

Minutes

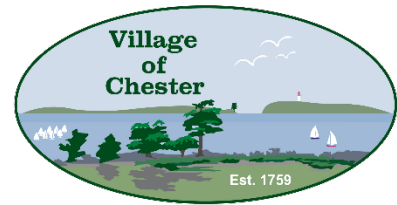
Village Commission Monthly Meeting

Wednesday, September 17, 2025 – 6:00 pm

In-Person & Virtual Meeting

27 Pleasant Street, Chester

Video Archive <https://www.youtube.com/@villageofchesterns>



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

Staff: Heather McCallum, Clerk/Treasurer (C/T)
Maxine Veinot, Recording Secretary

Guests: Councillor Tom Bremner, MODC District 3

1.0 Call to Order

Chair Pauley called the September 17, 2025 Regular Monthly Meeting of the Village of Chester Commission to order at 6:00 pm.

Chair Pauley stated the 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 Public Forum

There were no questions from the public. Commissioner T. Mulrooney asked if we could have a reverse forum and ask questions of Councillor Bremner, who agreed.

- Snow removal and the sidewalk clearing within the Village.

MODC's Public Works department used to ensure that where there were curbs and sidewalks, the snowbanks were removed. This has been sporadic in recent years. Is it possible for the Commission or the Clerk/Treasurer to meet with MODC to discuss these issues?

Action: Councillor Bremner suggested the Clerk/Treasurer have a meeting with Public Works.

Councillor Bremner also said that a new sidewalk plow is in the process of being purchased, hopefully will be here for the winter season.

3.0 Approval/Amendment of Agenda

Chair Pauley stated, according to 'Robert's Rules of Order', a motion is not needed to approve the agenda. As long as all agree, and there is a consensus, then the agenda, with or without amendments can be approved, without a motion.

Chair Pauley asked if there were any additions to the agenda. Commissioner T Mulrooney requested two additions for New Business:

- 8.1 Maintenance issue re fire station
- 8.2 The traffic/speeding issues in the Village

There were no objections, therefore Chair Pauley stated the Agenda of September 17, 2025 is approved as amended by consensus.

4.0 Approval/Amendment of Minutes

4.1 Monthly Commission Meeting: Wednesday, August 20, 2025

Motion #25-071: Chair Pauley moved; Commissioner Nauss seconded:
That the Minutes of the August 20, 2025 Monthly Commission Meeting be approved as presented.
Motion carried unanimously

5.0 Business Arising

5.1 Chester Fire Services Committee Call for Volunteers

C/T McCallum included the newspaper ad and application for information (*Schedule 5.1*). The appointee will be selected at the October meeting.

Clerk/Treasurer McCallum stated that there are two appointees – one Village appointee and one Municipal appointee. The Village appointment will be on the October agenda.

5.2 Fall Newsletter

The proposed content for the Fall issue of the Village Newsletter was discussed.

Action: Chair Pauley reminded Commissioners to get information to Clerk/Treasurer for the Fall Newsletter.

6.0 Correspondence

6.1 Assoc. of NS Villages (ANSV): Revised Conference Agenda

A revised agenda was received from ANSV for this weekend's conference. Commissioner L. Mulrooney unfortunately can no longer attend; her hotel room has been cancelled. Chair Pauley, Commissioner Nauss, and C/T McCallum will be attending.

7.0 Reports

7.1 Report from the Chair

Chair Pauley reported that the Visitor Information Centre (VIC) is working well and the volunteers continue to staff it with Chair Pauley filling in as needed. Plans are to close the last Sunday of September, however, pending number of visitors, this may change.

Ashley Marlin of MODC, and Chair Pauley are working on a plan to collaborate with the Municipality. For 2026, Chair Pauley and Clerk/Treasurer McCallum will work on a grant to have a student for the VIC.

7.2 Clerk/Treasurer Report

C/T McCallum presented the monthly activity and financial overview report ([Schedule 7.2](#)). She noted that the Q2 Budget Variance Report will be provided for the meeting in October.

7.3 Chester Fire Services Committee (CFSC) & MODC Fire Advisory Committee (FAC)

The CFSC's approved minutes of August 6, 2025 were shared for information, along with the agenda for tonight's Municipality FAC meeting of September 17, 2025 ([Schedule 7.3 \(a\)&\(b\)](#)). (www.chesterfirecommittee.ca)

C/T McCallum reported that for Phase 2 of the New Fire Station project, the CFSC went through a request for quotations process and selected Scotiabank as the financing partner on the loans. They had the best rate, are local to Chester, and all parties to the project currently bank with them. RFPs for the Phase 2 work are now out and close in October.

7.4 Lunenburg County Accessibility Advisory Committee (LCAAC)

The agenda for the most recent September 3, 2025 meeting is attached ([Schedule 7.4](#)). (www.accessiblelunenburgcounty.ca)

Chair Pauley reported on the first meeting after summer recess. As the Chair and Vice-chair of the LCAAC have been elected officials up to now, community members were encouraged to assume the positions this time.

7.5 MODC Village Planning Advisory Committee (VPAC)

Vice-chair O'Malley reported there was no meeting this past month.

There were no recent minutes to share for information.
(Chester Village Planning Advisory Committee 2025)

7.6 MODC Equity, Diversity & Inclusion Advisory Committee (EDIAC)

Commissioner L. Mulrooney reported there was no meeting this past month.

There were no recent minutes to share for information.
(EDI Advisory Committee 2025)

8.0 New Business

8.1 Maintenance – Commissioner T. Mulrooney

Commissioner T. Mulrooney commented that the trees that are along the south side of the Fire Station on Central Street are growing into the roof and should be trimmed.

Action: Clerk/Treasurer McCallum will bring this issue to the appropriate individuals at the Fire Committee.

8.2 Traffic – Commissioner T. Mulrooney

Speeding on the Village roads is a real problem. There is a committee at the MODC with the RCMP. It was suggested the Commission could have a representative on this committee.

Action: Councillor Bremner suggested a letter be sent from the Chair to ask for Village representation on the RCMP committee.

9.0 Commissioner Roundtable

There was discussion on the water situation with very little rain this summer.

10.0 In camera – per Section 408B (2) of the Municipal Government Act

Motion #25-072: Chair Pauley moved; Vice-chair O'Malley seconded:

That the Commission move in camera as per Section 408B (2) of the Municipal Government Act to discuss the acquisition, sale, lease and security of village property and contract negotiations.

Motion carried unanimously.

The Commission recessed at 6:36 pm.

11.0 Resumption of Public Meeting – report in public session per Section 408B (3) of the Municipal Government Act.

The Commission resumed the public meeting at 7:33 pm.

