

TRANSFER OF ARCHIVAL RECORDS AGREEMENT

THIS **ARCHIVAL RECORDS AGREEMENT** made the ____ day of _____, 2020
(the "Agreement").

B E T W E E N

THE CORPORATION OF THE TOWN OF CALEDON
(the "Town")

AND

THE REGIONAL MUNICIPALITY OF PEEL
(the "Region" or "Region of Peel")

(each a "Party", together, the "Parties")

WHEREAS the Town has in its possession Archival Records (which are defined to include the records set out in Schedules A, B, C, D & E attached to this Agreement) of the Town of Caledon and its predecessors, i.e. the Township of Albion, the Township of Caledon, the Township of Chinguacousy, and the Village of Bolton;

AND WHEREAS it is deemed that the Region of Peel Archives at the Peel Art Gallery, Museum and Archives ("PAMA") is the appropriate repository for the purpose of storing, maintaining, securing, and providing access to such Archival Records;

AND WHEREAS the Town's Archival Records are those municipal records that have continuing worth based on their legal, fiscal, evidentiary, informational, administrative and/or historical value, such as historical Town by-laws and minutes (the Archival Records");

AND WHEREAS section 254 (1) of the *Municipal Act, 2001*, S.O. 2001 c. 25 requires a municipality to retain and preserve the records of the municipality and its local boards in a secure and accessible manner;

NOW THEREFORE this Agreement witnesses that in consideration of the covenants hereinafter contained (the sufficiency and receipt of which is acknowledged) the Parties hereto agree with the other as follows:

1. THE REGION AGREES TO THE FOLLOWING:

- a) that it shall accept and store Archival Records at the Region's archival facility located at 9 Wellington Street East, Brampton, as and when required, subject to the mutual concurrence of the clerk of the Town (the "Clerk") and the Regional Archivist at the Region (the "Archivist"), and further, that if the storage location should change, that the Region notify the Clerk as soon as practical thereafter;
- b) that it shall acquire, maintain, preserve and provide public access to the Archival Records in accordance with applicable legislation, accepted archival principles, procedures, standards and the Association of Canadian Archivist's Code of Ethics and Professional Conduct;
- c) that it shall return to the Town all or any of the Archival Records, within fifteen (15) business days of a written request from the Clerk made in accordance with the notice provisions of this Agreement;
- d) that it shall make the Archival Records available to the public for research purposes in compliance with federal and provincial legislation, including the *Municipal Act, 2001*, S.O. 2001 c. 25, the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, and the *Canadian Copyright Act*, R.S.C., 1985, c. C-42, all as amended;
- e) that it is not responsible for the safe keeping of the Archival Records entrusted to it beyond the exercise of such reasonable precautions as are now in force, or may hereafter be put in force, for the safe keeping and preservation of its property, and

that it shall exercise such reasonable care and diligence in the storage of the Archival Records under this Agreement as a careful and vigilant owner of similar goods would exercise in the custody of them under similar circumstances and provide competent personnel to assure reasonable performance in meeting such obligations;

