judgment of the recording officer an instrument offered for record is so illegible that a photographic or microphotographic record thereof would not be sufficiently legible, he may, in addition to the making of such record, retain the original in his custody, in which case a photographic or other attested copy thereof shall be given to the person offering the same for record, or to such person as he may designate.

Subject to the provisions of sections one and nine, a recording officer adopting a system which includes the photographic process or the microphotographic process shall thereafter cause all records made by either of said processes to be inspected at least once in every three years, correct any fading or otherwise faulty records and make report of such inspection and correction to the supervisor of records.

Part I ADMINISTRATION OF THE GOVERNMENT

Title X PUBLIC RECORDS

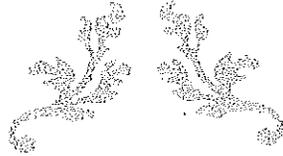
Chapter PUBLIC RECORDS

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Section 5 MUNICIPAL RECORDS; COPIES

Section 5. County commissioners, city councils and selectmen may cause copies of records of counties, cities or towns, of town proprietaries, of proprietors of plantations, townships or common lands, relative to land situated in their county, city or town or of easements relating thereto, to be made for their county, city or town, whether such records are within or without the commonwealth, and such records within the commonwealth may be delivered by their custodians to any county, city or town for such copying. City councils and selectmen may also cause copies to be made of the records of births, baptisms, marriages

and deaths 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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**Municipal Records Retention Schedule
Records in Common/Personnel**

Schedule Number and Title	Total Retention	Schedule Description
01.069	Mileage Reports	<i>Retain until completion of satisfactory audit.</i>
01.083	Payroll Sheets (Departmental)	<i>Retain until administrative use ceases. Permission from Supervisor not required for destruction.</i>
01.084	Payroll, Registers	<i>Retain until completion of satisfactory audit, provided information is recorded in quarterly report. See Personnel, Payroll, Quarterly Reports (23.21).</i>
01.085	Personnel, (a) Employment Applications (Hired)	<i>Retain 20 years after termination of employment.</i>
01.086	Personnel, (b) Employment Applications (Unhired)	<i>Retain 1 year following filling of position or cancellation of vacancy, whichever is later.</i>
01.087	Personnel, (c) Earning Records	<i>Permanent.</i>
01.088	Personnel, (d) Personnel Files Other than Earning Records	<i>Retain 20 years after termination of employment.</i>
01.089	Personnel, Accident Report Forms	<i>Retain 3 years.</i>
01.090	Personnel, Accident Reports (a) Personal Injury	<i>Retain 7 years.</i>
01.091	Personnel, Accident Reports (b) Property Damage	<i>Retain 3 years.</i>
01.092	Personnel, Appointment Certificates	<i>Retain 20 years after termination (personnel file 23.50).</i>

Schedule Number and Title	Total Retention	Schedule Description
01.093	Personnel, Attendance Report	<i>Retain for 20 years after termination</i>
01.094	Personnel, Authorized Leave Report	<i>Retain 3 years.</i>
01.095	Personnel, Civil Service Approvals	<i>Retain 20 years after termination</i>
01.096	Personnel, Civil Service Forms	<i>Retain 20 years.</i>
01.097	Personnel, Court Witness Travel Expense	<i>Retain until completion of satisfactory audit.</i>
01.098	Personnel, Daily Assignment Sheets	<i>Retain 3 years.</i>
01.099	Personnel, Drill Reports	<i>Retain 3 years.</i>
01.100	Personnel, Earning Reports	<i>Retain 1 year if record copy is kept centrally e.g., by Accountant/Auditor or Treasurer, otherwise retain 60 years.</i>
01.101	Personnel, Equipment Loan Report (for Long Term Use)	<i>Retain until return of equipment.</i>
01.102	Personnel, Group Insurance Reports (Blue Cross etc.)	<i>Retain 3 years.</i>
01.103	Personnel, Individual Training Report	<i>Retain 7 years after termination of personnel.</i>