11.1 Request for Decision: Land Swap Agreement

Motion #25-073: Chair Pauley moved; Commissioner Nauss seconded: That the Chester Village Commission approve the Agreement of Purchase and Sale between the Village and Mr. Ferguson as provided and direct the Chair to sign and the Clerk/Treasurer to witness for the Village. This approval is based on the understanding that all costs related to the transaction are to be borne by the Chester Fire Services Committee.

Motion carried unanimously.

11.2 Draft Administration Service Agreement

A recorded vote was requested.

Motion #25-074: Vice-chair O'Malley moved; Commissioner Nauss seconded: That the Chester Village Commission approve the Administrative Services Agreement between the Village and Chester Fire Services Committee and direct the Chair and Clerk/Treasurer to sign for the Village and apply the Village seal.

Yes: L. Mulrooney, Nauss, O'Malley, Pauley; No: T. Mulrooney. Motion carried.

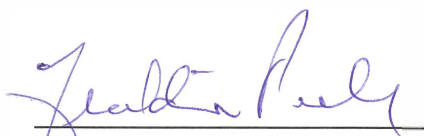
12.0 Adjournment

There being no further business, the meeting was adjourned at 7:35 pm.


Next Meeting(s)

Monthly: Oct 15, 2025 @ TBD pm – 27 Pleasant St & Livestream

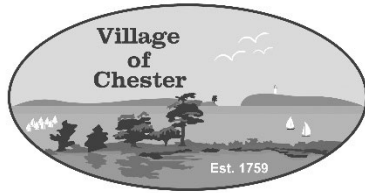
Monthly: Nov 19, 2025 @ TBD pm – 27 Pleasant St & Livestream



Commission Chair
Geraldine Pauley



Clerk/Treasurer
Heather McCallum



Call for Volunteers

Chester Fire Services Committee

The Village of Chester requests applications from interested citizens to serve on the Chester Fire Services Committee. There is one (1) vacancy for a Village appointee to serve a term from Oct 17, 2025 for three years.

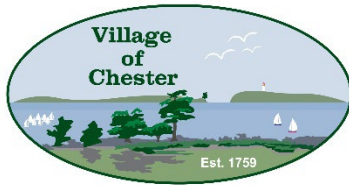
The Committee is a partnership between the Village of Chester and the Municipality of the District of Chester to provide fire and emergency services to Municipal Districts 3, 7 and part of 1 via the Chester Volunteer Fire Department.

The Committee meets the first Wednesday of the month from 5:00-6:00 pm at the Village Commission office. Occasional special meetings may also be required. Its current primary responsibilities are Fire Department budgets and the design/build of a new Chester Fire Station at 4070 Highway 3.

The application form and 'terms of reference' are available for download here villageofchesterns.ca/cfsc-call-for-volunteers or you can pick up a hard copy from the Village Commission office at 27 Pleasant Street.

Please return your completed application form by **Thursday, Sep 25 at 1:00pmAT** either to the Village office or email to heather.mccallum@villageofchesterns.ca.





Committee Volunteer Application

Chester Fire Services Committee

There is currently **one (1) vacancy** on the Chester Fire Services Committee for an appointee of the Village of Chester to serve a three-year term as of October 17, 2025. Please submit your application by **Thursday, Sep 25, 2025 at 1:00pmAT** to 27 Pleasant Street, Chester or by email to heather.mccallum@villageofchesters.ca.

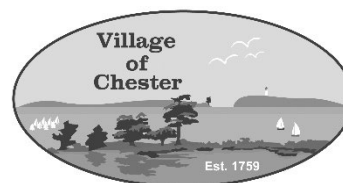
Name	
Are you a resident of the Village of Chester and 18 years of age or over?	
Civic address	
Email	
Phone	Home Work Cell
Why are you interested in serving on the Chester Fire Services Committee? <i>(You may attach a separate page if you prefer.)</i>	
Background information, i.e., education, skills, work or volunteer experience, and/or interests relevant to your application. <i>(You may attach a separate page if you prefer.)</i>	
Voluntary disclosure of any accessibility needs that require accommodation.	

Attach: Village boundary map, Chester Volunteer Fire Dept service area map, Committee terms of reference

Date: _____ Signature: _____

Schedule 7.2

Village of Chester Commission Clerk/Treasurer Monthly Report Sep 17, 2025



- Scotiabank:

- The August 2025 bank statement has been reconciled. The Village main operations account opened the month with \$467,254 and ended with \$414,799.
- Snapshot: Account balances as of Sep 2nd were:

Banking Accounts	
• Daily Operations account	\$ 414,806
Investment Accounts	
• Operating reserve	\$ 86,988
• Lido Pool reserve (incl. GRID funding of \$242,000)	\$ 440,601
• Utilities reserve	\$ 42,614
• EMC Building reserve	\$ 28,553

- September is the final month of Q2, so a quarterly Budget Variance Report will be provided at the October meeting.
- **Insurance Renewal**
 - Gallaghers/Intact renewal applications were provided via an online portal this year for the first time. All the applications have been completed and submitted.
 - I will report on the renewal quotation between meetings, once received. The renewal date is Oct 11, 2025.
- **Lido Pool**
 - The Lido Pool wrapped for the season on Aug 29th. Staffing was more challenging in August than July, and especially the final two weeks as staff heading to university departed early.
 - The Canada Summer Jobs final reports on the lifeguard staff have been submitted.
 - I'm considering some changes to the staffing structure next season to have a true "head" lifeguard who can take back over scheduling and possibly a third full-timer.

- A reminder that a follow-up discussion regarding the swim lessons schedule will need to take place in the coming months.
- **Public Washroom/Lido Projects**
 - Status updates will be provided verbally for: Lido Pool sign installation, accessible parking spot and path installation, replacement of washroom building entrance, and pool ramp installation.
 - The roadside Lido Pool sign installation permit from NS Public Works has been received. The \$500 refundable deposit requirement was waived.
- **Chester Fire Services Committee**
 - The most recent approved Minutes are attached for information.
 - MODC's Fire Advisory Committee is meeting Sep 17th (tonight); the agenda is attached for information.
 - FYI, for Phase 2 of the fire station project, the CFSC solicited loan proposals from three Canadian banks, and has selected Scotiabank to work with. By the time of this meeting, the Requests for Proposals for the Phase 2 work should be issued via the Municipality's procurement system.
- **Association of Nova Scotia Villages (ANSV)**
 - Just a comment that I'm very much looking forward to the annual ANSV Conference in a few days and will provide a report at the next meeting.

Report completed by:

Heather McCallum, Village Clerk/Treasurer



Minutes

Chester Fire Services Committee (CFSC) Monthly Meeting

Wednesday, Aug 6, 2025 at 5:00 pm

Village Commission Boardroom, 27 Pleasant Street, Chester

- Present** Colin MacDonald, Chair
Kirk Collicutt, Treasurer-Secretary
Wilson Fitt
Nancy Hatch
James Robert
- Other** Cody Stevens, Fire Chief, Chester - Chester Volunteer Fire Department (CVFD)
Jared MacDonald, Deputy Fire Chief, CVFD
Heather McCallum, Administrator (Clerk/Treasurer, Village of Chester)
Maxine Veinot, Recording Secretary (Admin Assistant, Village of Chester)
- Regrets:** Norm Countway, Vice-chair
- Guest(s)** Randy O'Malley, Chester Village Commissioner
-

1. Call to Order

The meeting was called to order by the Chair at 4:57 pm.