- f) that any loss or damage to the Archival Records will be reported to the Clerk within two (2) business days of such loss or damage;
- g) that the Town and/or its insurer reserve the right to subrogate against the Region and/or its insurer for any loss or damage to the Archival Records while in the care, custody and control of the Region, when such loss or damage is deemed to have resulted from any negligence or acts or omissions by the Region, its employees or others for whom it is responsible at law;
- h) that throughout the term of the Agreement (including any renewal thereof), the Region shall obtain and maintain at its own expense, including the cost of any applicable deductible commercial general liability insurance, including but not limited to bodily injury and personal injury liability, property damage, products liability, blanket contractual liability, premises liability, broad form property damage, employer's liability and voluntary compensation and contingent employer's liability coverage, having an inclusive limit of not less than \$5,000,000 per occurrence;
- i) that the Region shall, upon request, provide the Town with a certificate of insurance signed by an authorized insurance representative including the Corporation of the Town of Caledon as additional insured and confirming the relevant insurance coverage;
- j) that the Region shall indemnify, defend and hold the Town including its councillors, officials, officers, directors, employees, agents, affiliates and representatives (collectively referred to as the "Town's Indemnified Parties") harmless against any and all claims, demands, costs (including legal costs on a substantial indemnity bases), penalties, fines, fees, royalties, damages (including indirect, special, remote and/or consequential damages) and causes of action, including, without limitation, proprietary or personal injury (including death) that arise from, either directly or indirectly, or relate to, any act or omission of the Region, its officials, directors, officers, employees, agents, affiliates, partners (general or limited), joint ventures, contractors, sub-contractors, and other representatives, in connection with the Region's responsibilities pursuant to the Agreement, except to the extent that same was caused by the negligence or willful misconduct of the Town's Indemnified Parties;
- k) that the rights to indemnity contained in this section shall survive the early termination or expiry of the Agreement;
- l) that the rights to indemnity provided for in this section shall be deemed to be in addition to any rights with respect to insurance in favour of the Town's Indemnified Parties provided in the Agreement;
- m) that the Region shall be responsible for all damages caused by it, its employees, agents, sub-contractors, any workers or persons employed by it, under its control, arising from the execution of the work, by reason of the existence, location, condition of work, any materials, plant or machinery used thereon or therein, or which may happen by reason of the Region's failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the Agreement including reproduction, repairs and restoration and agrees to hold Town safe and harmless from any such claims by third parties, including any legal costs incurred by the Town in connection therewith on a solicitor-client basis;
- n) that the Archivist shall, as part of the disposition and appraisal review process, assess the physical condition of the Archival Records upon ingest;
- o) that the Region shall be responsible for all repairs and restoration as deemed feasible and necessary by the Archivist;

- p) that it shall return to the Town within thirty (30) business days all the Archival Records, upon termination of this Agreement; and
- q) that the Archival Records will at all times remain the property of the Town.

2. THE TOWN AGREES TO THE FOLLOWING:

- a) that it authorizes the Region to reproduce the Archival Records by any medium, but the Town does not certify any copy to be true and correct.
- b) that the Town shall indemnify, defend and hold the Region including its councillors, officials, officers, directors, employees, agents, affiliates and representatives (collectively referred to as the "Region's Indemnified Parties") harmless against any and all claims, demands, costs (including legal costs on a substantial indemnity bases), penalties, fines, fees, royalties, damages (including indirect, special, remote and/or consequential damages) and causes of action, including, without limitation, proprietary or personal injury (including death) that arise from, either directly or indirectly, or relate to, any act or omission of the Town, its officials, directors, officers, employees, agents, affiliates, partners (general or limited), joint ventures, contractors, sub-contractors, and other representatives, in connection with the Town's responsibilities pursuant to the Agreement, except to the extent that same was caused by the negligence or willful misconduct of the Region's Indemnified Parties;
- c) that the rights to indemnity contained in this section shall survive the early termination or expiry of the Agreement;
- d) that the rights to indemnity provided for in this section shall be deemed to be in addition to any rights with respect to insurance in favour of the Region's Indemnified Parties provided in the Agreement;
- e) that the Town shall be responsible for all damages caused by it, its employees, agents, sub-contractors, any workers or persons employed by it, under its control, arising from the execution of the work, by reason of the existence, location, condition of work, any materials, plant or machinery used thereon or therein, or which may happen by reason of the Town's failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the Agreement including reproduction, repairs and restoration and agrees to hold Region safe and harmless from any such claims by third parties, including any legal costs incurred by the Region in connection therewith on a solicitor-client basis;

3. THE PARTIES AGREE TO THE FOLLOWING:

- a) that the term of this Agreement shall commence on the date of execution of this Agreement and shall continue for the period of ten (10) years, and shall be renewed automatically thereafter for successive terms of one year each, provided that either party may terminate this Agreement by giving notice not less than ninety (90) days' notice in writing;
- b) that this Agreement constitutes the entire agreement with respect to the matters set forth in this Agreement and that there are no representations, conditions, warranties, or collateral agreements, express or implied, statutory or otherwise, with respect to this Agreement of the services to be performed other than contained herein;
- c) no agent or employee of the Region or the Town is authorized to waive or alter or add to any term or condition of this Agreement except by agreement of both in writing and signed by an authorized officer of the Town or Region as the case may be;
- d) that any notice required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if delivered personally or sent by registered mail, postage prepaid, to the addresses provided below, to the attention of the Clerk at the Town or the Archivist at the Region, and any notice so given shall be deemed conclusively to have been given and received when so delivered or mailed;

