

**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.

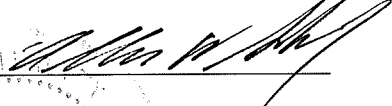
11.4 The Village may not assign the Lease, sublease any portion of the Library Lands, or enter occupancy agreements with third parties without the Municipality's prior written consent. Partnership agreements (e.g., with SSPL) are permitted for programming but not for occupancy unless approved.

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.

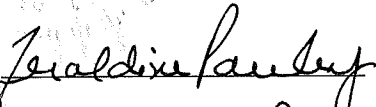
THE MUNICIPALITY OF THE DISTRICT OF CHESTER

Per: 

Name: *Allen Webber*

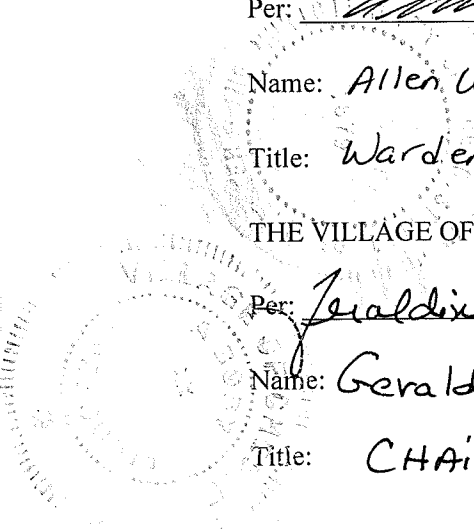
Title: *Warden*

THE VILLAGE OF CHESTER COMMISSION

Per: 

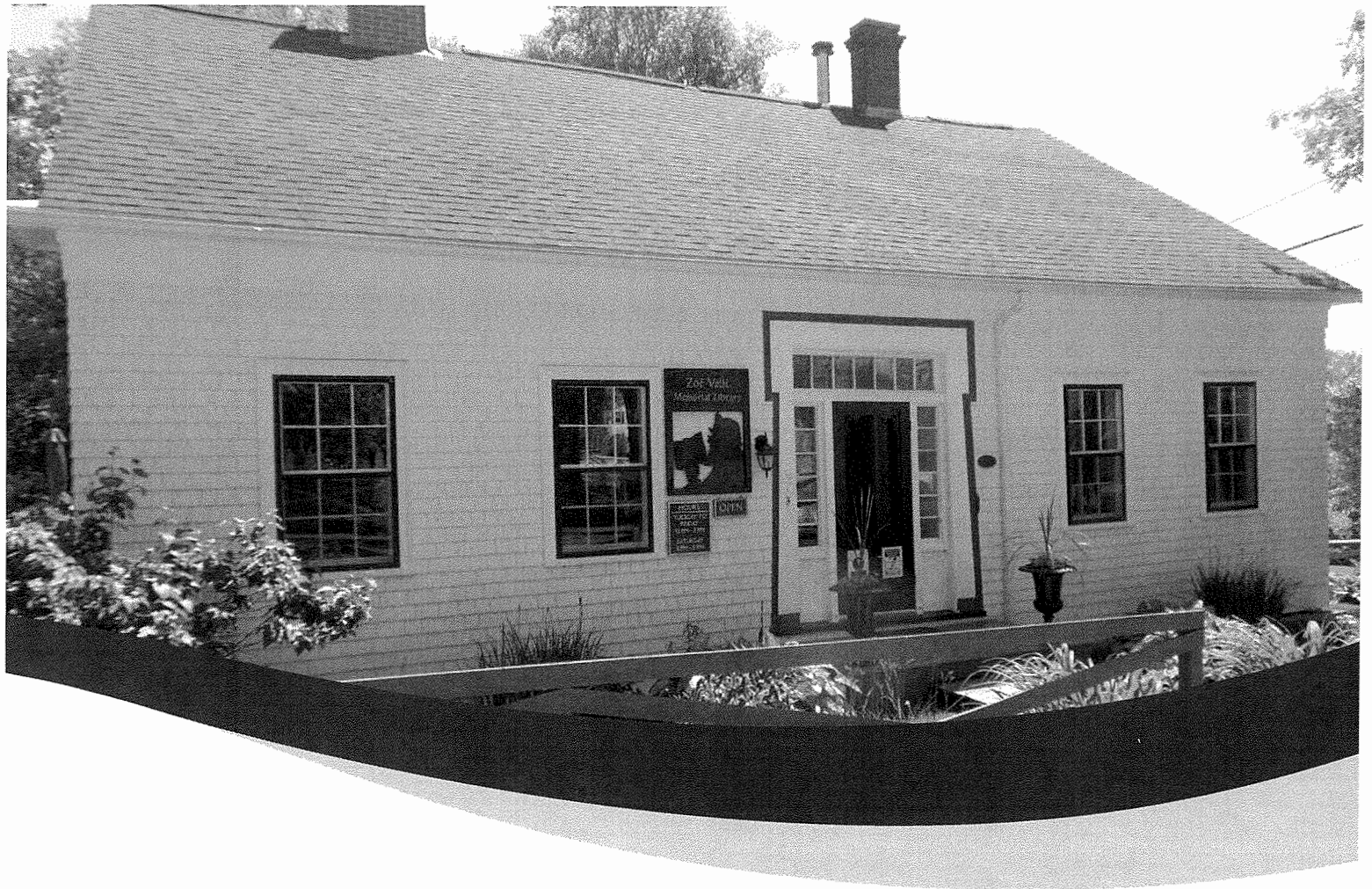
Name: *Geraldine Pauley*

Title: *CHAIR*



SCHEDULE "A" – ACCEPTED PROPOSAL

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



# ZOÉ VALLÉ MEMORIAL LIBRARY PROPOSAL

October 20, 2025



Village of  
Chester

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## Vocabulary Notes

When short forms for longer names of organizations or other matters are used, the full text is used in the document first, followed by the short form to be used in brackets. For example: Zoé Vallé Library (ZVL or "the library").