2. Approval of Agenda

Motion: Moved by Mr. Collicutt; seconded by Ms. Hatch: That the Committee approves the Agenda of the Wed, Aug 6, 2025 Monthly Meeting as presented.

Motion carried.

3. Approval of Minutes

3.1 Monthly Meeting: Jul 2, 2025

Motion: Moved by Ms. Hatch; seconded by Mr. Collicutt: That the Committee approves the Minutes of the Wed, Jul 2, 2025 Monthly Meeting as presented.

Motion carried.

4. Business Arising

4.1 Surplus Fire Boat Sale: Updates

The Chester Village Commission, as the owners of the fire rescue boat, awarded the RFP to the highest bidder: Eagle Beach Contracting of Hammonds Plains for \$18,500.

At the Village of Chester Commission meeting of July 16th, a motion was passed unanimously to donate sale proceeds to the CFSC Apparatus Reserve.

5. Chester Volunteer Fire Department (CVFD): Activity Report

Chief Stevens reviewed the August report (*Schedule 5.0*).

He also reported that there was significant damage to seven of the department's large capacity hoses caused by traffic disregarding roadblocks during an emergency call at Shoreham. Replacing the damaged equipment will cost \$1,400/each, which is not budgeted for. Ms. McCallum will confirm with the auditor whether replacing this equipment would be considered capital or operational. UPDATE: Capital.

6. Reports

6.1 Secretary-Treasurer

Mr. Collicutt presented his monthly report (*Schedule 6.1*), including the 2025/26 Q1 Budget Variance Report.

The CFSC received a cheque from the Chester Volunteer Fire Department in the amount of \$173,678 which represents \$13,365 from the Municipality of Chester's Designated Community Fund; \$60,043 of Canada Helps donations received for the new fire hall; and \$100,000 from the Fire Department Society itself. The CVFD's commitment to the project is very much appreciated by the Committee.

Motion: Ms. Hatch moved; Mr. Collicutt seconded: That the Chester Fire Services Committee authorizes the transfer of \$ 173,778 currently in the Donations bank account to the Building reserve, minus bank fees if applicable.

Motion carried.

The Minister of Municipal Affairs has approved the Phase 2 borrowing request and provided certificates. Bank meetings have begun; the first one went very well.

Mr. Collicutt then reviewed the 2025/26 Q1 Budget Variance Report (*Schedule 6.1(b)*).

Mr. Fitt raised the question of equipment valuation and markdown. Mr. Collicutt and Ms. McCallum will source external expertise to assist in this work. Mr. Fitt will provide a rough cut to start with.

6.2 New Fire Station Project

Mr. Fitt presented his monthly report (*Schedule 6.2*). He commented that he has updated the RFP documents and circulated for one last sweep for **comments by Aug 15th**, please. He is scheduling a meeting with MODC Procurement next week for the RFPs to be posted the beginning of September, a bidder's meeting on Sep 15th at 10:30am. The award date will be mid-October. The evaluation team needs to be confirmed before the RFP closes.

Mr. Robert reported that the landowner next door has secured a new lawyer and the revised agreement is near completion. As a final survey of the property will be needed as part of the agreement, Mr. Fitt noted he would like to talk to the surveyor before they do the work. There is some data we need for the build.

6.3 Communications Sub-Committee

Mr. Countway was not present.

There is a photo op being planned with the CVFD for their generous donation to the station project. There are also signs being planned for the 4070 Highway 3 lot to indicate the site is the future home of the new station.

6.4 Fundraising Sub-Committee

Chair MacDonald reported that he recently spoke with three possible donors.

There was discussion

6.5 *New: MODC Fire Advisory Committee (FAC)

Ms. McCallum recommended sharing minutes of the Municipality's FAC going forward (*Schedule 6.5*). The FAC has representation from all eight fire departments in the Municipality. Chief Stevens reported that the FAC is for cooperation on training,

procurement, and dry hydrants. It was confirmed that the CFSC would like to receive the minutes of the FAC to review for information.

7. New Business

7.1 Term Expirations: Nancy Hatch and James Robert

Ms. Hatch and Mr. Robert's terms on the CFSC expire on Oct 16, 2025. Both indicated they are happy to stay on.

There was discussion on the process for appointment and number of terms ; Ms. McCallum will check the intermunicipal agreements and the Committee's by-laws. UPDATE: A Committee member may be re-appointed, there is nothing specific about the process or number of terms. Legal will advise whether the Municipality and Village must put out a public call for volunteers in this instance or can simply re-appoint.

8. Other Business – Nil

9. Adjournment

The meeting was adjourned at 6:01 pm.

Next meeting(s):

- **Regular Monthly:** Sep 3, 2025 at 5:00 pm; Village Commission boardroom
- **Regular Monthly:** Oct 1, 2025 at 5:00 pm; Village Commission boardroom

CFSC Secretary
Kirk Collicutt

VOC Clerk/Treasurer
Heather McCallum

Schedule 7.3 (b)

MUNICIPALITY OF THE DISTRICT OF CHESTER
FIRE ADVISORY COMMITTEE MEETING (Policy 112)

Wednesday, September 17, 2025

7:00 p.m.

Forest Heights Community School

AGENDA

1. Meeting called to order by the Chairperson.
2. Review and Approval of Agenda/Order of Business.
3. Introductions.
4. Approval of previous meeting minutes.
5. Matters Arising:
 - Nominators for Chair/Vice Chair.
 - Sub Committee Report Updates:
 - Dry Hydrants/Water Supply.
 - Training.
 - Apparatus/Equipment.
6. New Business:
 - Recruitment and Retention (Chuck Bennett) - Presentation by Andrea Shortt & Steve Young.
 - Bushes on government and private roadways and driveways.

7. Roundtable.

8. Adjournment.

Schedule 7.4



Lunenburg County Accessibility Advisory Committee (LCAAC)

Meeting Agenda: September 3, 2025

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."

1. Meeting Called to Order

2. Acknowledgements and Protocols

2.1 " As members of the Lunenburg County Accessibility Advisory Committee, we work in affirmation that accessibility is a human right. We also recognize that barriers to accessibility are greater for people who are typically marginalized in our society."

2.2 Meeting Protocols: To ensure everyone can participate and be heard and understood, please use the "raise hand" feature in zoom or physically raise your hand to be recognized by the Chair before speaking. Each time you speak, please identify yourself by saying your name so everyone knows who is speaking.

