

BY-LAW NO. 589

of the

TOWN OF OYEN

A BY-LAW OF THE TOWN OF OYEN IN THE PROVINCE OF ALBERTA TO PROVIDE THE ESTABLISHMENT OF A MUNICIPAL LIBRARY.

WHEREAS, the Council of the Town of Oyen deems it expedient to propose the establishment of a Municipal Librar

NOW THEREFORE, by the authority and under the provision of Part 2 of the Libraries Act and Amendments thereto, being chapter L-12 of the Statutes of Alberta 1983, the Council of the Town of Oyen duly assembled enacts as follows:

1. There shall be established a Municipal Library for the Town of Oyen.
2. The policies of the Municipal Library Board shall be governed by Part II and III and V of the Libraries Act and Amendments thereto.
3. The Municipal Library shall be managed, regulated and controlled by a Library Board as per schedules A and B attached to and forming part of By-Law No. 589.
4. This By-Law shall take effect upon final reading.
5. By-Law No. 455 is hereby repealed.

Councillor Snell moved the first reading of By-Law No. 589. CARRIED UNANIMOUSLY.

Councillor Wilson moved the second reading of By-Law No. 589 CARRIED UNANIMOUSLY.

Councillor Otterloo moved that By-Law No. 589 be given third and final reading. CARRIED UNANIMOUSLY.

Councillor Tracy moved third reading and finally passed By-L No. 589 this 5th day of November, 1985. CARRIED UNANIMOUSLY

.....
Mayor

.....
Municipal Administrator

MUNICIPAL LIBRARY BOARD AGREEMENT

Agreement for the operation of a Joint School Municipal Library

Memorandum of Agreement made this 5TH day of FEBRUARY 19 85

between

The Town of Oyen, (as provided under Part 2 of the Libraries Act) as the
PARTY OF THE FIRST PART

and

The Acadia School Division No. 8 as provided for in 1 (d) of the School Act
as the
PARTY OF THE SECOND PART.

To establish a corporation pursuant to Part 2. of the Libraries Act,
herein referred to as "Oyen Municipal Library Board and/or Board".

WHEREAS both parties have a collection of library materials which they
desire to consolidate with the collection of the other in order that better
library service may be made available to all residents of the Town of Oyen
and the Acadia School Division No. 8.

WHEREAS each party has resolved to enter into an agreement providing
for the terms and conditions under which the libraries of the parties may
be consolidated and established, maintained and operated as a joint library.
under a municipal library board.

WHEREAS a copy of the resolution of the Town of Oyen and the Acadia
School Division No. 8 is attached hereto and forms part of this agreement.

. NOW THEREFORE the parties agree as follows:

1. The book collections of the parties shall be consolidated into one
book stock in the library and shall be made available for circulation
to all residents of Oyen and environs of the Acadia School Division
No. 8, provided they are members of the Regional Library System.
2. Members of the Oyen Municipal Library Board, shall be appointed under
Part II, Section 10 of the Libraries Act. Each party herein shall
appoint membership to the Board, who shall be responsible for the
management and direction of the Community Library services and personnel.
3. The Oyen Municipal Library Board shall consist of a minimum of six members
to a maximum of ten members with the additional 4 members being appointed
by the Board if deemed necessary. The Acadia School Division shall
recommend, for the Town of Oyen's approval, three members to the Board.
The Town of Oyen shall appoint three members to the Board. The chairman
of the Board may be the principal of the South Central High School. The
library personnel serving during school hours may serve as the Board
secretary.

