

RURAL MUNICIPALITY OF PONASS LAKE NO. 367

BYLAW NO. 8, 1997

A Bylaw of the Rural Municipality of Ponass Lake No. 367 to Authorize the Council to Enter Into an Agreement with The Parkland Regional Library.

WHEREAS, The Public Libraries Act, 1996 (the "Act") requires that the council of every municipality within the Parkland Regional Library boundaries shall enter into a regional library agreement with the council of every other municipality within the regional library boundaries, for the purpose of providing regional library services within those boundaries; and

WHEREAS it is deemed advisable to enter into such an agreement with The Parkland Regional Library Board,

NOW THEREFORE, the Council of the Rural Municipality of Ponass Lake No. 367 in the Province of Saskatchewan, enact as follows:

1. The schedule attached hereto and marked Schedule "A" shall take effect in all respects as Schedule "A" to Bylaw No. 8, 1997.
2. The Reeve and the Administrator are hereby authorized, empowered and directed, to execute the agreement incorporated herewith as Schedule "A" to this bylaw and forming part thereof, and to affix the corporate seal of the Rural Municipality of Ponass Lake No. 367 and to do and to cause to be done all acts, matters and things which may be necessary for the due performance and fulfillment of the said agreement.
3. This bylaw repeals Bylaw No. 11, 1973 and the two agreements thereof respectively signed, sealed and dated April 12, 1973 and October 16, 1975.
4. This bylaw shall come into force and take effect on the day of the final passing thereof.

Introduced and read a first time this 14th day of November, 1997.

Read a second time this 14th day of November, 1997.

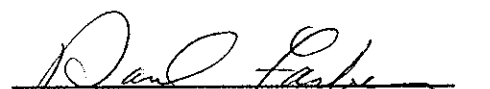
Read a third time and passed this 14th day of November, 1997.


REEVE


(SEAL)


ADMINISTRATOR

Certified a true copy of Bylaw No. 8, 1997 passed by the Council of the R.M. of Ponass Lake No. 367 on the 14th day of November, 1997.


REEVE

(SEAL)


ADMINISTRATOR

**An Agreement By and Between the
Municipalities Comprising the Parkland Regional Library**

Agreement made between the municipalities comprising the Parkland Regional Library.

WHEREAS, *The Public Libraries Act, 1996* (the "Act") requires that the council of every municipality within the Parkland Regional Library boundaries shall enter into a regional library agreement with the council of every other municipality within the regional library boundaries, for the purpose of providing regional library services within those boundaries; and

WHEREAS, the council of the Rural Municipality [City, Town, Village, or Rural Municipality] of Ponass Lake #367 [Name of Municipality] has, in accordance with the Act, passed a bylaw approving the association of the said Parkland Regional Library with every other municipality within the regional library boundaries which executes under seal a like agreement;

NOW THIS AGREEMENT WITNESSETH that the Rural Municipality [City, Town, Village, or Rural Municipality] of Ponass Lake #367 [Name of Municipality] hereby agrees to associate itself with every other municipality within the regional library boundaries in the establishment and operation of a regional library pursuant to the Act, and the regulations thereunder (the "Regulations"), and upon the following covenants, undertakings and conditions:

1. ASSOCIATION:

The municipalities listed in Schedule A, (the "participating municipalities"), hereby agree to associate and participate with each other in the operation of a regional library to be known as The Parkland Regional Library.

2. PURPOSE:

The purpose of the said regional library shall be to provide public library services within its boundaries in accordance with the Act and Regulations and Regional Library Board Bylaws and Policy Statements as amended from time to time.

3. TERM:

- a) This Agreement is a continuing agreement and shall not be terminated unless the regional library board is dissolved in accordance with the Act and Regulations.
- b) The regional library board shall conduct a review of this Agreement at least once every five years and on the request of any party to this Agreement. A request for a review must be in writing to the secretary of the regional library board with a copy to the Provincial Librarian.
- c) The regional library board shall conduct the review within 12 months of receiving the

written request and, if appropriate, shall prepare a revised agreement for the approval of the municipalities.

d) Any changes to the Agreement brought about by a review are subject to the approval of two thirds of the participating municipalities representing two-thirds of the participating population. Changes to the Agreement are effective and binding on all participating municipalities when the changes have been approved in writing and signed by the appropriate signing officers of each of the participating municipalities representing two-thirds of the participating municipalities and representing two-thirds of the participating population.

e) Disputes arising out of the interpretation or performance of this Agreement are to be dealt with by mediation pursuant to section 23 of the Regulations and, where the mediation fails to resolve the dispute or the parties do not agree to mediation, by arbitration in accordance with section 11 of the Regulations, with any necessary changes.

