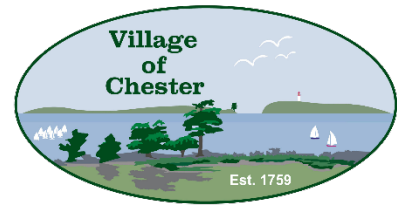


Minutes

Village Commission Special Meeting Wednesday, Feb 25, 2026 – 2:00 pm

In-Person Meeting
27 Pleasant Street, Chester



Present: Geraldine Pauley, Chair
Randall O'Malley, Vice-chair
Laura Mulrooney, Commissioner
Tom Mulrooney, Commissioner

Staff: Heather McCallum, Clerk/Treasurer (C/T)

Regrets: Gloria Nauss, Commissioner

1.0 Call to Order

Chair Pauley called the Feb 25, 2026 Special Meeting of the Village of Chester Commission to order at 2:03 pm.

Land Acknowledgement:

As we meet today, we acknowledge that we live in Mi'kma'ki, the traditional and ancestral territory of the Mi'kmaq people. We are all treaty people with a responsibility to each other and to this land.

2.0 Approval/Amendment of Agenda

An additional piece of correspondence was received and will be item 6.3.

Motion #26-006: Commissioner T. Mulrooney moved; Vice-chair O'Malley seconded: That the Agenda of the Chester Village Commission's Feb 25, 2026 Special Meeting be approved as amended.
Motion carried unanimously.

3.0 In-Camera

Motion #26:007: Commissioner L. Mulrooney moved; Vice-chair O'Malley seconded: That the Commission move in camera as per Section 408B(2) of the Municipal Government Act to discuss contract negotiations and legal advice eligible for solicitor-client privilege.
Motion carried unanimously.

The Commission recessed to go in camera at 2:05 pm.

4.0 Resumption of Public Meeting

The public meeting resumed at 2:56 pm.

4.1 Draft Intermunicipal Agreement: Zoé Vallé Memorial Library (ZVML)

Motion #26-008: Chair Pauley moved; Commissioner T. Mulrooney seconded: That the Chester Village Commission approve the “Agreement Regarding the Governance, Operation, and Stewardship of the Zoé Vallé Memorial Library” with the Municipality of the District of Chester and direct the Chair to sign on its behalf and the Clerk/Treasurer to apply the Village seal.

Motion carried unanimously.

UPDATE: The agreement went before Municipal Council on Thursday, Feb 26, 2026, and was approved. Signing was completed on the same date (*Schedule 4.1*).

4.2 Draft Library Services Agreement: ZVML

This draft Memorandum of Understanding, prepared by South Shore Public Libraries (SSPL), is pending final approval by their Board. Their work to inventory the book collection began on February 13, 2026.

Motion #26:009: Chair Pauley moved; Commissioner T. Mulrooney seconded: That the Chester Village Commission approve the “Library Services Agreement” with South Shore Public Libraries regarding the operation of the Zoé Vallé Memorial Library, pending the signing of the Intermunicipal Agreement with the Municipality of the District of Chester, and direct the Chair and Clerk/Treasurer to sign on its behalf.

Motion carried unanimously.

UPDATE: As the Intermunicipal Agreement is now in effect, the Library Services Agreement can proceed. SSPL Board approval is pending, once passed, the agreement will be posted publicly.

5.0 Adjournment

The meeting was adjourned at 3:12 pm.

Next Meeting(s)

- Monthly: Wednesday, Mar 18, 2026 @ 6:00 pm – Village office & Livestream

Commission Chair
Geraldine Pauley

Clerk/Treasurer
Heather McCallum

Schedule 4.1

AGREEMENT REGARDING THE GOVERNANCE, OPERATION, AND STEWARDSHIP OF THE ZOÉ VALLÉ MEMORIAL LIBRARY

THIS AGREEMENT made as of the 25 day of February, 2026.

BETWEEN:

**THE MUNICIPALITY OF THE DISTRICT OF CHESTER,
a municipal body corporate continued under the Municipal Government
Act (Nova Scotia)
(the “Municipality”)**

- and -

**THE VILLAGE OF CHESTER COMMISSION,
a body corporate incorporated pursuant to Chapter 101 of the Acts of 1935
and continued under Part XVIII of the Municipal Government Act (the
“Village”)**

RECITALS

- A. The lands and buildings municipally known as 63 Regent Street, Chester, Nova Scotia (the “Library Lands”) are subject to a Warranty Deed dated January 5, 1928 (the “Warranty Deed”), which establishes charitable and trust-like obligations.
- B. The Warranty Deed expresses the intention that the Library Lands be used and maintained as a public library and civic and community centre and the Municipality has been carrying out those trust provisions.
- C. The Municipality issued a Request for Proposals seeking a community-based organization to assume governance and operations of the Zoé Vallé Memorial Library.
- D. The Village submitted a proposal dated October 20, 2025 (the “Proposal”), which was accepted by the Municipality.
- E. The Municipality and the Village are authorized under Section 60 of the *Municipal Government Act* to enter into Agreements to carry out municipal service such as a Public Library.

