

THIS AGREEMENT ~~dated the \_\_\_\_ day of 2021.~~

BETWEEN:

THE CORPORATION OF THE CITY OF OWEN SOUND,  
THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH, and  
THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS  
herein called "MUNICIPAL PARTNERS"

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**DEFINITIONS:**

**CHATSWORTH:** Corporation of the Township of Chatsworth

**GEORGIAN BLUFFS:** Corporation of the Township of Georgian Bluffs

**OWEN SOUND:** Corporation of the City of Owen Sound

**MUNICIPAL PARTNERS:** The municipalities agreeing to provide "union library" services, in accordance with the Public Libraries Act, to their citizens.

**LIBRARY SERVICE PARTNERS:** Public Libraries with a service contract with the Union Library.

**LIBRARY BOARD:** Made up of elected and appointed representatives from the Union Library Municipal Partners and Library Service Partners.

**UNION LIBRARY:** The Owen Sound & North Grey Union Public Library (OSNGUPL)

**LIBRARY MEMBERS:** The users of the library with membership cards.

**OPERATING BUDGET:** "Operating Budget" shall include all costs of operating the Union Library, excluding capital budget items, but including "Operating Capital" Items such as, but not limited to, computers and related equipment, furnishings and upholstery, partition adjustment, duct cleaning, security systems, painting, carpeting and flooring, telephone systems, and micro-form reader printers.

**CAPITAL BUDGET:** "Capital Budget" shall include "bricks and mortar" projects such as, but not limited to, structural building changes, HVAC, exterior brick work, concrete work and roof repairs.

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**WHEREAS** certain of the parties hereto entered into an Agreement for the formation and governance of a Union Public Library pursuant to sections 4 and 5 of the Public Libraries Act, R.S.O. 1990 , c.P. 44 (herein called the "Union Public Library Agreement" ), said Agreement being dated November 13<sup>th</sup>, 1995;

**AND WHEREAS** the Union Public Library Agreement was amended on November 1<sup>st</sup> 2000;

**AND WHEREAS** a renewed Union Public Library Agreement was signed on October 30<sup>th</sup>, 2001 for a term to December 31<sup>st</sup>, 2011;

**AND WHEREAS** a renewed Union Public Library Agreement was signed on November 11<sup>th</sup>, 2011 to expire December 31<sup>st</sup>, 2021;

**AND WHEREAS** the parties hereto are desirous of replacing said Union Public Library Agreement as herein set out.

**THE PARTIES HERETO AGREE AS FOLLOWS:**

1. This Agreement shall take effect January 1, 2022 and shall be in effect for a period of ten (10) years from that date, provided that five (5) years from that date i.e.: in the year 2026 the parties hereto shall consult each with the other in order to review the terms hereof.

At the end of the said ten (10) year term, this Agreement may be extended upon terms to be then agreed upon. This Agreement shall also terminate upon the withdrawal of any one of the MUNICIPAL PARTNERS of the UNION LIBRARY from this Agreement as hereinafter provided.

2. The library shall be called The Owen Sound & North Grey Union Public Library and shall be referred to in this agreement for brevity as the UNION LIBRARY.
3. (a) The UNION LIBRARY shall be governed by a board consisting of nine (9) members, in accordance with the Public Libraries Act, five (5) to be selected by the Corporation of the City of Owen Sound (herein called "OWEN SOUND"), two (2) to be selected by the Corporation of the Township of Georgian Bluffs (herein called "GEORGIAN BLUFFS"), one (1) to be selected by the Corporation of the Township of Chatsworth (herein called "CHATSWORTH"), and  
  
(b) The final one (1) representing libraries with service contracts with the UNION LIBRARY. In the event that there are no ongoing service contracts, the LIBRARY BOARD will consult the member municipalities for an appropriate selection.
4. All the citizens of each of the MUNICIPAL PARTNERS forming the UNION LIBRARY shall enjoy full access to the materials and services of the library and shall, upon compliance with such rules and regulations as the LIBRARY BOARD establishes, enjoy full privileges of membership in the UNION LIBRARY.