Town of Caledon
6311 Old Church Road,
Caledon, Ontario, L7C 1J6

Region of Peel
10 Peel Centre Drive
Brampton, Ontario, L6T 4B9

- e) that this Agreement shall be binding upon and ensure to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns;
- f) that this Agreement may not be assigned without the express written consent of the other party;
- g) that this Agreement shall be construed in accordance with the laws of the Province of Ontario;
- h) that the following attachments are incorporated into this Agreement by reference: Schedule A – Township of Albion Fonds, Schedule B – Town of Caledon Fonds, Schedule C – Township of Caledon Fonds, Schedule D – Village of Bolton Fonds, Schedule E – Village of Caledon East Fonds, which list the Town’s Archival Records currently in the custody of the Region as of the date of this Agreement;
- i) that the Parties may, by mutual consent, amend or add to the schedules at any time during the term of this Agreement by executing a version of a schedule dated after the then current version.

***[THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS]***

Proposed

IN WITNESS WHEREOF the Parties have executed this Agreement by the signatures of their duly authorized signing officers.

THE CORPORATION OF THE TOWN OF CALEDON

Allan Thompson
Mayor

Amanda Fusco
Acting Town Clerk

I/We have the authority to bind the Corporation.

THE REGIONAL MUNICIPALITY OF PEEL

Name:
Title:

Name:
Title:

I/We have authority to bind the Corporation.

Proposed

TRANSFER OF ARCHIVAL RECORDS AGREEMENT

Schedule A – Township of Albion Fonds

Fonds	Series #	Series Title	Dates of Creation	Scope and Content
Township of Albion fonds	1	Council minutes	1853-1973	Series consists of council minutes as originally maintained by the Township of Albion Clerk.
Township of Albion fonds	2	Bylaws	1866-1973	Series consists of bylaws as originally maintained by the Township of Albion Clerk.
Township of Albion fonds	3	Reference copies of minutes and bylaws	1853-1970	Series consists of reference copies of Township of Albion council minutes and bylaws.
Township of Albion fonds	4	Assessment and collector's rolls	1864-1973	Series consists of assessment and collector rolls for the Township of Albion.
Township of Albion fonds	5	Voter's lists	1858-1969	Series consists of voter's lists for the Township of Albion. Please note that this series is not complete, with numerous gaps in coverage
Township of Albion fonds	6	Clerk's administrative records	[1897?]-1971	Series consists of records that were created, collected, and used by the Clerk and/or the Treasurer of the Township of Albion. This series contains a range of material, including correspondence, reports, cash books, agreements, an Official Plan, and other material.
Township of Albion fonds	7	Vital statistics	1896-1973	Series consists of vital statistics (births, marriages, and deaths) collected by the Township of Albion. Restrictions apply.

Township of Albion fonds	8	Police Village of Palgrave minutes	1958-1973	Series consists of meeting minutes of the trustees for the Police Village of Palgrave. Police Villages such as Palgrave were subservient to the Township in which they found themselves.
Township of Albion fonds	9	Court of Revision minutes	1959-1972	Series consists of the Township of Albion Court of Revision minutes.
Township of Albion fonds	10	Committee of Adjustment minutes	1956-1973	Series consists of the Township of Albion Court of Adjustment minutes.
Township of Albion fonds	11	Planning Board minutes	1954-1973	Series consists of Albion and Caledon East Planning Board minutes.
Township of Albion fonds	12	Planning Department plan book	[195-?]-[1973?]	Series consists of a bound v. of mostly hand-drawn lot plans for the Township of Albion. These records are of particular use when seeking to track lot severances in the area.