4. REGIONAL LIBRARY BOARD:

a) Name

The general management, control, and operation of a regional library is vested in a regional library board, to be known as "The Parkland Regional Library".

b) Regional Library Board Composition

The regional library board is a corporation, consisting of one member appointed by each municipality that participates in the regional library agreement for each 5,000 of its population, or fraction thereof, appointed from among the electors resident within the municipalities participating in the regional library.

If there is a local library board in a municipality that participates in a regional library agreement, the council shall appoint persons who are members of the local library board as members of the regional library board.

c) Regional Library Board Powers

The regional library board may acquire, rent or lease and maintain any necessary lands and buildings, or erect any necessary buildings; sell, exchange, lease or otherwise dispose of any of its lands or buildings no longer required for public library purposes; borrow on the security of its assets for the purpose of operating the public library or for the purchase of equipment; establish and maintain a capital fund to be used for the acquisition or leasing of buildings and equipment; invest any part of the capital fund or other moneys of the public library board in any security or class of securities authorized for investment of moneys in the general revenue fund pursuant to *The Financial Administration Act, 1993*, and dispose of the investments it considers appropriate;

accept any gift, grant, devise or bequest of any property or moneys made to it; act as a trustee of any moneys or property given in any manner for the support of the library system; enter into any agreements for the purposes of performing the duties imposed and exercising the powers conferred on it by the Act; and do anything that it considers necessary or incidental to carrying out its duties or exercising its functions or that it considers necessary or incidental to carrying out the purposes of the Act.

The regional library board may designate, in co-operation with the council of a participating municipality that has a local library, any number of those local libraries as regional reference centres in order to provide information and reference services for the region.

The regional library board may enter into any agreements or arrangements necessary to facilitate the participation of Aboriginal peoples in the regional library system.

A regional library board may enter into an agreement with any other organization for the purpose of providing public library services pursuant to section 5 of the Act from a single facility.

d) **Regional Library Board Duties**

It is the duty of the regional library board to provide public library services to the residents of Saskatchewan within the area it serves; subject to the approval of the minister, to designate the location of the headquarters of the regional library; to appoint staff; to prepare a policy statement to govern the operations of its libraries; to make bylaws; to administer regulations on the use of libraries and materials; and to keep records and accounts as provided in the Act and Regulations.

The regional library board is not responsible for any disruption of services due to acts of God or other cause for which the regional library board is not responsible.

5. **REGIONAL LIBRARY BOARD MEETINGS/QUORUM:**

a) A regional library board shall hold its annual meeting between January 1 and May 15 in each year in accordance with Section 35 of the Act.

b) The date of the annual meeting may be fixed by the Executive Committee.

c) Except where a regional library board, by bylaw, otherwise provides, a majority of the members of the regional library board or of the executive committee present constitutes a quorum, in accordance with Section 36 of the Act.

6. **EXECUTIVE COMMITTEE:**

a) At its annual meeting, the regional library board shall elect from among its members a

chairperson and an executive committee to carry out the day-to-day business of the regional library board and the operation of the regional library in accordance with the Act.

b) Any other officers as determined by the regional library board shall be elected from and by the regional board members in accordance with the Act and Regional Library Board bylaws.

c) The library director of the regional library is the secretary to the regional library board and to all committees of the regional library board.

d) The executive committee shall serve with the powers and responsibilities as determined in the bylaws passed by the Regional Library Board.

7. LIBRARY FACILITIES:

a) The councils of participating municipalities shall ensure that accommodation for local libraries is provided and shall be in accordance with the standards prescribed for library facilities in accordance with the regulations.

b) The councils of participating municipalities whose residents use a local library shall make decisions regarding the local library facility and its location in consultation with the local library board and the regional library board.

8. FINANCE:

a) The regional library shall be financed by grants from the Provincial Government and by levy payments made by each municipality, in accordance with the Act and Regulations.

b) The regional library board shall determine the amount of the annual levies to be made by each participating municipality.

c) Where a municipality contributes more than 25% of the annual municipal grants made to a regional library board, the regional library board shall not require any increase in the amount of the grant unless the municipality agrees.

d) The regional library board, by bylaw, may set out procedures for the payment of levies, set the date by which levies shall be paid and set out the manner in which interest is to be calculated on amounts not paid when due.

e) Participating municipalities shall make payments of the levies and interest in accordance with the bylaw passed by the regional library board.

f) The councils of participating municipalities shall ensure that accommodation for local libraries is provided in accordance with the Regulations and shall contribute financially in an

amount determined by the council for the provision and maintenance of that accommodation.

9. DISESTABLISHMENT AND DISPOSAL OF ASSETS:

In the event of the discontinuance of the regional library or the dissolution of the regional library board, the affairs and assets of the library will be wound up in accordance with the Act and regulations.

