

# THE TOWN OF PEACE RIVER MUNICIPAL LIBRARY

TITLE	DATE PASSED	DATE REVISED
Town of Peace River Library Board Bylaws	April 8, 2021	April 2021
DATE ACCEPTED - COUNCIL	SECTION	DATE LAST REVIEWED
	Bylaws	April 2021

**Purpose:** The Town of Peace River Library Board enacts the following Bylaws pursuant to the *Province of Alberta Libraries Act*.

## 1.0 Definitions in these Bylaws shall mean:

- 1.1. *Applicant:* a person applying for a library card.
- 1.2. *Basic Information Service:* public access to current and accurate information and assistance, making use of information, communication technology, and library resources.
- 1.3. *Board:* the Town of Peace River Library Board.
- 1.4. *Cardholder:* the registered user of a current library card, or the cardholder's parent/guardian in the case of a child if the context deals with permission to access or cardholder responsibility.
- 1.5. Cardholder Categories are identified in [Schedule A](#).
- 1.6. *Good Standing:* a cardholder with no outstanding charges in excess of the maximum allowed in [Schedule C](#).
- 1.7. *Library Director:* the Library Director and any person who holds the position of Library Director in an acting capacity.
- 1.8. *Library:* the Peace River Municipal Library and Art Gallery or, if the context so requires, any premises used by the Peace River Municipal Library and Art Gallery for library purposes.
- 1.9. *Library Resources:* any material regardless of format, circulating or non-circulating, that is held in the Peace River Municipal Library and Art Gallery's collection, or borrowed by the Peace River Municipal Library and Art Gallery.
- 1.10. *Loan period:* the period of time, as set out in [Schedule B](#), for which a cardholder may borrow library resources and includes any renewal of an original loan period.
- 1.11. *TAL Card:* an Alberta Library card permitting the cardholder to borrow materials from any library participating in the Alberta Library Card Program.
- 1.12. *ME Library:* A provincial program that allows library card holders to borrow materials from any library in Alberta who participates in the Alberta Public Library Network.

## 2.0 Interpreting the Bylaws

- 2.1. The headings used herein are for convenience and do not form part of these Bylaws;
- 2.2. Where a time limit falls on a day when the Library is closed to the public, the time shall be deemed to be extended to the first day thereafter when the Library is open to the public.

## 3.0 Admittance to/Conduct in the Building and on the Grounds

- 3.1. The portion of the building used for public library purposes is open to any member of the public free of charge during the posted hours of opening.

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- 3.2. Charges for the use of library premises not normally used for public library purposes are set out in [Schedule D](#).
- 3.3. No person using the building or grounds shall:
  - 3.3.1. Cause unnecessary disturbance or distress to other library users or staff and/or violate Library Board policy.
  - 3.3.2. Remove any library item from the library unless the item has been properly checked out in accordance with the procedures established for checking out library items.
  - 3.3.3. Enter or remain in the library building except during those periods designated as open for public use, or with prior arrangement for after-hours use according to Board Policy.
  - 3.3.4. Solicit other library users and staff for personal, commercial, religious, or political purposes.
  - 3.3.5. Bring any animal, other than a service animal, into the building.
  - 3.3.6. Bring a wheeled vehicle or conveyance, other than a wheelchair or walker, or baby carriage/stroller, into the building.
- 3.4. Persons who do not conduct themselves in accordance with section 3.3.1 shall be asked to discontinue their actions. If the action continues or the severity of the action warrants it, library staff will direct that the person to leave the building and grounds and/or library staff may seek outside assistance.
- 3.5. All persons using the library shall comply with applicable public health regulations.
- 3.6. No member of the public is to be left in the building for any reason without a staff person or member of the Board present at all times without appropriate insurance liability coverage, as per Board Policy. Town of Peace River staff has access to the building in relation to building concerns. Security persons may have access to the building under special circumstances.

