The Corporation of the Town of South Bruce Peninsula

By-Law Number 65-2013

Being a By-Law to Amend By-Law Number 44-2009
Being a By-Law to Adopt the Manual Governing the Policies and Procedures for the Corporation of the Town of South Bruce Peninsula (Collections Management and Exhibition Policy)

Whereas Section 8 of the Municipal Act, 2001, c.25, as amended, provides that the powers of a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas Section 11 of the Municipal Act, 2001, c.25, as amended authorizes municipalities to pass by-laws regarding the accountability and transparency of the municipality and its operations;

And whereas Section 270 (1) 5 of the Municipal Act, 2001, c.25, as amended authorizes the municipality to adopt and maintain policies with respect to the manner in which the municipality will try to ensure that it is accountable to the public for its actions, and the manner in which the municipality will try to ensure that its actions are transparent to the public;

And whereas the Council of the Corporation of the Town of South Bruce Peninsula adopted a Municipal Policy Manual and desires to amend said by-law by adding a policy regarding collections management and exhibition.

Now therefore the Council of the Corporation of the Town of South Bruce Peninsula enact as follows:


2) That all by-laws and policies inconsistent with this by-law are hereby repealed and replaced with this by-law.

3) That this by-law shall come into full force and effect upon the final passing thereof.

Read a first and second time this 2nd day of July, 2013.

[Signatures]
Mayor

Clerk
Read a third time and finally passed this 2nd day of July, 2013.

Mayor

Clerk
Collections Management and Exhibition Policy

Purpose:

To establish a process whereby records and objects of historic or heritage value will be collected and managed.

To establish guidelines for exhibition of records and objects of historic or heritage value.

Policy:

Collections Management

1.1 Staff will consider several issues in the decision to accept an object or document. The issues are outlined below.

1.2 The object must be relevant to the Town's needs

1.3 The object must not be encumbered by any legal obligations or constraints

1.4 The object must not pose any threats or dangers to other objects or staff

1.5 The Town must have the resources to properly care for the object (ie. appropriate storage space, adequate climate control)

1.6 The owner of an object must have legal title to the object and therefore the right to transfer it

1.7 There must not be other parties with legal interest in the object (ie. heirs of donors, descendant groups for cultural objects)

1.8 If the object is a duplicate to something already in the possession of the Town, the object may not be accepted

1.9 Depending on the restrictions imposed, objects encumbered by donor restrictions may not be accepted
2. Items are to be in reasonable condition. The Town will not be responsible for conservation work which may be required to any item. Items requiring conservation work or which are generally in poor condition will not be accepted unless in the opinion of the Town they are rare or unique.

3.1 Items will be considered as either donations or loans, at the discretion of the person with the item and the Town.

4. When the Town receives an item, the appropriate paperwork will be completed including forms in conjunction with Policy TR.10.2 and any relevant forms as attached to this policy. Staff will photograph the item and attach the photograph to the completed forms. The Town insurer will be notified of items in the possession of the Town.

5. Completion of the forms should include but not be limited to: circumstances surrounding the item’s discovery and acquisition, the owner and/or manufacturer, the item’s original use and a chronological history of the item.

6.1 Where the item is a donation to the Town, it will be understood that the item will belong to the Town without restrictions and the item will become the absolute and exclusive property of the Town.

6.2 Should the occasion arise that the Town can no longer store or display the item, the Town may dispose of the item as outlined herein.

7.1 Where the item is a loan to the Town, the restrictions and any loan terms will be explicitly documented.

7.2 Where an item is on loan with the Town, the Town will not otherwise loan the item to any other organization or institution.