10. SEVERANCE:

Any term or condition of this Agreement that is or is held to be void, prohibited, unenforceable or inconsistent with the provisions of the Act or regulations is severable from the Agreement without in any way invalidating the remaining terms or conditions of the Agreement.

11. APPLICABLE LAW:

This agreement is to be construed in accordance with the laws of Saskatchewan.

12. COUNTERPARTS:

This Agreement may be executed in any number of counterparts and all these counterparts shall for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatory to the same counterpart.

IN WITNESS WHEREOF THE Rural Municipality [City, Town, Village, or Rural Municipality] of Ponass Lake ^{\$367} [Name of Municipality] hereto affixed its corporate seal and duly attests by the hands of its officers authorized in this behalf this 14th [Date] day of November, [Month] 1997 [Year].

Paul Fisher Mayor, Reeve, or Overseer
Adam Dworczynski Clerk or Secretary-Treasurer
(S E A L)

**An Agreement By and Between the Municipalities Comprising the Parkland Regional Library
Schedule A**

City of Melville
City of Yorkton
RM Spy Hill # 152
RM Langenburg # 181
RM Fertile Belt # 183
RM Grayson # 184
RM McLeod # 185
RM Abernethy # 186
RM Churchbridge # 211
RM Saltcoats # 213
RM Cana # 214
RM Stanley # 215
RM Tullymet # 216
RM Lipton # 217
RM Cupar # 218
RM Longlaketon # 219
RM McKillop # 220
RM Calder # 241
RM Wallace # 243
RM Orkney # 244
RM Garry # 245
RM Ituna Bon Accord # 246
RM Kellross # 247
RM Touchwood # 248
RM Last Mtn. Valley # 250
RM Cote # 271
RM Sliding Hills #273
RM Good Lake # 274
RM Insinger # 275
RM Foam Lake # 276
RM Emerald # 277
RM Kutawa # 278
RM Mount Hope # 279
RM St. Phillips # 301
RM Keys # 303
RM Buchanan # 304
RM Invermay # 305
RM Elfros # 307
RM Big Quill # 308
RM Prairie Rose # 309

RM Livingston # 331
RM Clayton # 333
RM Preeceville # 334
RM of Hazel Dell #335
RM Sasman # 336
RM Lakeview # 337
RM Lakeside # 338
RM LeRoy # 339
RM Kelvington # 366
RM Ponass Lake # 367
RM Spalding # 368
RM St. Peter # 369
Town of Bredenbury
Town of Canora
Town of Churchbridge
Town of Esterhazy
Town of Foam Lake
Town of Govan
Town of Ituna
Town of Kamsack
Town of Kelvington
Town of Langenburg
Town of Lemberg
Town of Leroy
Town of Norquay
Town of Preeceville
Town of Raymore
Town of Rose Valley
Town of Saltcoats
Town of Southey
Town of Springside
Town of Strasbourg
Town of Sturgis
Town of Balcarres
Town of Cupar
Town of Wadena
Town of Watson
Town of Wynyard
Village of Abernethy
Village of Annaheim

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Schedule A**

Village of Arran
Village of Atwater
Village of Bangor
Village of Buchanan
Village of Bulyea
Village of Calder
Village of Craven
Village of Dafoe
Village of Dubuc
Village of Duff
Village of Duval
Village of Dysart
Village of Earl Grey
Village of Ebenezer
Village of Elfros
Village of Endeavour
Village of Englefeld
Village of Fenwood
Village of Fosston
Village of Gerald
Village of Goodeve
Village of Grayson
Village of Hubbard
Village of Hymas
Village of Insinger
Village of Invermay
Village of Jansen
Village of Jedburgh
Village of Kelliher
Village of Killaly
Village of Lake Lenore
Village of Leross
Village of Leslie
Village of Lestock
Village of Lintlaw
Village of Lipton
Village of MacNutt
Village of Margo
Village of Markinch

Village of Muenster
Village of Neudorf
Village of Pelly
Village of Punnichy
Village of Quill Lake
Village of Quinton
R. Village of Bird's Point
R. Village of Chorney Beach
R. Village of Glen Harbour
R. Village of Island View
R. Village of Kannata Valley
R. Village of Katepwa Beach
R. Village of Melville Beach
R. Village of Pelican Pointe
R. Village of Sandy Beach
R. Village of Sask. Beach
R. Village of Sunset Cove
R. Village of West End
Village of Rama
Village of Rhein
Village of Semans
Village of Sheho
Village of Sifton
Village of Spalding
Village of Spy Hill
Village of St. Gregor
Village of Stenen
Village of Stockholm
Village of Stornoway
Village of Tantallon
Village of Theodore
Village of Togo
Village of Veregin
Village of Waldron
Village of West Bend
Village of Willowbrook
Village of Wishart
Village of Wroxton
Village of Yarbo