### **Text abbreviations commonly used in this document:**

- The Village of Chester Commission ("the Commission" or "the Village")
- The Municipality of the District of Chester ("MODC" or "the Municipality")
- The Zoé Vallé Memorial Library (the "Zoé Vallé Library" or "ZVL" or "the library")
- The Zoé Vallé Library Trustees ("the Trustees")
- The Zoé Vallé Library Endowment Fund ("the Endowment", "the Trust")
- The Municipal Government Act ("the MGA")
- The South Shore Public Library ("the SSPL")

## **a) Cover Letter – Statement of Interest**

The Village of Chester Commission is pleased to reply as an Applicant to the recent **Request For Proposals (RFP)** regarding the Transfer from the Board of Trustees of the Zoe Valle Memorial Library of the Governance, Operations and Stewardship Responsibilities of the Zoé Vallé Memorial Library to a Community Based Organization.

The Village of Chester Commission (the Commission) is an elected government body incorporated by Chapter 101 of the Acts of 1935 and subject to the Nova Scotia *Municipal Government Act* (MGA). It is the Commission's mission to serve the community with programs and services appropriate within its legislated mandate, and which serve the public interest. Under Chapter 18, "Villages" of the MGA, Section 423 (1) (t) explicitly gives Villages the power to operate "public libraries."

The Zoé Vallé Memorial Library is an important community asset, and one which the Commission envisions as a vital partner to serve the wider Chester community.

To ensure the ZVL has the best professional library expertise, the Commission has opened preliminary discussions with the South Shore Public Library (SSPL). Should the Commission be the successful applicant to the ZVL RFP, it is our intention to pursue a partnership with SSPL to bring proven systems to the daily operations of the library.

The Commission is prepared to move its offices into the Zoé Vallé Memorial Library location at 63 Regent Street, Chester, and to assume all normal operating financial costs of the physical plant, thereby ensuring the ZVL Endowment Fund is used for the clearly defined purposes which include, but are not limited to, library programs and services, and for significant physical plant repairs should they be needed as allowed for under the Zoé Vallé Library Warranty Deed.

The Village of Chester Commission's vision is to continue the vital community role of the Zoé Vallé Memorial Library, as directed in the Warranty Deed, to provide the Chester community with a "Public Library and civic and community centre with appropriate books and appurtenances."

## **b) Organizational Profile – History, Mission, and Governance Structure**

The Village of Chester first appeared in recorded history of North America in 1759 and has played a significant role in the shipbuilding, fishing, and import/export industries of Nova Scotia's South Shore since that time. The Village of Chester was incorporated by Chapter 101 of the Acts of 1935. The Village Commission, its governing body, operates under the Nova Scotia *Municipal Government Act* (MGA).

The Commission consists of five (5) elected Commissioners, chosen by qualified Village electors to serve three (3)-year terms on a rotating basis. The administrative staff includes two employees: a full-time Administrator (formally titled Clerk/Treasurer, as required under the MGA) and a part-time Administrative Assistant.

The mission of the Village of Chester Commission is to provide residents with high-quality programs and services while representing their interests within the broader structures of municipal and provincial governance.

A key priority of the Commission is to ensure that the men and women who volunteer with the Chester Volunteer Fire Department are equipped with the best possible tools and training to perform their duties safely and effectively. The Commission shares responsibility with the Municipality of the District of Chester for the financial and administrative oversight of the Chester Fire Service Committee, which supports the operations of the Chester Volunteer Fire Department.

The Commission, as part of its governance responsibilities, ensures that all Village operations comply with established Nova Scotia legislated Accessibility Standards. In addition, the Commission has adopted the strict Code of Conduct for Elected Officials recently enacted by the Government of Nova Scotia.

The Commission administers a wide range of community programs and services, including the operation of the Lido Pool, public washrooms, all village streetlights, and crossing guard services. It manages rodent control, seasonal green bin collection, beautification and tourism initiatives, and provides grants to local non-profit organizations for community events. The Commission also operates the Chester Visitor Information Centre, located in the historic Chester Train Station.

As an incorporated Village under the *Municipal Government Act*, one of its authorized community responsibilities is the operation of a public library—a potential role it values as a vital component of our community's life.

## **c) Experience & Capability – Relevant Track Record**

The Village of Chester Commission (the Commission) brings to the Zoé Vallé Library's Request for Proposals (RFP) a wealth of experience, skills, and organizational capability.

### **Administrative Depth**

- The Commission has a long and successful history of managing programs and services since its incorporation in 1935.
- It maintains a strong record of prudent fiscal management and possesses a thorough understanding of how to manage both special and reserve funds.
- While municipal Finance Condition Indicators are not required for villages, the Commission is aligned with its guidelines.
- This financial expertise translates directly into the ability to effectively manage the Zoé Vallé Library (ZVL) Endowment Fund and to administer the specialized financial and receipting requirements associated with ZVL's charitable designation.
- The Commissioners and staff have significant experience with municipal and provincial permitting processes related to the management of structures, services, and programming.
- The Commission has initiated discussions with the South Shore Public Libraries (SSPL), which has expressed readiness to partner with the Commission to ensure the professional administration of all aspects of ZVL operations. (See Appendix 2, page 24)

### **A Commitment to Community Service**

- The Commission has an established and ongoing record of dedicated community service.
- Under the *Municipal Government Act (MGA)*, Chapter 18, Section 423(1)(t), community libraries fall explicitly within the Village of Chester's service mandate.

### **Experience in Program and Service Development and Operations**

- The Commission has a proven history of initiating and implementing new projects in collaboration with community members and subject-matter experts. It has successfully developed program mandates, operational models, and administrative procedures, and has managed these programs with efficiency and responsiveness.

- The Commission is adept at navigating an evolving regulatory environment and possesses the administrative capacity to respond to such changes promptly and effectively.

## d) Governance Plan – Structure, Policies, Accountability

### Structure

The Zoé Vallé Memorial Library Warranty Deed, now approaching its centenary, contains provisions that may require legal review to integrate with, or operate in partnership with, the existing governance framework of the Village of Chester Commission.

The Warranty Deed's stated purpose is to provide and maintain a vibrant community library and civic space for the benefit of the Chester area.

The Village of Chester Commission is prepared to identify and implement the appropriate legal mechanisms to align its governance structure with the purposes set out in the Warranty Deed:

*"... to maintain the grounds and building hereby conveyed in suitable and proper condition and repair ... and shall keep that building or buildings located thereon properly insured against loss by fire, and shall conduct thereon and therein a Public Library and civic and community center, with appropriate books and appurtenances; ..."*

The Commissioners are committed to working collaboratively with our legal counsel, the legal representatives of the current Trustees, and the Municipality of Chester to establish a legally sound framework ensuring that the core intent of the Warranty Deed is both preserved and implemented for the long term under the auspices of the Commission.

