

STATE OF MICHIGAN

IN THE SUPREME COURT

Appeal from the Court of Appeals
Owens, P.J., Fitzgerald and Schuette, JJ

GEORGE H. GOLDSTONE,

Plaintiff-Appellant,

-vs-

BLOOMFIELD TOWNSHIP PUBLIC
LIBRARY,

Defendant-Appellee.

Supreme Court No. 130150

Court of Appeals No. 262831

Oakland County Circuit Court
No. 04-060611-CZ

PLAINTIFF/APPELLANT'S REPLY TO MICHIGAN
LIBRARY'S ASSOCIATION'S, MICHIGAN TOWNSHIP ASSOCIATION'S AND
MICHIGAN MUNICIPAL LEAGUE'S AMICI CURIAE BRIEF

CERTIFICATE OF SERVICE

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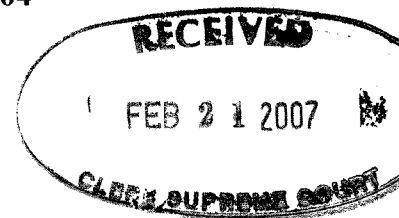


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STATEMENT OF QUESTIONS INVOLVED

- 1. HAS AMICI VIOLATED MCR 7.212(H)(2) BY RAISING AN ISSUE NOT RAISED BY THE PARTIES?**

Plaintiff/Appellant answers “Yes”

Amici answers “No”

[Supreme Court has not addressed this issue]

- II DID THE COURT OF APPEALS CLEARLY ERR IN RULING THAT PLAINTIFF/APPELLANT HAD NO CONSTITUTIONAL RIGHT TO BORROW BOOKS FROM DEFENDANT LIBRARY?**

Plaintiff/Appellant answers “Yes”

Amici answers “No”

Court of Appeals answers “No”

STATEMENT MATERIAL PROCEEDINGS AND FACTS

Plaintiff/Appellant adopts his Statement Material Proceedings and Facts as set forth on pages 1 through 5 of his Brief on Appeal.

This Court has jurisdiction pursuant to its November 1st 2006 Order granting plaintiff/appellant's Application for Leave to Appeal.

ARGUMENT I

AMICI HAVE NOT COMPLIED WITH MCR 7.212 (H)(2)

MCR 7.212 (H) applies to the filing of briefs amicus curiae. Subsection 2 of MCR 7.212 (H) states that an amicus curiae brief “**is limited to the issues raised by the parties**”.

The new issue amici¹ raise is their allegation that if people have a constitutional right to borrow books it will cause severe financial problems for public libraries. Amici allege, on page 3 of their brief, that the constitutional right would “severely undermine” the ability of public libraries to obtain funding, that funding contracts [library service agreements] would be “impossible” to obtain and that libraries would “not be able to continue to obtain funding through local millages”. On page 25 amici claim that what plaintiff essentially proposes would undermine local funding and cause a “**revenue shortfall**” for libraries. [emphasis supplied]

There are no facts in this case that prove any community would refuse to sign a library service agreement if its residents have a constitutional right to borrow books. There are no facts that prove voters would refuse to support a millage if people have a right to borrow books.

Plaintiff believes amici allege financial disaster to persuade this Court it should reach its decision on “remedy-making” not on other rules of constitutional interpretation such as “original intent” or “textualism”². Amici basically argue this Court ought to apply a balancing test,

¹Although these three amici claim they represent 4600 members, they do not say how many knew of this case, the issues, the plan to file briefs amicus curiae or if members were given the opportunity to agree or disagree that people have a constitutional right to borrow books.

²Plaintiff argues in his Brief on Appeal the relevant rules are those followed in *County of Wayne v Hathcock*, 471 Mich 445 (2004), not the “remedy-making” approach urged by amici.

matching their allegations of financial disaster on their side of the scale and the rights of the people on the other. The problem with amici's request for a balancing test is that even if this Court finds financial disaster properly raised, neither amici nor defendant give this Court any financial disaster facts to weight -- the pan on their side of the scale hangs empty.

