



Circulation Policy

Authority: Library Board

Date Created: April 26, 2010

Date Reviewed: November 1, 2019

Purpose

East Gwillimbury Public Library's corporate value is to deliver excellent customer service to our various stakeholders, during a range of hours and in a variety of locations.

1. The intent of this policy is to provide the overall principles and framework to facilitate free and equitable access to Library collections and services and to help us maintain our corporate value of service excellence.
2. This policy will provide a clear understanding of circulation services for our staff and public, and will ensure a consistent approach to excellent customer services throughout the East Gwillimbury Public Library system.

Membership

Residents

East Gwillimbury Public Library cards are free to all residents of the Town of East Gwillimbury. Non-residents of the municipality who own property, work in, or attend an educational institution in the municipality will be treated as residents.

Reciprocal

East Gwillimbury Public Library has reciprocal borrowing agreements with the following library systems: Aurora, Bradford-West Gwillimbury, Georgina, King Township, Newmarket, Markham, Richmond Hill, Uxbridge, Vaughan, and Whitchurch-Stouffville. Members will be granted borrowing privileges if they reside in, work in, or attend an educational institution in one the aforementioned municipalities.

Non-Residents

Non-residents, exclusive of the above mentioned exceptions, are eligible for Library membership on an annual basis as per the non-resident fee schedule. (See: Appendix A: Fine/Fee Schedule)

Temporary Address Cards

Customers who are residing in EG for a short duration, living at a hostel or a shelter, or equivalent, are eligible for a temporary library card that is valid for 3 months. To obtain a temporary address card, the borrower must show identification with their name and temporary address, as well as supporting documentation from the shelter, hostel or equivalent.

Supported Housing Residents

Residents who reside in supported housing are eligible for a library card. A letter from the residence stating that the customer is a resident is required.

Fine Free Card

People with disabilities may apply for Fine Free Status to be exempt from paying fines on overdue materials. Applicants must complete a form and provide an official note from a health care professional.

According to the Accessibility for Ontarians with Disabilities Act 2005, a disability is:

- any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device
- a condition of mental impairment or a developmental disability,
- a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
- a mental disorder, or
- an injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act, 1997; (“handicap”)

1. Card Expiration

Library cards expire every two years, with the exception of Temporary Address Cards. At the time of renewal member information must be verified in person and all outstanding charges must be paid in full before the card will be renewed.

Customers can renew their accounts online but will be asked to verify information upon first visit.

2. Registration

To receive an East Gwillimbury Library card, current identification providing name and permanent address must be presented. Additional information, such as a telephone number and/or email address, though not required, are requested for communication purposes. Online registration for library membership will allow immediate access to e-resources, including downloading books. Members who register online will be asked for identification to borrow physical material and to receive their library card.

Adult (18 + years of Age)	Any source of information that gives the customer's name and current address including, but not limited to:
	Driver's license
	Employee identification
	Utility bill
Youth 14 - 17 years of age	Any source of information that gives the customer's name and current address including, but not limited to:
	Driver's license
	Report Card with address
	Bill (cell phone, etc.)
	Bank Statement
	Student identification card
	Parent's Identification
Child 0 - 13 years of age	Parent's Identification

Responsibilities of Membership

Equal access to library services and materials by all members of the Library depends on the reasonable use of such services and materials by library members.

1. Conditions of Membership

Library members shall:

- Agree to abide by the rules and regulations of the East Gwillimbury Public Library as stated on the Customer Application Form (Appendix C).
- Take responsibility for the care of all items checked out on one's card.
- Present one's library card to borrow and renew items, and to receive account updates.
- Pay all fines or charges incurred for overdue, damaged or lost library materials as per the attached schedule (Appendix A: Fines / Fees Schedule) and library card type.
- Report a lost or stolen card as soon as possible.
- Pay for a replacement card as per the attached fee schedule (Appendix A: Fines/Fees Schedule).
- Report changes of name, address, telephone number and/or email address.
- Observe all policies set by the Board as authorized in the Public Libraries Act.

2. Members under 14 Years of Age

Parents or guardians of members under the age of 14 are responsible for their children's borrowing and behaviour with respect to the observance of board policy.

