

## **Chapter 12**

### **Libraries**

#### **Part 1**

#### **Northland Public Library**

- §12-101. Execution of Agreement
- §12-102. Board of Directors
- §12-103. Powers and Duties of the Board
- §12-104. Financial Support
- §12-105. Real and/or Personal Property



**Part 1****Northland Public Library****§12-101. Execution of Agreement.**

The President of the Board of Commissioners of the Township of Ross, Allegheny County, Pennsylvania, be and he is hereby authorized, empowered and directed, for and on behalf of the Township of Ross, to enter into, execute and deliver, and the Township Secretary is hereby directed to attest, an agreement with the Boroughs of West View, Franklin Park and Bradford Woods, and the Townships of McCandless, Pine and Marshall, or at least four of them, in substantially the following form:

**AGREEMENT**

NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 1967, the undersigned Boroughs of West View, Franklin Park and Bradford Woods and The Townships of Ross, McCandless, Pine and Marshall, agree to form and operate a local library as defined by the Library Code of Pennsylvania (Act of June 14, 1961, P.L. 324, 24 P.S. 4101 *et seq.*), such library to be known as "The Northland Public Library" and to provide services to the residents of the member municipalities free of charge.

To this end, each municipality will pass, concurrently, an implementing ordinance incorporating the terms of this agreement, which are in more detail in this Part.

(*Ord. 1030, 1/23/1967, §1*)

**§12-102. Board of Directors.**

1. The control of the library shall be vested in a Board of Directors, such Board to consist of such number of directors as there shall be participating municipalities. Each municipality shall appoint one member.

2. In order to provide for continuity in Board membership, the initial appointment of Board members shall be as follows: Franklin Park Borough, 1 year; Bradford Woods Borough, 2 years; Ross Township, 3 years; and McCandless Township, 4 years. Thereafter, all appointments to fill the place of those whose terms expire shall be for a term of 4 years. Vacancies shall be filled for the unexpired term by a new member selected by the municipality which selected the member being replaced. No member of the Board shall receive any salary for his service.

3. In order to compensate for the wide disparity of population and market and assessed valuations in the member municipalities, and in an effort to provide for a more proportionate representation in Board decisions, the Board member from each municipality shall be entitled to cast on any question coming before the Board one vote for each 10,000 of population or any fraction thereof in his municipality. The population of each municipality shall be considered as the population determined by the last regular or special U.S. Census within that municipality. No single Board member of municipality shall at any time be entitled to cast a majority of the total number of votes possessed by the whole Board, regardless of population.

4. A quorum for the transaction of the business of the Board of Directors shall consist of at least three Board members, representing a total of at least two-thirds of

the total votes held by all of the directors.

(*Ord. 1030*, 1/23/1967, §1; as amended by *Ord. 1034*, 4/10/1967, 1; by *Ord. 1092*, 9/29/1969, 1; and by *Ord. 1207*, 9/30/1974, §1)

### **§12-103. Powers and Duties of the Board.**

The Board shall have all the powers and duties, and shall be subject to all the limitations, contained in the Library Code as originally enacted or as subsequently amended. These shall include but shall not be limited to:

#### *A. General Rights and Privileges.*

(1) The election of a President, Secretary and Treasurer from its membership and such other officers and agents as the Board may deem necessary. The Treasurer shall give bond to the municipalities with satisfactory surety and in such amount as the Board may determine.

(2) The right to control and disburse all moneys appropriated for the establishment and/or maintenance of the library and all moneys, if any, received from other sources.

(3) The power to contract with the Board of Directors of another library to establish a cooperative plan for improving library services.

(4) The acceptance of donations and gifts as offered.

#### *B. Specific Duties.*

(1) Provide library service to residents of the member municipalities, following, where possible, the recommendations made by Carnegie Library of Pittsburgh in its report dated October 17, 1963.

(2) Develop and recommend a reasonable budget for creation and operation of the library.

(3) Employ qualified librarians and other competent personnel, within budgetary limitation, and prescribe their duties.

(4) Develop and adopt written rules, regulations and statements of policy.

(5) Schedule regular Board meetings and maintain accurate records of members present and business conducted.

(6) Insure that Board members are conversant with current trends and legislation affecting libraries.

(7) Review operations, rules, regulations and policies periodically to ascertain if the purposes of the library are being achieved.

(8) Prepare an annual report for the proper municipal officers.

(9) Maintain sufficient financial records to permit an audit of the books in accordance with generally accepted accounting principals.

(10) Assume responsibility for an effective public relations program.

(11) Arrange for attendance of members at regional, state and national meetings where practicable and desirable.

#### *C. Limitations and Standards.*

(1) Service will not be denied or abridged because of religious, racial,

social, economic or political status.

(2) The use of the library or its services shall not be limited except when excessive demands of groups or individuals tend to curtail service to the general public.

(3) The use of the library or its services may not be denied except for good cause. Such cause may be failure to return books or to pay penalties, destruction of library property, disturbance of other patrons, or any other objectionable conduct on library premises.

(4) Regulation of hours shall conform to the ability to provide service balanced with the needs and best interests of the community.

(5) Books and materials purchased will represent topics of general interest and will not be selected to promote specific social, political, economic or religious ideas.

(6) No attempt will be made to furnish text materials needed for formal courses of study offered by elementary and secondary schools and institutions of higher learning.

(7) Salaries and personnel policies and classification will be in line with standards prevailing in the area for similar services.

(8) Charges for lost books and fines for overdue books shall be reasonable and shall in no event exceed the value of the book.

(9) Reimbursable expenses of Board members and employees shall be only those which are reasonable and necessary.

(*Ord. 1030, 1/23/1967, §1; as amended by Ord. 1034, 4/10/1967, §1; and by Ord. 1207, 9/30/1974, §2*)

#### **§12-104. Financial Support.**

Funds required for the operation and maintenance of the library shall be furnished annually by the member municipalities in such amounts as shall be agreed upon by all of the governing bodies of the member municipalities.

(*Ord. 1030, 1/23/1967, §1; as amended by Ord. 1034, 4/10/1967, §1; and by Ord. 1207, 9/30/1974, §3*)

#### **§12-105. Real and/or Personal Property.**

1. All property provided for the library will be owned and held jointly by the member municipalities.

2. This Agreement will become effective when accepted by three of the named municipalities and signed by their respective municipal officers. Unless a municipality accepts this agreement prior to December 15, 1967, it may not thereafter become a party hereto except as provided in the following paragraph. This agreement may be altered or terminated by a vote of the municipal officers of all of the member municipalities.

3. In the event that other municipalities desire to participate in the operation of said library, they shall execute this agreement or any superseding agreement upon the approval of the municipal officers of all of the member municipalities.

4. Any member municipality may withdraw as a party to this agreement by giving, prior to the end of any calendar year, 3 full years advance notice in writing to each of the other member municipalities. At the end of the said 3 full years, all liability of such withdrawing municipality under this agreement shall terminate and the withdrawing municipality shall forfeit any interest in the assets or funds of the Library Association.

(*Ord. 1030*, 1/23/1967, §1; as amended by *Ord. 1034*, 4/10/1967, §1)