3. Approval of Agenda

4. Approval of Minutes: May 7, 2025

5. Accessibility Coordinator's Update

6. Guest Speaker

None.

7. Matters Arising (follow up from past meetings)

7.1 LCAAC Orientation (Ellen)

7.2 Access Awareness Week 2025 (Ellen)

8. New Business

8.1 LCAAC Call for Volunteers (Ellen)

8.2 Town of Mahone Bay Sidewalk Patio By-law (Dylan)

8.3 Individual Municipal Unit Action Plans as follow up to Lunenburg County Accessibility Plan (Ellen)

8.4 Appointment of Chair and Vice Chair.

9. Roundtable Discussion

10. Next Meeting: October 1, 2025

11. Adjournment

List of Potential Guest Speakers/Presentation Topics

1. CNIB-Awareness of Vision Loss
2. Autism
3. Multiple Chemical Sensitivity (MCS), Environmental Illness/Sensitivity
4. Mobility Cup Follow up: Gale
5. Vulnerable Persons Registry
6. Accessibility Directorate- Review of the Built Environment Accessibility Standard (when enacted)
7. Presentations on topics related to specific disabilities (e.g., CNIB, BIANs, Hearing, Autism NS, etc.)
8. Ask Councillors and /or staff to present about what is happening in the five municipalities.
9. NSCC Disability Supports program. Can staff come present?
10. Municipality of Chester Arts and Culture Strategy project (may be ready for review by LCAAC in Fall 2024)

Past Guest Speakers/Presentation Topics

1. May 7, 2025: Overview of The Remedy: Lora Church, Executive Director, Nova Scotia Residential Agencies Association
2. February 7, 2024: Town of Lunenburg Civic Square Compatibility and Accessibility Project:-Hilary Grant, Director TOL Community Development
3. April 3, 2024: MODDL Recreation: Parks Accessibility Audit Project Overview-Trudy Payne, Director MODL Parks, Recreation and Tourism and Consultant, Stacy Muise, EXP
4. May 1, 2024: MODL sawpit Wharf Project for LCAAC feedback: Consultant, Matthew Mills, Mills and Wright
5. June 5, 2024: Mobility Cup Presentation from Lunenburg Yacht Club
6. September 4, 2024: Regional Emergency Management Organization- Emergency Preparedness for vulnerable people

AGREEMENT OF PURCHASE AND SALE

1. **Parties, Property, and Price.** Village of Chester , the "Purchaser", has/have inspected a portion of PID 60087400, identified on a plan of survey attached hereto as Schedule "A" as "Parcel Y", the "Property". The Purchaser offers to purchase the Property from Terence E. Ferguson, the "Vendor", to be paid for as follows:
 - a. By provision of Executed Warranty Deed for a portion of PID 60717709, identified on a plan of survey attached as Schedule "A" as "Parcel Z" and "Parcel "X".

Not including HST, if any which shall be payable over and above the value of the lands. It is agreed upon and understood between the parties that both parcels are valued at \$296.00.
2. **Closing.** The Vendor will give the Purchaser vacant possession of the Property together with all keys to the buildings on the Property, within 2 weeks of subdivision approval being granted by the Municipality of the District of Chester, the "Closing Date".
3. **HST to be paid by Registrant Purchaser and Registrant Vendor.** The Parties are Harmonized Sales Tax Registrants resident in Canada under the *Excise Tax Act*. The Parties shall "self-assess" HST under paragraph 221(2)(b) and subsection 228(4) of the *Excise Tax Act* respecting the real property. The Parties shall remit any HST payable by it as a result of this transaction directly to Canada Revenue Agency as soon as required by law after the Closing Date. The Parties will provide the other Party with proof of its Registrant status before the Closing Date.
4. **Title examination.** (Property registered under Land Registration System at date of agreement)
 - a. The Parties shall provide each other a copy of the full text of all applicable benefits, burdens, covenants and any other agreement(s) that affect the parcels which are not available on Property Online.
 - b. The Parties shall have until **five (5) business days** prior to the Closing Date to investigate title to the parcels. If either Party makes any valid objection to title in writing within that time to the other party, which the other party shall be unable or unwilling to remove, and which the relevant Party will not waive the objecting Party may terminate this Agreement.
5. **As is Where is.** The Parties acknowledge and agree that the parcels being conveyed by this Agreement are being sold "as is where is" without any warranties or representations as to the condition, including but not limited to environmental condition, of the parcels.
6. **Representation and Warranties.** The Parties warrant that:
 - a. **Residency.** The Parties are residents of Canada under the *Income Tax Act* (Canada).

- b. **Unregistered Leases.** The Parties warrant that there are no outstanding unregistered leases for the use of the Parcels.
7. **Deed.** The Parties will convey the relevant parcels to the other by **Warranty Deed** . The Parties shall convey the Parcels free from *Matrimonial Property Act* interests and other encumbrances except for:
- a. easements, restrictions or covenants that will not materially affect the Purchaser's enjoyment of the parcels,
 - b. any encumbrances specifically accepted in this Agreement.

It is agreed that the Purchaser shall release the right of way and covenants burdening the Vendor's property, which is adjacent to the Purchaser's property, insofar as they relate to the lands of the Purchaser.

8. **Subdivision approval.** The Parties shall obtain any subdivision or consolidation approval necessary to complete this transaction under the *Municipal Government Act*. The Parties shall proceed diligently to get such approvals before the Closing Date.
9. **Arrangements for Paying Out Security Interests on the Closing Date.** If there are security interests in the parcels that will be paid out and released on the Closing Date, the procedure which counsel for the respective parties shall follow will be the procedure, if any, for removing security interests prescribed by regulations made under the *Legal Profession Act*.
10. **Tender.** The parties may tender either or both documents and payments under this Agreement upon the other party or the other party's solicitor. They may tender money by a negotiable cheque certified by a chartered bank, a bank draft, or a solicitor's trust cheque drawn upon a chartered bank, credit union, or trust company, or by electronic transfer or bank wire.
11. **Expenses.** The Purchaser shall be responsible for the Seller's costs, including: legal fees, HST, disbursements and Deed Transfer Tax .
12. **Complete agreement.** This Agreement, including the Schedules hereto (if any), constitutes the entire agreement between the parties. There are no verbal statements, collateral agreements or representations, representations, warranties, undertakings or agreements between the parties except this agreement. This Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.
13. **Counterparts and Electronically Submitted Signature Pages.** This Agreement may be executed in any number of counterparts and signature pages may be delivered electronically, or by facsimile, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in

making proof of this Agreement to produce or account for more than one such counterpart or to produce an originally executed counterpart.