Parents understand that children have access to all library materials, including adult and a/v materials and accept responsibility for the child's selection, use and return of all materials, as well as any fines or fees that may accumulate as stated in the Customer Registration Form (Appendix C).

Confidentiality of Membership Information

The East Gwillimbury Public Library respects the privacy of all library members and will keep all information related to membership confidential in accordance with the Library's Confidentiality of Customer Information Policy and the Municipal Freedom of Information and Protection of Privacy Act.

1. Request for Information by Customer

Upon presentation of their library card, or photo identification, a customer may query their own record and those of their children or wards less than 14 years of age.

Customers are entitled to know:

- The information that is recorded in their registration files.
- The materials that are charged out to them.
- The amount of fines or fees they owe, and why.
- The status of holds placed.

Customers may access this information:

- In person at any branch with their library card or valid identification
- Online through the library catalogue with their library card number and PIN
- By phone with their library card number
- By email with their library card number

The *Public Libraries Act, R.S.O. 1990, chapter P.44, section 28* states that “a person may, during ordinary business hours, inspect any records, books, accounts and documents in the possession or control of a board’s secretary.” This does not apply to information that, in the Secretary’s opinion, is of intimate financial or personal nature, or identifies an individual user of library services by name or makes them readily identifiable by other means.

2. Request for Information by Police

Requests for information from the customer files by police and/or government agencies shall only be provided upon presentation of a warrant. The Chief Executive Officer, or designate, shall consult with the Town’s Legal Department for advice and to ensure that the warrant is in proper form. Information or access to the files shall be permitted only to the extent stated in the warrant.

Borrowing Privileges

A valid EGPL library card or valid photo ID must be presented each time materials are borrowed.

Library members must abide by the Responsibilities of Membership section of this policy.

1. Loan Periods

A loan period is established to enable fair access to the Library’s resources by all customers.

The usual loan period for most items is 3 weeks. Loan periods may be reduced for popular items or special formats.

An extended loan period request may be granted. This is subject to staff discretion and is based on the number and types of material available.

Please see Appendix B for a complete schedule of loan periods.

2. Loan Limits

The Library reserves the right to limit the loan period and/or number of items borrowed on the basis of local demand and material supply.

Format limits can be found in Appendix B.

3. Renewals

All items may be renewed two (2) times except in the following circumstances:

- Items with holds
- Special collection materials
- Another Library's materials (ILLO)
- Special formats

Please see Appendix B for renewal details.

Renewals can be requested in person, by telephone (with library card number), or through the library catalogue (with library card number and PIN).

Interlibrary Loan (ILLO) material renewals must be requested 5 working days prior to the due date as stated in accordance with the Library's Interlibrary Loan Policy. These items will be renewed at the discretion of the lending library.

4. Holds

Holds may be placed on all circulating materials except express collection materials.

Holds may be placed in person, by telephone (with library card number), or through the library catalogue (with library card number and PIN).

Customers will be telephoned or emailed when hold items become available. To protect privacy, Library staff can not reveal the title of the item, except in person. Customers may access title information by using the library catalogue. All materials will be held for 7 days (including closed days) with the exception of Hotspots, which will be held for 3 days.

5. Return Time

All materials may be returned to any branch of the East Gwillimbury Public Library or the Sharon Arena book drop during operating hours. When the Library is closed, materials may be returned via the outdoor book drops. Wireless Hotspots and loanable technology must be returned in person at the library during library hours of operation.

6. Fines

To encourage the prompt use and return of library materials, an overdue fine is charged for late returns.

Overdue fines for library materials are based on the item type. Please see Appendix A for the fine schedule.

Fines will accumulate until the materials are returned, the customer notifies the Library that the item was lost, or the maximum fine is reached.

Library staff will advise members of outstanding fines during every check-out transaction. Library members are expected to resolve these fines promptly.

Library members with Fine Free Status and Group Home Residents are not charged overdue fines, but will be charged for lost or damaged materials.

7. Overdue Notices

Library members may request an email reminder of items coming due.

Library members will be notified when material is two weeks overdue and again at four weeks overdue. When materials are 8 weeks overdue, said items will be considered lost and members will be billed appropriately.