The history of this case shows why. A Scheduling Order was issued November 3rd 2004 allowing discovery until May 10th 2005.³ Defendant made no effort to amend its Answer and Affirmative Defenses to allege a financial disaster if people have a constitutional right to borrow books. A copy of the Answer and Affirmative Defenses is attached as Exhibit "A".

Defendant made no effort to use discovery rules to depose witnesses or produce documents⁴ to prove "Funding contracts would become impossible" to obtain and "Similarly, libraries would not be able to continue to obtain funding through local millages".⁵

It's almost incredulous that defendant could have overlooked a financial crisis of this magnitude when preparing its responsive pleadings. Financial disaster should have been obvious to defendant and a major part of its response, if true. And neither the Michigan Library Association, The Library Network, the Michigan Municipal League or the Michigan Townships Association, made any effort to provide this Court with facts to support their allegations.⁶

³App., pages 1a-3a.

⁴MCR 2.302, General Rules Governing Discovery, section (B), Scope of Discovery

⁵Amici brief, page 3.

⁶MCR 2.206 (A)(2)(a) allows joinder "if a question of law or fact common to all of the defendants will arise in the action" MCR 2.209 Intervention, section (B)(2) allows intervention where the "applicant's claim or defense and the main action have a question of law or fact in common".

Tellingly, these organizations knew if they became parties, or deponents, their testimony, books and records would be closely examined to see if their allegations of financial disaster were credible. They, and defendant, likely decided it would be better strategy to avoid this scrutiny and allege financial disaster by briefs amicus curiae and affidavits instead.⁷

Defendant used affidavits.⁸ Plaintiff moved to strike them for alleging issues not raised by plaintiff in his Complaint or by defendant in its Answer and Affirmative Defenses.⁹

On May 13th 2005 the trial judge issued a Summary Disposition Opinion and Order¹⁰ denying plaintiff's motion for partial summary disposition. The trial judge closed the case, without ruling on plaintiff's motions, by granting defendant summary disposition *sua sponte* pursuant to MCR 2.116(I)(2). Plaintiff appealed. The Court of Appeals upheld the decision of the trial court.¹¹ Briefs amicus curiae alleging financial disaster were filed with the Court of Appeals but neither that Court, nor the trial court, mentioned financial disaster in their decisions.

The allegations of financial disaster violate the purpose of MCR 7.212(H)(2) which is for amici to provide this Court with facts and argument relevant to issues raised by the parties.

⁷In arguing the significance of amici's failure to produce facts, plaintiff does not concede if those facts had been timely provided they would be relevant under the rules established by Justice Cooley and followed by this Court in *Hathcock*, supra. Plaintiff's argument is that defendant and amici's failure to provide a factual basis for financial disaster raises a serious doubt as to the validity of their untested allegations. Moreover, they unfairly ask this Court to speculate that a financial disaster is certain to happen and this Court must therefore ignore Justice Cooley and *Hathcock*, supra, and issue a "remedy-making" decision.

⁸App., pages 57a-61a.

⁹App., pages 62a-65a.

¹⁰App., pages 67a-72a.

¹¹App., pages 73a-81a.

ARGUMENT II

ARTICLE VIII OF THE CONSTITUTION GIVES THE PEOPLE OF MICHIGAN A CONSTITUTIONAL RIGHT TO BORROW BOOKS SUBJECT TO THE RIGHT OF LIBRARIES TO GUIDE AND MANAGE, BUT NOT PROHIBIT, THE BORROWING

Amici assert the constitutional convention debates “reflect that Const 1963, art 8, section 9 did not provide a constitutional right to borrow books, as Plaintiff proposes,¹² that “Thus, there is no merit in Plaintiff’s assertion of a constitutional right to borrow books”¹³ and “no merit nor relevance in Plaintiff’s attempt to re-write history based on the recent assertions of two delegates regarding what they allegedly recall intending or understanding over 40 years ago”.¹⁴ Amici then cite irrelevant cases that have to do with **statutory** interpretation, not interpretation of constitutional language.

