



**BYLAW NO. 1601-09
OF THE
TOWN OF PINCHER CREEK
FOR THE PURPOSE OF AUTHORIZING THE MUNICIPAL COUNCIL
OF THE TOWN OF PINCHER CREEK TO ENTER INTO AN AGREEMENT
WITH THE MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
AND THE VILLAGE OF COWLEY TO ESTABLISH
AN INTERMUNICIPAL LIBRARY BOARD**

WHEREAS the Municipal Government Act, RSA 2000, Chapter M26 and amendments thereto, authorizes the Town of Pincher Creek to pass bylaws to enter into agreements;

WHEREAS, the Libraries Act, RSA 2000, Chapter L-11, Part 1.1, authorized Municipal Councils, by bylaw, to enter into agreements respecting the establishment of an intermunicipal library board;

WHEREAS the Councils for the Town of Pincher Creek, the Municipal District of Pincher Creek No. 9 and the Village of Cowley have negotiated an agreement for the establishment of an intermunicipal library board;

WHEREAS the intermunicipal library board shall be known as The Pincher Creek and District Public Library Board;

NOW THEREFORE, Council of the Town of Pincher Creek, duly assembled, hereto enacts as follows:

1. That the Mayor and CAO of the Town of Pincher Creek be and are hereby empowered to execute an agreement, with the Municipal District of Pincher Creek No. 9, and the Village of Cowley, attached hereto as Appendix A, to establish The Pincher Creek and District Public Library Board.
2. That the said agreement, annexed hereto as Appendix A, is hereby incorporated and made part of this Bylaw.
3. This Bylaw comes into force on the final passing thereof.

READ A FIRST TIME THIS 12 DAY OF January, 2009, A.D.

Gary Mills
Mayor, G. Mills

F.A. Kornfeld
CAO, F.A. Kornfeld

READ A SECOND TIME THIS 26 DAY OF January, 2009, A.D.

Gary Mills
Mayor, G. Mills

F.A. Kornfeld
CAO, F.A. Kornfeld

READ A THIRD TIME THIS 26 DAY OF January, 2009, A.D.

Gary Mills
Mayor, G. Mills

F.A. Kornfeld
CAO, F.A. Kornfeld



AGREEMENT TO ESTABLISH AN INTERMUNICIPAL LIBRARY BOARD

Pursuant to section 12 of the Libraries Act

Memorandum of an agreement made this 9th day of November A.D. 2015

BETWEEN:

Then Municipal District of the Pincher Creek No. 9
of the first part

and

The Town of Pincher Creek
of the second part

and

The Village of Cowley
of the third part

WHEREAS Section 12 of the Libraries Act (part 1.1) makes provisions whereby such Councils may, with the consent of the Minister, enter into agreements relating to the provision of a library service; and

WHEREAS it is deemed expedient and proper by Councils and Parties concerned, that such an agreement be entered into.

NOW THEREFORE, the parties hereto covenant and agree as follows:

1. That the parties hereto agree to establish and operate jointly an intermunicipal library board to be known as The Pincher Creek & District Public Library Board (hereafter referred to as the Board).
2. That the management and operation of the library shall be delegated to the Board constituted as follows:
 - a) 4 members appointed by the Council of the Town of Pincher Creek of which only 1 appointee may be a member of council;

*Establish an Intermunicipal Library
Town/MD/Cowley*

- b) 4 members appointed by the Council of the Municipal District of Pincher Creek No. 9 of which only 1 appointee may be a member of council;
 - c) 1 member appointed by the Council of the Village of Cowley;
 - d) All these appointments shall be for a term of one to three years.
 - e) Appointees terms may be a maximum of nine years.
3. That the Board so appointed shall exercise all powers and perform all the duties delegated to an Intermunicipal Library Board under Section 12 of the *Libraries Act*.
 4. That the Board shall elect one of its members as a Chairperson.
 5. That the Board shall keep accounts of its receipts, payments, credits and liabilities.
 6. That the financing of the Board shall be arranged as follows:
 - a) That the annual budget and estimate of funding for the upcoming year shall be prepared by the Board prior to September 15th of the current year, and provided to Joint Council for review, followed by individual Councils approval;
 - b) The Village of Cowley shall contribute \$1300 annually towards the Board's annual approved budget..
 - c) The Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 shall contribute equally to the remaining balance towards the Board's annual approved budget.
 - d) These monies shall be due to the Intermunicipal Library Board.
 7. That an annual financial report shall be conducted in accordance with the *Libraries Act* by a person appointed by the Board and ratified by Councils and when complete, shall be submitted to each Council that is party to this agreement. The person appointed by the Board shall not be a Library employee, nor a Board Trustee, nor a Councillor of a municipality that is party to this agreement. He or she shall be certified as at least a Registered Public Accountant.
 8. That this agreement shall take effect on the date the Minister responsible for libraries establishes the Board.
 9. That the Board or any party to this agreement may propose amendments to this agreement. Proposed amendments must be agreed to by at least two parties to this agreement. Amendments will be filed with the Minister responsible for libraries.
 10. Using the following system, it is hoped that any dispute between the parties to this agreement can be settled.

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| Step 1 | It is important to avoid any dispute by ensuring the plan is adhered to as adopted. |
| Step 2 | Should any party to this agreement identify an issue that it wishes to dispute, that party should inform the other parties, in writing, the reasons for its dispute. |
| Step 3 | Each party to the agreement will appoint a representative, all of whom will constitute an ad hoc Dispute Committee. |
| Step 4 | The Committee should discuss the issue with the intent to seek a solution by consensus. |

- Step 5** Should the Committee be unable to arrive at a consensus, then each Committee representative will contact his or her chief elected officer to arrange a joint meeting of the councils of the municipalities that are parties to this agreement. Councils will then discuss possible solutions.
- Step 6** Should the councils be unable to reach a solution, any municipality may contact Alberta Municipal Affairs to commence a mediation process under the department's guidance.
- Step 7** In a case where further action under the Act is unavailable, the results of the mediation report will be binding on each municipality.

11. That this agreement shall remain in full effect until December 31, 2020. This agreement may be reopened by any party, with reasons being given to the other parties with 60 days notice in writing.
12. That each party to this agreement contributes as assets and liabilities to the Board those assets and liabilities which each Council and Library Board has invested in the Pincher Creek and District Municipal Library on the day this agreement takes effect. (Inventory of participating councils and their respective public library assets are attached as Appendices #A, #B, #C.)
13. Withdrawal: A party may withdraw from the agreement by giving one years notice by September 15, one year in advance. If any municipality withdraws from this agreement, it leaves all its assets and liabilities with the Board.
14. If two of the three municipalities, parties to this agreement, wish to dissolve the Intermunicipal Library Board they shall proceed in accordance with Section 17.2 of The Libraries Regulations. The final dissolution shall be in accordance to the directions, and the order, of the Minister responsible for libraries
15. This Agreement comes into effect on the date first written above.

Town of Pincher Creek



Mayor

CAO

Municipal District of Pincher Creek No. 9



Reeve



CAO

Village of Cowley



Mayor



CAO