

Item No. 11.1.1
Halifax Regional Council
March 6, 2012

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY: Original signed by 
Richard Butts, Chief Administrative Officer

DATE: February 14, 2012

SUBJECT: 2012 Municipal Elections-Appointment of Returning Officer, Delegation of Duties and Use of the Provincial List of Electors

ORIGIN

Halifax Regional Council is required, by resolution or delegation of authority, to address a number of administrative matters under the Municipal Elections Act (MEA) in order to conduct the 2012 Municipal and School Board Election including; appointment of the Returning Officer and other election officials, setting of fees and tariff for payment of election workers, setting of dates for advanced polls and direction to the Returning Officer regarding the use of the electors list.

RECOMMENDATIONS

It is recommended that Halifax Regional Council appoint Cathy J. Mellett, Municipal Clerk as the HRM Returning Officer to conduct the 2012 HRM Municipal and School Board elections.

It is recommended that Halifax Regional Council direct the Returning Officer to use the permanent register of electors of the Province of Nova Scotia, Elections Nova Scotia and direct the Mayor and Municipal Clerk to execute the Information Sharing Agreement with Elections Nova Scotia, as provided as Attachment 1 of this report.

It is further recommended that Council delegate certain duties and responsibilities as provided for under the Municipal Elections Act

- (1) To the Returning Officer: Fix the dates for alternative voting advanced polls;
- (2) To the Municipal Clerk: Appoint assistant returning officer/s as required;
- (3) To the Municipal Clerk: Make, revise and amend the tariff of fees and expenses and

Council Report

provide for the method of rendering and verifying accounts for payment.

BACKGROUND

The Municipal Elections Act of Nova Scotia, Section 4 (1B) requires that council shall appoint the returning officer for a regular election on or before the fifteenth day of March of the regular election year. Section 4 (1) provides that the returning officer may be the clerk, another municipal employee or another person who is not a municipal employee.

Certain duties required under the Act may be delegated by Council to the CAO or Clerk or Returning Officer in order to better facilitate the conduct of the Election. Section 30 (1) of the Municipal Elections Act requires Regional Council, by resolution on or before the fifteenth day of April, to direct the Returning Officer in regard to the list of electors to be used for the purpose of the Municipal Election.

DISCUSSION

Several amendments to the Municipal Elections Act (MEA) passed in the fall sitting of the Legislature allowing Council to delegate specific duties, as outlined in the recommendations section of this report, to the CAO or Municipal Clerk.

Section 4(1A) allows Council to delegate its power to appoint assistant returning officers to either the Clerk or the Chief Administrative Officer. Section 139(1A) allows Council to delegate its authority to make, revise and amend the tariff of fees and expenses and provide for a method of rendering and verifying accounts for payment to the Clerk or CAO. Section 114(4A) permits Council to delegate its authority to fix days for the advanced poll to the Returning Officer.

It is recommended that Council appoint Cathy Mellett to be the Returning Officer for the 2012 HRM Municipal and School Board Election.

Ms. Linda Grant was the Returning Officer for the 2008 Municipal and School Board Elections and for the 2009 special election in District 6. Ms. Grant has since retired. In the 2008 Municipal and School Board elections Ms. Mellett was project director for e-voting and assistant returning officer to Ms. Grant. In the interest of succession planning it would be the intention to appoint Ms. Lori McKinnon, election coordinator as assistant returning officer for the 2012 Municipal and School Board elections.

It is further recommended that Council delegate to the Returning Officer the duties of setting the dates for the alternative voting advanced poll as permitted pursuant to section 114(4A) of the Municipal Elections Act. As outlined in the September 27, 2011 report to Regional Council, it is anticipated that dates for advanced Internet and Telephone voting will be from Saturday October 6th through to Thursday October 18th. In person voting by paper ballot will be conducted at polling locations through HRM on Saturday October 20th.

Council Report

It is further recommended that Council delegate to the Municipal Clerk the duties of a) the appointment of assistant returning officers as permitted pursuant to section 41A and 41C of the Municipal Elections Act, and b) making, revising and amending the tariff of fees and expenses and providing for a method of rendering and verifying accounts for payment as permitted by section 139(1A) of the Municipal Elections Act.

These duties are administrative functions that enable the Municipal Clerk/Returning Officer to conduct the election in accordance with the Municipal Elections Act and direction of Regional Council. Without delegation of duties each would require a subsequent report and motion of Regional Council.

BUDGET IMPLICATIONS

There are no budget implications associated with this report.

FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Project and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Project and Operating Reserves, as well as any relevant legislation.

COMMUNITY ENGAGEMENT

Not required

ALTERNATIVES

Under the Municipal Elections Act (MEA) Council may appoint as returning officer the clerk, another municipal employee or another person who is not a municipal employee.