Amici banish Mr. Downs and Mr. Higgs to a footnote and characterize them as two delegates who attempt “to re-write history”. The only attempt to “re-write history” lies in amici’s assertion that constitutional convention debates “reflect that [Article VIII] did not provide a constitutional right to borrow books”. Tellingly, amici fail to admit, even acknowledge, that on February 6th 1962 Mr. Higgs told the delegates at the convention

When you say ‘which shall be available to all residents of the state’ that is pretty clear. I don’t see how we could possibly deny the availability of any books to any resident of the state of Michigan¹⁵

¹²Amici brief, page 7.

¹³Amici brief, pages 10 and 11.

¹⁴Amici brief, page 11, footnote 3.

¹⁵App., page 24a.

In his response to delegate Higgs delegate Bentley spoke about the purpose of regulations.

He made it clear that:

as long as a person from any part of the state can come up to your library and conform with your local regulations and rules, he can have that library and its services and its books made available to him. [emphasis supplied]

Delegate Bentley did not say “and **maybe** its books made available to him.”

Shortly afterwards Delegate Andrus, who chaired the sub-committee charged with the responsibility to make recommendation to the committee of the whole, commented on the proposed amendment giving libraries the right to adopt local regulations and rules.¹⁶ She said:

Our committee doesn't think we need to put in * “under reasonable regulations” but if you want to put it in, if it will make you feel happier, we don't have any objection. It just makes the constitution longer and we are trying to make it as brief as possible.**

Mr. Bentley, who earlier spoke about the purpose of regulations, made this comment about the amendment giving libraries the right to adopt regulations:

I don't think it is necessary. I think the intent is clear – crystal clear beyond any doubt.¹⁷

Andrus and Bentley echoed what Mr. Higgs had just said,¹⁸ i.e., the language that public libraries “shall be available to all residents of the state” makes it “**pretty clear**” we cannot “**deny the availability of any books to any resident of the state of Michigan.**”

¹⁶Amici and defendant rely on this amendment arguing it authorizes public libraries to prohibit people from borrowing books for any reason or no reason, i.e., because we just don't want to.

¹⁷App., page 24a..

¹⁸App., pages 24a, 25a.

Mr. Higgs also said no

public library of the state would have any power whatsoever by regulation and neither would the legislature have any power to pass any statute which would contravene this language which we placing in the constitution

No delegate challenged what delegates Andrus, Bentley and Higgs said. Their statements about a constitutional right to borrow books are part of the official record of the constitutional convention, not merely what delegates “allegedly recall”, as amici disingenuously put it.

Amici go on to argue, on page 17 of its brief, that “Plaintiff’s position boils down to the proposition that all libraries must provide all services that he wants on his terms”¹⁹. This is not accurate . Plaintiff claims he has a constitutional right to borrow books. He agrees the right to borrow can be guided and regulated. And he agrees libraries can charge just and reasonable fees.

Amici also say ²⁰ “Consider, for example, Plaintiff’s claim that the Library’s apparent cost per residential unit is \$280”. Amici then argue if “plaintiff’s claim” of “\$280 were to be charged to non-residents” then “Plainly, however, many non-residents would be unwilling to pay \$280 for a non-resident library card” and “If the focus is expanded beyond the affluent area where Plaintiff lives, then plainly many Michigan citizens would also be unable to pay to support library services.”²¹

Amici’s analysis of the harm to people caused by overcharging for nonresident library cards is accurate. Plaintiff agrees. It is exactly what plaintiff argues in this case.

¹⁹Amici’s brief, page 15.

²⁰Amici’s brief, pages 17 and 18.