### 4.0 Procedures for Acquiring a Library Card

- 4.1. Any resident or non-resident is eligible to apply for a library card. A library card is issued upon:
  - 4.1.1. Completion of an official Peace River Municipal Library and Art Gallery card application form;
  - 4.1.2. Presentation of one piece of identification bearing the applicant's permanent address.
  - 4.1.3. With presentation of photographic identification, a TAL card holder will be provided a Peace River Municipal Library barcode.
  - 4.1.4. Payment of any applicable fees as outlined in [Schedule A](#).
- 4.2. Applicants will receive a library card which:
  - 4.2.1. is valid from the date of issue to the expiry date, unless revoked by the Library Director under 7.3.
  - 4.2.2. remains the property of the Peace River Municipal Library and Art Gallery.
  - 4.2.3. is not valid unless the card is signed by the cardholder. The card may be signed by the cardholder's parent/guardian in the case of a child or under special circumstances.
- 4.3. The TAL Card is available free to all cardholders in good standing.
- 4.4. The Peace River Municipal Library participates in the ME Libraries program. Cardholders in good standing may apply for a ME Libraries card.

### 5.0 Responsibilities of a Cardholder

- 5.1. The cardholder named and household members listed on a library membership card shall be the only person(s) that may use the card. The master cardholder may designate alternate people to access his/her library records.

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- 5.2. Loss or theft of a current library card must be reported immediately to the Library. Cardholders are responsible for all library resources borrowed and all charges attributable before the loss or theft of the card is reported. Cardholders may be assessed a minimal charge as outlined in [Schedule A](#) for a replacement card.
- 5.3. Cardholders must notify the library of any change of address or telephone number as soon as possible.
- 5.4. Cardholders are responsible for all library items borrowed on their card and shall compensate the Library for all library items damaged or lost while borrowed on their card. In the case of multiple persons using the membership, the master cardholder is responsible for all library items damaged or lost while borrowed on the card by themselves or by the additional listed household members.
- 5.5. A cardholder shall return to the Library or renew any library items on or before the due date indicated in [Schedule B](#).

### 6.0 Loan of Library Resources

- 6.1. There is no charge for using library resources on library premises or borrowing library resources normally lent by the Library, acquiring library resources through interlibrary loan, consultation with members of the library staff or receiving basic information service.
- 6.2. Presentation of photographic identification and their TAL card may be requested in the case of a TAL card borrower.
- 6.3. Loan periods for library resources are set out in [Schedule B](#).
- 6.4. Library resources may be reserved and/or renewed in accordance with procedures established by the Library Director.

### 7.0 Penalty Provisions

- 7.1. The procedures for demanding the return of overdue resources are as set out in [Schedule C](#).
- 7.2. Cardholders are responsible for all charges relating to library resources as outlined in [Schedule C](#).
- 7.3. Borrowing privileges may be limited or suspended to cardholders who demonstrate continued or severe failure to adhere to the bylaws and policies set out by the Peace River Municipal Library.
- 7.4. A library card may be denied or revoked if the cardholder fails to satisfy the conditions prescribed in section 5.0 or has had repeated damage to or loss of library materials, and/or loss or damage assessments.
- 7.5. In cases of serious dereliction, the Board may prosecute an offence under the *Libraries Act, s.41*. Such an offence is punishable under the *Libraries Act, s.41*. The range of penalties applying on conviction for such an offence is set out in [Schedule C](#).

### 8.0 Room Rental and Equipment

- 8.1. Refer to [Schedule D](#) for these fees.

### 9.0 Service

- 9.1. Refer to [Schedule E](#) for these fees.

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Read a first time: March 11<sup>th</sup>, 2021

Read a second time: March 11<sup>th</sup>, 2021

Read a third time and adopted: April 8<sup>th</sup>, 2021

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Chair

Vice-Chair

The Town of Peace River Library Board gratefully acknowledges the Medicine Hat Library Board bylaws, which were used as a basis for these bylaws.

## 1 SCHEDULE A: Fees for the Issuance of Library Cards

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Family *	\$15.00
Single (13+)	\$15.00
Senior (65+)	Free
Institutional Card Vouchers**	15% Discount
Replacement Card Fee	\$6.00

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Card Fees may be waived at the discretion of the Library Director or designate; proof of financial hardship may be required.

All library card fees are subject to review.

\*Family: May include all individuals/family members who reside within a single residence.

\*\*Institutional Membership Vouchers: Vouchers may be purchased by institutions who wish to provide their employees/members with a library membership. Vouchers act like a gift certificate, entitling the holder to a Family or Single Card as determined by their needs. A minimum of 5 vouchers must be purchased to qualify.

