

of Pennsylvania as required by law and to the said Council and to the said Commissioners annually or otherwise as required by them. Disbursements shall include the payments of all gas, water and electricity and other expenses incidental to its occupation of the aforesaid building and premises. The said board shall employ one or more librarians and shall keep the said library open and available to the general public from the hours of 8:00 to 10:00 A. M., 2;30 to 3:30 P.M., and 7:00 to 9:00 P. M. six days per week. The said board shall furnish the facilities of the said Cameron County Library District beyond the geographical limits of the said borough and within the said county of Cameron as required by law and as it in its discretion may deem best. Regulations for the conduct, maintenance and continuance of the said Cameron County Library District shall be prepared by the solicitor of the said Commissioners and the said Council immediately upon the aforesaid affirmative vote of the people. Such regulations may be changed from time to time by the said Library Board with the approval of the said Commissioners and the said Council.

11. All the terms, provisions, conditions and covenants hereof may be changed, altered or modified at any time by agreement by and between the said Council and the said Commissioners.

12. All matters herein contained or hereunder arising requiring the agreement of the said Council or the said Commissioners or the said Library Board each of such bodies shall be entitled to one vote as a body.

13. With any and all disputes arising by or between the said Council, the said Commissioners or the said Library Board shall, in the event of impossibility of agreement by or among them, be determined by the Court of Common Pleas of Cameron County by bill in equity, petition or other appropriate legal remedy and whether the same shall pertain to any interpretation hereof or to the determination of whether or not a breach hereof may have been

vested in the said Council and the said Borough all the rights, powers, privileges and incidents of ownership thereof in fee simple.

4. That the said Council shall pay and be responsible for the maintenance and the repair and management of the said building. The said Council shall have and retain at all times sole and absolute control and discretion over and as to any and all repairs, alterations, additions or improvements in, to, on, over, about and necessary to the said premises and the said building and all matters pertaining to the maintenance and management thereof.

5. That for so long a time as a central heating plant or system shall be used and maintained in and about the said premises whether by the present system or as altered or repaired or by a different system the said Council shall furnish heat to the said County Library District and shall furnish such heat as may be necessary to maintain all of that part of the premises occupied by the said County Library District at a normal and healthful temperature. The said Council shall prepare and maintain and manage the said heating system.

6. The said Council shall lease such part of the aforesaid building and the aforesaid premises to the said Cameron County Library District at such rental and upon such other terms and conditions as shall be agreed upon from time to time by the said Council and the said Commissioners. There shall be included among the terms and provisions of such lease inter alia the following provisions:

(a) That the term of such lease shall be for such period as the aforesaid Cameron County Library District shall continue in existence or until the same shall be terminated by mutual consent or by order of court.

(b) That the rental for the said building shall be sufficient but no greater than sufficient to pay for the maintenance, repair, heating, janitor service, and all other incidental expenses in connection with the maintenance, repair and management of the entire part of the aforesaid building and the aforesaid premises, taking into consideration the rents received by the said Council from all other portions or parts of the said building and premises. It is understood and agreed that the said building and premises shall be operated by the said Council without profit to them. The precise rental sum shall be hereafter agreed upon by and between the said Council as recommended by its Finance Committee and the said Commissioners.

(c) That that portion of the said building and the said premises which shall be rented to the said Cameron County Library District shall be the first floor thereof or so much of the said building as shall be necessary to the said district for the proper execution of its functions and as may be agreed upon by and between the said Council and the said Commissioners.

(d) That all of the terms, provisions, conditions and covenants of the said lease shall be subject to change during the term thereof by agreement by and between the said Commissioners and the said Council.

The form of lease shall be prepared by the Solicitor for the said Commissioners and approved by them and the said Council immediately after the aforesaid vote of the people in the event that the same shall be in the affirmative.

7. The said Council shall procure the installation of separate gas, water and electric meters for all of the separate tenants of the aforesaid premises and building including the said Cameron

committed or the effect thereof or otherwise.

14. This agreement shall be binding on the parties hereto, and their successors in office.

15. The said Council hereby authorizes the execution of this agreement by its president and secretary with the approval by the Burgess.

In witness whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

/s/ E. S. Brundage

/s/ J. A. Haley

/s/ Sam Schwab

Commissioners of Cameron County

Attest:

Borough Council of the Borough
of Emporium

Secretary

By _____
President

Approved:

Burgess