8. Suspension of Borrowing Privileges

Borrowing privileges will be suspended when library members have fines, fees and/or overdue materials in excess of the maximum allowable amount. Privileges will be reinstated when charges are reduced.

All monies owed to the Library must be paid in full before library membership can be renewed.

9. Lost / Damaged Materials

Library members shall report lost or damaged materials at the earliest possible opportunity.

Charges for lost/damaged materials are based on the cost of each individual item. A non-refundable processing fee will also be charged.

Replacement copies or donations in lieu of payment are not accepted.

10. Refunds for Lost Materials

Refunds will be issued for lost items returned to the Library in good condition if returned within 3 months from the date of payment. The original lost item receipt must also be presented to receive a refund. The processing fee will not be refunded.

Homebound Service

Homebound Delivery provides free delivery of books and other Library materials to customers who are unable to visit the Library facility due to illness or physical limitation. This policy sets out the eligibility for participation and outlines the type of service offered by East Gwillimbury Public Library to homebound residents.

1. Eligibility

This service is available to any person within the Town of East Gwillimbury who is confined to their home or a health care institution because of a temporary or chronic disability.

Customers must meet one of the following criteria to qualify for homebound service:

- A permanent physical condition that prohibits a person from safely visiting the Library.
- A temporary health situation (medical leave due to surgery, etc.) that prohibits a person from safely visiting the Library. Service will be provided until recovery is complete.
- Residency in a nursing care facility, whether temporary or permanent.
- Health conditions associated with the elderly that make a person unable to safely visit the Library.

In cases where there may be doubt as to whether the above criteria apply, a medical or caregiver's certification may be required to receive homebound service.

The customer or caregiver will be asked to complete and submit the "Request for Homebound Service" application. (See Appendix E)

Institutional Deposits

The East Gwillimbury Public Library provides Institutional Deposits through partnership with retirement and permanent residences in our community. Each month the library will provide a box with a selection of books and audiobooks to the institution for the residents to enjoy. Organizations wishing to register for this service can contact the Deputy Chief Executive Officer.

The Library is committed to meeting the needs of persons with disabilities and will provide, upon request, alternate formats and communication supports, in compliance with the *Integrated Accessibility Standards Regulation, Ontario Regulation 191/11* and the *Accessibility for Ontarians with Disabilities Act, 2005 (AODA)*.

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Effective Date: February 24, 2020	

Appendix A: Fine / Fee Schedule

Overdue Fines

Item Type	Fine / Day / Day	Maximum Fine / Item
Adult Materials	\$0.25	\$10
Children's Materials	\$0.15	\$5
Adult/Children's DVDs	\$1.00	\$10
Wireless HotSpot and loanable technology	\$1.00	\$10
Sharon Temple Passes	\$1.00	\$10

* **Borrowing privileges will be suspended when fines/fees exceed \$20**

Membership

Annual Non-Resident Membership (Adult)	\$40
Annual Non-Resident Membership (Student)	\$15

Printing Services

Photocopies (black/white)	\$0.15 / page
Photocopies (colour)	\$0.50/page
Printing (black/white)	\$0.15 / page
Printing – Supply own paper	\$0.10 / page
Scanning	Free
Fax (local or 1-800)	\$1.00 / page
Fax (long distance)	\$1.00 surcharge / fax
Laminating	\$1.00/page
3D Printing	\$1.00 flat rate + \$0.05 per minute
Cricut Machine	\$2.00 flat rate. Customers must bring their own supplies.

Equipment Rental

See Appendix E for Equipment Rental Form and fees

Programs

Program fees are set on a program by program basis.. For information on our current program offerings please see the current issue of the Library Program Guide.

Lost or Damaged Materials

Damaged AV Case	\$5
Lost or Damaged Juvenile Kit Bag	\$5
Administration Fee	\$5

Other Fees

Exam Proctoring	\$45
Replacement Membership Card	\$2
Unclaimed ILLO Hold	\$5
N.S.F. Fee	\$45

Item Replacement Costs*

*Staff will use these prices if the item price is not included in the item record.

