

**THE CORPORATION OF
THE TOWNSHIP OF BONNECHERE VALLEY**

BY-LAW NO. 2008-45

Being a by-law to authorize the Bonnechere Union Public Library Agreement between the Township of Bonnechere Valley and North Algona Wilberforce Township

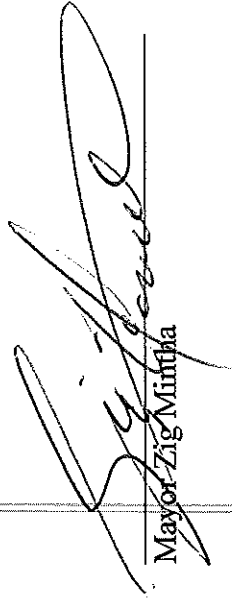
WHEREAS the Council of the Corporation of the Township of Bonnechere Valley and the Township of North Algona Wilberforce deems it expedient to enter into an agreement for the purposes of administering the Bonnechere Union Public Library.

NOW THEREFORE the Corporation of the Township of Bonnechere Valley enacts as follows:

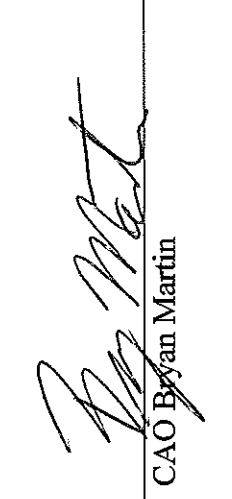
1. THAT the Mayor, or his or her designate, and the Chief Administrative Officer, or his or her designate, be and they are hereby authorized to sign on behalf of the Township of Bonnechere Valley the agreement attached hereto and marked as Schedule "A" to this By-Law.
2. THAT this by-law shall come into force and take effect upon the date of the final passing thereof.

BE READ A FIRST AND SECOND TIME THIS 6th DAY OF MAY 2008.

BE DEEMED READ A THIRD TIME AND PASSED THIS 6th DAY OF
MAY, 2008.



Mayor Zig Mitrifila



CAO Bryan Martin

AGREEMENT

DATED: May 5, 2008

BETWEEN:

CORPORATION OF THE TOWNSHIP OF BONNECHERE VALLEY

AND

CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP

AGREEMENT made this 5th day of May 2008.

BETWEEN:

CORPORATION OF THE TOWNSHIP OF BONNECHERE VALLEY
Hereinafter called the PARTY of the FIRST PART

AND: -

CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP
Hereinafter called the PARTY of the SECOND PART

WHEREAS pursuant to Chapter P.44 of the Public Libraries Act, R.S.O. (1990) and amendments thereto, the Parties of the First Part and Second Part wish to enter into this Agreement to form a Union Library and set out the terms thereof.

NOW THEREFORE the Parties hereto agree as follows:

1.0 ESTABLISHMENT OF UNION PUBLIC LIBRARY

1.1 A Union Public Library be established under Part I of the Public Libraries Act, R.S.O. (1990) Chapter P.44, for the Corporation of the Township of Bonnechere Valley and North Algona Wilberforce Township. The name of the said Union Public Library shall be the BONNECHERE UNION PUBLIC LIBRARY.

1.2 The BONNECHERE UNION PUBLIC LIBRARY BOARD shall be composed of seven members appointed as follows, that one Councillor from each Municipality comprises part of the seven member Board:

- Bonnechere Valley Township 4
- North Algona Wilberforce Township 3

Each representative shall have one vote only. The Chairperson or acting Chairperson of the Board may vote with the other Members of the Board upon all questions, and any question on which there is an equality of votes shall be deemed to be negative.

1.2a That the operation budget costs will be split 70% Bonnechere Valley Township and 30% North Algona Wilberforce Township.

1.3 The Bonnechere Union Public Library Board shall be appointed in accordance with Section 10 of the Public Libraries Act, R.S.O. (1990), Chapter P.44 as amended.

2.0 POWERS AND DUTIES OF BOARD

- 2.1 The Bonnechere Union Public Library has the powers and duties specified in the Public Libraries Act, R.S.O. (1990) Chapter P.44 and, without limiting the generality of the foregoing, shall,
- (a) employ a Librarian as Chief Executive Officer who shall have general supervision over and direction of the operations of the Bonnechere Union Public Library and its staff, shall attend all Board meetings and shall have the other powers and duties that the Board assigns to him or her from time to time, in accordance with the job description;
 - (b) have exclusive control of the disbursement of the finances of the Bonnechere Union Public Library;
 - (c) apply the property and income, revenue, issues and profits of all property of the Bonnechere Union Public Library Board solely to the establishment, operation and maintenance of the public library service;
 - (d) operate a Library open a minimum of 20 hours per week with preference being given to the library services being available consistent with the communities' leisure time.
 - (e) All Board Members should have a copy of the OLBAs' Leadership by Design 'Cut to the Chase', that is issued by Ontario Library Boards' Association.

3.0 COSTS

- 3.1 The Bonnechere Union Public Library Board in each year shall prepare and adopt and submit to the Councils of the Corporation of the Township of Bonnechere Valley and North Algona Wilberforce Township on or before the third week of January that year, estimates of all sums required during the year for the purposes of the Board and such estimates,
- (a) shall set forth the estimated revenues and expenditures of the Board;
 - (b) shall make due allowance for surplus of the previous year that will be available during the current year;
 - (c) shall provide for any deficit of any previous year;
 - (d) shall set forth the proportion thereof to be chargeable to each of the Councils: and
 - (e) may provide for capital expenditures to be made out of current funds, not to exceed 10% of annual budget unless approved by both Parties of this Agreement in a separate capital budget, as set out in 3.5.
- 3.2 The proportion thereof to be charged to each of the Parties to the Agreement shall be based on the cost-sharing formula attached hereto and marked as Schedule "A".
- 3.3 If the budget of the Board is approved, or is amended and approved by both of the Municipalities forming part of the Bonnechere Union Public Library, the budget so approved is binding on all participating Municipalities and the Bonnechere Union Public Library Board.