4. The library shall be established in the South Central High School at the expense of the Acadia School Division in a room or rooms, adequate for the purpose, that shall be.
 - a) readily accessible to the general public and to students at the school or schools.
 - b) readily accessible to the proper offices and facilities including washrooms.
 - c) maintained, heated and cleaned by the janitorial staff of the South Central High School
 - d) properly designated by a sign;
5.
 - 1) There shall be suitable qualified library personnel who shall
 - a) have the general management and control of the library during school hours, and
 - b) be appointed and paid by the Acadia School Division No. 8.
 - c) there shall be auxiliary library personnel, appointed and paid by the Board, who shall function under the direction and in cooperation with the personnel as noted in 5 (1) (a) (b).
 - 2) The Board shall subject to the provisions of the Libraries Act and Regulations, approve
 - a) the days and times when the library shall be open to the public.
 - b) what members of the public shall enjoy the privilege of borrowing books and other library materials and under what terms and conditions.
 - c) the fees and fines that shall be charged and levied, and
 - d) the accounts and records that shall be established and maintained.
 - 3) Subject to approval of the Acadia School Division No. 8 the Principal shall determine
 - a) the days and times when the library shall be open to the students of the Acadia School Division No. 8.
 - b) what students shall enjoy the privilege of borrowing books and other library materials and under what terms and conditions.
 - c) the fees and fines that shall be charged and levied.
 - d) the accounts and records that shall be established and maintained, and
 - e) the precautions that shall be taken to protect the property of the Town of Oyen and the Acadia School Division No. 8.
6. (1) Any book or other library item placed in the library by a party on the coming into force of this agreement or purchased at any time from funds provided by either party shall remain the property of the party that provided it or whose funds were used to purchase it, as this may be.

- (2) The Library personnel shall designate each book or library item as the property of one or other of the parties by
 - (a) placing an imprint of the ownership stamp of the appropriate party in the book or library item, and
 - (b) making a notation as to ownership in the shelf list.

7. Each party shall

- (a) decide what books or other library items shall be purchased from funds provided, and
- (b) may delegate that authority to the Board.

8. (1) The Acadia School Division No. 8 shall provide such staff as may be required to administer to the needs of those using the library during school hours.

(2) The Board shall provide such staff as may be required to administer to the needs of those using the library outside school hours.

9. This agreement shall come into force on FEBRUARY 5, 1985 and will remain in force for no less than three years thereafter.

10. After the expiration of three years from the coming into force of this agreement, the agreement shall continue in force from year to year unless and until either party gives to the other party three months notice in writing of his intention to terminate this agreement.

11. Where the agreement is terminated pursuant to section 10, the library personnel shall

- a) recall all the books and library materials that are on loan to students at the school or members of the public at the time,
- b) return all books and library materials being the property of the parties and all shelf lists, cards and other records relating thereto, to the parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year hereunder written

Signed, Sealed and Delivered

on behalf of the Town of Oyen.

this 7TH day of JANUARY 19 85, A.D.

Town of Oyen

Mayor

Secretary-Treasurer

Signed, Sealed and Delivered

on behalf of the Acadia School

Division No. 8 this 5TH day of FEBRUARY, 19 85, A.D.

School Committee of the Acadia School
Division No. 8

Chairman

Secretary-Treasurer

TOWN OF OYEN
MUNICIPAL LIBRARY BOARD
AGREEMENT

SCHEDULE B OF BY-LAW NO.589

AN AGREEMENT BY AND BETWEEN
THE PARTIES COMPRISING THE
MARIGOLD LIBRARY SYSTEM

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AN AGREEMENT BY AND BETWEEN
THE PARTIES COMPRISING THE
MARIGOLD LIBRARY SYSTEM

This agreement is made between such of the *municipalities, improvement districts and special areas* contained in Schedule A as have appropriately ratified, endorsed and executed this agreement or terms identical to this agreement.

WHEREAS The Libraries Act of Alberta provides:

- (a) that a municipality, improvement district, special area, school division or school district may enter into an agreement to associate with one or more such organizations to establish, maintain and operate a *regional library*,
- (b) for a regional library board so established to be a body politic and corporate as set out in the Libraries Act of Alberta, and
- (c) that the *Minister* may make a grant upon the establishment of the regional library and may thereafter make annual grants where the Minister decides that the regional library is providing satisfactory service;

AND WHEREAS the parties to this Agreement:

- (a) desire to associate to establish, maintain and operate a regional library pursuant to the Libraries Act of Alberta to provide a public library service to their residents,
 - (b) are prepared to jointly finance and operate a regional library service to their residents,
 - (c) recognize that the most effective way to provide a high quality of library service is through co-operation, and
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- (d) agree that all library materials which are available through their respective *municipal libraries* and *community libraries* should be *accessible*;

AND WHEREAS the Parties to this Agreement have each carried out all requirements in order to enter into this Agreement;

NOW THEREFORE this Agreement witnesseth that the Parties to this Agreement jointly and severally covenant and agree with each other as follows:

1. Schedules "A", "B" and "C" are attached to and form part of this Agreement.
2. The definitions set out in Schedule "B" apply to those terms when used in this Agreement. Any other terms used in this Agreement have the same meaning as they have in The Libraries Act of Alberta.