14. **Governing Laws.** This Agreement shall be governed, interpreted and enforced in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein and each party hereby irrevocably and unconditionally submits to the jurisdiction of the courts of the Province of Nova Scotia.
15. **Time.** Time is of the essence in this Agreement. The Parties may agree to change the time for doing any matter provided for in this agreement in writing signed by Vendor and Purchaser or their respective solicitors.
16. **Warranties survive.** The warranties in this Agreement shall survive the Closing Date and shall not merge on the completion of the transaction.
17. **Binding.** This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

[SIGNATURE PAGE FOLLOWS]

Signed by the Purchaser(s) at _____, on _____, 2025

Witness

THE VILLAGE OF CHESTER

Accepted by the Vendor(s) at _____, on _____, 2025

Witness

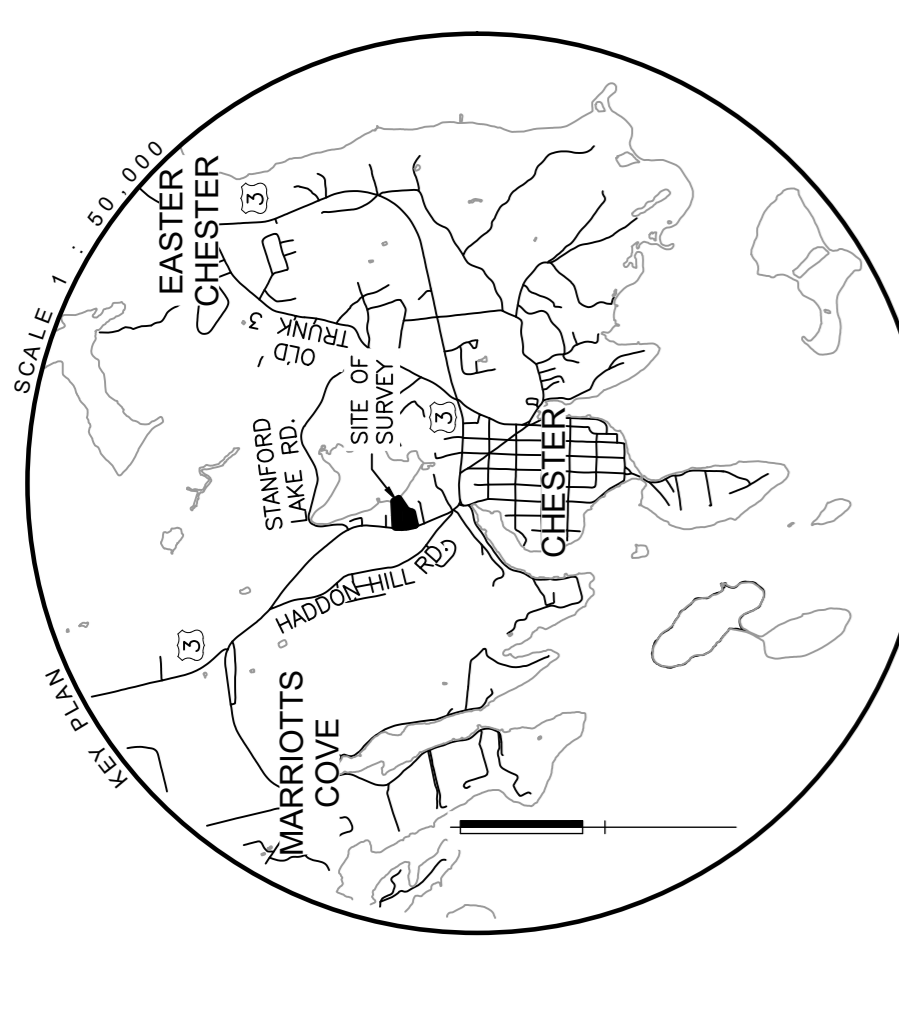
TERENCE E. FERGUSON

The Lawyer for the Vendor is Nicholaus Fitch, Fitch Volande, Suite 301, 7071 Bayers Road, Halifax, Nova Scotia B3L 2C2. Telephone (902) 701-2965 Facsimile (902) 701-2966

The Lawyer for the Purchaser is Marc P. Comeau of Taylor MacLellan Cochrane, 50 Bridge Street, Kentville, Nova Scotia, B4N 2E4. Telephone: (902) 678-6156. Facsimile: (902) 678-6082.

P:\MPC\Village of Chester\LAND SWAP\2025-09-08 V2 APS .frm

APS - Schedule A



- LEGEND:**
- LANDS DEALT WITH BY THIS PLAN
 - OTHER LANDS
 - CALCULATED TIE LINE
 - EASEMENTS
 - OVERHEAD WIRE
 - FENCES
 - NOT TO SCALE
 - NOVA SCOTIA HIGH PRECISION NETWORK MONUMENT
 - PLACED SURVEY MARKER
 - PROPOSED SURVEY MARKER
 - IRON BAR
 - UTILITY POLE
 - GUY WIRE
 - CALCULATED, MEASURED, SET
 - PLAN OF PREVIOUS SURVEY, DEED, TOTAL
 - RADIUS, ARC, CHORD
 - POINT OF CURVATURE
 - FOUND
 - NOVA SCOTIA LAND SURVEYOR
 - PROPERTY IDENTIFICATION NUMBER
 - UNIDENTIFIED ORIGIN
 - (ABLE)
 - (U)
 - ABLE ENGINEERING SERVICES INC.
 - ABLE LAND SURVEYING INC.
 - (ALS)
 - ABLE ENGINEERING SERVICES INC.
 - (FOGARTY)
 - CHRISTOPHER P. MASLAND, NSLS
 - WITNESS
 - WITH
 - W.

BEARINGS ARE GRID DERIVED FROM GNSS OBSERVATION TO NSHPN 223408, REFERENCED TO THE NOVA SCOTIA 3° MODIFIED TRANSVERSE MERCATOR PROJECTION, ZONE 5, DATUM: NAD 83 (CSRS) 2011.0, DATUM SHIFT: 497.00 W, BASED ON THE HORIZONTAL REFERENCE FRAME NAD83 (CSRS), EPOCH 2010.10.

ALL DISTANCES SHOWN ARE GRID UNLESS OTHERWISE NOTED. ALL DISTANCES ARE TO BE MEASURED TO THE POINT OF INTERSECTION OF THE BOUNDARY LINE DETERMINED BY APPLYING A COMBINED SCALE FACTOR OF 1.000096 (AT SITE OF SURVEY).