Adult Fiction	\$34
Adult Non-Fiction	\$40
Large Print	\$32
Reference Book	\$50
Local History	\$30
Literacy Material	\$30
Magazine	\$6
Juvenile/Young Adult Fiction	\$21
Juvenile Non-Fiction	\$23
Juvenile Easy Readers	\$20
Juvenile Picture Books / Board Books	\$20
Juvenile Kits	\$22
Mass Market Paperbacks (adult and juv.)	\$9
Books on CD	\$45
Music CDs	\$19

DVDs	\$34
Wireless HotSpot	\$200
Sharon Temple Pass	\$25
Sewing Machine	\$190
GoPro	\$250
Go Pro Max	\$700
Samsung Tablets	\$250
Chromebooks	\$200
Webcam	\$70
Makey Makey Kits	\$64
Ozobots	\$70
Blu Ray Player	\$135
DVD Player	\$120

Appendix B: Loan Schedule

Item	Loan Period	Item Limit	Renewals
Express Books	7 Days	No Limit	Not renewable
Adult Books	21 Days	No Limit	2 renewals
Young Adult Books	21 Days	No Limit	2 renewals
Juvenile Books	21 Days	No Limit	2 renewals
Audio Books	21 Days	No Limit	2 renewals
Movies	7 Days	No Limit	2 renewals
Music CDs	21 Days	No Limit	2 renewals
Magazines	21 Days	No Limit	2 renewals
Wireless HotSpot	14 days	1 item	2 renewals
ILLO	At Discretion of Lending Library	5 Active Requests	At Discretion of Lending Library. (5 days notice needed for renewals)
Sharon Temple passes	7 days	1 pass	Not renewable
Loanable Technology	14 days	No limit	2 renewals

Appendix D: Application for Fine Free Card

People with disabilities may apply for a Fine Free Card to be exempt from paying fines on overdue materials in accordance with the Circulation Policy of the East Gwillimbury Public Library.

According to the ***Accessibility for Ontarians with Disabilities Act 2005***, a disability is:

- Any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device
- A condition of mental impairment or a developmental disability,
- A learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
- A mental disorder, or
- An injury or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Safety and Insurance Act, 1997*; (“handicap”)

To apply, complete this form and return with the note on official letterhead from a health care professional to any branch of the East Gwillimbury Public Library or mail to:

East Gwillimbury Public Library
Attention: Manager, Customer Experience
P.O. Box 1609
19513 Yonge Street
Holland Landing, Ontario
L9N 1P2

The Library will notify you when your application has been approved.

Personal information on this form is for internal purposes. Such information is collected under the authority of the Public Libraries Act, R.S.O. 1990, chap. P.44. Any questions about this collection of information should be directed to the CEO at the address below.

The library is committed to meeting the needs of persons with disabilities and will provide, upon request, alternate formats and communication supports, in compliance with the Integrated Accessibility Standards Regulation, Ontario Regulation 191/11 and the Accessibility for Ontarians with Disabilities Act, 2005 (AODA).

Application for Fine Free Card

(Please print clearly)

To be completed by the Customer:

I apply to have my card designated as “Fine Free” to be exempt from paying fines on overdue materials. I am unable to return borrowed materials within a set period of time because of a disability.

First Name_____
Last Name_____
Library Card Number_____
Street Address_____
City/Province_____
Postal Code_____
Signature_____
Date (MM/DD/YYYY)**To be completed by the Health Care Professional if applicable:**

A Health Care Professional must:

1. Complete the following section of this form **and**
2. Provide a note on official letterhead indicating that the applicant has a disability which prevents them from returning borrowed library materials within a set period of time.

I certify that the applicant is unable to return borrowed library materials within a set period of time because of a disability.

First Name_____
Last Name_____
Title or Occupation_____
Telephone Number_____
Street Address_____
City/Province_____
Postal Code_____
Signature_____
Date (MM/DD/YYYY)

For Office Use: _____

Manager, Customer Experience_____
Date (MM/DD/YYYY)

Appendix E: Equipment Rental Form

Name: _____ Date of Rental: _____

Town Dept. or Group: _____

Address: _____

Valid Driver's License **OR** Library Card #: _____

Telephone: _____ Email: _____

Are you at least 18 years of age (Town employees are exempt)? **Yes** **No**
 Rental materials require a **valid** library card OR photo ID.