NAME

3. There is hereby established a regional library known as "The Marigold Library System", hereinafter referred to as M L S.

OPERATION

4. The Parties to this Agreement shall maintain and operate M L S in accordance with The Libraries Act of Alberta as amended from time to time and the regulations made thereunder from time to time.
 5. The Parties to this Agreement shall provide a public library service to all their residents through the regional library established by this Agreement in the manner and upon the terms set out in this Agreement.
 6. The Parties to this Agreement shall make all library materials belonging to M L S and local libraries accessible.
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TERM

7. The term of this Agreement is from January 1, 1981 to December 31, 1983 both dates inclusive.

THE MARIGOLD LIBRARY BOARD

8. The general management, regulation and control of M L S is vested in and shall be exercised by a board of management known as "The Marigold Library Board", hereinafter referred to as M L B having the powers and duties set out in The Libraries Act of Alberta.
 9. M L B shall hold its first meeting within sixty (60) days of the ratification, endorsement and execution of this Agreement by five (5) *Municipal Authorities*.
 10. Each Party to this Agreement shall appoint one member to M L B and maintain that membership during the term of this Agreement. Where there is a municipal library board the Party to this Agreement shall appoint one member from that board to be its member of M L B.
 11. M L B shall be governed by The Libraries Act of Alberta except where specifically otherwise provided in this Agreement or the constitution and rules of M L B made pursuant to this Agreement.
 12. M L B shall engage a person as Librarian, hereinafter referred to as Director, having qualifications and experience of a librarian and whose primary responsibility shall be the administration of the business of M L S. M L B shall fix the compensation and all other terms of employment of the Director.
 13. M L B shall engage such employees for the operation of headquarters as M L B considers advisable and fix their compensation and other terms of employment.
 14. M L B shall in consultation with *local boards* pass by-laws with respect to the fees to be paid by members of the public for the issuance of library borrowing cards and the penalties to be paid for abuse of borrowing privileges.
 15. M L B may co-operate with the Government of Alberta in
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the establishment, maintenance and operation of a province-wide library network through inter-library loan, reciprocal borrowing arrangements, reference service and other services.

POWERS AND DUTIES OF LOCAL BOARDS

16. The powers and duties of municipal library boards within M L S shall be as set out in Part 3 of The Libraries Act of Alberta and in this Agreement.
 17. The powers and duties of community library boards within M L S shall be as set out in Part 5 of The Libraries Act of Alberta and in this Agreement.
 18. Each local board with M L S shall:
 - (a) make provision, either directly or through co-operation with other local boards or municipal councils, for a building or suitable accommodation for the provision of library service in the community,
 - (b) provide fixtures, furnishings, equipment and cleaning supplies deemed necessary by them for the proper management and maintenance of the *local library*,
 - (c) do all things necessary for keeping the accommodation provided under clause (a) in a proper state of preservation and repair,
 - (d) appoint and dismiss, in consultation with the Director such local employees as are necessary for the provision of library service to the community with final authority resting with the local board,
 - (e) act as a liason between the community and M L B, interpret M L B policy to the community and bring the needs of the community to the attention of M L B and the Director,
 - (f) in co-operation with M L B set guidelines for the operation of the library including minimum number of library hours, management, use and services,
 - (g) establish the library operating hours and
 - (h) promote local library services.
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19. A local board within M L S may:
- (a) purchase or acquire books, periodicals and other library materials and articles or objects of educational, cultural or artistic value, PROVIDED THAT such library materials are accessible and paid for out of the board's own financial sources,
 - (b) receive, hold and administer bequests, donations and gifts of real and personal property for local library purposes and
 - (c) in general perform such duties as are necessary to operate library service successfully in the community.