5. The parties agree that this Agreement shall replace the provisions of the previous Union Library Agreement dated November 11, 2011, but the UNION LIBRARY as created by the Union Public Library Agreement shall be deemed to continue to exist subject to this Agreement.
6. During the term of this Agreement all of the assets and library materials currently subject to the governance of the LIBRARY BOARD and all future assets and library materials acquired by the UNION LIBRARY shall be held in trust for, and at the termination of this Agreement shall come under the governance of, such public library board as may be established by OWEN SOUND or such new union library board as may be established by OWEN SOUND and its surrounding municipalities.
7. No compensation of any kind shall be paid to any municipality for any contribution which it may have made to the assets of the UNION LIBRARY during the operation of the UNION LIBRARY hereby established, upon termination of this Agreement and the UNION LIBRARY hereby established.
8. The participating municipalities shall appoint their respective board members to the LIBRARY BOARD, in accordance with the requirements of the Public Libraries Act and the UNION LIBRARY bylaws, and reappoint their respective board members, hereafter in accordance with the Public Libraries Act, from time to time, to ensure that each MUNICIPAL PARTNER shall maintain its respective board member(s) sitting on the LIBRARY BOARD at all times. Failure by any MUNICIPAL PARTNER to appoint a board member as required by the Public Libraries Act shall not relieve the defaulting MUNICIPAL PARTNER from any and all liability arising under this Agreement.
9. Each MUNICIPAL PARTNER participating in the UNION LIBRARY shall have the right to withdraw from this Agreement upon giving written notice of its intention to the LIBRARY BOARD. A MUNICIPAL PARTNER must remain in the UNION LIBRARY for one full calendar year following the year in which notice to withdraw is given.
10. (a) In the event that any MUNICIPAL PARTNER withdraws, the LIBRARY BOARD shall be disbanded on the date that the withdrawal becomes effective at which time all the assets of the UNION LIBRARY shall revert to and be vested in a library board called The Owen Sound Public Library Board as appointed by OWEN SOUND, or in the event that OWEN SOUND and the remaining board members have formed a new union library prior to the effective date of a MUNICIPAL PARTNER's withdrawal, the LIBRARY BOARD shall be disbanded on such date as the new union library board is inaugurated and all assets of the UNION LIBRARY shall revert to and come under the governance of the new union library board.  
  
(b) Provided that the withdrawing MUNICIPAL PARTNER meets its financial commitments up to the date of dissolution, its residents shall enjoy full access to the materials and services of the UNION LIBRARY, and shall, upon compliance with such rules and regulations as the LIBRARY BOARD establishes, enjoy full privileges of membership in the UNION LIBRARY, up to the date of dissolution.

11. From the date of receiving notice of the withdrawal of one MUNICIPAL PARTNER from the LIBRARY BOARD, the remaining directors of the board, provided they include OWEN SOUND, may negotiate the formation of a new union library board in accordance with the Public Libraries Act, and provided that a new agreement is arrived at for a new union library prior to the date of termination of the UNION LIBRARY, then all of the assets of the UNION LIBRARY shall be placed under governance of the new union library board.
12. Each MUNICIPAL PARTNER shall remain fully liable for all financial commitments to the UNION LIBRARY up to the actual date of dissolution of the UNION LIBRARY, and the Owen Sound Public Library Board or the Board of such other union library as may be formed by OWEN SOUND and surrounding municipalities shall be hereby granted all right, title and interest in all funds due and payable to the former LIBRARY BOARD up to the date of dissolution.
13. Upon dissolution of the UNION LIBRARY, no municipality or library board other than the Owen Sound Public Library Board or a new union library board formed by OWEN SOUND and surrounding municipalities shall have any right or entitlement to receive any compensation of any nature or kind for contributions made or donated to the UNION LIBRARY, whether attributed to operational or capital budget of the UNION LIBRARY, made prior to the date of dissolution, and each of the participating municipalities hereby renounces and waives any claim for compensation however arising upon the dissolution of the UNION LIBRARY.
14. (a) The UNION LIBRARY shall have the power to negotiate with any municipality not part of the initial complement of municipalities forming the UNION LIBRARY to permit the entry of such municipality into the UNION LIBRARY on such terms and conditions as may be acceptable to the LIBRARY BOARD.  
  