²¹Amici’s brief, pages 17 and 18.

But amici make a serious mistake. The claim for \$280 for a nonresident library card was made by **defendant**,²² not by plaintiff, as amici wrongfully impute. On November 10th 2003 defendant released a public statement regarding termination of library services²³ stating

When township residents pay an average of \$280 per housing unit for library services, it is not acceptable for City residents to continue to pay an average per housing unit of \$142 – nearly half

That \$280 sought by defendant from city residents is based on *ad valorem* taxes paid by township residents. Defendant claims city residents ought to match the \$280, a clear admission that defendant is after revenue, deliberately ignoring state law that gives defendant an absolute right to recover all of its actual borrowing costs.

The city refused defendant's demand. Defendant revoked all library cards it had given city residents who, as a result, could not borrow books from 90 libraries, as found by the Court of Appeals, all 90 libraries acting in concert to prohibit borrowing. These facts starkly confirm amici's argument that if state residents are overcharged for library cards, library services will be less available to all people, rich, poor and in between. Each library will be a financial fiefdom – pay what we demand for an individual card or for a library service agreement, or you'll have no card to borrow books from us, or from other libraries who agree with us to do it to you too.

Article VIII of our constitution was written to establish schools and libraries as public facilities available to people to use as a "means of education". Amici argue defendant does not

²²Defendant used the \$280 per housing unit formula to demand plaintiff's city pay \$1,400,000 for a three year library service agreement. [Plaintiff's brief on appeal, page 4] Under its agreement with the Troy Public Library, however, the city spent only \$61,000, **based on actual usage** by city residents, over that same three year period. [Plaintiff's brief on appeal, page 21]

²³App., page 42a.

violate Article VIII by prohibiting plaintiff from borrowing its books since other public libraries make books available for plaintiff to borrow naming the Pontiac Public Library, the Oakland County Library and the Troy Library. Amici say people who want to become better educated by borrowing books are not harmed if required to borrow books from another separate but equal public library. This argument does not square with the principle that separate educational facilities are inherently unequal, *Brown v Topeka Board of Education*, 347 U.S. 483 (1954).

Public libraries should not require people who want to be better educated to find another separate library if they want to borrow books. Public libraries should not be able to say to people we just don't want you to borrow our books, especially when libraries know by state law they can recover all their actual borrowing costs if they do.

CONCLUSION

Amici produce no facts to prove voters would refuse to approve a millage request if this Court rules people have a constitutional right to borrow books.²⁴

Amici produce no facts to prove any community would refuse to sign a library service agreement if this Court rules people have a constitutional right to borrow books.

Amici produce no facts to prove the existing, long-standing practice of public libraries loaning their books to nonresidents has adversely affected any millage campaign or library service agreement, new or renewed.

²⁴Even in these troubled economic times the Library of Michigan reports that 19 of 29 library millage proposals passed in the August 2006 primary election. Exhibit "B". If this Court rules in plaintiff's favor but delays the effective date of its decision for a time sufficient to give libraries an opportunity to timely seek millage approval, there is no reason to believe voters would absolutely reject millage, as amici claim, if voters are fully informed why it is needed.

Amici produce no facts to prove the state sponsored MichiCard program that promotes use of a state-wide library card, supported by over 250 public libraries that charge **no** nonresident book borrowing fee, has adversely affected any millage campaign or library service agreement, new or renewed.

Mr. Downs and Mr. Higgs were delegates to the 1961-62 constitutional convention. They participated in the discussions and debates. They helped write the constitution. They come to this Court as amici, not motivated by money, to describe the circumstances surrounding the adoption of their words. They say it was their intent and their belief that all 144 delegates intended to give people a constitutional right to borrow books. Amici produce no facts to contradict what Mr. Downs and Mr. Higgs say to this Court. Their statements are relevant under the rules used to interpret constitutional provisions that allow this Court to consider the circumstances surrounding adoption of the words by their writers. *Hathcock*, supra.

