

THE CORPORATION OF THE TOWN OF SHELBURNE

BY-LAW NUMBER #09-2022

**A BY-LAW TO AUTHORIZE THE TOWN OF SHELBURNE
TO ENTER INTO AN AGREEMENT WITH THE SHELBURNE PUBLIC
LIBRARY FOR THE PURPOSE OF PROVIDING LIBRARY SERVICES**

WHEREAS pursuant to the provisions of the Municipal Act, 2001, S.O. 2001 as amended s. 11 (2) gives the municipality authorization to enact this by-law;

NOW THEREFORE the Municipal Council of The Corporation of the Town of Shelburne hereby enacts as follows:

1. That the Corporation of the Town of Shelburne shall enter into an agreement, substantially in the form attached hereto, and initialled by the Clerk for identification.
2. That the Mayor or his designate and the Clerk are hereby authorized to execute the agreement and all documents, in connection with the matters authorized by this by-law.

**BY-LAW READ A FIRST, SECOND AND THIRD TIME AND ENACTED THIS 28th
DAY OF FEBRUARY, 2022.**

Mayor

Clerk

AGREEMENT

THIS AGREEMENT made in triplicate this day of February, 2022,

BETWEEN: THE SHELBURNE PUBLIC LIBRARY BOARD
(hereinafter called the "Board")

AND THE CORPORATION OF THE TOWN OF SHELBURNE
(hereinafter called the "Municipality")

WHEREAS Section 29 (1) of the *Public Libraries Act*, R.S.O. 1990 Chapter P.44, allows for the council of a municipality to enter into a contract with a public library board for the purpose of providing the residents of the municipality with library services.

AND WHEREAS the Board and the Municipality deem it expedient to enter into such an agreement.

NOW THEREFORE WITNESSETH THIS AGREEMENT that in consideration of the covenants and terms contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES:

- 1.1 The Board shall endeavour to provide in co-operation with other public library boards a comprehensive and efficient library service to the residents of the Municipality.
- 1.2 The Board shall operate a library which shall be open a minimum of 25 hours per week and shall not make a charge for membership in the library.
- 1.3 The Board shall allow the residents of the Municipality to,
 - a. borrow circulating materials; and
 - b. use reference and information services as the Public Library Board considers practicable, without making any charge.
- 1.4 The Board may impose such fees as it considers proper for services not referred to in sections 1.2 and 1.3.

2. WARRANTIES OF THE BOARD:

- 2.1 The Board is a corporation duly established under the *Public Libraries Act, 1990*.
- 2.2 To ensure quality library service under this Agreement the Board shall:
 - 2.2.1 ensure that all materials are available for use outside the library except those used for reference service, and rare and fragile items;
 - 2.2.2 ensure circulation policies of greatest convenience to the users and maximum use of materials;
 - 2.2.3 ensure that the selection of materials reflects the needs of the community.

3. REPORTS:

- 3.1 The Board shall submit an annual report to the Municipality.
- 3.2 The Municipality shall make an annual financial report to the Minister and make any other reports required by the *Public Libraries Act, 1990* and the regulations or as requested by the Minister.

4. LIMITATION OF LIABILITY:

- 4.1 The Municipality shall not be liable for any injury, death or property damage to the Board, its employees or agents or for any claim by any third party against the Board, its employees or agents.

5. INSPECTION:

- 5.1 The Municipality shall be entitled, at all reasonable times, to review any records, books, accounts and documents in the possession of or under the control of the Board, subject to the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*, Section 14.

6. NOTICES:

- 6.1 Notices under this Agreement shall be given in writing by personal delivery, or by mail, or by facsimile transmission.
- 6.2 Notice by mail shall be deemed to have been given on the third business day after the date of mailing.
- 6.3 Mailing addresses for notices under this Agreement are as follows:
- i) for Town of Shelburne
203 Main Street East,
Shelburne, Ontario, L9V 3K7
 - ii) for Shelburne Public Library Board
201 Owen Sound St
Shelburne, ON L9V 3L2

7. FINANCIAL:

- 7.1 The Municipality shall annually levy upon its assessment a sum to be used for the maintenance of the Board.
- 7.2 The Municipality shall in addition pay to the Board certain monies paid to the Municipality by the Province of Ontario for library services.
- 7.3 The sum of funds received by the Municipality under Sections 7.1 and 7.2 shall be equal to the Municipality's portion of the total funds required by the Board, as shown in Appendix B.
- 7.4 The attached Appendix A, which forms part of this Agreement, is a copy of the Board resolution being the new Funding Formula that was passed by the Board on June 21, 2016.
- 7.5 The attached Appendix B, which forms part of this Agreement, is a listing of the Payments to be made by the Municipality if the option in 8.1.A is chosen.