Council may choose not to delegate the duties and would require subsequent reports to Council to approve the appointment of assistant returning officers, dates of advanced polls and rates of pay for election workers.

Council may choose to delegate some of the duties and would require subsequent reports to Council to approve the duties that were not delegated.

Council Report

ATTACHMENTS

Attachment 1 – Election Nova Scotia, Information Sharing Agreement

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report prepared by: Cathy J. Mellett, Municipal Clerk 490-6456 and Derk Slaunwhite, Solicitor, Legal Services

Original Signed

Financial Approval by:

Greg Keefe, Director of Finance/CFO, 490-6308

INFORMATION SHARING AGREEMENT

THIS INFORMATION SHARING AGREEMENT made as of the day of February, 2012.

BETWEEN:

**HER MAJESTY THE QUEEN in right of the PROVINCE OF NOVA SCOTIA, as
represented by the Chief Electoral Officer of Nova Scotia**

(hereinafter referred to as "ENS")

-and-

HALIFAX REGIONAL MUNICIPALITY
(hereinafter referred to as the "Municipality")

(each a "Party" and collectively, the "Parties")

WHEREAS clause 5(c) of the *Nova Scotia Elections Act* allows the Chief Electoral Officer of Nova Scotia to enter into agreements with municipalities for the sharing of lists of electors for electoral purposes;

AND WHEREAS subsection 30B(4) of the *Nova Scotia Municipal Elections Act* prohibits the Chief Electoral Officer of Nova Scotia from providing a list of electors or permanent register of electors to a returning officer until the council of the municipality or the school board, as the case may be, has entered into an agreement with the Chief Electoral Officer of Nova Scotia that protects the privacy and security of the information supplied and any required fee has been paid to the Chief Electoral Officer of Nova Scotia;

AND WHEREAS subsection 40(6) of the *Municipal Elections Act* provides that the final list of electors shall be used for election purposes only and for no other purpose and, in particular, shall not be open for inspection, disposed of or sold;

AND WHEREAS subsection 62(3)(a) of the *Elections Act* permits the Chief Electoral Officer to disclose to municipalities and school boards, for electoral purposes, an elector's residential address, mailing address, legal name, sex, contact information, day, month and year of birth, and a unique identification number assigned by the Chief Electoral Officer;

AND WHEREAS the Parties agree that mutual sharing of data by each Party, for election purposes only, in accordance with their respective governing legislation, is in the best interests of Nova Scotia electors.

THEREFORE, in consideration of the premises and mutual undertakings, covenants and agreements hereinafter contained and subject to the terms and conditions hereof, the Parties agree as follows:

1.0 PREAMBLE

The preamble to this Agreement is deemed to be an integral part of this Agreement.

2.0 INTERPRETATION

In this Information Sharing Agreement, the following terms have the following meanings:

“Agreement” means this Information Sharing Agreement;

“Election Administration Purposes” means those purposes directly related to the administration of a municipal election;

“ENS Information” means all information provided to the Municipality by ENS pursuant to this Agreement including, but not limited to, the following:

- (i) a list of electors; and
- (ii) all individual data components contained in a list of electors that pertain to the electors and their residential and mailing addresses.

“Final List of Electors” means the list of electors prepared by the Municipality and made up of the Preliminary List of Electors plus all of the revisions made to the electors’ information prior to an election;

“Geographical Information” means all information exchanged between the Parties pursuant to this Agreement including, but not limited to, the following:

- (i) all relevant civic address information contained in the Nova Scotia Register of Electors and all residential civic address information kept by the Municipality;
- (ii) all geographical coordinates and other primary and secondary geo-referencing keys of the Municipality civic addresses and links to other civic address databases such as Nova Scotia Civic Address File (NSCAF);
- (iii) up-to-date information of all additions and changes to the Municipality’s Civic Address Data; and
- (iv) The Municipality’s GIS shape files including up-to-date shape files of the Municipality’s municipal polling districts; polling stations locations; streets; urban, rural, and suburban areas; building points and building footprints; civic addresses; subdivisions, building permits activity, and development agreements; university areas, places such as churches, hospitals and senior residences, schools, and recreation facilities; and other shape files that may be developed in the future and have relevance to electoral processes;
- (v) ENS GIS shape files for provincial electoral district and polling division boundaries, and other shape files that may be developed in the future and have relevance to municipal electoral processes.

“Information” means the ENS Information and the Municipality Information;

“Municipality Information” means all information provided to ENS by the Municipality pursuant to this Agreement including, but not limited to, the following:

- (i) a list of electors; and
- (ii) all individual data components contained in a list of electors that pertain to the electors and their residential and mailing addresses.

“Preliminary List of Electors” means a list of electors prepared in accordance with Section 30 of the *Municipal Elections Act*.