What Mr. Downs, Mr. Higgs and other delegates wrote and approved in 1962 was intended to benefit all people living in Michigan then, the 10,000,000 who live here now, and all who will follow.

RELIEF REQUESTED

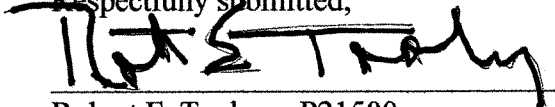
Plaintiff requests this Court to rule:

- a. that under MCR 7.212(H)(2) amici have no standing to argue that if people have a constitutional right to borrow books “funding contracts [library service agreements] would become impossible” and libraries “would not be able to continue to obtain funding through local millages”, an alleged financial disaster

for public libraries that would make library services “less available”;²⁵

- b. that the people have a constitutional right to borrow books under Article VIII of the state constitution, under equal protection provisions of the state and federal constitutions and under the 1st Amendment to the federal constitution, subject to the right of public libraries to guide and manage, but not prohibit, the borrowing, including the right to charge a reasonable and just borrowing fee; and
- c. that this Court give such further and different relief as it may deem necessary or desirable.

Respectfully submitted,

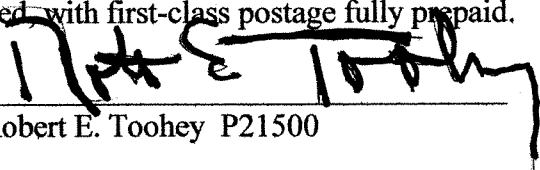


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248 540 3330

Dated: February 20th 2007

CERTIFICATE OF SERVICE

Robert E. Toohey, attorney for plaintiff/appellant, certifies that on this 20th day of February 2007 he served two copies of this Reply to Michigan Library Association’s, Michigan Townships Association’s and Michigan Municipal League’s Amici Curiae Brief on all counsel of record at counsel’s address of record, as more fully appears from the attached cover sheet, by placing the documents in the United States mail, properly addressed, with first-class postage fully prepaid.



Robert E. Toohey P21500

²⁵Amici brief, page3.

STATE OF MICHIGAN
RECEIVED FOR FILING
OAKLAND COUNTY CLERK
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

2004 SEP 27 P 3:02

GEORGE H. GOLDSTONE,

Plaintiff,

-vs-

Case No. 04-060611-CZ
Hon. Denise Langford-Morris

DEPUTY COUNTY CLERK

THE BLOOMFIELD TOWNSHIP
PUBLIC LIBRARY, by and through
Its Board of Trustees,

Defendant.

04-060611-CZ



OAKLAND COUNTY JUDGE D. LANGFORD MORRIS
GOLDSTONE, GEO V BLOOMFIELD

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ANSWER TO COMPLAINT AND AFFIRMATIVE DEFENSES

NOW COMES Defendant The Bloomfield Township Public Library, by and through its attorneys, Seyburn, Kahn, Ginn, Bess & Serlin, P.C. and Condit, McGarry and Schloff, and in answer to Plaintiff's Verified Complaint for Declaratory Judgment and Other Relief states as follows:

1. In answer to Paragraph 1, Defendant neither admits nor denies the allegations contained therein for the reason it is without sufficient information to have knowledge or form a belief.

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2. In answer to Paragraph 2, Defendant admits that it is a free public library established under the authority of Public Act 1877, No. 164, §10, but denies that the foregoing statute provides that the entire interests of the library belong to the general public. Defendant admits the remaining allegations contained therein.

3. In answer to Paragraph 3, Defendant admits that there is no present contract between Defendant and the City of Bloomfield Hills ("the City") to provide City residents with the full use of Defendant library. In further answer, Defendant states that for nearly 40 years, it did have a contract with the City for the use of Defendant's library services, which contract expired on November 12, 2003. Defendant remains willing and able to enter into a new contract with the City for library services for Plaintiff and the City's residents.