Schedule Number and Title	Total Retention	Schedule Description
01.104	Personnel, Leave Reports (Authorized)	<i>Retain 3 years.</i>
01.105	Personnel, Overtime Reports	<i>Retain 3 years.</i>
01.106	Personnel, Payroll Deduction Reports	<i>Retain until administrative use ceases if record copy is kept centrally e.g., by Treasurer, otherwise retain until completion of satisfactory audit.</i>
01.107	Personnel, Payroll, Quarterly Reports	<i>Retain 1 year if record copy is kept centrally e.g., by Accountant/Auditor or Treasurer. Otherwise, retain 60 years.</i>
01.108	Personnel, Payroll, Weekly, Bi-weekly or Monthly Payroll	<i>Retain until completion of satisfactory audit provided recorded elsewhere in a summary record. See Payroll, Quarterly Reports.</i>
01.109	Personnel, Performance Bonds	<i>Retain 7 years.</i>
01.110	Personnel, Personnel Files	<i>Retain 20 years after termination.</i>
01.111	Personnel, Sick Leave Reports	<i>Retain 3 years.</i>
01.112	Personnel, Tax Exemption Certificates	<i>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.</i>
01.113	Personnel, Tax Withholding Statements	<i>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.</i>
01.114	Personnel, Time Sheets	<i>Retain 3 years following completion of satisfactory audit.</i>

Schedule Number and Title	Total Retention	Schedule Description
01.115	Personnel, Training Report for Individual Employees	<i>Retain 1 year if copy is filed in personnel file; otherwise retain 7 years after termination of employee.</i>
01.116	Personnel, Vacation Report	<i>Retain 3 years.</i>
01.117	Personnel, Weekly Personnel Report	<i>Retain 5 years.</i>
01.118	Physician's Accident Report	<i>Retain 7 years.</i>
01.132	Retirement Board, Reports to	<i>Retain until completion of satisfactory audit.</i>
01.135	Travel Expense Reports	<i>Retain until completion of satisfactory audit.</i>

Municipal Records Retention Schedule
Records in Common/Receipts and Receipt Books

Schedule Number and Title	Total Retention	Schedule Description
01.125 Receipt Book		<i>Retain until completion of satisfactory audit.</i>
01.126 Receipts		<i>Retain until completion of satisfactory audit.</i>
01.127 Receipts (estimated annual)		<i>Retain until administrative use ceases. Permission from Supervisor not required for destruction.</i>
01.128 Receipts for Preceding Year, Notice of		<i>Retain until completion of satisfactory audit.</i>
01.129 Receipts, Daily		<i>Retain until completion of satisfactory audit.</i>
01.130 Receipts, Schedule of		<i>Retain until completion of satisfactory audit.</i>

**Municipal Records Retention Schedule
Records in Common/Warrants**

Schedule Number and Title	Total Retention	Schedule Description
01.033	Invoice Warrants	
<i>Retain until completion of satisfactory audit.</i>		
01.138	Warrants – as signed by select board or the like	
<i>Permanent.</i>		
01.139	Warrants, Farm Animal, Equipment and Machinery Excise. Form 57FAE-ME	
<i>Retain until completion of satisfactory audit or final settlement of levy, whichever is later.</i>		
01.140	Warrants, Various Warrants to Collector	
<i>Retain until completion of satisfactory audit or final settlement of levy, whichever is later.</i>		
Includes all taxes, excises, betterments, special assessments liens (actual, original, omitted, revised, supplemental, reassessed, apportioned, added to tax, special, recommitted).		

**Municipal Records Retention Schedule
Agency/Accountant and Auditor**

Schedule Number and Title	Total Retention	Schedule Description
02.001	Accountant, Appointment of	
		<i>Permanent.</i>
02.002	Accountant, Oath of	
		<i>Permanent.</i>
02.003	Appropriation Statements, Monthly. Form AD 18	
		<i>Retain until completion of satisfactory audit.</i>
02.004	Appropriation, Notice of Expended	
		<i>Retain until completion of satisfactory audit or final settlement of levy, whichever is later.</i>
02.005	Appropriation, Notice of Transfer	
		<i>Retain until completion of satisfactory audit.</i>
02.006	Appropriations, Table of Estimated	
		<i>Retain until administrative use ceases. Permission from Supervisor not required for destruction.</i>
02.007	Assistant, Appointment of	
		<i>Permanent.</i>
02.008	Assistant, Oath of	
		<i>Permanent.</i>
02.009	Bills Payable, Schedule of Departmental. Form AD 32, 33	
		<i>Retain until completion of satisfactory audit.</i>
02.010	Bills Receivable, Schedule of. Form AD 34, 35	
		<i>Retain until completion of satisfactory audit.</i>
02.011	Cash Book	
		<i>Retain until completion of satisfactory audit or final settlement of levy, whichever is later.</i>