3.0 PURPOSE

3.1 The purpose of this Agreement is:

- (i) to provide a secure, efficient and predictable method for the transfer of Information between the Parties;
- (ii) to ensure that the Information exchanged between the Parties is not used for purposes other than election purposes; and
- (iii) to ensure continuous synchronization and update of Geographical Information and the individual components of data within the Information that may be exchanged between the Parties for election purposes.

4.0 SHARING OF INFORMATION

4.1 The information to be shared shall be that of all active electors whose residence is identified as being within the boundaries of the Municipality or within the boundaries of any portion of the Municipality.

4.2 The ENS Information is prepared on the basis of geographic boundaries of municipal polling districts and/or civic address information, as specified by the Municipality.

4.3 The Information shall be exchanged in accordance with Schedule “A” of this Agreement.

4.4 To ensure that the Information remains current, the Municipality agrees to provide to ENS, within One (1) month following any municipal or school board election, in accordance with subsection 30B(5) of the *Municipal Elections Act*, any and all revisions/changes made to the Preliminary List of Electors, as well as the particulars of electors who were added to the Final List of Electors on ordinary polling day and on advance polling days, pursuant to Sections 98 and 123 of the *Municipal Elections Act*, in digital database format.

4.5 The revisions/changes to the Preliminary List of Electors, referred to in subsection 4.4 herein, shall also include all revisions/changes made by any third party who is directly involved in the provision of services related to the administration of the election on behalf of the Municipality.

4.6 To ensure accuracy of the Information, the Geographic Information shall be exchanged on a regular basis and kept up-to-date with ENS and the Municipality. Such Geographical Information shall be transmitted in accordance with Schedule "A" of this Agreement.

5.0 USE OF INFORMATION

5.1 It is a condition of this Agreement that the ENS Information transmitted to the Municipality by ENS be used for Election Administration Purposes only, in accordance with subsections 40(6), (7) and (8) of the *Municipal Elections Act*.

5.2 It is a condition of this Agreement that, in accordance with subsection 62(2) of the *Elections Act*, the Municipality shall ensure that the ENS Information received during an election and any copies of the ENS Information provided to others by or on behalf of a candidate, be destroyed within Ten (10) days of the close of the polls on election day.

5.3 The Municipality may, in accordance with the *Municipal Elections Act*,

- (a) proceed with the revision of the Preliminary List of Electors in accordance with the provisions of Section 34 of the *Municipal Elections Act*;
- (b) distribute to the candidates the Final List of Electors; and
- (c) fulfill any other requirements prescribed.

6.0 DISCLOSURE OF INFORMATION

6.1 Except where authorized by this Agreement or by law, the Municipality may not disclose information which is otherwise only available from ENS, to any third party.

6.2 Where the Municipality is legally obliged to disclose to a third party personal information obtained from ENS which is otherwise only available from ENS, other than for an electoral purpose, whether pursuant to a statute or a court order, and the Municipality intends to comply with that obligation, the Municipality shall notify ENS at the earliest opportunity prior to taking any action to comply with the request.

7.0 TRANSMISSION OF INFORMATION TO THIRD PARTY ADMINISTERING ELECTRONIC VOTING SYSTEM

7.1 The transmission by the Municipality of the ENS Information to a third party who is directly involved in the provision of services related to the administration of the election on behalf of the Municipality is permitted, subject to the following conditions:

- (a) The Municipality must give Thirty (30) days notice to ENS before the ENS Information is shared with a third party administering an electronic voting system on behalf of the Municipality;
- (b) The Municipality must ensure that the third party is contractually obligated to:

- (i) maintain the confidentiality of the ENS Information throughout the course of the third party's work on behalf of the Municipality;
- (ii) return or destroy all copies of the ENS Information when the third party's work on behalf of the Municipality is completed;
- (iii) acknowledge ENS' ownership of the ENS Information;
- (iv) use the ENS Information received for Election Administration Purposes only;
- (v) certify, in writing, at the end of the third party's work for the Municipality, that the ENS Information has been used only for Election Administration Purposes and that all copies of the ENS Information have been returned or destroyed;
- (vi) keep, in digital format, all changes/revisions made to the Preliminary List of Electors indicating type of applied change, as well as information of all added electors to the Final List of Electors, as specified within Schedule "A" of this Agreement; and
- (vii) keep the ENS Information unchanged.

7.2 A copy of the certification provided by the third party pursuant to clause 7.1(b)(v) must be provided to ENS.

8.0 COSTS

8.1 ENS agrees to provide the ENS Information to the Municipality, in accordance with section 4.0 herein, and, in exchange for ENS providing the ENS Information to the Municipality, the Municipality agrees to provide the Municipality Information to ENS, also in accordance with section 4.0 herein. The Parties agree that should either of them require any information from the other Party in excess of that contemplated by this Agreement, the requesting party shall pay the other party a cost recovery charge for the preparation of that additional information.