1. PURPOSE AND INTERPRETATION

1.1 The purpose of this Agreement is to implement the accepted Proposal, ensure compliance with the Warranty Deed, and establish long-term governance, operation, and

stewardship of the Zoé Vallé Memorial Library and said Agreement shall constitute an Intermunicipal Agreement pursuant to Section 60(1) of the *Municipal Government Act*.

1.2 This Agreement shall be interpreted consistently with the Warranty Deed, and nothing herein shall derogate from its purposes.

2. APPOINTMENT AND AUTHORITY

2.1 The Municipality hereby appoints the Village as the governing and operating body of the Zoé Vallé Memorial Library.

2A.1 Ownership Retained.

The Municipality shall at all times retain legal title to the Library Lands located at 63 Regent Street, Chester, Nova Scotia ("Library Lands") subject to the provisions of this Agreement.

2A.2 Grant of Lease.

The Municipality hereby leases the Library Lands to the Village commencing upon the execution of this Agreement. The Lease shall permit the Village to occupy, govern, operate, and manage the Library Lands solely for purposes consistent with this Agreement and the Warranty Deed and for such other community purposes as may be determined from time to time.

2A.3 Nature of Lease.

The Lease is a net, non-transferable ground lease unless otherwise agreed in writing. The Village shall be responsible for all routine maintenance, together with any capital improvements or repairs, insurance, operations, and compliance obligations as set out in this Agreement. Fire and liability insurance shall name both the Municipality and the Village as named insured.

2A.4 Option for Mutual Transfer of Title.

The Municipality and the Village may, at any time during the Term, mutually agree in writing to transfer legal title to the Village or another entity, subject to:

- (a) compliance with all requirements of the *Municipal Government Act*;
- (b) conformity with the provisions of the Warranty Deed;

For clarity, the Village has no unilateral right to demand transfer of title.

2A.5 Upon termination of the Agreement, all possessory rights automatically revert to the Municipality without compensation, subject to the obligations of the Warranty Deed.

2.2 The Village accepts responsibility for governance, library operations, and stewardship of the Endowment in accordance with this Agreement.

2.3 Should a transfer of legal title occur under Section 2A.4, the Village acknowledges and agrees

that it would accept title strictly subject to the Warranty Deed and all associated trust-like obligations that run with the Library Lands. At that time the Lease provisions of this Agreement would expire but the balance of this Agreement would remain in full force and effect with all necessary adjustments to reflect the transfer of title.

3. INCORPORATION OF PROPOSAL

3.1 The documents attached as Schedule “A” consist of:

(a) the Call for Proposals issued by the Municipality regarding governance, operation, and stewardship of the Zoé Vallé Memorial Library; and

(b) the Proposal submitted by the Village in response to the Call for Proposals, which Proposal was accepted by the Municipality.

Together, these documents form part of this Agreement.

3.2 In the event of conflict, this Agreement prevails.

4. COMPLIANCE WITH WARRANTY DEED

4.1 The Village shall maintain the Library Lands in suitable repair and condition, while preserving the historical character of both the buildings and the property. The Village shall use the Library Lands to conduct a public library and civic and community centre, including village offices.

4.2 The Zoé Vallé Endowment Fund shall only be used by the Village for purposes consistent with the provisions of the Warranty Deed.

4.3 While the Lease is in effect, the Village shall not undertake any structural alteration, capital reconstruction, or major rehabilitation project exceeding \$100,000 without the Municipality’s prior written consent. All heritage requirements, building codes, and planning approvals remain the Municipality’s jurisdiction.

4.4 Given the historical significance of the Library Lands, all work must comply with applicable heritage bylaws or provincial heritage legislation. The Municipality retains authority to require preservation measures consistent with the Warranty Deed.

5. GOVERNANCE AND ACCOUNTABILITY

5.1 Governance shall be exercised through the Village Commission.

5.2 The Village shall adopt policies respecting library services, finances, and endowment stewardship.

5.3 The Village shall provide the Municipality with annual audited financial statements and an annual report for information purposes only, demonstrating compliance with this Agreement.

These statements shall include specific details on the status, transactions, and current value of the Endowment Fund, as well as confirmation of insurance in force.