LOCAL ADVISORY COMMITTEES

20. In a municipality, improvement district or special area, where there is no municipal library board, the Party to this Agreement may appoint a local advisory committee.
21. The local advisory committee shall:
- (a) operate within guidelines established by the Municipal Authority in consultation with M L B and
 - (b) represent the concerns of the citizens in the area of the Municipal Authority and through its Municipal Authority bring these to the attention of M L B.

FINANCIAL LEVY

22. Each Party to this Agreement shall pay to M L B the amount which is the product of the per capita requisition set out in Schedule C and the population of the Party.
23. The population of the Party shall be the latest figure available from Alberta Municipal Affairs prior to December 1 in each of the respective years 1980, 1981 and 1982.
24. For 1981 each Party to this Agreement shall pay to M L B out of revenue of the Party the amount required to be paid to M L B pursuant to paragraph 22 of this Agreement, on or before July 15, 1981.
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25. For 1982 and 1983 each Party to this Agreement shall pay to M L B out of revenue of the Party the amount required to be paid to M L B pursuant to paragraph 22 of this Agreement in 2 equal installments:
- (a) one half on or before February 1, and
 - (b) the balance on or before July 15, in the year for which the appropriation is required.
26. Each municipal library board in M L S shall pay to M L B the amount which is the product of the per capita requisition set out in Schedule C and the population served by the library board. This amount shall be paid within thirty (30) days of receipt of each municipal board's annual provincial operating grant. The population served by a municipal board shall be that of the corresponding Party as determined in Paragraph 23.
27. For 1982 and 1983, M L B shall draw up detailed estimates of the amounts required by it to meet the expenses of operating M L S and shall present these to the councils and library boards of the Municipal Authorities on or before December 1 preceding the year to which the estimates relate. For 1981 estimates shall be presented at a time to be determined by M L B.
28. The per capita level of funding for M L S shall be reviewed by M L B before October 1, 1981 and succeeding years and M L B shall by November 1 of the same year make a recommendation to the library board and council of each Municipal Authority with respect to the required level of funding. Thereafter, the recommendation for change, if any, shall be included in the estimates for the following year.
29. Per capita funding levies in Schedule C shall be increased or decreased upon receipt by M L B of written authorization from 60% of the Municipal Authorities. Such authorizations shall provide that each Municipal Authority agrees to pay such altered amount upon written notification from M L B that a total of 60% of the Parties to this Agreement have given such authorization.
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FISCAL YEAR

30. The fiscal year of M L S and M L B shall be January 1 to December 31, both dates inclusive.

ACCOUNTING

31. M L B shall keep distinct and regular accounts of its receipts, payments, credits, assets and liabilities and shall have these accounts for each fiscal year audited by an *independent public accountant*. Such accounts shall be kept in accordance with generally accepted accounting practices as defined in the Handbook of the Canadian Institute of Chartered Accountants.
32. M L B shall cause financial statements for each fiscal year to be prepared by an independent public accountant by the last day of February in the year following the fiscal year to which they relate.
33. M L B shall provide a copy of the financial statements prepared and certified by the independent public accountant, to the Minister and to the local boards and council of the Municipal Authorities within 60 days of the receipt of the financial statements by M L B.

LOCAL BOARD APPROPRIATIONS

34. Each local board within M L S shall before March 1st in 1981, 1982 and 1983 submit to the council of its Municipal Authority detailed estimates of the money required in that year for:
- (a) the amount of principal and interest required for the annual payment of any outstanding debenture,
 - (b) the expense in detail of maintaining the library premises under its control including all things specified in paragraph 18 (b) and (c) and
 - (c) such other expenditures as the library board feels necessary to provide successful library service in the community.
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FINANCIAL RELATIONSHIPS

35. Each local board within M L S shall before November 1st in 1981 and 1982 submit to M L B detailed operating budget estimates for the next financial year. Estimates for financial year 1981 shall be submitted to M L B before May 1st, 1981.
36. M L B shall provide and may administer on behalf of each local board money to be used for the purposes specified below in accordance with standards, methods and budgets determined annually by M L B:
- (a) salaries and benefits of library employees,
 - (b) utilities (light, water, heat, phone charges) and
 - (c) *library office supplies.*
37. M L B may provide each local board and advisory committee with money to be used for purposes specified below in accordance with standards, methods and budgets to be determined annually by M L B:
- (a) public relations and promotions of local library service and
 - (b) such items as the local board or advisory committee may require to promote M L S and its services to that community.