9.0 SECURITY

9.1 Each Party recognizes the confidential character of the Information transmitted.

9.2 Each Party shall make best efforts to ensure that the Information received from the other Party is held in strict confidence and shall treat the Information received with at least the same degree of care that the recipient, acting reasonably, should exercise with regard to its own highly confidential or proprietary personal information.

9.3 Each Party warrants that it has sufficient procedures and protections in place, and shall continue to keep such procedures and protections in place, in order to enforce and maintain the confidentiality and to prevent unauthorized use or unauthorized disclosure of the Information.

10.0 TERM OF AGREEMENT AND RENEWAL

10.1 This Agreement shall come into effect on the date that it is signed by the Parties (the "Commencement Date") and shall continue for a term of Four (4) years from the Commencement Date (the "Term").

11.0 MISCELLANEOUS PROVISIONS

11.1 The Municipality acknowledges that ENS makes no warranty, express or implied, with respect to the accuracy or completeness of the ENS Information it transmits under the terms of, or in the application of, this Agreement.

11.2 The Municipality agrees that ENS cannot, under any circumstances, under this Agreement, be held responsible for any damage resulting from the transmission or use of incomplete or inaccurate information or for any unauthorized disclosure of the ENS Information by the Municipality.

11.3 The Parties mutually agree to exchange, without delay, any information relating to any situation, real or apprehended, likely to affect the application of this Agreement in any way.

11.4 ENS agrees that the ENS Information it provides to the Municipality shall be provided to a *returning officer*, as that term is defined in the *Municipal Elections Act*.

11.5 The Municipality agrees that the Municipality Information it provides to ENS shall be provided to the *Assistant Chief Returning Officer*, as that term is defined in the *Elections Act*.

12.0 ENTIRE AGREEMENT

12.1 This Agreement and Schedule "A" attached to this Agreement set forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind and every nature between them as to that subject matter.

13.0 NOTICE

13.1 Any notice herein required or permitted to be given by either Party to the other shall be sufficiently given if delivered personally or sent by mail, postage prepaid, to the Parties, as follows:

For ENS:

The Chief Electoral Officer
PO Box 2246
Halifax, Nova Scotia
B3J 3C8

For the Municipality:

XXXX

14.0 AMENDMENTS

14.1 No amendment may be made to this Agreement without the written consent of the Parties.

15.0 APPLICABLE LAWS

15.1 This Agreement shall be governed by and construed in accordance with the applicable laws of the Province of Nova Scotia.

16.0 SCHEDULES

16.1 The Schedule to this Agreement forms an integral part of this Agreement.

17.0 ENUREMENT

17.1 This Agreement is binding upon, and enures to the benefit of, the respective successors in office of the Parties.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their respective officers duly authorized in that behalf on the dates hereinafter set forth.

SIGNED, SEALED AND DELIVERED

in the presence of:

Witness

Witness

) **HER MAJESTY THE QUEEN in right of the**
) **PROVINCE OF NOVA SCOTIA, as**
) **represented by the Chief Electoral Officer of**
) **Nova Scotia**
)
)

) **HALIFAX REGIONAL MUNICIPALITY**
)

) Per:
)

(Authorized Signature)

(Name of Authorized Signatory)

(Title of Authorized Signatory)

SCHEDULE "A"

1. Information Exchange

- 1.1 ENS shall have access to the Municipality's tabular and geographic civic address information and municipal electoral district boundaries, through the Civic Addressing Data Analyst, to maintain the ENS Civic Address Registry.

The Municipality shall provide ENS with the most current digital spatial boundary for the municipality and municipal electoral districts. This boundary may then be used to generate an accurate list of electors.

- 1.2 The Municipality shall have access to ENS' tabular and geographic civic address information identified as being within the boundaries of the Municipality or within the boundaries of any portion of the Municipality.

- 1.3 The Municipality shall have access to the information of all active electors listed in the Register of Electors whose residence is identified as being within the boundaries of the Municipality or within the boundaries of any portion of the Municipality.

ENS shall compile the list of active electors based on the geographic municipal boundaries provided by the Municipality.

- 1.4 ENS shall have access to the Final List of Electors, including any revisions and additions to the electors' information on the Preliminary List of Electors and the Final List of Electors, to analyze and update the Nova Scotia Register of Electors, where required.

The ENS Information shall include the following information:

- Full Name (*last name, first name, middle name*). No initials should be used whenever possible.
- Date of Birth (YYYY/MM/DD)
- Gender (*M or F or U – unknown*)
- Full Civic Address (*unit/apartment, street number, building suffix, street name, street type, street direction, community/town, postal code*)
- County
- Mailing Address
 - o The Municipality is responsible for maintaining the mailing address of the elector once that elector changes his/her residential civic address. Both residential and mailing addresses should be maintained at the same time, whenever needed.
- ENS Civic Address ID
 - o The Municipality should not change this information for the same specified address.
If an address is added (new) by the Municipality, then this field should contain a zero value.
- Civic Address ID specified by the Municipality.