For clarity, receipt of such reports by the Municipality shall not constitute approval, oversight, or governance of the Village's management of the Library Lands or the Endowment.

6. FINANCIAL RESPONSIBILITIES

6.1 The Village shall assume responsibility for all operating and capital costs associated with the Physical Plant, including the buildings, structures, and grounds located on the Library Lands. The Village agrees to maintain the Library Lands to a suitable standard as required by Municipal body which is making those lands available for public use.

6.2 The Endowment shall be maintained as a separate fund and used only for library programs and major repairs.

6.3 The Municipality shall have the right to require annual independent financial audits of the Endowment and to review Endowment investment policies for consistency with trust obligations.

6.4 The Village shall not encumber, pledge, or use the Library Lands or Endowment as security for any debt. No mortgages, liens, or charges may be registered against the property.

7. STAFFING AND PARTNERSHIPS

7.1 The Village may employ staff or engage contractors.

7.2 The Village may enter into partnerships with South Shore Public Libraries or similar organizations.

8. TRANSITION

8.1 Operational control shall vest in the Village following the Transition Period.

8.2 Interim custodial arrangements may be implemented if required.

9. TERM AND TERMINATION

9.1 This Agreement shall remain in effect from year-to-year unless terminated as permitted under this Agreement.

9.2 Either party may terminate this Agreement and the Lease for material breach following

written notice and reasonable opportunity to cure.

For the purposes of this Agreement, a material breach includes, but is not limited to:

- (a) the Village being unable or unwilling to fulfil the obligations imposed by the Warranty Deed or associated trust conditions;
- (b) continued operation under this Agreement is no longer viable,
- (c) misuse of the Library Lands inconsistent with this Agreement;
- (d) failure to maintain insurance; or
- (e) failure to remedy significant safety, structural, or regulatory non-compliance.

9.3 Upon termination of this Agreement, both governance and any possessory or leasehold interests granted herein shall revert to the Municipality, and all rights of the Village under this Agreement shall cease, subject always to the obligations of the Warranty Deed.

10. INDEMNITY AND INSURANCE

10.1 The Village shall indemnify and hold harmless the Municipality from all claims for injury or damages arising this Agreement and lease of the Library lands.

10.2 The Village shall maintain insurance consistent with municipal standards.

10.3 The Municipality shall be named as an **additional insured** on all liability and property policies in place for the property.

11. GENERAL

11.1 This Agreement supersedes and replaces the 2005 Agreement between the Municipality and the Trustees of the Zoé Vallé Memorial Library, as well as any other prior agreements relating to the governance or operation of the Library, except for the 2009 Agreement between the Municipality and Saint Stephen's Anglican Church concerning the continued use of the drilled well located on the Library Lands.

The Village agrees to assume the Municipality's obligations under the 2009 Agreement as part of its stewardship responsibilities for the Library Lands.

11.2 Governing Law: Nova Scotia.

11.3 Amendments must be in writing.

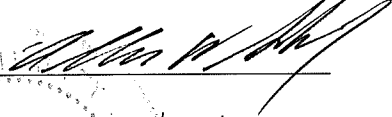
11.4 The Village may not assign the Lease, sublease any portion of the Library Lands, or enter occupancy agreements with third parties without the Municipality's prior written consent. Partnership agreements (e.g., with SSPL) are permitted for programming but not for occupancy unless approved.

11.5 Disputes shall first be addressed through senior administrative negotiation, then mediation, before litigation is pursued.

12. EXECUTION

IN WITNESS WHEREOF the parties have executed this Agreement.

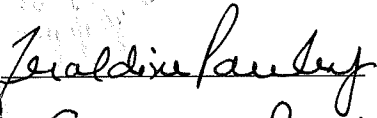
THE MUNICIPALITY OF THE DISTRICT OF CHESTER

Per: 

Name: *Allen Webber*

Title: *Warden*

THE VILLAGE OF CHESTER COMMISSION

Per: 

Name: *Geraldine Pauley*

Title: *CHAIR*

SCHEDULE “A” – ACCEPTED PROPOSAL

Village of Chester – Zoé Vallé Memorial Library Proposal dated October 20, 2025 (attached by reference).

Document available here:

<https://villageofchesterns.ca/town-documents/1988-village-of-chester-zvl-proposal-20-oct-2025-pdf.html>

SCHEDULE “B” – WARRANTY DEED (1928)

Key trust provisions from the Warranty Deed dated January 5, 1928, respecting use, maintenance, insurance, and community purpose (attached by reference).

Document available here:

<https://villageofchesterns.ca/town-documents/1998-1928-01-05-zvml-warranty-deed-w-modc-pdf.html>