Should the Commission be the successful applicant under the RFP, we are prepared to assume custody of the Library immediately at the conclusion of the Transition Period.

If legal revisions are still in progress at that time, the Commission is willing to accept temporary custody of the Zoé Vallé Library under interim legal arrangements mutually agreed upon by the respective legal teams of the Commission, the Trustees, and the Municipality.

### Accountability

- **Financial:** The Commission will provide fully audited financial statements for review by the Municipality and the public at the end of each fiscal year.

- **Governance:** The Commission will establish any committees or management structures required for endowment fundraising and related financial stewardship. These committees will be adequately staffed to ensure full transparency and compliance with all applicable municipal governance and financial regulations.

## **Policies**

The Village of Chester Commission operates all their administrative and financial operations as prescribed by law, supplemented with explicit policy prescriptions fully available for public examination.

The Commission undertakes to create, where absent, similar administrative and financial policies for the ZVL administrative and financial operations, and to keep those policies up to date with appropriate current municipal, provincial and federal laws and regulations.

For library programs and services policies, the Commission has initiated discussions with the South Shore Public Libraries (SSPL). Should the Commission be selected as the successful applicant in the ZVL RFP, the library will be operated as much as possible in accordance with generally accepted public library standards, under the guidance of SSPL.

## e) Operational Plan – Staffing, Volunteers, Programs, and Services

### Staffing and Volunteers

#### Managing the Physical Plant – Paid Commission Staff

- Commission staff will manage the day-to-day operations of the physical plant, including the Library building, the Lightfoot Tower, and the surrounding grounds.
- Commission staff will administer all daily financial obligations related to the physical plant.

#### Library Staffing and Volunteers – Evolving Model

- During the **initial transition period** from the Trustees to the Commission, library programs will be administered through a combination of Commission staff, volunteers, and a part-time ZVL administrator hired through the Endowment Fund.
- **The vision** is to have a full-time ZVL Administrator to oversee all aspects of the Zoé Vallé Memorial Library programs and services, separate from the physical plant. This will include the fund-raising component, all ZVL community programs and services, and support for the anticipated SSPL library personnel. The ZVL Administrator will work in partnership with Commission staff, but will report independently to the Commission.
- **Bank Accounts and Financial Records:** During the transition period Commission staff will set-up and administer the ZVL bank account and Endowment Fund account and/or investment vehicle and maintain the financial and banking records for the library component under the oversight of the Commission.
  - Note: It is likely the Commission staff will always have the responsibility for day-to-day record keeping and bank account record keeping. Financial policies, and the financial and banking components for ZVL, will evolve over time in consultation with legal and accounting professionals to ensure compliance with CRA Charitable Registration regulations, and as ZVL committees and staffing models are created and expanded.
- **A part-time ZVL Administrator:** The key roles of the part-time ZVL administrator during the first few months after the transition, should the Commission be the successful applicant, will be to:

- Provide the staffing support to ensure the public aspects of the Library component get up and running as quickly as possible.
  - Support the ZVL Trustees during the transition period should it be determined that the Trustees must remain **temporarily** in place until final financial and administrative models are established to satisfy CRA requirements.
  - Guide the establishment of any new committees deemed appropriate, especially a ZVL Endowment fund-raising committee.
  - Develop a job description for a full-time ZVL Administrator. Find a grant (or grants) or other funding resources to support full-time, long-term ZVL staffing, including the costs of librarians provided by the South Shore Public Libraries.
  - Shepherd the partnership with the South Shore Public Libraries to ensure professional library services for the community.
  - The ZVL Administrator works in partnership with Commission staff, but reports to, and is responsible to, the Commission, not Commission staff.
    - Note: This is another area where clear policy must be developed as the ZVL library component matures and expands its library programs and services.
- **South Shore Public Libraries (SSPL)** has expressed a strong interest in developing a collaborative relationship with ZVL. Should this partnership proceed, the ZVL will benefit from SSPL's established infrastructure, including:
    - A high level of public trust and brand recognition;
    - An experienced professional staff team;
    - Access to a wide range of programming and collection resources, including the province-wide *Same Page* collections;
    - Established policies, governance structures, and staff training programs.
  - As the community's needs for programs and services become clearer, and as grant opportunities (some already identified) and fundraising initiatives progress, the Commission expects to expand its paid ZVL staffing complement.
  - A **ZVL Volunteer Team** will be developed and supported through training and coordination with SSPL.

## Programs and Services

The Village of Chester Commission envisions a vibrant and inclusive range of programs and services for the Zoé Vallé Library. Initially, the Commission will reinstate any previous programs known to have operated successfully and will reach out to community groups and organizations that have historically used the property.

## Immediate Vision

1. **Lending Library:** Re-establish a lending library while developing a cataloguing and indexing system for the existing book collection.
2. **Collaborate with the South Shore Public Libraries:** Bring professional library standards to the ZVL.
3. **Public WiFi and Computer Access:** Provide reliable WiFi and computer access for public use, with future plans for community user support and digital literacy training as needs are identified.
4. **Community Use of Facilities:** Actively engage with local organizations through direct outreach and social media to encourage the use of the ZVL house, gardens, and Lightfoot Tower, thereby increasing community participation as well as potential income for the Endowment Fund.
5. **Children's Programs:** Establish a pre-school story and playtime hour. Research and establish other programs for school-age children.
6. **Recreation and Social Activities:** Investigate possible community programming and implement as quickly as possible. Suggestions have included a games room, a seniors' social hour, author readings, access to a computer/internet service with or without training as needed. We are open to all suggestions and possibilities within reason.

## Intermediate Vision

- Conduct community outreach to identify additional programs and services desired by residents and stakeholders.
- Develop the necessary funding and administrative structures to support these new initiatives.
- Enhance the Library's professional standards through collaboration with the South Shore Public Libraries.

## **f) Infrastructure & Compliance Plan – Safety and Code Measures**

The Village of Chester Commission – comprising both the elected Commissioners and Commission staff– fully recognizes the necessity of complying with all municipal, provincial, and federal safety and legal requirements, including adherence to applicable building and safety codes.