- ENS Elector ID
 - o ENS provides the Municipality with the ID of each elector.
 - o The Municipality should not change this information for the specified elector.
 - o If an elector is added to the List of Electors, then this field should contain a zero value.
- Status of the elector: (*A=Active elector, D=Deleted, M=moved to unknown address*)
 - o *ENS provides the Municipality with all records of active electors only (marked as 'A').*
 - o *The Municipality is responsible for keeping this field updated upon revising the elector's status using the above mentioned codes.*
- Reason for marking an elector's records as Deleted: (*1=Deceased, 2=No longer a resident of Nova Scotia, 3=Duplicate elector, 4= Not a Canadian citizen*).
 - o *ENS provides no value in this field.*
 - o *The Municipality is responsible for keeping this field updated once an elector's record is marked as deleted. The reason behind the deletion should be specified in this field using the above mentioned codes.*

1.5 None of the provided electors' records should be deleted (purged/dropped) from the digital database. All records of electors that should not be on the List of Electors, for whatever reason, should be marked as deleted, and the reason for their removal indicated in the Reason for Deletion field as described above.

1.6 None of the provided database fields should be dropped or deleted.

1.7 The Municipality shall update the Final List of Electors with all revisions and additions to the elector's information whether performed by the Municipality or by any other third party contracted by the Municipality.

1.8 Added electors should have complete information, correctly recorded, in all data fields; especially those of name, date of birth, gender.

1.9 Any newly added civic address should have the Municipality's Civic Address ID specified in the field.

1.10 To preserve the timeliness and currency of the Municipality's list of electors' information, the Municipality shall provide the revised Final List of Electors to ENS, in digital database or text delimited format, within one month following any election or election related activity.

The revised list shall include information of:

- all revisions made to the electors during the revision period; and
- all additions (certificates to vote) and corrections uplifted from poll books on advance voting days and on ordinary polling day.

2. Frequency/Period

2.1 ENS shall transmit the compiled Nova Scotia list of electors digital data set, with prior approval of the Chief Electoral Officer, to the Municipality, once requested.

- 2.2 The Municipality shall deliver the digital data set of the revised list of electors, one month post-election, at the most.
- 2.3 All Geographical Information mentioned in Section 2 of the Agreement shall be exchanged among the Parties according to a set schedule agreed to by both and in a mutually acceptable format and media.

INFORMATION SHARING AGREEMENT

THIS INFORMATION SHARING AGREEMENT made as of the day of February, 2012.

BETWEEN:

**HER MAJESTY THE QUEEN in right of the PROVINCE OF NOVA SCOTIA, as
represented by the Chief Electoral Officer of Nova Scotia**

(hereinafter referred to as "ENS")

-and-

HALIFAX REGIONAL MUNICIPALITY
(hereinafter referred to as the "Municipality")

(each a "Party" and collectively, the "Parties")

WHEREAS clause 5(c) of the *Nova Scotia Elections Act* allows the Chief Electoral Officer of Nova Scotia to enter into agreements with municipalities for the sharing of lists of electors for electoral purposes;

AND WHEREAS subsection 30B(4) of the *Nova Scotia Municipal Elections Act* prohibits the Chief Electoral Officer of Nova Scotia from providing a list of electors or permanent register of electors to a returning officer until the council of the municipality or the school board, as the case may be, has entered into an agreement with the Chief Electoral Officer of Nova Scotia that protects the privacy and security of the information supplied and any required fee has been paid to the Chief Electoral Officer of Nova Scotia;

AND WHEREAS subsection 40(6) of the *Municipal Elections Act* provides that the final list of electors shall be used for election purposes only and for no other purpose and, in particular, shall not be open for inspection, disposed of or sold;

AND WHEREAS subsection 62(3)(a) of the *Elections Act* permits the Chief Electoral Officer to disclose to municipalities and school boards, for electoral purposes, an elector's residential address, mailing address, legal name, sex, contact information, day, month and year of birth, and a unique identification number assigned by the Chief Electoral Officer;

AND WHEREAS the Parties agree that mutual sharing of data by each Party, for election purposes only, in accordance with their respective governing legislation, is in the best interests of Nova Scotia electors.

THEREFORE, in consideration of the premises and mutual undertakings, covenants and agreements hereinafter contained and subject to the terms and conditions hereof, the Parties agree as follows:

1.0 PREAMBLE

The preamble to this Agreement is deemed to be an integral part of this Agreement.