4. In answer to Paragraph 4, said paragraph and its subparts does not contain a statement of facts to which Defendant can respond. In further answer, Defendant denies that Plaintiff is entitled to the declaratory relief sought therein for the reason that neither the federal nor state constitutions nor the statutes of this state require Defendant to provide Plaintiff with access to Defendant's library on the same terms and conditions as access is provided to the residents of Bloomfield Township.

5. In answer to Paragraph 5, Defendant states that the State of Michigan Constitution speaks for itself.

6. In answer to Paragraph 6, Defendant admits that public libraries are the subject matter of two Attorney General opinions, which speak for themselves, but are not precedentially binding on this Court.

7. In answer to Paragraph 7, Defendant states that Attorney General Opinion No. 5739 speaks for itself, but is not precedentially binding on this Court.

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8. In answer to Paragraph 8, Defendant states that Attorney General Opinion No. 6188 speaks for itself, but is not precedentially binding on this Court.

9. In answer to Paragraph 9, Defendant states that Attorney General Opinion No. 6188 speaks for itself, but is not precedentially binding on this Court.

10. In answer to Paragraph 10, Defendant admits that the state legislature adopted MCLA 397.561a subsequent to the issuance of the aforementioned opinions of the Attorney General, which statute speaks for itself.

11. In answer to Paragraph 11, Defendant states that MCLA 397.561a speaks for itself.

12. In answer to Paragraph 12, Defendant admits the allegations contained therein, but states that the document dated November 10, 2003 is attached to the Complaint as part of Exhibit G.

13. In answer to Paragraph 13, Defendant admits the allegations contained therein.

14. In answer to Paragraph 14, Defendant denies that Plaintiff and other nonresidents are denied full access to Defendant's internet databases when accessed from Defendant's library or that they cannot participate in various other library programs, services and activities. Defendant further denies that Plaintiff and other nonresidents have been stripped of their borrowing privileges at all of the public libraries in the cooperative to which Defendant belongs, since several of the libraries in the cooperative offer nonresident borrowing privileges. Defendant admits the remaining allegations.

15. In answer to Paragraph 15, Defendant states that Plaintiff has failed to set forth a statement of facts to which Defendant can respond. Plaintiff's legal argument and conclusion requires no answer.

16. In answer to Paragraph 16, Defendant admits that it entered into a reciprocal agreement with the Cranbrook Educational Community to provide residents of that community

access to Defendant's library. Defendant further admits that all other residents of the City have not been permitted to borrow materials from Defendant library since the expiration of the contract between the City and Defendant in November, 2003. Defendant denies the remaining allegations as untrue and inaccurate.

17. In answer to Paragraph 17, Defendant admits that Plaintiff asked Defendant for a nonresident library card on May 27, 2004. Defendant denies the remaining allegations in the form and manner stated, other than to admit that Defendant did not issue a nonresident library card to Plaintiff because Defendant does not issue library cards to nonresidents, except pursuant to a contract with the municipality of the nonresident, or pursuant to a reciprocity agreement.

18. In answer to Paragraph 18, Defendant admits that it received a letter from Robert Toohey dated May 27, 2004, addressing Plaintiff's attempt to obtain a library card from Defendant, which letter speaks for itself.

19. In answer to Paragraph 19, Defendant admits that it wrote a letter to Mr. Toohey on April 12, 2004, which letter speaks for itself.

20. In answer to Paragraph 20, Defendant neither admits nor denies the allegations contained therein for the reason it is without sufficient information to have knowledge or form a belief. In further answer, Defendant states that the Library Law Specialist who authored the email was not the Library Law Specialist who communicated years earlier with Defendant's legal counsel, but a successor in that position.

21. In answer to Paragraph 21, Defendant admits that Robert E. Toohey mailed to Defendant a "Freedom of Information Request" dated July 16, 2004, which document speaks for itself. Defendant admits that it responded to the request in writing on July 29, 2004, which response speaks for itself.