STAFF USE ONLY

- Projector Screen **(\$5 per day)**
- Overhead Projector **(\$5 per day)**
- Stereo **(No charge)**
- Town Employee, Not-for-Profit, or Senior's Group **(No Charge)**
- Podium with PA system **(\$10 per day) - HL only**
- TV/VCR/DVD **(\$5 per day)**

LAPTOPS AND DIGITAL PROJECTORS

Holland Landing Branch only

- Laptop – includes external mouse and speakers **(\$25 per 4 hour block)**
- Digital projector **(\$25 per 4 hour block)**
- Senior's Group or Not-for-Profit **(\$10 per 4 hour block for both projector and laptop)**
- Town Employee **(No Charge)**

CHECK OUT

- Item Reserved: Yes No
- Payment Received: \$ _____
- Equipment Checked
- Return by: _____
- After Hours Late Fee Prepaid \$ _____

CHECK IN

- Item in working order
- Equipment Checked **(staff to check on return)**
- Item worked for customer
- Returned on time: Yes No
- If No**
- Late Fee Paid: \$ _____
- After Hours Late Fee Paid \$ _____

***Attach original form to equipment and file copy**

Staff Initials: _____

Contract: I hereby acknowledge receipt of the items listed above.

I am responsible for the use and care of the equipment for the duration of checkout, including applicable fees as well as the cost of repair or replacement in the event of loss or damage.

Returns:

I will return all equipment to the Library during open hours.

Laptops and digital projectors incur a **Late Fee of \$5.00 per hour** during regular business hours.

I agree to return the equipment on or before the library closes at _____ O'clock.

OR;

I will be charged an **After Hours Fee of \$5.00** for each item returned after closing time. **Items must be turned over to Facilities or Maintenance staff after hours to be locked in Library.**

I have agreed to pay an **After Hours Fee of \$5.00** for each item returned after closing time and will return the equipment to the Facilities or Maintenance staff.

I will pick up the item(s) by _____ on _____ **20**____. If I do not pick up by this time or contact the library in advance to change the pick-up time, my reservation will be cancelled.

Signature of Applicant: _____

Date: _____

PUBLIC PERFORMANCE RIGHTS

GUIDELINES

Please read this information carefully.

- The Canadian Copyright Act (Section 42.2) governs how copyrighted materials, such as videos/DVDs, may be used.
- Under the Canadian Copyright Act any viewing or exhibition of videos/DVDs in a public place (libraries are considered public places) must have PUBLIC PERFORMANCE RIGHTS.
- You can show videos/DVDs, only if a site license has been purchased. The purchased rights are for one showing only.
- Neither the rental nor the purchase of video/DVD carries with it automatically the right to show the movie publicly outside the home, unless the site where the video/DVD is used is properly licensed for public exhibition, with a rights representative such as Audio Cine Films or Criterion Pictures. Ownership of the video/DVD and the right to use it publicly are two separate issues. The copyright holder retains exclusive public performance rights. In some cases, the public performance rights are included in the purchase price of the video/DVD. Many videos/DVDs produced for educational purposes include the public performance rights. For example, productions of the films for Humanities and Sciences (Film Media Group) or the National Film Board of Canada usually include the public performance rights.
- Copyright licenses are required for all videos/DVDs presentations using library property – this applies in ALL cases, even if videos/DVDs are shown freely, rented locally, or personally owned by professors or students.
- Videos/DVDs licensed and produced in other countries (e.g. China, India etc.) and are not available in Canada cannot be licensed and are usually just available for private home rentals and viewings.
- Numerous titles have never been made available in Canada or have expired rights (out of service) – nothing much can be done concerning these cases. Audio Ciné Films Inc., Criterion Pictures or any other distributor cannot issue presentation licenses for films that they do not represent.
- You may not show clips of any length, whether it is 2, 5 or 10 minutes. Everything is subject to copyright and is protected.
- It is illegal to make a “back-up” copy of any purchased video unless you have the written permission of the copyright holder

THE LIBRARY ASSUMES NO RESPONSIBILITY IF THE VIDEO/DVD IS SHOWN ILLEGALLY