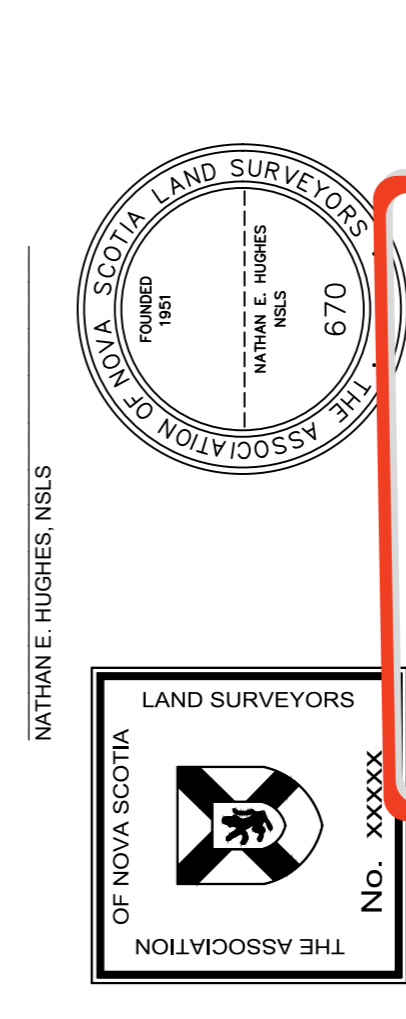
FIELD MEASUREMENTS HAVE NOT BEEN ADJUSTED.

FIELD SURVEYS WERE CARRIED OUT BETWEEN APRIL, 18 AND XXX, 2024.

SURVEYOR'S CERTIFICATE

NATHAN E. HUGHES, NOVA SCOTIA LAND SURVEYOR, HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAN WAS CONDUCTED UNDER MY SUPERVISION AND THAT THE SURVEY AND PLAN WERE MADE IN ACCORDANCE WITH THE LAND SURVEYORS ACT, REGULATIONS AND STANDARDS MADE THEREUNDER.

DATED THIS XXTH DAY OF XXX, 2023.



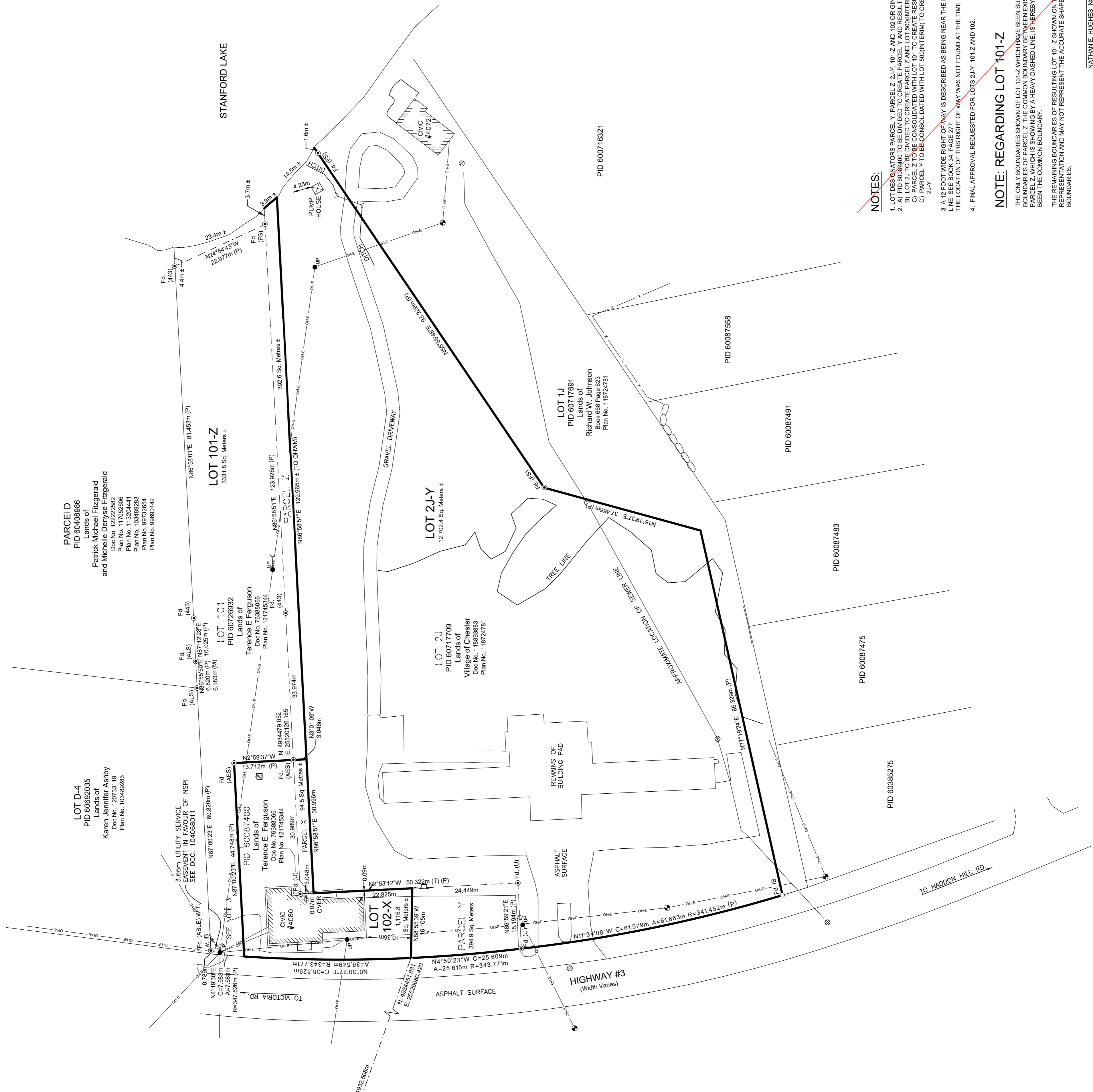
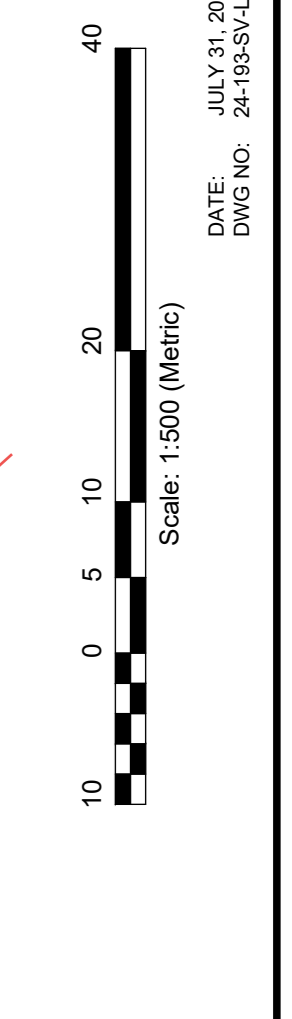
DRAFT

DESIGNPOINT

engineering • surveying • solutions

Plan of Subdivision Creating
LOT 2J-Y, 101-Z, and 102
Lands of
Village of Chester and Terence E. Ferguson.