The Commission affirms its commitment to exercising due diligence in all activities requiring permits, approvals, or compliance with any legal or regulatory obligations at any level of government.

## **g) Financial Plan – Budget, Fundraising, and Endowment Stewardship**

### **Budget**

It is the intention of the **Village of Chester Commission** to relocate its offices to the **Zoé Vallé Library** building. This will ensure an immediate, active and welcoming presence within the Library for the community during regular daytime hours. Evening and weekend hours will be added as quickly as possible, and as funding permits.

From a financial perspective, the Commission will treat the routine operating expenses for the building and grounds (the *physical plant*) as part of its normal operating budget for office expenses (see the proposed budget included herein, *Appendix 1*). Administrative functions will continue to be managed by Commission staff.

These normal operating expenses will include:

- Heating and electrical utilities
- Telephone and internet services
- Cleaning and janitorial services
- Light maintenance and repairs
- Groundskeeping and landscaping
- Other incidental costs required to operate the physical plant (the House and the Lightfoot Tower) at **63 Regent Street, Chester, Nova Scotia**

The **Zoé Vallé Endowment Fund** is envisioned to support only two categories of expenditure:

- Costs directly associated with Library programs and services deemed desirable for/by the community; and
- Major repairs or restorations beyond the scope of regular maintenance for the buildings located at 63 Regent Street.

At this preliminary stage, it is not possible to present a specific, detailed budget for library activities. There is substantial potential for increasing financial support through grants, fund-raising, and library partnerships. We have complete financial statements for the prior five (5) fiscal years and will work forward with these as a baseline.

Should the Commission's application under the RFP be successful, discussions will continue with the **South Shore Public Libraries (SSPL)** to determine possible

avenues of financial participation in Library programs and services. The SSPL has already expressed strong interest in supporting the Library component.

Regardless of the outcome of these discussions with SSPL, the Commission remains committed to expanding Library programming and ensuring the necessary financial capacity to meet community needs and expectations.

## **Fundraising**

As a local government operating under the **Municipal Government Act**, the Commission cannot engage directly in fundraising activities. Nor does it require additional fundraising beyond its normal financial resources to sustain ongoing programs and services within a sound fiscal framework.

Accordingly, any fundraising activities undertaken – should the Commission be the successful applicant – will be directed solely toward enhancing **the Zoé Vallé Library Endowment Fund**.

The Commission has consulted with its legal and accounting advisors regarding potential mechanisms to establish a **Zoé Vallé Library Endowment Committee** under the auspices of the Commission. This Committee would be authorized to raise funds for the Endowment Fund in a manner consistent with **Canada Revenue Agency (CRA)** requirements for charitable donations.

Revenue generated by the Committee's activities—whether or not directly related to Library functions (for example, renting a room to the Chester Art Centre for classes) – will be deposited into the **Zoé Vallé Library (ZVL) bank account**.

This ZVL bank account will serve as the administrative budget line for Library-specific activities, programs, and services. While Endowment Fund capital may be used initially upon the transfer of administrative responsibility, the long-term intention is for ongoing ZVL fundraising to support regular Library programming.

The ZVL Account will be administered according to standard Commission financial procedures, with full budgeting, recordkeeping, and accountability. Any year-end surplus will be transferred to the Endowment Fund.

The Commission Chair and Clerk/Treasurer have met with the **Treasurer of the Municipality of the District of Chester (MODC)** to confirm the financial framework for these arrangements under the *Municipal Government Act*. The Municipality

already employs a suitable model for such transactions that can be replicated, eliminating the need to develop new systems.

Furthermore, the **Clerk/Treasurer** for the Commission has direct experience with this financial structure, serving as Administrator for the recently established **Chester Fire Services Committee**, which implemented similar fundraising and accounting methodologies.

### **Endowment Stewardship**

The Commission's vision for stewardship of the **Zoé Vallé Library Endowment Fund** is to maintain it as an interest-bearing investment account, with annual deposits as outlined above and with controlled, well-defined use of both the interest and capital.

## **h) Community Engagement Strategy – Stakeholder Involvement**

The essence of the Zoé Vallé Memorial Library Warranty Deed is to express the family's clear intention that the building, grounds, and Endowment Fund be used to "...conduct thereon and therein a Public Library and civic and community center with appropriate books and appurtenances..." for the benefit of the wider Chester community.

These community members are the true stakeholders, and the Village of Chester Commission is committed to involving them at every stage of the library's ongoing development as a vibrant and responsive community library and civic centre.

The Commission is dedicated to engaging the wider Chester community to help shape the future of the Zoé Vallé Memorial Library to ensure that its programs, services, and initiatives reflect community needs and aspirations.

We will employ all available tools to ensure consistent and meaningful community outreach. This will include identifying desirable programs and services and continuously evaluating and adapting offerings as community needs evolve.

To attract public participation in both library use and governance, the Commission will draw on a variety of engagement methods, including but not limited to public meetings, surveys, social media, newsletters, the creation of a *Friends of Zoé Vallé Library* association, author readings, and outreach through traditional media such as television, radio, and print.

The Commission remains open to any additional ideas that may encourage public input, creativity, and involvement in shaping the library's future.

## i) Transition Plan – Handover from Current Trustees

The Village of Chester Commission is prepared to commence the transition process, as proposed in the RFP, beginning on **24 November 2025**, with the goal of completing the transition by **30 January 2026**.

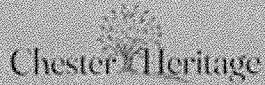
The Commission acknowledges that certain legal matters may require additional time to finalize. In such cases, the Commission is willing to assume **guardianship of the Zoé Vallé Memorial Library** through any legally appropriate means until all formal requirements have been completed.

The transition process is understood to include the following elements:

- **Transfer of Administrative and Financial Responsibility** - Oversight of the administration and finances of the physical plant at 63 Regent Street, including the buildings, agreed-upon contents, and property, will transfer from the Trustees to the Commission.
- **Relocation of Commission Offices** - The Commission will relocate its office headquarters to 63 Regent Street on or before 30 January 2026, but not prior to 24 November 2025, as mutually agreed between the Trustees and the Commission.
- **Reopening of the Library** - The Commission will reopen the library to the public no later than 30 days following 30 January 2026, or sooner if administratively feasible.
- **Transfer of the Endowment Fund** - The Endowment Fund will be transferred from the Trustees to the Commission on the agreed-upon date, if possible. Should legal formalities require additional time, the Commission is prepared to continue in partnership with the Trustees and the Municipality of the District of Chester until the transfer is fully finalized.
- **Ongoing Collaboration** - The Commission welcomes discussion on any additional transition considerations and is committed to meeting all reasonable expectations in good faith.