2.0 INTERPRETATION

In this Information Sharing Agreement, the following terms have the following meanings:

“Agreement” means this Information Sharing Agreement;

“Election Administration Purposes” means those purposes directly related to the administration of a municipal election;

“ENS Information” means all information provided to the Municipality by ENS pursuant to this Agreement including, but not limited to, the following:

- (i) a list of electors; and
- (ii) all individual data components contained in a list of electors that pertain to the electors and their residential and mailing addresses.

“Final List of Electors” means the list of electors prepared by the Municipality and made up of the Preliminary List of Electors plus all of the revisions made to the electors’ information prior to an election;

“Geographical Information” means all information exchanged between the Parties pursuant to this Agreement including, but not limited to, the following:

- (i) all relevant civic address information contained in the Nova Scotia Register of Electors and all residential civic address information kept by the Municipality;
- (ii) all geographical coordinates and other primary and secondary geo-referencing keys of the Municipality civic addresses and links to other civic address databases such as Nova Scotia Civic Address File (NSCAF);
- (iii) up-to-date information of all additions and changes to the Municipality’s Civic Address Data; and
- (iv) The Municipality’s GIS shape files including up-to-date shape files of the Municipality’s municipal polling districts; polling stations locations; streets; urban, rural, and suburban areas; building points and building footprints; civic addresses; subdivisions, building permits activity, and development agreements; university areas, places such as churches, hospitals and senior residences, schools, and recreation facilities; and other shape files that may be developed in the future and have relevance to electoral processes;
- (v) ENS GIS shape files for provincial electoral district and polling division boundaries, and other shape files that may be developed in the future and have relevance to municipal electoral processes.

“Information” means the ENS Information and the Municipality Information;

“Municipality Information” means all information provided to ENS by the Municipality pursuant to this Agreement including, but not limited to, the following:

- (i) a list of electors; and
- (ii) all individual data components contained in a list of electors that pertain to the electors and their residential and mailing addresses.

“Preliminary List of Electors” means a list of electors prepared in accordance with Section 30 of the *Municipal Elections Act*.

3.0 PURPOSE

3.1 The purpose of this Agreement is:

- (i) to provide a secure, efficient and predictable method for the transfer of Information between the Parties;
- (ii) to ensure that the Information exchanged between the Parties is not used for purposes other than election purposes; and
- (iii) to ensure continuous synchronization and update of Geographical Information and the individual components of data within the Information that may be exchanged between the Parties for election purposes.

4.0 SHARING OF INFORMATION

4.1 The information to be shared shall be that of all active electors whose residence is identified as being within the boundaries of the Municipality or within the boundaries of any portion of the Municipality.

4.2 The ENS Information is prepared on the basis of geographic boundaries of municipal polling districts and/or civic address information, as specified by the Municipality.

4.3 The Information shall be exchanged in accordance with Schedule “A” of this Agreement.

4.4 To ensure that the Information remains current, the Municipality agrees to provide to ENS, within One (1) month following any municipal or school board election, in accordance with subsection 30B(5) of the *Municipal Elections Act*, any and all revisions/changes made to the Preliminary List of Electors, as well as the particulars of electors who were added to the Final List of Electors on ordinary polling day and on advance polling days, pursuant to Sections 98 and 123 of the *Municipal Elections Act*, in digital database format.

4.5 The revisions/changes to the Preliminary List of Electors, referred to in subsection 4.4 herein, shall also include all revisions/changes made by any third party who is directly involved in the provision of services related to the administration of the election on behalf of the Municipality.

4.6 To ensure accuracy of the Information, the Geographic Information shall be exchanged on a regular basis and kept up-to-date with ENS and the Municipality. Such Geographical Information shall be transmitted in accordance with Schedule "A" of this Agreement.

5.0 USE OF INFORMATION

5.1 It is a condition of this Agreement that the ENS Information transmitted to the Municipality by ENS be used for Election Administration Purposes only, in accordance with subsections 40(6), (7) and (8) of the *Municipal Elections Act*.

5.2 It is a condition of this Agreement that, in accordance with subsection 62(2) of the *Elections Act*, the Municipality shall ensure that the ENS Information received during an election and any copies of the ENS Information provided to others by or on behalf of a candidate, be destroyed within Ten (10) days of the close of the polls on election day.

5.3 The Municipality may, in accordance with the *Municipal Elections Act*,

- (a) proceed with the revision of the Preliminary List of Electors in accordance with the provisions of Section 34 of the *Municipal Elections Act*;
- (b) distribute to the candidates the Final List of Electors; and
- (c) fulfill any other requirements prescribed.

6.0 DISCLOSURE OF INFORMATION

6.1 Except where authorized by this Agreement or by law, the Municipality may not disclose information which is otherwise only available from ENS, to any third party.