4070 AND 4080 HIGHWAY #3,
CHESTER
COUNTY OF LUNenburg
PROVINCE OF NOVA SCOTIA



- NOTES:**
1. LOT DESIGNATORS PARCEL Y, PARCEL Z, 2J-Y, 101-Z AND 102 ORIGINATE WITH THIS PLAN.
 2. A) PID 60087400 TO BE DIVIDED TO CREATE PARCEL Y AND RESULTING LOT 102
 - B) LOT 2J TO BE DIVIDED TO CREATE PARCEL Z AND LOT 500(INTERIM)
 - C) PARCEL Y TO BE CONSOLIDATED WITH LOT 500(INTERIM) TO CREATE RESULTING LOT 2J-Y
 - D) PARCEL Y TO BE CONSOLIDATED WITH LOT 500(INTERIM) TO CREATE RESULTING LOT 2J-Y
 3. A 10 FOOT WIDE RIGHT OF WAY IS DESCRIBED AS BEING NEAR THE NORTHERN BOUNDARY LINE. SEE BOOK 34, PAGE 277.
 4. THE LOCATION OF THIS RIGHT OF WAY WAS NOT FOUND AT THE TIME OF THIS SURVEY.
 5. FINAL APPROVAL REQUESTED FOR LOTS 2J-Y, 101-Z AND 102.
- NOTE: REGARDING LOT 101-Z**
- THE ONLY BOUNDARIES SHOWN OF LOT 101-Z WHICH HAVE BEEN SURVEYED ARE THE BOUNDARIES OF PARCEL Z. THE COMMON BOUNDARY BETWEEN EXISTING LOT 101 AND PARCEL Z WHICH IS SHOWN BY A HEAVY DASHED LINE, IS HEREBY CERTIFIED AS HAVING BEEN THE COMMON BOUNDARY.
- THE REMAINING BOUNDARIES OF RESULTING LOT 101-Z SHOWN ON THIS PLAN ARE A GRAPHIC REPRESENTATION AND MAY NOT REPRESENT THE ACCURATE SHAPE OR POSITION OF THE LOT BOUNDARIES.

NATHAN E. HUGHES, NSLS

APPROVAL STAMPS

Effective Date: _____

ADMINISTRATIVE SERVICES AGREEMENT

Between:

The Village of Chester (“Village”), a municipal body corporate

-and-

**The Chester ~~Volunteer~~ Fire Services Committee
 (“Committee”), an intermunicipal corporation incorporated
 under the laws of Nova Scotia**

1. Purpose

1.1 The purpose of this Agreement is to set out the terms and conditions under which the Village shall provide administrative and management support services (“Support Services”) to the Committee during the Term of this Agreement.

2. Term

2.1 This Agreement shall commence on the 17th day of October, 2025 (“Effective Date”) and shall remain in force for a period of five (5) years, unless terminated earlier in accordance with Section 9 of this Agreement.

3. Provision of Support Services

3.1 During the Term, the Committee shall use the Village’s staff as the primary administrative delivery structure for its work.

3.2 The services provided by the Village (the “Support Services”) shall include, but are not limited to:

- (i) Bookkeeping Services – creating purchase orders, processing invoices, issuing cheques ~~cheques~~ payments, and managing accounts;
- (ii) Financial Management – supporting the annual budget development process, reconciling bank accounts and statements, creating budget reports, monitoring and reporting on expenditures, and generally assisting the Treasurer;
- (iii) Facilities Management – managing the repair and maintenance of buildings and structures through internal staff or external contractors;
- (iv) Contract and Compliance Support – assisting with the development and management of contracts, scheduling, claims, and matters relating to insurance

and audit requirements of the Committee and the Chester Volunteer Fire Department;

(v) Procurement and Disposal – assisting with the development and management of procurement and disposal documents and processes;

(vi) Providing management and administrative supports services relating to Capital Projects; and

(vi) Other Administrative Support – assisting, upon request, with the development of by-laws, policies, and procedures.

4. Support Services Fees

4.1 The Village shall provide to the Committee administrative support services through Village staff (“Administrative Services”) and management support services through Village management staff (“Management Services”).

4.2 As a base fee, the Committee shall pay to the Village an amount equivalent to:

- a. fifty percent (50%) of the annual salary of the Village employee assigned to provide Administrative Services; and
- b. forty percent (40%) of the annual salary of the Village employee assigned to provide Management Services.

4.3 The Village employees providing the Services shall maintain detailed time records of the hours expended on behalf of the Committee. These records shall be reviewed semi-annually by the Village and the Committee to determine whether the actual level of services provided is reasonably aligned with the percentages set out in subsection 4.2.

4.4 If the review required in subsection 4.3 determines that the actual time expended exceeds or falls below the base fee percentages, the Village and the Committee shall negotiate in good faith to make an appropriate adjustment to the fee, effective from the beginning of the six-month period under review.

5. Renewal

5.1 Unless a decision to the contrary is made by not less than two-thirds (2/3) of the Committee members at least six (6) months prior to the expiration of the Term, the Committee shall issue a Request for Proposals (“RFP”) seeking submissions from qualified parties, including the Village, for the provision of the Support Services.

5.2 The Committee shall be responsible for negotiating and entering into a new agreement for Support Services upon such terms and conditions as may be mutually agreed upon, provided that any renewal term shall not exceed five (5) years.

5.3 Any fees payable under a renewal agreement shall be subject to approval as part of the Committee's budget process.

6. Roles and Responsibilities

6.1 The Village shall perform the Support Services in a professional and timely manner consistent with municipal administrative practices.

6.2 The Committee shall provide the Village with all information, access, and direction reasonably required to carry out the Support Services.

7. Independence of Parties

7.1 Nothing in this Agreement shall be interpreted to create a partnership, joint venture, or employment relationship between the Village and the Committee. Each party remains an independent entity.

8. Liability and Indemnity

8.1 The Village shall not be liable for any decision or action of the Committee.

8.2 The Committee shall indemnify and save harmless the Village, its officers, employees, and agents from any and all claims, demands, or actions arising out of or in connection with the provision of Support Services, except to the extent caused by the negligence or willful misconduct of the Village.

9. Termination

9.1 Either party may terminate this Agreement upon not less than six (6) months' written notice.

9.2 Either party may terminate this Agreement immediately upon written notice if the other party is in material breach and such breach is not remedied within thirty (30) days of written notice thereof.

10. General

10.1 Amendments – No amendment to this Agreement shall be effective unless in writing and executed by both parties.

10.2 Governing Law – This Agreement shall be governed by and construed in accordance with the laws of Nova Scotia.

10.3 Entire Agreement – This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior understandings.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

SIGNED, SEALED AND DELIVERED

In the presence of

~~Chester Volunteer~~ Fire Services Committee

Witness

)
)
)

Per:

Witness

)
)

Colin MacDonald, Chair

Witness

)
)

Kirk Collicutt, Treasurer
Village of Chester

Witness

)
)

Per:
_____ Geraldine

Witness

)
)

Pauley, Commission Chair
_____ Heather

Witness

)
)

McCallum, Clerk Treasurer

Attach (b)

W200-827

SRL/sls

THIS REVISING AGREEMENT made this 31 day of July, 2023.