8.1 The Town will not be responsible for any transportation of items prior to the items being accepted by the Town.

8.2 Where items are loaned to the Town, the date of retrieval by the owner will be noted on the forms. The Town will expect the owner of the loaned item to retrieve the items on the date indicated. Should the item remain uncollected by the owner 30 days from the documented retrieval date, the Town may dispose of the item as is deemed suitable by the Town.
9.1 The Town reserves the right to dispose, sell or trade objects which were donated to the Town. This may be deemed appropriate for reasons set forth below:

9.2 Items have no heritage or historic value.

9.3 Items are considered redundant.

9.4 The items have lost their originality.

9.5 The items can no longer be displayed or cared for in an appropriate way.

9.6 The items are hazardous to the public and staff.

10.1 The steps in disposal may include contact with the donor, if their whereabouts are known, to inquire whether the donor would like to take ownership of the items. Where a tax receipt was issued, the fair market value as issued on the receipt will be paid by the donor to the Town prior to the items being released to the donor.

10.2 The Town may inquire with other institutions or levels of government, if deemed appropriate, to ascertain if the items would be useful to those institutions or levels of government.

10.3 The Town may offer the items for sale to the general public, if deemed appropriate. An RFP or tendering process will be followed in keeping with Town practices.

10.4 The Town may otherwise dispose of items as deemed appropriate.

11.1 The discard and disposal of items will only take place after the appropriate forms, as attached to this policy, are completed. Notification will be given to the Town insurer of the disposal of the items.

11.2 Information to be included on the disposal forms should include but not be limited to: documentation of any contact or attempted contact with the original donor, the reason for disposal of the item, and the method of disposal.

12.1 Should the Town wish to loan any items expressly owned by the Town to any individual or institution, such loan will be documented using the appropriate forms as included with this policy.
12.2 The borrowing individual or institution will be responsible for any damages, costs incurred for conservation treatment, security or other conditions required to ensure the proper care for the item while it is on loan. At the discretion of the Town, a deposit may be required to ensure proper care and maintenance of the item.

12.3 The borrowing individual or institution will provide the Town with an insurance certificate naming the Town as an additional insured with respect to the borrowed item.

12.4 A photo of the item will be taken by the Town prior to the item leaving the possession of the Town.

12.5 The forms and photo will be forwarded to the Town insurer.

Exhibition

13.1 The Town will stage items or exhibits at the Wiarton Train Station or other Town owned locations as space permits.

13.2 It shall be understood that not all Town owned locations will be optimal for display of items for reasons including but not being limited to climate, public access and health and safety. The Town reserves the right to choose the location for exhibits or display of items at its sole discretion.

14.1 Wherever possible, the Town will include interpretive information with the item to ensure that the viewing public is aware of the significance of the item.

14.2 The donor/lender name will be identified whenever possible.

14.3 All interpretative material will be so displayed so as not to obscure the view of the item or exhibit.

15. Display items and exhibits will meet municipal, provincial and federal legislative requirements that have impact on presentation such as safety codes, fire safety regulations and copyright and accessibility legislation.

16.1 If in the opinion of the Town, an item or exhibit is deemed to be offensive or defamatory, the item or exhibit will be removed and will not again be displayed.
16.2 No item will be displayed until it is properly loaned or donated to the Town in keeping with this policy.

17. As the Town does not have a climate controlled atmosphere suitable to the display and storage of artifacts, the length of display of any item will be subject to conditions as determined by the Town.
Town of South Bruce Peninsula

Donor Agreement

Name of Donor: ____________________________________________

Address: __________________________________________________

____________________________________________________________________

Telephone: ___________________  Email: ________________________

I am authorized to dispose of the personal property described below and desire to give said personal property to the Town of South Bruce Peninsula. I do hereby irrevocably and unconditionally give and transfer to the Town of South Bruce Peninsula all rights, titles, and interests, including all copyright, trademark, and related interests, in and to the following described property. I absolve the Town of South Bruce Peninsula from all liabilities resulting from any discrepancies with the title. The materials will be administered in accordance with the Town of South Bruce Peninsula established archival policies. I grant the Town of South Bruce Peninsula the right to archive, display, lend and provide access to these materials in whole or in part and in all forms of media subject only to the following restrictions:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

I agree that any donated material that will not be retained by the Town of South Bruce Peninsula will be disposed of in accordance with Town policies. Reasonable, but not exhaustive, efforts will be made to contact the donor if materials are to be returned. If no contact can be made, the materials will be disposed of by the Town of South Bruce Peninsula.