6.2 Where the Municipality is legally obliged to disclose to a third party personal information obtained from ENS which is otherwise only available from ENS, other than for an electoral purpose, whether pursuant to a statute or a court order, and the Municipality intends to comply with that obligation, the Municipality shall notify ENS at the earliest opportunity prior to taking any action to comply with the request.

7.0 TRANSMISSION OF INFORMATION TO THIRD PARTY ADMINISTERING ELECTRONIC VOTING SYSTEM

7.1 The transmission by the Municipality of the ENS Information to a third party who is directly involved in the provision of services related to the administration of the election on behalf of the Municipality is permitted, subject to the following conditions:

- (a) The Municipality must give Thirty (30) days notice to ENS before the ENS Information is shared with a third party administering an electronic voting system on behalf of the Municipality;
- (b) The Municipality must ensure that the third party is contractually obligated to:

- (i) maintain the confidentiality of the ENS Information throughout the course of the third party's work on behalf of the Municipality;
- (ii) return or destroy all copies of the ENS Information when the third party's work on behalf of the Municipality is completed;
- (iii) acknowledge ENS' ownership of the ENS Information;
- (iv) use the ENS Information received for Election Administration Purposes only;
- (v) certify, in writing, at the end of the third party's work for the Municipality, that the ENS Information has been used only for Election Administration Purposes and that all copies of the ENS Information have been returned or destroyed;
- (vi) keep, in digital format, all changes/revisions made to the Preliminary List of Electors indicating type of applied change, as well as information of all added electors to the Final List of Electors, as specified within Schedule "A" of this Agreement; and
- (vii) keep the ENS Information unchanged.

7.2 A copy of the certification provided by the third party pursuant to clause 7.1(b)(v) must be provided to ENS.

8.0 COSTS

8.1 ENS agrees to provide the ENS Information to the Municipality, in accordance with section 4.0 herein, and, in exchange for ENS providing the ENS Information to the Municipality, the Municipality agrees to provide the Municipality Information to ENS, also in accordance with section 4.0 herein. The Parties agree that should either of them require any information from the other Party in excess of that contemplated by this Agreement, the requesting party shall pay the other party a cost recovery charge for the preparation of that additional information.

9.0 SECURITY

9.1 Each Party recognizes the confidential character of the Information transmitted.

9.2 Each Party shall make best efforts to ensure that the Information received from the other Party is held in strict confidence and shall treat the Information received with at least the same degree of care that the recipient, acting reasonably, should exercise with regard to its own highly confidential or proprietary personal information.

9.3 Each Party warrants that it has sufficient procedures and protections in place, and shall continue to keep such procedures and protections in place, in order to enforce and maintain the confidentiality and to prevent unauthorized use or unauthorized disclosure of the Information.

10.0 TERM OF AGREEMENT AND RENEWAL

10.1 This Agreement shall come into effect on the date that it is signed by the Parties (the "Commencement Date") and shall continue for a term of Four (4) years from the Commencement Date (the "Term").

11.0 MISCELLANEOUS PROVISIONS

11.1 The Municipality acknowledges that ENS makes no warranty, express or implied, with respect to the accuracy or completeness of the ENS Information it transmits under the terms of, or in the application of, this Agreement.

11.2 The Municipality agrees that ENS cannot, under any circumstances, under this Agreement, be held responsible for any damage resulting from the transmission or use of incomplete or inaccurate information or for any unauthorized disclosure of the ENS Information by the Municipality.

11.3 The Parties mutually agree to exchange, without delay, any information relating to any situation, real or apprehended, likely to affect the application of this Agreement in any way.

11.4 ENS agrees that the ENS Information it provides to the Municipality shall be provided to a *returning officer*, as that term is defined in the *Municipal Elections Act*.

11.5 The Municipality agrees that the Municipality Information it provides to ENS shall be provided to the *Assistant Chief Returning Officer*, as that term is defined in the *Elections Act*.

12.0 ENTIRE AGREEMENT

12.1 This Agreement and Schedule "A" attached to this Agreement set forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind and every nature between them as to that subject matter.

13.0 NOTICE

13.1 Any notice herein required or permitted to be given by either Party to the other shall be sufficiently given if delivered personally or sent by mail, postage prepaid, to the Parties, as follows:

For ENS:

The Chief Electoral Officer
PO Box 2246
Halifax, Nova Scotia
B3J 3C8

For the Municipality:

XXXX

14.0 AMENDMENTS

14.1 No amendment may be made to this Agreement without the written consent of the Parties.

15.0 APPLICABLE LAWS

15.1 This Agreement shall be governed by and construed in accordance with the applicable laws of the Province of Nova Scotia.