(b) The UNION LIBRARY shall have the power to negotiate with other public library boards to permit the entry of such library into a service contract on such terms and conditions as may be acceptable to the LIBRARY BOARD.
15. (a) The annual OPERATING BUDGET of the UNION LIBRARY shall be shared and funded by the MUNICIPAL PARTNERS of the PUBLIC LIBRARIES and public libraries with a service contract (LIBRARY SERVICE PARTNERS) with the UNION LIBRARY.  
  
(b) The contribution of the MUNICIPAL PARTNERS (and LIBRARY SERVICE PARTNERS) shall be based on the average of the ratio of memberships for each group to the total memberships in the UNION LIBRARY for the five years (2017-2021) as of August 31<sup>st</sup> of each year.

(c) Funding is shared among the MUNICIPAL PARTNERS (and LIBRARY SERVICE PARTNERS) in a ratio equal to those outlined below:

|                             | Percentage |
|-----------------------------|------------|
| Township of Chatsworth      | 9.9        |
| Township of Georgian Bluffs | 22.0       |
| City of Owen Sound          | 59.8       |
| Service Contracts           | 8.3        |

(d) At the time of the five-year review, in the fall of 2026, amendments to the above table will be made to reflect the average of the ratio of memberships for each group to the total memberships in the UNION LIBRARY for the five years (2012-2026) as of August 31<sup>st</sup> of each year. The amended table will be used for the last five years of the agreement.

16. (a) The provisions hereof shall govern the budgets and estimates of the LIBRARY BOARD.

(b) The funding in paragraph 15 hereof shall be applied to and calculated on the total budgeted amount required to balance the UNION LIBRARY's OPERATING BUDGET. Prior year surplus or deficit shall be included in the current year budget estimate. That is, net funding to be raised shall be:

**Total** OPERATING BUDGET expenditure per annum

**Minus** revenue other than municipal contribution (e.g. fees, rentals, non-resident memberships, donations, and other non-municipal revenue)

**Plus or minus** any surplus or deficit from prior year.

(c) Notwithstanding any other provisions hereof, the LIBRARY BOARD shall submit with its estimates the statement as to the proportion of the estimates that is to be charged to each of the MUNICIPAL PARTNERS (and LIBRARY SERVICE PARTNERS) of the UNION LIBRARY, and if the estimates of the LIBRARY BOARD are approved or amended and approved by the Councils of the MUNICIPAL PARTNERS (and LIBRARY SERVICE PARTNERS) of the UNION LIBRARY representing more than one half of the population of the area for which the LIBRARY BOARD was established, the said estimates shall be binding on all MUNICIPAL PARTNERS (and the LIBRARY SERVICE PARTNERS) of the UNION LIBRARY.

(d) Should the increase in the UNION LIBRARY's OPERATING BUDGET from year to year be greater than 4% of the previous year's budget, or the annual CPI (whichever is greater), approval shall be required by the Councils of the MUNICIPAL PARTNERS of the UNION LIBRARY representing 75% of the population of the area for which the LIBRARY BOARD was established, and when acquired, said approval shall be binding on MUNICIPAL PARTNERS (and LIBRARY SERVICE PARTNERS) of the UNION LIBRARY.

(e) The MUNICIPAL PARTNERS of the UNION LIBRARY agree that in recognition of CAPITAL BUDGET items as hereinbefore defined, the MUNICIPAL PARTNERS of the UNION LIBRARY other than OWEN SOUND shall contribute a total of \$5000 multiplied by (the percentage listed in 15c) per annum towards CAPITAL BUDGET items of the UNION LIBRARY. Subject to this provision, OWEN SOUND shall remain liable for funding all capital acquisitions by the UNION LIBRARY.