REVENUE

38. Local boards within M L S shall be entitled to:
- (a) retain all revenue derived from local fines, local fees, 20% of *non-resident* fees and other charges authorized for the use of the library premises and materials,
 - (b) retain all money received as gifts, bequests, donations, grants not specified in Schedule C,
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and money raised through local fund raising efforts and

- (c) expend such funds as they see fit to provide successful library service to that community.
39. M L B shall be entitled to:
- (a) retain all revenue prescribed in Schedule C,
 - (b) retain all money received as gifts, bequests, donations and grants made to M L B and money raised by M L S fund raising efforts,
 - (c) 80% of non-resident fees and
 - (d) expend such funds as M L B sees fit to provide successful library service to M L S.

ACCOUNTING BY LOCAL BOARDS

40. All local boards within M L S shall keep financial records in accordance with generally accepted accounting practices, which records shall be audited within ninety (90) days of the local board's fiscal year end and shall deliver to M L B a copy of their audited financial statements within sixty (60) days of receipt of such statements.

SERVICES PROVIDED BY M L B

41. M L B shall equip, establish and maintain a regional library service for the residents of the Parties to this Agreement which service shall include:
- (a) acquisition, processing and delivery of all books, periodicals, pamphlets, audio-visual materials and in general, all materials required for the provision of library services,

- (b) circulation of library materials throughout the system by means of a union catalogue, interlibrary loan, mobile library service and exchange of material among libraries within the system,
- (c) consultative services for the development of resources and promotion of library and information services,
- (d) opportunities for the training and continuing education of library personnel, trustees and advisory committee members and
- (e) library programs and special events as determined by M L B.

EXPANSION OF M L S

42. Notwithstanding paragraph 47 of this Agreement, M L B shall admit to M L S any municipality, improvement district or special area listed in Schedule A if that municipality, improvement district or special area has signed an Agreement containing terms identical to this Agreement and thereupon it shall become a Party to this Agreement effective the date of its admission. The date of admission shall be determined by M L B. In the event that any Party becomes subject to this Agreement in 1982 or 1983 the levy payable by it and its corresponding local board, if any, pursuant to this Agreement, shall be paid to M L B within (30) days of its entrance into M L S. Such levy shall be the sum obtained by the product of the levy otherwise calculated in accordance with this Agreement times the fraction of the calendar year then remaining. For any Party that becomes subject to this Agreement in 1981 the levy will be that set out in Schedule C regardless of the date of entrance.

ANNUAL REPORT

43. M L B shall make an annual report on the operation of M L S to the council and to the local board or advisory committee of each Municipal Authority and to the Minister on or before March 31 in the year following the fiscal year to which the annual report relates.
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OWNERSHIP OF PROPERTY

44. All books, periodicals, library materials and other real and personal property belonging to a local board shall remain the property of that board including:
- (a) real and personal property purchased by local boards to meet their obligations under paragraph 18 (a) and (b) of this Agreement,
 - (b) real and personal property acquired under paragraph 19 (a) and (b) and
 - (c) real and personal property acquired under paragraph 38 (c) of this Agreement.
45. All books, periodicals, library materials and other real and personal property belonging to a local board shall remain the property of that board unless
- (a) it is given to M L B by resolution of a local board or
 - (b) it is sent to M L S with the approval of a local board for withdrawal or permanent re-assignment to another local library of the system.
46. All books, periodicals, library materials and other real and personal property purchased by M L B shall be the property of M L B unless
- (a) it is given to a local board or Party to this Agreement by resolution of M L B or
 - (b) it is disposed of through *division of assets* as set out in Paragraph 48.