16.0 SCHEDULES

16.1 The Schedule to this Agreement forms an integral part of this Agreement.

17.0 ENUREMENT

17.1 This Agreement is binding upon, and enures to the benefit of, the respective successors in office of the Parties.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their respective officers duly authorized in that behalf on the dates hereinafter set forth.

SIGNED, SEALED AND DELIVERED

in the presence of:

Witness

Witness

) **HER MAJESTY THE QUEEN in right of the**
) **PROVINCE OF NOVA SCOTIA, as**
) **represented by the Chief Electoral Officer of**
) **Nova Scotia**
)
)

) **HALIFAX REGIONAL MUNICIPALITY**
)

) Per:
)

(Authorized Signature)

(Name of Authorized Signatory)

(Title of Authorized Signatory)

SCHEDULE "A"

1. Information Exchange

- 1.1 ENS shall have access to the Municipality's tabular and geographic civic address information and municipal electoral district boundaries, through the Civic Addressing Data Analyst, to maintain the ENS Civic Address Registry.

The Municipality shall provide ENS with the most current digital spatial boundary for the municipality and municipal electoral districts. This boundary may then be used to generate an accurate list of electors.

- 1.2 The Municipality shall have access to ENS' tabular and geographic civic address information identified as being within the boundaries of the Municipality or within the boundaries of any portion of the Municipality.

- 1.3 The Municipality shall have access to the information of all active electors listed in the Register of Electors whose residence is identified as being within the boundaries of the Municipality or within the boundaries of any portion of the Municipality.

ENS shall compile the list of active electors based on the geographic municipal boundaries provided by the Municipality.

- 1.4 ENS shall have access to the Final List of Electors, including any revisions and additions to the electors' information on the Preliminary List of Electors and the Final List of Electors, to analyze and update the Nova Scotia Register of Electors, where required.

The ENS Information shall include the following information:

- Full Name (*last name, first name, middle name*). No initials should be used whenever possible.
- Date of Birth (YYYY/MM/DD)
- Gender (*M or F or U – unknown*)
- Full Civic Address (*unit/apartment, street number, building suffix, street name, street type, street direction, community/town, postal code*)
- County
- Mailing Address
 - o The Municipality is responsible for maintaining the mailing address of the elector once that elector changes his/her residential civic address. Both residential and mailing addresses should be maintained at the same time, whenever needed.
- ENS Civic Address ID
 - o The Municipality should not change this information for the same specified address.
If an address is added (new) by the Municipality, then this field should contain a zero value.
- Civic Address ID specified by the Municipality.

- ENS Elector ID
 - o ENS provides the Municipality with the ID of each elector.
 - o The Municipality should not change this information for the specified elector.
 - o If an elector is added to the List of Electors, then this field should contain a zero value.
- Status of the elector: (*A=Active elector, D=Deleted, M=moved to unknown address*)
 - o *ENS provides the Municipality with all records of active electors only (marked as 'A').*
 - o *The Municipality is responsible for keeping this field updated upon revising the elector's status using the above mentioned codes.*
- Reason for marking an elector's records as Deleted: (*1=Deceased, 2=No longer a resident of Nova Scotia, 3=Duplicate elector, 4= Not a Canadian citizen*).
 - o *ENS provides no value in this field.*
 - o *The Municipality is responsible for keeping this field updated once an elector's record is marked as deleted. The reason behind the deletion should be specified in this field using the above mentioned codes.*

1.5 None of the provided electors' records should be deleted (purged/dropped) from the digital database. All records of electors that should not be on the List of Electors, for whatever reason, should be marked as deleted, and the reason for their removal indicated in the Reason for Deletion field as described above.

1.6 None of the provided database fields should be dropped or deleted.

1.7 The Municipality shall update the Final List of Electors with all revisions and additions to the elector's information whether performed by the Municipality or by any other third party contracted by the Municipality.

1.8 Added electors should have complete information, correctly recorded, in all data fields; especially those of name, date of birth, gender.

1.9 Any newly added civic address should have the Municipality's Civic Address ID specified in the field.

1.10 To preserve the timeliness and currency of the Municipality's list of electors' information, the Municipality shall provide the revised Final List of Electors to ENS, in digital database or text delimited format, within one month following any election or election related activity.

The revised list shall include information of:

- all revisions made to the electors during the revision period; and
- all additions (certificates to vote) and corrections uplifted from poll books on advance voting days and on ordinary polling day.

2. Frequency/Period

2.1 ENS shall transmit the compiled Nova Scotia list of electors digital data set, with prior approval of the Chief Electoral Officer, to the Municipality, once requested.

- 2.2 The Municipality shall deliver the digital data set of the revised list of electors, one month post-election, at the most.
- 2.3 All Geographical Information mentioned in Section 2 of the Agreement shall be exchanged among the Parties according to a set schedule agreed to by both and in a mutually acceptable format and media.