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TRANSFER OF ARCHIVAL RECORDS AGREEMENT

Schedule B – Town of Caledon Fonds

Fonds	Series #	Series Title	Dates of Creation	Scope and Content
Town of Caledon fonds	1	Council minutes	1974-1997	Series consists of council minutes as maintained by the Town of Caledon Clerk.
Town of Caledon fonds	2	Public Information Meeting minutes	1984-1997	Series consists minutes of Public Information Meetings hosted by the Town of Caledon.
Town of Caledon fonds	3	Assessment rolls	1974-1979, 1991-1999	Series consists of assessment rolls for property within the Town of Caledon.
Town of Caledon fonds	4	Elector-voter's lists	1976-1982	Series consists of elector / voter's lists for the Town of Caledon.
Town of Caledon fonds	5	Clerk's administrative records	1974-1990	Series consists of records created and or collected by the Clerk of the Town of Caledon. Series includes a bylaw index (for numerous area bylaws, not just Caledon's) and recreation reports.
Town of Caledon fonds	6	Planning Committee minutes	1974-1987	Series consists of Planning Committee minutes.
Town of Caledon fonds	7	Committee of Adjustment minutes	1974-1992	Series consists of Committee of Adjustment minutes.
Town of Caledon fonds	8	Committee of Arbitration files	1953-1974	Series consists of Committee of Arbitration records pertaining to the creation of Regional government.

Town of Caledon fonds	9	Vital statistics	1949-1977	Series consists of vital statistics (births, marriages, and deaths) collected by the Township of Caledon and the Town of Caledon. Restrictions apply. Related records can be found in the Township of Albion and Township of Caledon fonds.
Town of Caledon fonds	10	Insurance reports	1974, 1981	Series consists of two insurance reports for Town of Caledon property compiled in 1974 and in 1981. These reports provide an overview of the properties owned by the corporation and include quite a few photographs (municipal buildings, libraries, fire halls, etc.).
Town of Caledon fonds	11	Fire & Emergency Services records	1858-[200-?]	Series consists of records documenting the activities of the Town of Caledon's fire department (including departments in former municipalities). Most if not all of these records were given to then Regional Archivist Diane Allengame during her research for the publication: Answering the Call: A history of firefighting in the Town of Caledon
Town of Caledon fonds	12	Palgrave Firefighters' Association records	1958-[199-?]	Series consists of records documenting the activities of the Palgrave Firefighter Association. Most if not all of these records were given to then Regional Archivist Diane Allengame during her research for the publication: Answering the Call: A history of firefighting in the Town of Caledon
Town of Caledon fonds	13	Caledon Hydro Electric Commission records	1952-2001	Series consists of records of Caledon Hydro including its predecessor Bolton Hydro. Series includes minutes, photographs, correspondence, newsletters, presentations and details on the Hydro One purchase of Caledon Hydro.
Town of Caledon fonds	14	Heritage Office resources	[18--?]-[200-?]	Series consists of material donated to the Town of Caledon Heritage Office.
Town of Caledon fonds	15	Heritage designation reports	2008, 2011	Series consists of Heritage Designation reports filed with the town of Caledon.
Town of Caledon fonds	16	Heritage office genealogical research files	[198-]-[199-]	Series consists of genealogical research files created and/or collected by staff working in the Town of Caledon Heritage Office.
Town of Caledon fonds	17	Misc. material	[198-?]-2007	Series consists of assorted material that cannot be classified elsewhere.

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Schedule C – Township of Caledon Fonds

Fonds	Series #	Series Title	Dates of Creation	Scope and Content
Township of Caledon fonds (RG10)	1	Council minutes and bylaws	1821-1973	Series consists of council minutes and bylaws as originally maintained by the Township of Caledon Clerk. The minutes and bylaws are described together in one series because some of the minutes and bylaws were recorded in the same volume. It appears as if all of the minutes of the Township have survived, but there are many gaps in the bylaw coverage. Researchers are encouraged to cross-reference with series 2 if seeking out the text of a certain bylaw that may not appear here.
Township of Caledon fonds (RG10)	2	Published and reference copies of minutes and bylaws	1821-1969	Series consists of council minutes and bylaws that were either published in print form or photographed as part of a back-up microfilm project. Whenever possible this set should be consulted before pulling original material in series 1. Some of the bylaws in particular may only survive in the published volumes or on the microfilm reels.
Township of Caledon fonds (RG10)	3	Assessment and Collector's rolls	1897-1970	Series consists of assessment and collector rolls for the Township of Caledon. The rolls have been described in chronological order. The series also contains a small amount of related material, including recapitulation of assessment rolls, a public elector notice, a census of children, and a tax payment register.
Township of Caledon fonds (RG10)	4	Voter's Lists	1937-1968	Series consists of voter's lists for the Township of Caledon. However the set is not complete, with only a small number of years surviving. Full lists exist for 1937, 1941, and from 1946-1950. The rest of the series includes changes and revisions to the lists (1937-1945) and a 1968 list of Roman Catholic Separate School Supporters as drawn from the voter's list.
Township of Caledon fonds (RG10)	5	Clerk-Treasurer administration records	1892-1962	Series consists of records that were created, collected, and used by the Clerk and/or the Treasurer of the Township of Caledon. This series contains a range of material, including correspondence, debenture coupons and registers, financial statements, reports, and other material.
Township of Caledon fonds (RG10)	6	Planning Board minutes	1962-1973	Series consists of Planning Board minutes for the Township of Caledon.