Date of transfer of the materials to the Town: __________________________

Description of the donated materials: __________________________________

____________________________________________________________________

____________________________________________________________________
Custodial history of the donated materials:

Condition of the donated materials:

Photo attached and dated:

Is a tax receipt requested?  Yes  No

Donor’s Signature: ___________________________ Date: __________________

Accepted by: ___________________________ Date: __________________

Town of South Bruce Peninsula

Disposition of Item

Method of Disposition: ________________________________________________

Contact with Original Donor: __________________________________________

Disposition Date: ___________________________
Town of South Bruce Peninsula

Incoming Loan Agreement

Name of Person Making Loan: _______________________________________________________

Address: _______________________________________________________________________

______________________________________________________________________________

Telephone Number: ____________________ Email: _________________________________

Date of Loan: _________________________

Description of Item Being Loaned: ______________________________________________

______________________________________________________________________________

______________________________________________________________________________

Value of Item Being Loaned: ____________________________________________________

______________________________________________________________________________

______________________________________________________________________________

Special Care for Item: __________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

Restrictions for Town use of Item: ________________________________________________

______________________________________________________________________________

______________________________________________________________________________

Retrieval Date by Owner: ________________________________________________________

By signing below, I do hereby consent as follows: It is understood that the item in this loan will remain in the condition received and will not be repaired, restored, cleaned or altered in any way without the permission of the lender. The condition is understood to be as stated herein. All damages to the item at any point in this loan from the date the Town takes possession until it is returned to the lender will be reported to the lender immediately. The item may not be lent to a third party. The item being loaned may be photographed. Should the lender require proof of insurance, the Town will forward ____________________________
same to the lender. The Town agrees to use the item only for the purpose set forth herein. In accordance with Town policy, the date of retrieval by the lender is noted herein. The Town will expect the owner of the loaned item to retrieve the item on the date indicated. Should the item remain uncollected by the owner 30 days from the documented retrieval date, the Town may dispose of the item as is deemed suitable by the Town.

______________________________________  ______________________
Lender Signature                          Date

______________________________________  ______________________
Town Signature                            Date

Disposition of Item
Method of Disposition: ____________________________________________
Lender Notes: ____________________________________________________
Disposition Date: ________________________________________________
Town of South Bruce Peninsula

Outgoing Loan Agreement

Name of Person/Organization Accepting Loaned Item: _____________________________

__________________________________________________________________________

Address: __________________________________________________________________

__________________________________________________________________________

Telephone Number: ___________________ Email: ________________________________

Date of Loan: __________________________________________________________________

Description of Item Being Loaned: ____________________________________________

__________________________________________________________________________

__________________________________________________________________________

Value of Item Being Loaned: _________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Special Care for Item: _______________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Restrictions for Use of Item: _________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Return Date: __________________________________________________________________

Proof of Insurance Received: _________________________________________________

__________________________________________________________________________

Deposit Received and Amount: _______________________________________________
By signing below, I do hereby consent as follows: It is understood that the item in this loan will remain in the condition received and will not be repaired, restored, cleaned or altered in any way without the permission of the lender. The condition is understood to be as stated herein. All damages to the item at any point in this loan from the date the Town takes possession until it is returned to the lender will be reported to the lender immediately. The item may not be lent to a third party. The item being loaned may be photographed. The Town will require proof of insurance, naming the Town as an additional insured. The borrower will forward same to the Town. The borrower agrees to use the item only for the purpose set forth herein. The borrower will furnish to the Town a deposit in such amount as is deemed appropriate by the Town. The borrower and the Town agree that the deposit may be used to repair any damage or to collect the item should the borrower not return the item in the condition or at the time as stated herein.

Borrower Signature

Date

Town Signature

Date