## 2 SCHEDULE B: Loan Periods for Library Resources

### B1. Loan periods and renewals

1. Library materials will be subject to the following loan periods:

Type of Material	Loan Period
Movies, Cake Pans	1 week
TV Series	2 weeks
Books, Audiobooks, Magazines, and all other materials	3 weeks

2. Renewal periods: All circulating resources may be renewed a maximum of two (2) times. All renewals are subject to recall or reservations from other cardholders.
3. New arrivals: Upon processing, for a period of one month, new items may be loaned only to patrons of the Peace River Municipal Library. During such period, new items will not be available to satisfy interlibrary loan requests.
4. Extended loan periods: Excluding movies and TV series, items may be loaned for up to six (6) weeks in special circumstances, as deemed appropriate by the Library.
5. Interlibrary loans: Loan periods for interlibrary loan items are determined by the Owning Library. If no such loan period is set, then the interlibrary loan period shall be set for six (6) weeks.
6. Digital loans: Loan periods for materials accessed via e-resources are determine by the Peace Library System.

## 3 SCHEDULE C: Overdue Fines and Procedures for the Return of Overdue Material

### C.1 Overdue Fines

1. Overdue fines will not be charged.
  - a. An exception will be made when fines are required on interlibrary loans by the Owning Library.
2. Overdue fines incurred on interlibrary loans are determined by the Owning Library.

### C.2 Procedures for return of overdue materials

1. An overdue notice is e-mailed, texted, phoned, or mailed to the cardholder seven (7) days after the due date. The notice lists the title of each overdue item.
2. A second overdue notice is e-mailed, texted, phoned, or mailed fourteen (14) days after the due date. The notice will list the title and replacement cost of each overdue item.
3. Items overdue for 35 days will be deemed to have been lost and will be billed to the cardholder.
4. Invoices for lost materials will be mailed to the cardholder.
  - a. Cardholders can request an additional email copy of the invoice.
5. At the discretion of the Library Director, an overdue account may be sent to a collection agency. Any related fees incurred to the library as a result of using a collection agency will be added to the cardholder's account.
6. Cardholders who have reached twenty dollars (\$20.00) in outstanding fines or other fees will not be allowed to borrow resources until their account is paid.
7. Notwithstanding #5, accounts may be paid in installments without loss of borrowing privileges and accounts may be reduced or waived in special circumstances.

### C.3 Penalties for Lost or Damaged items

1. If an item has been deemed lost or has been damaged beyond use:
  - a. The original purchase cost of the item shall be charged.
    - i. If the original purchase cost is not available, then an appropriate replacement cost shall be determined by the library and charged accordingly.
    - ii. This charge may be waived if an exact replacement copy in new or pristine condition is provided by the cardholder.
    - iii. Should the cardholder find a lost item within three (3) months of having paid the lost fee for the item, the cardholder shall be reimbursed for the item or a credit of the same amount will be applied to the cardholder's account.
2. If the item is damaged but is assessed as in fair condition and/or can be easily repaired, a damage fee of two dollars (\$2.00) shall be charged.
3. The library reserves sole discretion to assess the degree of damage and determine the appropriate damage fee.
4. Assessment of interlibrary loan materials, and any associated penalties, are determined by the Owning Library.

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## 4 SCHEDULE D: Meeting Room Fees and Equipment Fees

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The fees set out in this Schedule are the maximum amounts that can be charged to Applicants.

### Non-Profit Group Rentals

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	Large Meeting Room
Per Hour	\$10
Full day rental	\$75

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### For-Profit (Business) Rentals

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	Large Meeting Room
Per Hour	\$20
Full day rental	\$150

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### Additional Charges

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LCD projector rental	\$20/day (in-library use only)
Flip chart, paper, and markers	\$5/day
Whiteboard marker set	\$5/day
Extra cleaning	\$20/hour
Damages to facility	Billed at cost

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## 5 SCHEDULE E: Service Fees

<b>Printing</b>	Per page
Black/white 1-sided	0.25
Black/white 2-sided	0.45
Black/white legal 1-sided	0.35
Black/white legal 2-sided	0.65
Black/white 11x17	.50
Colour 1-sided	1.00
Colour 2-sided	1.95
<b>Photocopying</b>	Per page
Through Quick Feeder	Same as printing fees
On Scanning Glass	Same as printing fees, plus \$0.50 per page
<b>Faxes</b>	Per page
Local	1.00
Additional pages	0.50
Long distance	2.00
Additional pages	1.00
More than 6 pages	.50
Received	0.25
No international faxes	
<b>Scanning</b>	
Through Quick Feeder	1.00 per document
On Scanning Glass	1.00 for first page, 0.50 for each subsequent page