**j) References – at least three (3)**

1. **Chester Municipal Heritage Society**
2. **Nateleen Zinck**—long-time ZVL Donor and Volunteer
3. **Jocelyn Cameron**—trained librarian and ZVL Volunteer



133 Central Street, Box 628  
Chester N.S B0J 1J0

October 17, 2026

Ms Geraldine Pauley, Chair  
Chester Village Commission  
Pleasant Street, Chester, NS B0J 1J0

Dear Ms Pauley,

The Chester Municipal Heritage Society is providing this letter in support of the Village of Chester Commission's application to take on the administration of the Zoe Valle Library. We believe they will preserve the library as a vital community asset, and that the Village Commission has the ability to manage and ensure its on-going presence in the village.

The Heritage Society is committed to providing assistance and co-operation with the Village Commission in maintaining the library and its heritage for future generations. We are happy to welcome them to the area we call Heritage Corner and to offer support for this application.

Yours truly,

Carol A. Nauss, Chair  
Chester Municipal Heritage Society

**Nateleen and Maurice Zinck**  
227 Marriotts Cove Road East  
Chester Basin, NS B0J1K0

902-483-5175

October 18, 2025

To:

The Trustees of the Zoe Valley Library

**Subject: Support for the Continued Operation of the Zoe Valley Library**

Dear Trustees,

Thank you for your ongoing stewardship of the Zoe Valley Library in Chester. This library has long held the potential to be a valuable community resource, and we are pleased to see renewed interest in keeping it open and extending its hours of operation. We believe the Chester Village Commission is well positioned to take on this important role.

Our family has a longstanding connection to the Library, particularly through involvement with the children's collection. Many years ago, Annie Stanford Evans (Zinck) was a member of a group of young women in Chester known as the CHUMS. When one of their members, Merle Stanford, passed away at a young age, the group established a fund in her memory to purchase children's books for the Zoe Valley Library. The money was entrusted to the Municipality of Chester to invest, with the interest used to purchase books for local families to borrow.

Over the years, the responsibility for selecting and purchasing these books has been passed down within our family. Nateleen Zinck, Annie's daughter-in-law, currently oversees this task and continues the family's commitment to supporting the Library's children's collection. Nateleen has no objection to these funds being used for improved technology or programming as long as it benefits the children of the community.

We are strongly committed to ensuring that the Zoe Valley Library remains open and accessible to the community. We fully support the Chester Village Commission's efforts to assume responsibility for its operation. The Commission has the resources, community connections, and expertise to enhance the Library's role as a vibrant and inclusive community space.

Thank you for your consideration and for your dedication to preserving this important part of Chester's heritage.

Sincerely,

Nateleen and Maurice Zinck

From: **Jocelyn Cameron** <waynejocelyncameron@gmail.com>

Date: Fri, Oct 17, 2025, 8:49 p.m.

Subject: Re: Zoe Valle Library

To: Geraldine Pauley <pauleygf@gmail.com>

Dear Geraldine,

At your request, I would like to submit this letter to the ZV Trustees:

Dear Trustees,

It was my pleasure to volunteer at the library for several days this past August. Its sudden closure in September has been, as you are no doubt aware, a severe disappointment to many. However, I have reason to be encouraged in speaking with Geraldine Pauley of the Village Commission, an organization with a well-established reputation of faithful community service. I welcome their plans to energize the library operation by providing ongoing finances, maintenance and direction for both the library and the garden.

As a veteran librarian, I recommend that the Commission be enabled, in yet another arena --The Zoe Valley Library--to continue benefiting the community.

Warmly,

Jocelyn Cameron

## **Appendices**

1. **VOC Budget Projection**—2025/26 Q4 and 2026/27
2. **Shore Public Libraries**—Description of Partnership Potential

# Appendix 1

Village of Chester Commission  
 ZOE VALLE MEMORIAL LIBRARY (ZVL)

## Preliminary Operations Budgets: 2025/26 (Q4 only) & 2026/27

Oct 20, 2025

\*The ZVL fiscal year should be adjusted to match Village fiscal year end date of March 31st.

\*Red text indicates Village financial contribution and Village-paid expenses.

\*The Village would take responsibility for the ZVL on Jan 30, 2026, per the RFP.

	<b>Estimated 2025/26 Q4 (Jan-Mar '26)</b>	<b>Estimated 2026/27 (Apr '26-Mar '27)</b>	
<b>REVENUE</b>			<b>1</b>
<b>Village of Chester</b>	<i>(2 months)</i>		
Village Allocation (Current rent)	3,382	20,718	<b>2</b>
<b>Village Revenue Subtotal</b>	<u>3,382</u>	<u>20,718</u>	
<b>ZVL Trust</b>	<i>(3 months)</i>		
Donations	0	5,000	<b>3</b>
Investment Income	1,250	5,000	<b>4</b>
Grants		TBD	<b>5</b>
Reserve Funds	1,600	1,800	<b>6</b>
<b>Trust Revenue Subtotal</b>	<u>2,850</u>	<u>11,800</u>	
<b>TOTAL REVENUE</b>	<u><b>6,232</b></u>	<u><b>32,518</b></u>	
<b>EXPENSES</b>			<b>7</b>
<b>Physical Plant Operations - Village</b>			
Building Maintenance	1,125	4,500	<b>8</b>
Heat	2,000	6,000	<b>9</b>
Power	567	1,700	<b>10</b>
Property Tax (Waste collection fee)		1,200	<b>11</b>
Bank Charges	45	180	<b>12</b>
Moving Costs		3,500	<b>13</b>
<b>Village Expenses Subtotal</b>	<u>3,737</u>	<u>17,080</u>	
<b>Library Operations - ZVL Trust</b>			
Fundraising	500	3,000	<b>14</b>
Insurance		5,500	<b>15</b>
Marketing - Re-launch/Programming/Fundraising	350	3,000	<b>16</b>
Administrator (PT)	1,600	1,800	<b>17</b>
SSPL Librarian (PT)		TBD	<b>18</b>
Summer Student		TBD	<b>19</b>
<b>Trust Expenses Subtotal</b>	<u>2,450</u>	<u>13,300</u>	
<b>TOTAL EXPENSES</b>	<u><b>6,187</b></u>	<u><b>30,380</b></u>	

## REVENUE

- 1 \*Endowment Trust fund contains approx. \$196K as of Oct 1, 2025. Some building repairs are ongoing prior to handover.
- 2 Represents 2025/26 2 months and 2026/27 12 months of actual rental costs re-allocated to ZVL.
- 3 Assumes no donations remainder of 2025/26 while library is closed, and moderate success on re-opening in 2026/27 (based on post-pandemic average).
- 4 Interest earned by the Trust fund account; not the principal. Placeholder based on 5-year average.
- 5 Grants will be sourced by Village for the use of the Library. TBD at this time.
- 6 Trust fund principal to be moved to a Reserve investment account. The cost of a part-time library administrator (see Note #17) would come from this fund.

## EXPENSES

- 7 \*ZVL averages approx. \$30K annually to operate, according to Treasurer of ZVL Trust.
- 8 Maintenance budget based on the trend over past five years.
- 9 Heat is based on highest cost over the past five years.
- 10 Power is based on highest cost over the past five years.
- 11 Property is tax-exempt; waste collection fee only (based on Lido) property.
- 12 Banking fee placeholder is based on \$15/month.
- 13 Figure is a guess; this would be a one-time occurrence. If higher, the Village has an Operating reserve.
- 14 Allowance for fundraising events, etc.
- 15 Estimate for property and liability insurance provided by Treasurer of ZVL Trust.
- 16 Marketing allowance to promote the re-opening, programming, fundraising events, etc.
- 17 An administrator will be hired for 10 hours/week to coordinate getting library operations up and running in 2026: Feb-Mar (2025/26 fiscal) and Apr-May (2026/27 fiscal). Re-assessed at the end of May.
- 18 To be negotiated with South Shore Public Libraries as part of collaboration. Grant opportunities would be required.
- 19 Dependent on receiving a grant to offset costs.

## Appendix 2

### **South Shore Public Libraries: Partnership Potential**

DATE: October 7, 2025

TO: Geraldine Pauley; Heather McCallum

It was so nice meeting with you both yesterday. I'm really excited about the potential opportunity to provide SSPL services in the Zoe Valle.

Here are some figures for you to consider:

Our smallest branch (Greenfield) is open 10 hours a week, Liverpool 42, Lunenburg 49, and Bridgewater 56.

Our bookmobile serves New Ross, Barss Corner, and New Germany (combined) for 4.5 hours on Tuesdays, and Chester and Chester Basin for 6 hours on Wednesdays.

All of these branch and bookmobile hours are covered by the contributions from each municipal unit with which we have an agreement. More specifically, annual funding contributions for the 2025-26 fiscal year are:

Region of Queens	84,000
Municipality of Chester	85,700
Municipality of Lunenburg	199,700
Town of Bridgewater	66,500
Town of Lunenburg	18,600
Town of Mahone Bay	7,800

The Lunenburg Library branch, for example, is accounted for by the TOL contribution, as well as a portion of the MODL contribution, as each Town library branch serves residents of the surrounding areas (Riverport, Blockhouse, etc.). Same with the Bridgewater library, which serves residents of Hebbville, Wileville, Oak Ridges, etc.

To staff with one highly skilled, trained SSPL staff person, **each operational hour costs \$1,200 annually**. At the Zoe Valle, we could offer something along the lines of the following:

Two four-hour shifts per week (for example, 4-8 Tuesday evening and 10-2 Saturday morning, just as an example) for \$9,600/year in operational funding.

You can scale the hours from there, for example, if you wanted an additional morning, afternoon, Sunday hours, etc. of SSPL-provided staff.

We will investigate the possibility of a self-checkout machine to increase access outside these hours when Village staff are present; however, our Integrated Library System (i.e. the SSPL staff computer and the customer database program on it) are, legally, only available to SSPL staff (not Village staff or community volunteers). This is due to privacy agreements, licensing, and so on.

We are proposing that the collection costs (purchasing, cataloguing, processing), circulation technology (barcode scanners, access to Same Page network of libraries, Libby eBooks and eAudiobooks), and programming costs would all come out of the existing SSPL operational budget.

Again, I'm so excited about the potential here and look forward to working with you [if awarded]!

Ashley

Ashley Nunn-Smith (*she/her*)  
CEO & Chief Librarian  
South Shore Public Libraries  
Bridgewater, Nova Scotia





# Call for Proposals

## **Transfer of Governance, Operations and Stewardship Responsibilities of the Zoe Valle Memorial Library to a Community-Based Organization**

**Issued by:** *The Municipality of the District of Chester (Municipality), as Trustee under the Deed of Trust, in collaboration with the Board of Trustees of the Zoe Valle Memorial Library*

**Date Issued:** September 22, 2025

**Proposal Due Date:** October 20, 2025

### **1. Introduction**

The Zoe Valle Memorial Library (“the Library”) exists to serve residents and visitors by inspiring lifelong learning, fostering community connections, accessing knowledge, stories, and resources, and providing gathering spaces in accordance with best practices and laws governing non-profit organizations.

This Call for Proposals is issued by the Municipality in partnership with the Library’s Board of Trustees. The Municipality holds title to the Library property as Trustee under the original Deed of Trust. The Municipality intends to transfer title to a qualified community-based body corporate, which will hold the property in trust and assume governance, operations, and stewardship responsibilities in accordance with the Deed of Trust and any amended agreements.

The Municipality and the Library’s Board of Trustees are seeking proposals from qualified community-based organizations (“Applicants”) to transfer title, and assume governance, operations, and stewardship responsibilities—ensuring the original terms of the deed of Trust are carried out, while ensuring sustainability, compliance, and continued service to the public.

This Call for Proposals invites groups with the vision, capacity, and commitment to continue the Library’s legacy while addressing current governance and infrastructure requirements.

## **2. Purpose of the Call for Proposals**

The purpose of this Call for Proposals is to identify and select a Body Corporate to assume title to the Library property and take on governance, operations, and stewardship responsibilities. The successful Applicants will hold the property in trust and carry out the provisions of the original Deed of Trust, along with any additional requirements as directed by the Municipality.

The successful Applicants will:

- a) Assume ownership in trust, governance and operations in compliance with non-profit/community library standards.
- b) Uphold the Library's mission, vision, and values.
- c) Address operational, infrastructure, and compliance needs.
- d) Steward the endowment, property, and collections responsibly.
- e) Deliver sustainable, community-oriented programs and services.

## **3. Scope of Services and Responsibilities**

### **A. Governance & Accountability**

- a) Establish a governing Board with bylaws, policies, and ethical codes.
- b) Ensure transparent decision-making and accountability.
- c) Collect and report data on usage, finances, and program outcomes.
- d) Hold regular Board meetings and an Annual General Meeting.
- e) Create and manage annual budgets.

### **B. Operations & Management**

- a) Manage Library operations, volunteers, and programs.
- b) Prepare annual budgets, reports, and fundraising plans.
- c) Ensure compliance with legal and regulatory requirements.
- d) Provide strong administrative leadership and customer service.

### **C. Infrastructure & Compliance**

- a) Address safety violations and deficiencies.
- b) Ensure building code compliance.
- c) Develop a long-term facility maintenance and improvement plan.

### **D. Stewardship & Community Engagement**

- a) Safeguard, grow, manage, and administer the Library's endowment.
- b) Develop community-driven programs and partnerships.
- c) Engage stakeholders (municipality, donors, public).
- d) Maintain and expand collections and digital access.
- e) Provide free internet and computer resources.

#### **4. Proposal Submission Requirements**

Applicants must submit:

- a) Cover Letter – Statement of interest.
- b) Organizational Profile – History, mission, governance structure.
- c) Experience & Capacity – Relevant track record.
- d) Governance Plan – Structure, policies, accountability.
- e) Operational Plan – Staffing/volunteers, programs, services.
- f) Infrastructure & Compliance Plan – Safety and code measures.
- g) Financial Plan – Budget, fundraising, endowment stewardship.
- h) Community Engagement Strategy – Stakeholder involvement.
- i) Transition Plan – Handover from current trustees.
- j) References – At least three.

#### **5. Evaluation Criteria**

Proposals will be scored on:

- a) Organizational Capacity – Sustainability of governance and operations.
- b) Governance Model – Strength and clarity.
- c) Operational Approach – Effectiveness and viability.
- d) Infrastructure Readiness – Compliance capacity.
- e) Financial Stewardship – Fiscal responsibility.
- f) Community Alignment – Engagement and inclusion.
- g) Transition Feasibility – Practicality of turnover plan.

#### **6. Submission Instructions**

Proposals must be submitted electronically in PDF format by [insert deadline] to:

The Municipality of the District of Chester and the Zoe Valle Memorial Library Board of Trustees:

c/o Pam Myra, Municipal Clerk  
[pmyra@chester.ca](mailto:pmyra@chester.ca)

Late or incomplete submissions will not be considered.

## **7. Timeline**

Release of Call for Proposals: September 22, 2025

Deadline for Questions: October 3, 2025

Proposal Submission Due Date: October 20, 2025

Review and Evaluation: October 21 to November 5, 2025

Recommendation to Council: November 13, 2025

Transition Begins: November 24, 2025

Transition Completion Date: January 30, 2026

## **8. Additional Information**

- a) The Municipality reserves the right to reject any or all proposals.
- b) Questions should be directed in writing to:  
Pamela Myra, Municipal Clerk  
151 King Street, Chester, NS, B0J 1J0  
[pmyra@chester.ca](mailto:pmyra@chester.ca)
- c) If the trust obligations are not fulfilled by the new titleholder, or if the property ceases to be used in accordance with the Deed of Trust, the property may revert in accordance with the original trust provisions.
- d) A Well Access Agreement between the Municipality and St. Stephen's Anglican Church will be assumed by the Applicants.
- e) Reports and documentation will be transferred to the selected applicant upon request.
- f) The successful applicant would report annually to the Municipality.

## **9. Legal and Trust Framework**

- a) The Municipality currently holds title to the library property under the original Deed of Trust.
- b) The selected organization will receive title and hold the property in trust, subject to the terms of the Deed of Trust.
- c) The organization must demonstrate capacity to fulfill the trust obligations and maintain the property as a public library.
- d) The 2005 Agreement between the Municipality and the Board of Trustees will be terminated and a new agreement will be created between the Municipality and the successful Applicants to reflect the new governance and ownership structure.
- e) In addition to the existing trust provisions there could be additional provisions added by the Municipality which would include a provision that if the successful applicant was unable at any time to fulfill the trust provisions, then title to the

library property and any remaining monies in the benefactors fund be transferred back to the Municipality.

- f) The role of the current Board of Trustees will include advising on permissible additional uses of the property.

## Attachment A

### Zoe Valle Memorial Library Mission, Vision, and Values

#### Mission

To inspire lifelong learning, foster community connections, and provide free, inclusive access to knowledge, stories, and resources. We serve as a welcoming hub for all ages—offering engaging children’s programs, reliable digital access, and preserving our community’s unique history for future generations.

#### Vision

A vibrant, connected community where every person has the opportunity to explore ideas, share stories, and grow. Our library will be the heart of our community, embracing innovation, celebrating local heritage, and ensuring equitable access to information in all its forms.

#### Core Values

- a) **Accessibility** – Ensuring free and open access to books, technology, programs, and spaces for everyone.
- b) **Community Engagement**– Building strong relationships through programs, partnerships, and events.
- c) **Lifelong Learning** – Supporting education and curiosity from early literacy to adult enrichment.
- d) **Innovation** – Embracing creative solutions to meet evolving needs.
- e) **Stewardship of Local History** – Preserving and celebrating our community’s heritage.
- f) **Inclusion and Respect** – Welcoming and valuing all individuals and voices.
- g) **Transparency**- Demonstrating openness, responsibility and accountability in serving our community.

August 10, 2025

Attachment B  
**Proposal Evaluation Scoring Sheet**

Transfer of Zoe Valle Memorial Library to a Community-Based Organization

**Scoring Scale**

- 5 – Excellent: Exceeds requirements with strong evidence.
- 4 – Very Good: Fully meets requirements with added strengths.
- 3 – Satisfactory: Adequately meets requirements.
- 2 – Fair: Partially meets requirements; gaps present.
- 1 – Poor: Does not adequately meet requirements.
- 0 – Not Addressed: Insufficient information.

<b>Criterion</b>	<b>Description</b>	<b>Weight (%)</b>	<b>Score (0–5)</b>	<b>Weighted Score</b>
<b>Organizational Capacity</b>	Ability to sustain governance & operations	20	___	___
<b>Governance Model</b>	Strength and clarity of framework	15	___	___
<b>Operational Approach</b>	Viability of programming & management	15	___	___
<b>Infrastructure Readiness</b>	Addressing building compliance	15	___	___
<b>Financial Stewardship</b>	Fiscal responsibility	15	___	___
<b>Community Alignment</b>	Commitment to inclusion & transparency	10	___	___
<b>Transition Feasibility</b>	Achievability of turnover plan	10	___	___
<b>TOTAL</b>		100	___	___

Evaluator Comments:

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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).

WARRANTY DEED

ISABEL VALLE AUSTEN

19-1-1

-to-

5 January 1928

The Municipality of Chester

\$ 1.00

WHEREAS, Marie Zoe Valle Lightfoot, a citizen of the United States, lately a resident of Chester, in the Province of Nova Scotia, widow, died in Chester leaving therein located the lands and premises occupied by her as her Chester home;

AND WHEREAS, Marie Zoe Valle Lightfoot, above named, was among the first citizens of other lands whose delight in Chester and its surroundings resulted in the acquisition of property and the maintenance of a home therein during part of the year;

AND WHEREAS, the said Marie Zoe Valle Lightfoot took a deep personal interest in the Village of Chester, in its people and their activities, and also rejoiced in the beauties of Chester and its environs, and in many ways endeared herself to the citizens of said District;

AND FURTHER WHEREAS, by the will of the said Marie Zoe Valle Lightfoot the lands and premises above mentioned were devised to her sister, the above named Grantor, Isabel Valle Austen, who is desirous of perpetuating the memory of her said sister with the citizens of Chester and those who sojourn therein,

CONVEYS:

All that certain lot, piece and parcel of land situate, lying and being at Chester, in the County of Lunenburg, Province of Nova Scotia, and more particularly described as follows, that is to say, being Lot number One Hundred and Thirty (130) and described as the Corner Lot on Regent and Central Streets, Containing sixty-four square rods, and being the same lot of land as was conveyed to Marie Zoe Valle Lightfoot by deed from John A. Webber et ux dated February 16, 1903 and duly recorded in the Registry of Deeds office for the Registration District of Chester in Book 12 page 54, and devised to the said Grantor by will of Marie Zoe Valle Lightfoot, dated May 23, 1924 and recorded at Chester aforesaid, in Book 18 at page 257, together with all and singular the buildings,

easements, tenements, hereditaments and appurtenances to the same belonging, or in anywise appertaining with the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, property and demand, both at law and in equity, of the said Grantor, of, in, to or out of the same, or any part thereof.

TO HAVE AND TO HOLD the said lands and premises with the appurtenances, and every part thereof, unto the said Grantee, In Trust for the following uses, that is to say:-(1) that the lands and premises above described shall be and become the site of a Public Building, to be known as the "Zoe Valle Memorial Library," for the use and benefit of the citizens of the Municipality of Chester, and the house of the said Marie Zoe Valle Lightfoot thereon shall be and be used as a Public Library, (and) for such other community purposes as shall be agreed upon by a Committee consisting of three members, one appointed by the Municipality of Chester; one by the Subscribers to a fund to be known as the "Zoe Valle Library Endowment Fund," so long as at least five such subscribers shall continue to reside in Chester aforesaid, after which said second member shall be appointed by the Board of Education of said Municipality; and one appointed by the Womens Institute of Chester so long as said Institute shall continue in active existence, after which said third member shall be appointed by such civic, fraternal, religious or other body as may be designated by the Municipality of Chester, Subject to the following conditions, that is to say:--(a) that there shall at all times remain in the custody of the Municipal Clerk of Chester in the form of trust funds or securities legal as trust investments the sum of Seven Thousand Five Hundred Dollars (\$7 500) or its equivalent, to be known as the Zoe Valle Library Endowment Fund"; (b) that the income from said endowment fund shall be used exclusively for the purposes specified in clause (c) hereof; (c) that the Grantee, or its assigns, shall apply the income from said endowment fund, and such further funds as may be reasonably necessary for the purpose to maintain the grounds and building hereby conveyed in suitable and property condition and repair approved by the Grantor, her heirs, executors, administrators and assigns, and shall keep that building or buildings located thereon properly insured against loss by fire, and shall conduct thereon and therein a Public Library and civic and community center, with appropriate books and appurtenances; (d) that the premises hereby conveyed shall not be removed or demolished without the consent of the Grantor, her executors, administrators or assigns. In case of failure on the part of the Grantee, to see to the performance of each and every of the above conditions, then the said land and its improvements shall revert to the Grantor, or her heirs, executors, administrators or assigns, on the expiration of three months after receipt by the Grantee, or its assigns, of written notice specifying any

condition or conditions hereof not performed or fulfilled unless during said period of three months to the Grantee or its assigns shall comply with the condition or conditions specified in such notice. And the said Grantor for herself, her heirs, executors and administrators, hereby covenants, promises and agrees to and with the said Grantee, and its assigns, in the manner following, that is to say, -that she has the right to convey the said lands and premises herein conveyed and intended so to be conveyed to the said Grantee, notwithstanding any act of the said Grantor. And the Grantor for herself, her heirs, executors, administrators and assigns, covenants with the said Grantee and its assigns, that she will execute such further assurances of the said lands as may be required, and that she has done no act to encumber the said lands and that the same are free from encumbrances.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written. Signed, Sealed and Delivered in the presence of

Murray MacElhinny

Isabel Valle Austen (L.S.)

State of New York:            On this fifth day of January 1928,  
City of New York:    SS    before me personally came Isabel  
County of New York:    Valle Austen, to me known and known  
   to me to be the individual described  
in and who executed the foregoing instrument and she duly  
acknowledged to me that she executed the same Murray MacElhinny  
Notary Public. Murray MacElhinny Notary Public New York  
County New York Ces Celk's No. 527 Reg No. 9646 Kings Ces  
Celk's No. 100 Reg. No. 9423 Term expires March 30, 1929.