8. PAYMENT TERMS:

- 8.1 The Municipality shall pay to the Board the funds under Section 7.3 according to one of the following payment options:
- A.
 - 1. Fifty percent (50%) of the amount required for Board purposes in the current year **on or before** the 31st day of March, 2022.
 - 2. Twenty-five percent (25%) of the amount required for Board purposes in the current year, on or before the 30th day of June, 2022.
 - 3. Remainder of the balance owing on or before the 30th day of September 2022.
 - B.
 - 1. Funds raised under Section 7.1 shall be paid to the Board in equal installments coincident with the dates upon which the Municipality collects its taxes in 2022.

2. Funds raised under Section 7.2 shall be paid to the Board within fifteen (15) days of being received by the Municipality.

8.2 If, in the year 2022 the Board’s budget is not approved by the Town of Shelburne by March 31, 2022, the Municipality shall pay to the Board an interim payment of funds according to the following schedule which interim payment of funds shall be deducted from the Municipality’s 2022 levy once the Board’s budget is finalized.

1. Fifty percent (50%) of the amount required for board purposes in 2021, which amount shall be paid to the Board on or before the 31st day of March, 2022.

9. FAILURE TO MAKE PAYMENTS:

9.1 If the payment schedule chosen by the Municipality is not complied with, the Library reserves the right to withdraw the Library services to residents of the Municipality until the payment is complied with.

10. ENTIRE AGREEMENT:

10.1 This agreement constitutes the entire Agreement between the parties. Upon the execution of this Agreement, any existing Agreements between the parties with respect to library services shall forthwith become null and void.

10.2 In the event that any covenant, provision or term of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect, mutatis mutandis.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals duly attested to by the hands of their respective proper officers in that behalf.

THE SHELBURNE PUBLIC
LIBRARY BOARD

THE CORPORATION OF THE
TOWN OF SHELBURNE

Per: _____
Chair Date Signed:

Per: _____
Mayor Date Signed:

Per: _____
Secretary/Treasurer Date Signed:

Per: _____
Clerk Date Signed:

MUNICIPALITY ELECTION
UNDER SECTION 8
Initial one only:

8.1.A _____
Mayor

Clerk

8.1.B _____
Mayor

Clerk

APPENDIX A

Resolution extracted from Shelburne Public Library Board minutes dated June 21, 2016:

Funding Formula

Motion 29-16 L. Townsend, D. Besley

WHEREAS on June 8, 2016, a meeting was held with the Mayors, Municipal Clerks and Council Representatives of the Town of Shelburne and the four contracting Municipalities of Amaranth, Melancthon, Mono and Mulmur, together with Geoff Dunlop, Board Chair, Rose Dotten, CEO/Head Librarian, and Gord Gallagher, Treasurer;

AND WHEREAS it was determined that the funding formula for the Shelburne Public Library should be revised to reflect the change in the number of households with patrons in all five municipalities;

Therefore, be it resolved that beginning in January, 2017, the levy required to balance the Shelburne Public Library operating budget will be allocated based on a 3-year average library of active household cardholders, determined by the Library operating system, as of September 30 in the year preceding the budget year, for each municipality;

Be it further resolved that in addition to the foregoing, any capital projects for the Library requiring additional municipal funding will be allocated based on the same formula;

Be it further resolved that the Municipal partners may use the MPAC assessment totals as of September 30 each year as a verification tool for any substantial shifts in household user numbers.

Carried

APPENDIX B

Town of SHELburne Assessment is \$211,872.00

Under Option 8.1.A - the payments shall be:

March 31, 2022	\$105,936.00
June 30, 2022	\$ 52,968.00
September 30, 2022	\$ 52,968.00