

MUNICIPAL CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP

BY-LAW #2019-52

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF THE BONNECHERE UNION
PUBLIC LIBRARY AGREEMENT BETWEEN NORTH ALGONA WILBERFORCE
TOWNSHIP AND BONNECHERE VALLEY TOWNSHIP**

WHEREAS pursuant to Chapter P.44 of the Public Libraries Act, R.S.O. (1990) and amendments thereto, the Council of the Corporation of North Algona Wilberforce Township deems it expedient to enter into a Library Agreement with the Corporation of the Township of Bonnechere Valley;

NOW THEREFORE the Municipal Corporation of North Algona Wilberforce Township enacts as follows:

- I. That the Mayor and the CAO are hereby authorized to sign on behalf of North Algona Wilberforce Township, 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 19th DAY OF NOVEMBER 2019

BE DEEMED READ A THIRD TIME AND PASSED THIS 19th DAY OF NOVEMBER 2019



Mayor
James Brose



Clerk
Marilyn D. Casselman

AGREEMENT

DATED: Nov 19., 2019

BETWEEN:

CORPORATION OF THE TOWNSHIP OF BONNECHERE VALLEY

AND

CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP

AGREEMENT made this ____ day of _____ 2019.

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 | 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 s. 20; 2009, c. 33, Sched. 11, s. 7 (3) 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 OLBA's 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 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.

3.4 The Councils for each of the Municipalities referred to herein shall, in each year, appropriate and pay to the Bonnechere Union Public Library Board 35% of the previous years municipal contribution allotted to each of the participating Townships of the Bonnechere Union Public Library on or before the 1st day of February and the remaining 65% shall be paid by the 1st day of June.

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 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 operation 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 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 40, 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.

11.0 INDEMNIFICATION

The parties shall each indemnify and save harmless the other from and against all claims, losses, damages, judgments, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or attributed to any bodily injury to or death of a person or damage to or loss of property caused by any negligent act or omission on the part of the indemnifying party, its officers, employees, students, agents or volunteers arising out of this agreement.

12.0 INSURANCE

The Township of Bonnechere Valley shall, at their expense, obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to North Algona Wilberforce Township and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- (a) A limit of liability of not less than \$25,000,000.00 occurrence with an aggregate of not less than \$25,000,000.00.
- (b) Add North Algona Wilberforce Township as an additional insured with respect to the operations of the Named Insured
- (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured

- (d) Non-owned automobile coverage with a limit not less than \$5,000,000.00 and shall include contractual non-owned coverage
- (e) Broad Form Property Damage
- (f) Contractual Liability
- (g) The policy shall provide 30 days prior notice of cancellation

Primary Coverage

The Township of Bonnechere Valley's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the North Algona Wilberforce Township.

Certificate of Insurance

The Township of Bonnechere Valley shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

Errors and Omissions Liability

The Township of Bonnechere Valley shall, at their expense obtain and keep in force during the term of the Agreement, Errors and Omissions Insurance satisfactory to North Algona Wilberforce Township and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide Errors and Omissions Liability in the amount of \$25,000,000.00 providing coverage for acts, errors and omissions arising from this Agreement.

The North Algona Wilberforce Township Valley shall, at their expense, obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Township of Bonnechere Valley and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- (a) A limit of liability of not less than \$25,000,000.00 occurrence with an aggregate of not less than \$25,000,000.00.
- (b) Add the Township of Bonnechere Valley as an additional insured with respect to the operations of the Named Insured
- (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- (d) Non-owned automobile coverage with a limit not less than \$5,000,000.00 and shall include contractual non-owned coverage
- (e) Broad Form Property Damage
- (f) Contractual Liability
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The North Algona Wilberforce Township's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Township of Bonnechere Valley.

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Errors and Omissions Liability

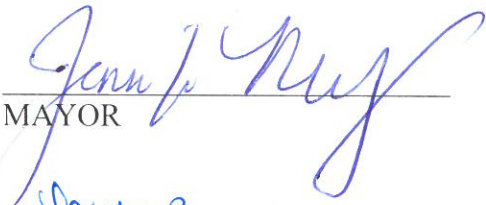

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IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals
attested by the signatures of their proper signing officers.

SIGNED, SEALED AND DELIVERED in the presence of:

CORPORATION OF THE TOWNSHIP
BONNECHERE VALLEY

CORPORATION OF NORTH
NORTH ALGONA
WILBERFORCE TOWNSHIP


MAYOR

C.A.O.


MAYOR

C.A.O

Oct 23, 2019
DATE

Nov 19, 2019.
DATE