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| Associated Documents: | Corporations Act, RSO Public Libraries Act, RSO 1990, c. P44. |
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Legal Framework

The BMPL is an Ontario registered non-profit organization (NPO). Subject to the Memorandum of Understanding with TBM, BMPL may request the Town to provide an official tax receipt to donors.

SYS 2018.52.1 General

1. As a municipal service, BMPL is funded by the Town of the Blue Mountains. BMPL may also choose to augment funding for special projects through various fundraising activities directed at individuals, businesses, organizations, and governments. As such the CEO shall be responsible for:
 - 1.1. Identifying grant opportunities and applying on behalf of the BMPL;
 - 1.2. Accepting monetary and in-kind donations as well as donations of materials;
 - 1.3. Accepting and assisting community members in Planned Giving and Bequests;
 - 1.4. Working with interested partners and sponsors to support the initiatives of the BMPL.
2. In accepting a donation, bequest or gift, the BMPL shall abide by any stipulated conditions, or limitations associated with the gift. Conditions must be reasonable and meet the Board's mission and goals in order to be accepted. In these cases, a Conditional Donation form (see Appendix) shall be completed by the donor and CEO. Larger donations may include an MOU between the Board and donor.
3. The BMPL, in partnership with the Town, shall offer an Official Tax Receipt for any donation that qualifies as a charitable gift under the Charities Act, Income Tax Act and Canada Revenue Agency's Charitable Registries Directorate procedures.
4. The BMPL does not accept any donations, partners, or sponsorships as trade for any promises of ownership, control, or collections management.
5. The Board, by way of the CEO, shall only enter into agreements and accept donations which are legal and meet all auditing standards.
6. The CEO may reject donations, or requests for partnerships or sponsorships.
7. The BMPL shall not exchange, rent or sell its donor list.
8. Donations shall be transferred to a reserve fund or to operational accounts, based on the intended use of the gift.

SYS 2018.52.2 Acknowledgement of Donations

1. Individuals, businesses, and organizations may make donations publicly or anonymously. Acknowledgement of donations will respect the donor's wishes.
 - 1.1. Public donations shall be recognized. This may include a letter, certificate, plaque, permanent display, or listing in public documents such as the webpage or newsletters.
 - 1.2. Anonymous donations are recorded for auditing purpose but shall not receive a public thank you.
2. Donors can expect to:

- 2.1. Receive prompt acknowledgement of the gifts they make, either in person or by written acknowledgement;
- 2.2. Have monetary donations used in the manner they request; or if no request has been made, according to the best needs of BMPL and its patrons;
- 2.3. In the case of large or ongoing donations, receive meaningful information on the use of their gifts and the impact within the BMPL and community.

SYS 2018.52.3 Donations

1. The Circulation Desk may accept cash donations up to \$500.
 - 1.1. Any cash donations at the desk in excess of \$25 must be accompanied by the donor's name and contact information.
 - 1.2. The Circulation Desks may provide a cash receipt for any donation on request.
 - 1.3. An official tax receipt for donations of \$25 and above shall be provided by the Town on behalf of the Board. Donors may also request official tax receipts for donations under \$25.
2. The CEO may accept cash donations under \$10,000.
 - 2.1. Donations shall be accompanied by name and contact information for the individual, group, or business donor.
 - 2.2. A cash receipt shall be given at the time of the donation.
 - 2.3. A request for official tax receipt shall be made by the CEO to the Town.
3. Incidental cash received (e.g. change from an eighty-five cent print job rounded to \$1.00) shall be recorded as a donation.

SYS 2018.52.4 Contributed Materials & In-Kind Services

1. Donations of materials or in-kind services will be tracked at a reasonably determined fair market value to determine accurate operational costs when they are used in the normal course of operations and would otherwise have been purchased.
2. The CEO may list the fair market rate different than the insured or replacement rate when an item is not easily replaceable.
3. Donations of works of art are subject to donation policies. The CEO and Board seek the recommendation of the Arts Advisory Council (AAC) for donations as set out in AAC Terms of Reference. Such recommendations are communicated to the CEO.
4. Donations of artefacts for inclusion in the Museum are subject to donation policies. The CEO will work with the Curator and Museum Advisory Council (MAC) to identify potential acquisitions.

SYS 2018.52.5 Donation of Legacy Gifts

The Board has established a Reserve Fund for specified and unspecified legacy donations. Expenditure of such funds requires the approval of the Board. Expenditure of specified bequests and donations must comply with the restrictions agreed to by the Board and the donor at the time the donation is made.

SYS 2018.52.6 Planned Giving

1. Planned Giving is a philanthropic act by which a donor may arrange a gift to the BMPL. This may be in a one-time bequest or made on an ongoing and regular basis.
 - 1.1. Planned giving, such as monthly, quarterly or annual gifts, are important as they are used in planning programs, collection development, artefact acquisition, and service provision.
 - 1.2. Unrealized Bequeaths, are also key to long-range goals.

2. The CEO is authorized to negotiate planned gift arrangements with prospective donors in accordance with this policy.

SYS 2018.52.7 Sponsorship

1. A sponsor is an individual or organization who gives a cash or in-kind donation in exchange for public promotion beyond the standard level of thanks offered to any individual or business by the BMPL.
2. The BMPL may solicit and encourage the business community, service, and other organizations to become sponsors providing:
 - 2.1. The sponsor's product or service does not present an obvious conflict of interest with the mandate and/or operation of the BMPL;
 - 2.2. The product and/or service of the sponsor is not deemed hazardous to the health of the community (e.g. tobacco sponsorship is not accepted);
 - 2.3. The sponsor has no expectation of influencing Collection Development, operations, or any other policies or procedures of the BMPL.
3. Sponsorships must be approved by the Board and be accompanied by an MOU.

SYS 2018.52.8 Naming Rights & Recognition

1. From time to time the Board may offer naming rights of collections, spaces, or equipment.
2. All Naming Rights shall be approved by the Board by resolution and state:
 - 2.1. The duration of the Name;
 - 2.2. The collection, space, or equipment which is being named; and
3. The manner in which the Name is to be used and displayed (e.g. plaque, official name of space). The CEO shall regularly review donor levels and recognition policies to ensure:
 - 3.1. An individualized recognition program is consistent;
 - 3.2. The type and amount of recognition is commensurate with the level of gift; and
 - 3.3. That the policy and opportunities are accessible to the community and general public.

SYS 2018.52.9 Termination of Sponsorships, Recognition, or Naming Rights

1. The Board reserves the right to terminate an existing arrangement should any condition arise during the life of the sponsorship, partnership, Naming Rights contract, or other agreed upon recognition that is, or could be perceived to be, in conflict with the best interests of the BMPL.
2. The Board's decision to terminate any agreement is final and shall not be subject to reimbursement of any funds.
3. A Good Faith Statement explaining this clause shall be listed within the contract which states that the name associated with the Sponsorship, Partnership, and/or Naming Rights must remain in good standing during the contracted period of time, and that any negative connotations associated with the Naming shall be grounds for termination of the contract without reimbursement of funds. These include, but are not limited to illegal activity, charges laid, or defamation of character.
4. Should any collection, space, or equipment cease to exist due to renovation, relocation or damage/loss, the contract for naming rights is automatically terminated.