(f) New MUNICIPAL PARTNERS of the UNION LIBRARY or libraries desiring Library Service Contracts may apply at any time to join the UNION LIBRARY, and shall be admitted on consent of a majority of the existing MUNICIPAL PARTNERS (and LIBRARY SERVICE PARTNERS) of the UNION LIBRARY, but only by amendment to this Agreement.

(g) (i) The OPERATING BUDGET for the UNION LIBRARY together with the current year requisition shall be delivered to each MUNICIPAL PARTNER (and LIBRARY SERVICE PARTNER) prior to November 1st in each year to enable partners to include the estimates in their municipal budgets.

(ii) Requisitions shall be paid upon receipt of invoices delivered to each MUNICIPAL PARTNER (and LIBRARY SERVICE PARTNER) by the UNION LIBRARY on the following dates:

|                |                                                                                      |
|----------------|--------------------------------------------------------------------------------------|
| March 31st     | 25% of the Previous Year OPERATING BUDGET Amount                                     |
| June 30th      | 35% of the Current Year OPERATING BUDGET Amount + Current Year CAPITAL BUDGET Amount |
| September 30th | The balance of the Current Year OPERATING BUDGET Amount                              |

17. Any MUNICIPAL PARTNER of the UNION LIBRARY may request a review of this Agreement upon giving three (3) months written notice to the other parties hereto.
18. Each MUNICIPAL PARTNER of the UNION LIBRARY, whose share of the Provincial Library Grant is received by the UNION LIBRARY, will have this contribution recognized as part of their financial support. For clarification, this section does not apply to library service contracts.
19. Failure by any MUNICIPAL PARTNERS (and LIBRARY SERVICE PARTNERS) of the UNION LIBRARY to pay its share of support to the UNION LIBRARY when due shall constitute notice to the LIBRARY BOARD of withdrawal of the non-paying partner from the UNION LIBRARY, provided that the board shall notify the withdrawing MUNICIPAL PARTNER in writing of its acceptance of its withdrawal and the date of delivery of this acceptance notice to the MUNICIPAL PARTNER by the LIBRARY BOARD shall constitute the date of notification of withdrawal. Following notification of withdrawal, the withdrawing partner shall receive library services for no more than sixty (60) days after which library services shall be terminated. Notwithstanding termination of services as herein provided the MUNICIPAL PARTNER withdrawing in accordance with this paragraph shall remain

fully liable for its financial contribution up to the date of dissolution of the UNION LIBRARY as set out in paragraphs 12 and 13 above.

20. This Agreement shall be binding upon and enure to the benefit of the successors and assigns of all parties hereto.

Dated this 13<sup>th</sup> day of December 2021

THE CORPORATION OF THE CITY OF OWEN SOUND

Per:

 Mayor  
 Clerk

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DEC 13 2021

CORPORATION OF THE  
CITY OF OWEN SOUND

THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH

Per:

\_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Clerk

THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS

Per:

\_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Clerk

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Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

THE CORPORATION OF THE CITY OF OWEN SOUND

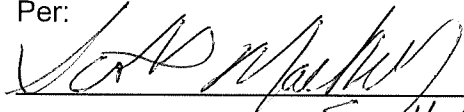
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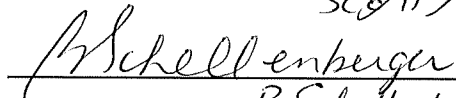
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH

Per:

  
\_\_\_\_\_  
Scott Mackey Mayor

  
\_\_\_\_\_  
B. Schellenberger Deputy Clerk

THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS

Per:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

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THE CORPORATION OF THE CITY OF OWEN SOUND

Per:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH

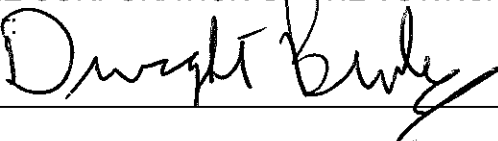
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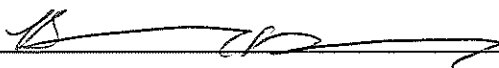
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS

Per:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk