

LIBRARY SERVICES AGREEMENT

THIS SERVICES AGREEMENT, effective as of this 20th day of April, 2026

BETWEEN:

South Shore Public Libraries Regional Library Board, a body corporate pursuant to the *Libraries Act*, RSNS 1989, c 254 (“SSPL”)

-and-

The Village of Chester Commission, a village pursuant to the *Municipal Government Act*, SNS 1998, c 18 (“Commission”)

(each referred to as a “Party” and collectively as the “Parties”)

WHEREAS the Commission submitted a proposal to the Municipality of the District of Chester seeking, amongst other things, the right to hold title as a Trustee under the original deed of trust for the property located at 63 Regent Street, Chester, Nova Scotia, PID 60089661 (“Property”), which Property hosts the Zoé Vallé Memorial Library (“ZVL”);

AND WHEREAS the Commission and SSPL discussed a contractual relationship relating to the ongoing operation of library services at the ZVL;

AND WHEREAS the Municipality of the District of Chester accepted the Commission’s proposal;

AND WHEREAS the Commission and SSPL intend to enter into a contractual agreement for SSPL’s provision of library services at the ZVL on the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms have the assigned meaning:

- **“Commission Staff”** means employees or elected officials of the Commission.
- **“ILS”** means the Integrated Library System used by SSPL.
- **“MODC”** means the Municipality of the District of Chester.
- **“Same Page”** means the provincial public library consortium (excluding Halifax) that shares a common catalogue and library card.
- **“SSPL Staff”** means SSPL employees.
- **“SSPL System”** means SSPL’s regional public library system, including its collections, programs, policies, and services.
- **“Users”** means individuals with valid library cards issued by SSPL or through Same Page.

2. TERM

- (a) This Agreement begins on 20 April, 2026 and will remain in effect for five years (“Term”), unless otherwise terminated earlier in accordance with this Agreement.
- (b) The Parties may extend the Term of this Agreement on such terms and conditions as the Parties agree to in writing.

3. SCOPE OF SSPL SERVICES

- (a) SSPL and SSPL Staff shall provide integrated public library services at ZVL, including, but not necessarily limited to, the following:
 - i. General administration of the ILS and Same Page, including ensuring Users’ access to Same Page and other accessible aspects of the SSPL System;
 - ii. Integrating the SSPL System at the ZVL;
 - iii. Accessing and managing interlibrary loans and Provincial reciprocal borrowing services;
 - iv. Providing Users with access to the SSPL System and SSPL’s other digital resources;
 - v. Onboarding, training, and professional development to SSPL Staff;
 - vi. Library programming consultation and regional program participation;

- vii. Communications, promotion, and branding support for ZVL;
- viii. Technology systems and help desk support;
- (b) The ZVL will function as an official SSPL satellite branch, fully integrated into SSPL's regional and provincial service framework, while remaining responsive to local community needs.
- (c) SSPL will provide Commission Staff with training to provide Users with access to the Same Page through a self-checkout machine. For greater certainty, Commission Staff will not have access to the ILS.

4. SCOPE OF COMMISSION SERVICES

- (a) The Commission shall fund the ongoing operation of the ZVL, including all costs associated with staffing, technology systems, public Wi-Fi, and IT support.
- (b) The Commission shall fund all costs associated with maintaining the Property, including, but not necessarily limited to, all construction and maintenance costs, utilities, and municipal taxes.
- (c) The Commission shall be responsible for providing and maintaining a safe, service-ready, and well-maintained facility, including, but not necessarily limited to, addressing all complaints about safety risks, harassment, inappropriate behaviour, unauthorized loitering, etc., whether those complaints are made by Users, SSPL Staff, Commission Staff, or any other individual.
- (d) The Commission shall ensure the ZVL is open to the public for at least twenty hours per week, with sufficient Commission Staff present during all open hours.
- (e) The Commission shall promote all volunteer opportunities, and recruit and manage volunteers in accordance with applicable policies as set out in Schedule "B".
- (f) The Commission shall be responsible for all pay, as that term is defined in the *Labour Standards Code*, RSNS 1989, c 246, owing for SSPL Staff's provision of the services as defined in Article 3(a). Without limiting the generality of the foregoing, pay shall generally be provided to SSPL in accordance with Schedule "A" attached hereto.
- (g) The Commission shall work in collaboration with SSPL to ensure compliance with all applicable provisions of the *Occupational Health and Safety Act*, SNS 1996, c 7.

5. RELATIONSHIP OF THE PARTIES

- (a) The Property and associated properties as defined in the Deed of Trust MODC is granting to the Commission remain the property and responsibility of the Commission as trustees.
- (b) Nothing in this Agreement creates an agency, partnership, or joint venture between the Parties, or in any way assigns responsibility to SSPL, other than as set out in this Agreement, for any contractual obligations the Commission may owe to MODC with respect to the Property and the ZVL.

6. POLICIES AND STANDARDS

- (a) The Commission and Commission Staff shall comply with the SSPL policies included in Schedule "B" attached hereto for all matters relating to library services defined herein and in interacting, both directly and indirectly, with Users.
- (b) SSPL shall provide the Commission with written notice at least fifteen days in advance of implementing any changes to the policies included in Schedule "B".

7. PRIVACY AND CONFIDENTIALITY

- (a) Both Parties will comply with all applicable statutory privacy obligations, including all applicable obligations as set out in the *Municipal Government Act*, SNS 1998, c 18, *Freedom of Information and Protection of Privacy Act*, SNS 1993, c 5, and *Libraries Act*, RSNS 1989, c 254, and applicable privacy policies, including the Same Page Privacy Policy.
- (b) Users' personal information will be maintained exclusively within the ILS. The Commission, Commission Staff, and volunteers will not have access to the ILS.
- (c) Any breach of Users' privacy will be reported to the applicable authority immediately, and the Parties shall cooperate fully in any subsequent investigation or response.

8. INSURANCE AND LIABILITY

- (a) Each Party will maintain appropriate insurance coverage for its respective operations and assets, including commercial general liability insurance of not less than \$2,000,000 per occurrence, naming the other Party as an additional insured where appropriate

- (b) Each Party will indemnify the other for losses arising from its own negligence, misconduct, or breach of this Agreement.
- (c) The Commission shall fully indemnify SSPL and all SSPL Staff for any instance of the Commission's breach of any obligations pursuant to the Deed of Trust, breach of a fiduciary duty as trustee of the ZVL, or breach of obligations as Stewards of the Zoe Valle Library Endowment Fund.
- (d) The Commission shall fully indemnify SSPL for any claim SSPL Staff may make against SSPL, including claims of vicarious liability, relating to the Commission's alleged breach of the *Occupational Health and Safety Act*, SNS 1996, c 7, *Human Rights Act*, RSNS 1989, c 214, the *Labour Standards Code*, RSNS 1989, c 246, or any other lawful right provided to SSPL Staff as employees of SSPL.

9. TERMINATION

- (a) Either party may terminate this Agreement for any reason by providing at least six months' written notice to the other Party.
- (b) If either Party fails to comply with or perform any terms, conditions or covenants contained in this Agreement, the non-breaching Party may terminate this Agreement immediately.
- (c) If either Party terminates this Agreement in accordance with Article 9(b), the Party shall notify the Party alleged to have failed to comply with or perform any terms, conditions or covenants contained in this Agreement in writing that it is terminating this Agreement due to that Party's failure to comply with or perform any terms, conditions, or covenants contained in this Agreement, and shall identify the effective date of termination.
- (d) This Agreement shall terminate immediately if the Commission is required to transfer title of the Property back to MODC in accordance with the terms of the Agreement between the Commission and MODC relating to the ownership, governance, operations, and stewardship of the Property and the ZVL.
- (e) Notwithstanding anything contained in this Article 9, the Parties may also terminate this Agreement at any time by agreement, which agreement shall be in writing.

10. DISPUTE RESOLUTION

- (a) If the Parties have a dispute with respect to this Agreement, the Parties shall endeavour to resolve the dispute amongst themselves. If the Parties are unable to resolve the dispute, either Party may elect to refer the dispute to a binding arbitration before a single arbitrator to be jointly selected by the Parties or, if the Parties cannot agree, by a Judge of the Supreme Court of Nova Scotia. Any arbitration in accordance with this Article 10(a) will be conducted in accordance with the *Commercial Arbitration Act*, SNS 1999, c 5.
- (b) The Parties shall share equally the costs of any arbitration conducted in accordance with Article 10(a).

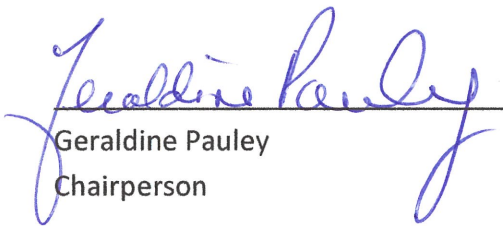
11. GENERAL PROVISIONS

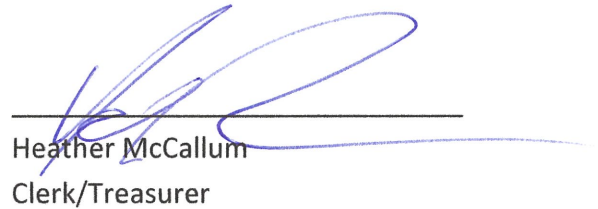
- (a) No condoning, excusing or overlooking of any breach of this Agreement will operate as a waiver by, or otherwise affect the respective rights of, the other Party in respect of any continuing or subsequent breach. No waiver of these rights will be inferred from anything done or omitted to be done by any Party, except by an express waiver in writing.
- (b) The Parties acknowledge and agree that this Agreement embodies the entire agreement of the Parties with regard to the matters dealt with herein, and that no understandings or agreements, verbal or otherwise, exist between the Parties except as expressly set out in this Agreement. No change or modification of this Agreement shall be valid unless it be in writing and signed by each Party.
- (c) Neither Party shall assign nor attempt to assign this Agreement, in part or whole, without the prior written consent of the other Party.
- (d) This Agreement shall be governed by, interpreted, and construed in accordance with the laws of Nova Scotia and the applicable laws of Canada.
- (e) If any part of this Agreement is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder of the Agreement, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part.
- (f) This Agreement may be executed in one or more counterparts, in original form or by facsimile or similar means of electronic communication, each of which will together, for all purposes, constitute one and the same instrument, binding on the Parties, and each

of which will together be deemed to be an original, notwithstanding that each Party is not a signatory to the same counterpart.

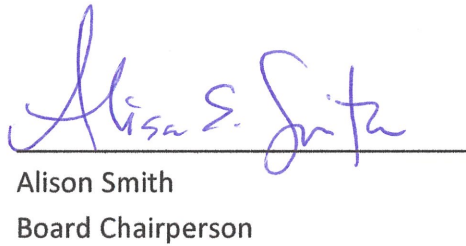
IN WITNESS WHEREOF, this Agreement was executed on the 20th day of April, 2026.

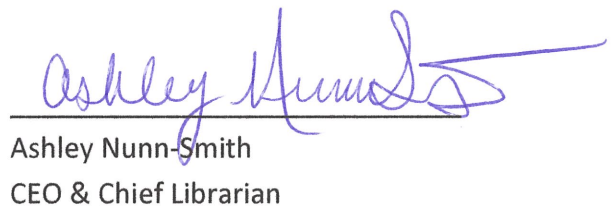
VILLAGE OF CHESTER COMMISSION


Geraldine Pauley
Chairperson


Heather McCallum
Clerk/Treasurer

SOUTH SHORE PUBLIC LIBRARIES


Alison Smith
Board Chairperson


Ashley Nunn-Smith
CEO & Chief Librarian

SCHEDULE A – SSPL Staff Pay Structure

The following table shows the rate per weekly staffed hour for the fiscal year 2026-27 (beginning April 1, 2026), plus an estimated cost for the next four fiscal years, based on the average SSPL Cost-of-Living Adjustment over the past four years (3.3%).

The actual salary cost will be as approved by the SSPL Board for all SSPL Staff each year and is typically based on the annual Canadian Consumer Price Index average.

Fiscal Year	Per-Hour Annual Funding Contribution
2026-27	\$1,200
2027-28	<i>\$1,239.60 (estimate)</i>
2028-29	<i>\$1,280.51 (estimate)</i>
2029-30	<i>\$1,322.76 (estimate)</i>
2030-31	<i>\$1,366.41 (estimate)</i>

For the first year of operations, SSPL and the Commission have agreed to eight (8) SSPL staffed hours per week (two four-hour shifts) for a total annual cost of \$9,600. If the Library is not operational for the full year, this amount will be prorated to the actual staffed hours.

The Parties will review the number of staff hours annually or as requested by either Party with two weeks' notice to the other Party.

SCHEDULE B – Applicable SSPL Policies

In accordance with the Agreement to which this Schedule “B” is affixed, the SSPL policies the Commission shall comply with include, but may not be limited to:

- Circulation Policy
- Code of Conduct
- Collection Development Policy
- Health & Safety Policy
- Intellectual Freedom Statement
- Internet Use Policy
- Privacy Policy
- Programming Policy
- Respectful Workplace Policy
- Social Media Policy