Township of Caledon fonds (RG10)	7	Board of Health minutes and reports	1884-1943	Series consists of Board of Health minutes and reports for the Township of Caledon.
Township of Caledon fonds (RG10)	8	Committee of Adjustment minutes	1963-1973	Series consists of Committee of Adjustment minutes for the Township of Caledon.
Township of Caledon fonds (RG10)	9	Vital statistics	1896-1973	Series consists of vital statistics (births, marriages, and deaths) collected by the Township of Caledon. Restrictions apply.
Township of Caledon fonds (RG10)	10	Telephone system records	1923-1961	Series consists of records documenting the operation of the Township of Caledon telephone system, including cash books and payroll records.
Township of Caledon fonds (RG10)	11	Planning Department plan book	[195-?]-[1973?]	Series consists of a large volume of mostly hand drawn plans that were likely maintained by their Township's planning department. The plans are arranged by lot and concession number, and document land owners, land severances, lot boundaries, and area roadways.

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Schedule D – Village of Bolton Funds

Fonds	Series #	Series Title	Dates of Creation	Scope and Content
Village of Bolton funds	1	Council minutes	1873-1973	Series consists of council minutes as originally maintained by the Village of Bolton Clerk.
Village of Bolton funds	2	Bylaws	1873-1973	Series consists of bylaws as originally maintained by the Village of Bolton Clerk.
Village of Bolton funds	3	Assessment rolls	1901-1972	Series consists of assessment rolls for all properties within the Village of Bolton.
Village of Bolton funds	4	Collector's rolls	1900-1956	Series consists of collector's rolls for all properties within the Village of Bolton.
Village of Bolton funds	5	Voter's lists	1938-1969	Series consists of the surviving voter's lists for the Village of Bolton. Not every year is represented, with numerous gaps in coverage throughout.
Village of Bolton funds	6	Clerk's administrative records	1873-1973	Series consists of records that were created, collected, and used by the Clerk and/or the Treasurer of the Village of Bolton. This series contains a range of material, including correspondence, debentures, financial statements, reports, agreements, photographs, and other material.
Village of Bolton funds	7	Cash books	1879-[1942?]	Series consists of cash books for the Village of Bolton.
Village of Bolton funds	8	Planning Board minutes	1954-1973	Series consists of minutes of Bolton's Planning Board.
Village of Bolton funds	9	Board of Health minutes	1913-1921	Series consists of minutes of Bolton's Board of Health.
Village of Bolton funds	10	Committee of Adjustment minutes	1969-1973	Series consists of minutes of Bolton's Committee of Adjustment.

Village of Bolton fonds	11	Court of Revision minutes	10 Nov. 1959	Series consists of minutes of Bolton's Court of Revision.
Village of Bolton fonds	12	Vital statistics	1875-1945	Series consists of vital statistics (births, marriages, and deaths) collected by the Village of Bolton. Restrictions apply.

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Schedule E – Village of Caledon East Fonds

Fonds	Series #	Series Title	Dates of Creation	Scope and Content
Village of Caledon East fonds	N/A	N/A	1957-1973	Fonds consists of the records created and accumulated by the former Village of Caledon East and its predecessor, the Police Village of Caledon East. Included are council minutes and bylaws, assessment and collector's rolls, a register of birth and deaths (vital statistics) and an agreement between Peel County and police Village of Caledon East regarding drainage difficulty. For related Planning Board material please see the volume in Series 11 of the Township of Albion fonds.

Proposed