BETWEEN:

MUNICIPALITY OF THE DISTRICT OF CHESTER, a municipal corporation duly incorporated under the laws of the Province of Nova Scotia, having its office at Chester, in the County of Lunenburg and Province of Nova Scotia;

(Hereinafter referred to as "Municipality")

- and -

VILLAGE OF CHESTER, a body corporate pursuant to the *Municipal Government Act 1998, c 18, s.1*, of Chester, in the County of Lunenburg and Province of Nova Scotia

(Hereinafter referred to as the "Village")

Collectively referred to as the "Parties"

WHEREAS the Parties entered into an Intermunicipal Fire Services Agreement dated the 12th day of May, 2022 (the "Agreement");

AND WHEREAS the Parties wish to revise the Agreement providing that the Chester Volunteer Fire Service Committee as established in the Agreement shall be a body corporate for the purpose of carrying out its duties and responsibilities pursuant to the Agreement;

NOW THIS REVISING AGREEMENT witnessed that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree and acknowledge as follows:

1. That the fourth recital in the Agreement is deleted and replaced by the following recital:
"AND WHEREAS the Municipality and the Village wish to enter into this Agreement which shall be a Municipal Service Agreement pursuant to Section 60 of the *Municipal Government Act* so as to cooperate to jointly provide this service to the Fire Service Area."

“AND WHEREAS the parties wish to provide this service to the Fire Service Area through the Chester Fire Service Committee, a body corporate.”

2. That paragraph 1 of the Agreement entitled “Definitions and Schedules” shall be amended by adding the following definition: “Committee” means the Chester Volunteer Fire Services Committee, a body corporate (the Committee), created pursuant to Section 60(4) of the *Municipal Government Act* and which shall have responsibility for the exercise of the powers, and only the powers, delegated in the Agreement.
3. That paragraph 31 of the Agreement is amended by deleting the last sentence of that paragraph and replacing it with the following sentence: “The parties shall adopt a Common Area Rate throughout the Fire Service Area to fund the Operating and Capital Budgets once approved by both the Village and the Municipality.”
4. The Committee shall for the first two years beginning on the date the Committee becomes a body corporate use the Village of Chester staff as the primary administrative delivery structure for their work. This shall include up to ten hours of administrative support time and ten hours of management support time per week, for a fee to be negotiated annually as part of the budget process to a maximum of ten percent of the total budget of the Committee. Administrative support services provided by the Village shall include, but not be limited to the following:
 - (i) Bookkeeping services to create purchase orders, process invoices, issue cheques and manage accounts;
 - (ii) Financial management by supporting the annual budget development process, reconciling bank accounts and statements, creating budget reports, monitoring and reporting on expenditure services and generally assisting the Treasurer in anyway possible;
 - (iii) Managing the repair and maintenance of the building and structure through the use of internal and external contracts and agencies;
 - (iv) Assisting with the development and management of contracts, scheduling and claims to support the insurance and audit needs of the Committee and the Chester Volunteer Fire Department;
 - (v) Assisting the Committee with the development and management of procurement and disposal documents and processes;

- (vi) Assisting the Committee as requested with any other administrative support, such as the development of by-laws, policies and procedures.

All of the above services shall be collectively be referred to as “the Support Services”.

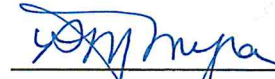
5. Unless a decision to the contrary is made by no less than two-thirds of the members of the Committee at least six months prior to the expiration of the two year term with the Village for the Support Services, the Committee shall seek submissions from other qualified parties including the Village through a Request for Proposals (RFP) for the provision of the Support Services. The Committee shall be responsible for negotiating and entering into a new Agreement for the provision of the Support Services upon such terms and condition as may be agreed upon between the parties but for a term not exceeding five years. The fee negotiated by the Committee shall be approved as part of the budget process.
6. That this Revising Agreement along with the Agreement shall be filed with the Registry of Joint Stock Companies and upon such filing, the Committee shall continue to operate as a body corporate pursuant to Section 60 of the *Municipal Government Act*.
7. That all references in the Agreement to the Chester Volunteer Fire Service Committee or to the Committee shall hereafter refer to the Chester Fire Services Committee, a body corporate.
8. The duties, responsibilities and powers of the Committee as set out in the Agreement shall apply to the body corporate with all necessary modifications to reflect the fact that it shall be a body corporate. The Committee shall be responsible to enact rules and procedures to follow when conducting meetings and as a method of governance which shall be in compliance with the applicable provisions of the *Municipal Government Act*.
9. The assets that are conveyed or leased to the Committee by the parties pursuant to Section 35 of the Agreement, shall be insured by the Committee in the manner as directed from time to time by the parties and which said insurance shall include liability insurance covering the Committee and also the parties to this Agreement as additional insured.

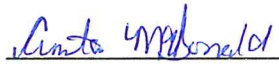
10. This Revising Agreement and the Agreement shall together constitute a Municipal Services Agreement pursuant to Section 60 of the *Municipal Government Act*.


Signed, sealed and delivered
in the presence of:

**MUNICIPALITY OF THE DISTRICT
OF CHESTER**

Per:


PAM MYRA, Clerk

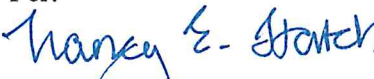

Witness


ALLEN WEBBER, Warden


Witness


VILLAGE OF CHESTER

Per:


Nancy Hatch, Chairperson


Witness


Per:


Heather McCallum, Clerk
Treasurer


Witness

**PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG**


On this 31 day of July, 2023 before me, the subscriber, personally came and appeared Anita MacDonald, a subscribing witness to the foregoing Agreement, who having been by me duly sworn, made oath and said that the MUNICIPALITY OF THE DISTRICT OF CHESTER, one of the parties thereto, duly executed the same in her presence by affixing thereto its corporate seal identified by the signature of Pamela Myra, its Clerk, and Allen Webber, its Warden, duly authorized officers in that regard.


A BARRISTER/ COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Christine L. Collicutt
A Commissioner of the
Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG**

On this 31 day of July, 2023 before me, the subscriber, personally came and appeared Anita MacDonald, a subscribing witness to the foregoing Agreement, who having been by me duly sworn, made oath and said that the VILLAGE OF CHESTER, one of the parties thereto, duly executed the same in her presence by affixing thereto its corporate seal identified by the signature of Nancy Hatch, its Chairperson, and Heather McCallum, its Clerk/Treasurer, duly authorized officers in that regard.


A BARRISTER/ COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Christine L. Collicutt
A Commissioner of the
Supreme Court of Nova Scotia