AMENDMENT

47. This Agreement shall be amended according to a motion for amendment passed by M L B. Such amendment shall be effective upon receipt by M L B of written notification from
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60% of the Parties to this Agreement that they have so authorized such amendment. The Parties to this Agreement shall conform with such amendment upon notification from M L B that this paragraph has been complied with.

DIVISION OF ASSETS

48. Where a Municipal Authority does not have a local library operating at the termination of this Agreement or any Agreement which succeeds it, it shall not participate in any division of assets.
49. Where a Municipal Authority does have a local library operating at the termination of this Agreement and where it is succeeded by another similar agreement to which it is a party there shall be no division of assets with respect to that Municipal Authority.
50. Where a Municipal Authority does have a local library operating and where it passes a resolution to cease participation in any succeeding agreement in accordance with the Libraries Act, there may be a division of assets with regard to it based on the following procedure:
- (a) division of assets, if any, shall be decided by a committee of three persons, one appointed by M L B, one by the council of the Municipal Authority and one by the Minister, and all to be appointed before January 15, 1984,
 - (b) the committee shall meet before January 31, 1984,
 - (c) the decision of the committee shall be final and a copy of its report shall be presented before March 1, 1984 to M L B, the council of the Municipal Authority and the Minister,
 - (d) until the Committee's report has been presented, no library material, equipment or furniture shall be removed from the library, except by patrons in the normal usage of the library's materials and,
 - (e) in making its decision on the division of assets, if any, the committee shall take into consideration the following:
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- (i) assets of the local library at the time it entered M L S,
- (ii) the length of time the local library has been in existence following the entrance of the Municipal Authority into M L S,
- (iii) the assets of M L B in respect to the population of the Municipal Authority and
- (iv) any other considerations the committee deems appropriate.

EXTENSION

51. The provisions of this Agreement shall be binding upon the Parties to this Agreement and their successors and all municipalities, improvement districts and special areas and the councils thereof which may join in this Agreement with the original Parties set out in Schedule A to this Agreement.
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IN WITNESS THEREOF the undersigned being one of the Parties set out in Schedule A to this Agreement has duly executed this Agreement.

TOWN OF OYEN

Name of the Party to this Agreement



Mayor, Reeve or Minister of Municipal Affairs

Signed, sealed and delivered the 18th day of March, 1981 in the presence of:



Witness



Witness

(Where applicable this Agreement shall also be witnessed by the chairman, president or secretary of the municipal library board.)

Schedule A

Parties which shall be admitted to M L S:

- | | |
|--|-------------------------|
| 1. Council of the Municipal District of | Acadia |
| 2. Council of the Village of | Acme |
| 3. Council of the Town of | Airdrie |
| 4. Council of the Village of | Beiseker |
| 5. Council of the Town of | Black Diamond |
| 6. Council of the Village of | Blackie |
| 7. Council of the Town of | Canmore |
| 8. Council of the Village of | Carbon |
| 9. Council of the Village of | Cayley |
| 10. Council of the Village of | Cereal |
| 11. Council of the Summer Village of | Chestermere Lake |
| 12. Council of the Village of | Cluny |
| 13. Council of the Town of | Cochrane |
| 14. Council of the Village of | Consort |
| 15. Council of the Town of | Crossfield |
| 16. Council of the Village of | Delia |
| 17. Council of the City of | Drumheller |
| 18. Council of the Village of | Empress |
| 19. Council of the Municipal District of | Foothills |
| 20. Council of the Summer Village of | Ghost Lake |
| 21. Council of the Town of | Gleichen |
| 22. Council of the Town of | Hanna |
| 23. Council of the Town of | High River |
| 24. Council of the Village of | Hussar |
| 25. The Minister of the Department of
Municipal Affairs for | Improvement District #7 |
| 26. The Minister of the Department of
Municipal Affairs for | Improvement District #8 |
| 27. The Minister of the Department of
Municipal Affairs for
OR | Improvement District #9 |
| A. Rural School District #102 | Banff |
| B. Rural School District #1063 | Lake Louise |