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22. In answer to Paragraph 22, Defendant admits that it does not presently issue library cards to nonresidents of Bloomfield Township unless there is a contract to do so with the municipality of the nonresident or pursuant to a reciprocity agreement. Plaintiff's remaining allegations do not require an answer.

23. In answer to Paragraph 23, Defendant admits that an actual controversy exists between Plaintiff and Defendant as to whether Defendant is required by law to issue library cards to nonresidents of Bloomfield Township. Defendant denies the remaining allegations contained therein to the extent that they do not accurately describe the actual controversy between Plaintiff and Defendant.

WHEREFORE, Defendant The Bloomfield Township Public Library prays that this Honorable Court dismiss Plaintiff's Complaint and award Defendant its costs and attorney fees.

Respectfully submitted,

**SEYBURN, KAHN, GINN,
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Dated: September 27, 2004

AFFIRMATIVE DEFENSES

NOW COMES Defendant The Bloomfield Township Public Library, by and through its attorneys, Seyburn, Kahn, Ginn, Bess & Serlin, P.C., and Condit, McGarry and Schloff, and for its affirmative defenses to Plaintiff's Complaint states as follows:

1. Plaintiff's Complaint fails to state a claim upon which relief can be granted.
2. Neither the Michigan Constitution nor the laws of the State of Michigan require Defendant to extend its full library borrowing and other privileges to nonresidents to the same extent as residents.
3. Determination of the constitutional issue is unnecessary, since this case can be decided on nonconstitutional, statutory grounds.
4. Plaintiff's exclusive remedy for an alleged refusal of service is an appeal to the Legislative Council.

WHEREFORE, Defendant The Bloomfield Township Public Library prays that this Honorable Court dismiss Plaintiff's Complaint and award Defendant its costs and attorney fees.

Respectfully submitted,

**SEYBURN, KAHN, GINN,
BESS AND SERLIN, P.C.**

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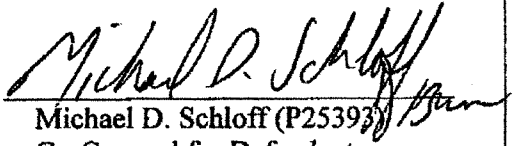
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Dated: September 27, 2004

Library Millages Primary Election 8/1/2006						
Library Name	Passed	Failed	Amount	Term		
Almont District Library		X				
Bay County Library System		X	1.2000	4 yrs		
Benzie Shores District Library - Crystal Lake	X		Crystal Lake joined Benzie Shores District Library			
Bridgeport Public Library	X		1.5000			
Capital Area District Library	X		1.5600	4 yrs		
Charlotte District Library	X		0.9000	10 yrs		
Crockery Township Library		X	0.3300			
Delta Township District Library	X		1.0000	perp		
Dryden Township Library		X				
Gladwin County District Library	X		0.5000	10 yrs		
Harbor Beach Area District Library		X				
Hesperia Community	X		0.7500			
Holly Township Library	X					
Independence Township	X					
Lapeer District Library		X				
Lyon Township Public Library		X	0.5300	6 yrs		
Monroe County / Petersburg - Summerfield Branch Library		X				
North Branch Township Library		X				
Oakland Township	X		0.1241	20 yrs		
Peter White Public Library	X		1.0000			
Rawson Memorial Library	X		0.3500	4 yrs		
Ruth Hughes Memorial District Library		X				
Saint Clair County Library	X		0.7000	4 yrs		
Saline District Library	X		0.5500	20 yrs		
Springfield Township	X		0.5000			
Sturgis	X		1.1000	10 yrs		
Superior Township joined the Ypsilanti District Library	X		1.6000	perp		
White Lake Township Library	X		0.4582	8 yrs		
Ypsilanti District Library	X		1.6000	perp		

B.