3.0 COSTS (Cont'd.)

3.4 The Councils for each of the Municipalities referred to herein shall, in each year, appropriate and pay to the Bonnechere Union Public Library Board 75% of the municipal contribution allotted to each of the participating Townships of the Bonnechere Union Public Library on or before the 1st day of April and the remaining 25% shall be paid by the 1st day of October.

3.5 Capital Budgets

- (a) A separate budget for capital expenditures over and above any amount exceeding ten percent of a current year's operating budget must be submitted and approved by both Parties to this Agreement.
- (b) Cost sharing on the capital budget shall be determined on a budget by budget basis through negotiations between the Parties to this Agreement.
- (c) If and when the Board initiates any major monetary changes each Council shall be notified in writing.
- (d) At the end of each calendar year each Municipality shall be given the exact amount of registered users per Municipality.

3.6 Dispute Resolution

- (a) Should one or more Parties to this Agreement refuse to approve an operating or capital budget, or an amendment to an operating or capital budget within 30 days of it being passed by the Library Board said budget will be deemed to be in dispute.
- (b) If a budget should be deemed to be in dispute the Parties of this Agreement agree to:
 - (1) strike a Committee comprised of the CAO's or Clerk Treasurers of both Municipalities along with three members from each Municipal Council to meet and work out an Agreement which if approved by a majority of the Council Members forming part of said Committee, shall be binding upon both Parties to this Agreement or;
 - (2) if an Agreement cannot be reached within sixty days, an arbitrator, mutually agreed upon by the Mayors of both Municipalities, shall be chosen and asked to resolve the dispute. Such a decision shall be binding upon both Parties to this Agreement.

4.0 ADDITIONAL MEMBERS

4.1 At any time after the Bonnechere Union Public Library is established, the Council of a non-participating Municipality may make an Agreement bringing the non-participating Municipality into the Bonnechere Union Public Library upon a proper request directed to the Councils of the participating Municipalities and the Councils of the participating Municipalities shall amend this Agreement accordingly.

5.0 ELIGIBILITY FOR MEMBERSHIP

- 5.1 A person shall be eligible for membership in the Bonnechere Union Public Library if he or she:
- (a) is a resident of any Township party to this Agreement
 - (b) owns property in any Township party to this Agreement
 - (c) purchases a Private Membership as authorized Section 6 of this Agreement
 - (d) shall be deemed eligible as a result of any Agreement between the Bonnechere Union Public Library and another Library Board.
 - (e) This Agreement should be revised and/or negotiated at the end of every fiscal year.

6.0 PRIVATE MEMBERSHIP

- 6.1 It is understood and agreed that the Bonnechere Union Public Library shall be authorized to sell a yearly or thirty-day private memberships to anyone not eligible for membership under Section 5 of this Agreement.

7.0 RENTAL OF PROPERTY

- 7.1 It is understood and agreed that from time to time the Bonnechere Union Public Library Board may rent property from either or both Parties to this Agreement for the purpose of providing library services.
- 7.2 The calculation of rent for such properties shall be subject to inspection and audit by the non-landlord Party to this Agreement.

8.0 WITHDRAWAL FROM THE BONNECHERE UNION PUBLIC LIBRARY

- 8.1 The parties hereto acknowledge and agree that upon the withdrawal of any Municipality from the Agreement, the assets of the Bonnechere Union Public Library Board at the time of such withdrawal, shall vest in the remaining parties as a successor Union Board without compensation to the withdrawing Municipality.
- 8.2 Any participating Municipality may terminate its membership in the Bonnechere Union Public Library upon written notice to the Bonnechere Union Public Library Board which shall be made on the last working day of June (six months' notice) and shall be required to pay its distributive share for the balance of the one year term of the Agreement as well as paying its distributive share of any deficit that may exist at the end of the term of membership of the withdrawing Municipality.
- 8.3 Notices under this Agreement shall be given in writing by personal delivery or by mail to the Bonnechere Union Public Library, 74A Maple Street, P.O. Box 39, Eganville, ON, K0J 1T0.

9.0 ILLEGALITY OF ANY PROVISIONS

9.1 If any provisions of this Agreement shall be found to be or be deemed to be illegal or invalid, the remainder of this Agreement shall not be affected thereby.

10.0 ENTIRE CONTRACT

10.1 In the event of a conflict between any provisions of this Agreement and any provisions of the Public Libraries Act, R.S.O. (1990), Section P.44 the provisions of the Act prevail.

10.2 This Agreement constitutes the entire Agreement between the Parties.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested by the signatures of their proper signing officers.

SIGNED, SEALED AND DELIVERED in the presence of:

CORPORATION OF THE TOWNSHIP
OF BONNECHERE VALLEY

[Signature]
MAYOR

[Signature]
C.A.O.

May 20/08
Date

CORPORATION OF NORTH ALGONA
WILBERFORCE TOWNSHIP

[Signature]
MAYOR

[Signature]
CLERK TREASURER

May 5, 2008
Date

SCHEDULE "A"

COST SHARING FORMULA OF THE
BONNECHERE UNION PUBLIC LIBRARY

TOTAL EXPENDITURES FROM THE BUDGET - LESS INCOME

WILL BE PAID

70% BY BONNECHERE VALLEY TOWNSHIP

AND

30% BY NORTH ALGONA WILBERFORCE TOWNSHIP