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Schedule A continued

28.	Council of the Village of	Irricana
29.	Council of the Municipal District of	Kneehill
30.	Council of the Village of	Linden
31.	Council of the Village of	Longview
32.	Council of the Village of	Morrin
33.	Council of the Village of	Munson
34.	Council of the Town of	Okotoks
35.	Council of the Town of	Oyen
36.	Council of the Village of	Rockyford
37.	Council of the Municipal District of	Rocky View
38.	Council of the Village of	Rumsey
39.	The Minister of the Department of Municipal Affairs for	Special Area #2
40.	The Minister of the Department of Municipal Affairs for	Special Area #3
41.	The Minister of the Department of Municipal Affairs for	Special Area #4
42.	Council of the Village of	Standard
43.	Council of the Municipal District of	Starland
44.	Council of the Town of	Strathmore
45.	Council of the Town of	Three Hills
46.	Council of the Village of	Torrington
47.	Council of the Town of	Trochu
48.	Council of the Town of	Turner Valley
49.	Council of the Village of	Veteran
50.	Council of the County of	Wheatland
51.	Council of the Village of	Youngstown

Schedule B

DEFINITIONS

In the Agreement to which this Schedule is attached:

- (a) "accessible" means that library materials shall be available to all residents of the Parties to this Agreement in the same way as to residents served by the local library and if use is restricted in a local library the restriction shall apply to all residents in the system;
 - (b) "community library" means a library formed by an association of persons, whether incorporated or not, and designated by the Minister as a community library pursuant to Part 5 of the Libraries Act of Alberta;
 - (c) "division of assets" means the receipt of a portion of the assets of M L B by any Party when that Party ceases to be a Party to this Agreement in accordance with the Libraries Act or on termination of this Agreement without its replacement by a similar agreement;
 - (d) "improvement district" means any improvement district constituted under the authority of The Improvement Districts Act;
 - (e) "independent public accountant" means a person holding a recognized professional accounting designation such as C.A., R.I.A., C.G.A. or a similarly qualified individual;
 - (f) "library office supplies" means materials commonly used in library office, routine including stationery supplies, membership cards and other items specified by M L B.
 - (g) "local library" means a municipal library or a community library;
 - (h) "local board" means a municipal library board or a community library board;
 - (i) "Minister" means the member of the Executive Council charged by the Lieutenant Governor with the administration of the Libraries Act of Alberta;
 - (j) "Municipal Authority" means any municipality, improvement district or special area which is a Party to this Agreement;
 - (k) "municipal library" means a library established pursuant to Part 3 of The Libraries Act of Alberta;
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Schedule B - continued

- (l) "municipality" means any city, town, village, municipal district or county, or a school district situated within a national park;
 - (m) "non-resident" means all persons not residing in a municipality, improvement district or special area that is a Party to this Agreement;
 - (n) "regional library" means a library established pursuant to Part 4 of The Libraries Act of Alberta;
 - (o) "special area" means any special area constituted under authority of the Special Areas Act.
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Schedule C

1. The contributions to M L S by the municipality, improvement district, or special area of each Party to this Agreement to which this Schedule is attached shall be as follows for the period stated:

(a) for those municipalities without municipal library boards, and Special Areas and Improvement Districts

January 1, 1981 to December 31, 1981	\$1.10 per capita
January 1, 1982 to December 31, 1982	\$4.00 per capita
January 1, 1983 to December 31, 1983	\$4.00 per capita

(b) for those municipalities having municipal library boards

January 1, 1981 to December 31, 1981	\$1.10 per capita
January 1, 1982 to December 31, 1982	\$1.20 per capita
January 1, 1983 to December 31, 1983	\$1.32 per capita

2. The contributions to M L S by the municipal library board of each Party to this Agreement to which this Schedule is attached shall be as follows for the periods stated:

<u>Time period</u>	<u>From grant by Municipal Authority to library board</u>		<u>From other operating grants to library board</u>		<u>Total contribution to M L S by library board</u>
January 1, 1981 to December 31, 1981	\$0.00	+	\$0.00	=	\$0.00
January 1, 1982 to December 31, 1982	\$2.80 per capita	+	\$3.00 per capita	=	\$5.80 per capita
January 1, 1983 to December 31, 1983	\$2.68 per capita	+	\$3.00 per capita	=	\$5.68 per capita