Schedule Number and Title	Total Retention	Schedule Description
02.012	Cash Sheets, Collector's. Form AD 26	<i>Retain until completion of satisfactory audit.</i>
02.013	Creditors, Notice of	<i>Retain until completion of satisfactory audit or final settlement of levy, whichever is later.</i>
02.014	Debt Record. Form AD 14	<i>Retain 7 years after debt retired, provided a satisfactory audit has been completed.</i>
02.015	Disallowance, Notices of	<i>Retain until completion of satisfactory audit.</i>
02.016	Expenses, Report of Estimated	<i>Permanent.</i>
02.017	Journal	<i>Permanent.</i>
02.018	Laws, State	<i>Retain until administrative use ceases.</i>
02.019	Ledger, Appropriation. Form AD 8	<i>Retain 10 years.</i>
02.020	Ledger, Cemetery Trust Fund	<i>Permanent.</i>
02.021	Ledger, Classification. Form ADC 1-48	<i>Retain 10 years.</i>
02.022	Ledger, Debt	<i>Retain 7 years after debt retired, provided a satisfactory audit has been completed.</i>
02.023	Ledger, General. Form AD 3, 7	<i>Retain 10 years.</i>

Schedule Number and Title	Total Retention	Schedule Description
02.024	Ledger, Retirement	<i>Retain 10 years.</i>
02.025	Motor Vehicle and Trailer Excise Tax Abatements, Monthly List of. Form AD 73	<i>Retain until completion of satisfactory audit.</i>
02.026	Motor Vehicle and Trailer Excise Tax Refunds, Schedule of. Form AD 74	<i>Retain until completion of satisfactory audit.</i>
02.027	Payments to Treasurer, Schedule of Collector's. Form AD 7, 8, 397	<i>Retain until completion of satisfactory audit.</i>
02.028	Payments to Treasurer, Schedule of Departmental. Form AD 9, 10	<i>Retain until completion of satisfactory audit.</i>
02.029	Property Tax Abatements, Monthly List of. Form AD 12	<i>Retain until completion of satisfactory audit.</i>
02.030	Tax Title Accounts. Form CD 1	<i>Retain until completion of satisfactory audit, after final disposition of account.</i>
02.031	Taxation, Notice of Amount to be Raised by	<i>Retain until administrative use ceases.</i>
02.032	Temporary Officer, Appointment of	<i>Permanent.</i>
02.033	Temporary Officer, Bond for	<i>Retain 7 years from termination of service.</i>
02.034	Temporary Officer, Oath of	<i>Permanent.</i>
02.035	Trail Balance Book	<i>Retain until administrative use ceases.</i>

Schedule Number and Title	Total Retention	Schedule Description
02.036	Treasurer's Receipts, Schedule of. Form AD 11	<i>Retain until completion of satisfactory audit.</i>
02.037	Vouchers, Schedules of Bills Payable and Payroll, as submitted by departments	<i>Retain until completion of satisfactory audit unless related to Contract Files.</i>
02.038	Vouchers. Form AD 19	<i>Retain until completion of satisfactory audit.</i>
02.039	Warrants, Bill and Payroll, Form C1, C1, T1, T2, as signed by the select board or the like	<i>Retain until final settlement of levy or completion of satisfactory audit, whichever is later.</i>
02.040	Water Charges Abated, Monthly List of. Form AD 37. Applies to any utility charges (sewer, solid waste etc.).	<i>Retain until completion of satisfactory audit.</i>

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 ay other governmental proceeding, any written or oral statement made in connection with a legislative, executive, or judicial body ,or any other body or any judicial 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

The New York Times

U.S.

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.

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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

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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 standard 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, *Kawaauhau 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.

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