

HALIFAX

P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. **9.1.1**
Community Planning and Economic
Development Standing Committee
September 11, 2014

TO: Chair and Members of the Community Planning and Economic Development
Standing Committee

SUBMITTED BY: Original Signed by
Brad Anguish, Director of Community and Recreation Services

DATE: July 21, 2014

SUBJECT: Camp Norway Monument

ORIGIN

January 20, 1998 motion of Regional Council

MOVED by Councillors Mitchell and Downey to recommend that Council approve the placing of the Norwegian Memorial Stone, as described in the documents attached to the staff report dated January 6, 1998, at Sackville Landing Park at no cost to Halifax Regional Municipality. This includes no future maintenance costs to HRM; further that the Norwegian Memorial Stone be located approximately 40' south of the Canadian Merchant Navy Memorial and be sited exactly as per the direction of HRM and that the installation meet the prescribed HRM Engineering Standards and requirements; further that Halifax Regional Council direct staff to prepare a simplistic Letter of Agreement with the local Norwegian Representatives regarding the future care and maintenance of the stone. MOTION PUT AND PASSED UNANIMOUSLY.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter Section 79 1 sections x and ai,

RECOMMENDATION

It is recommended that the Community Planning and Economic Development Standing Committee recommend that Halifax Regional Council:

1. Accept the responsibility and costs for the ongoing maintenance of the Norwegian Memorial Stone at Sackville Landing; and
2. Authorize the Municipal Clerk to approve the amended Letter of Agreement between HRM and the Camp Norway Foundation to reflect the transfer the responsibility for ongoing maintenance (Attachment 4).

BACKGROUND

In 1998, Regional Council approved the placement of the Norwegian Memorial Stone to be located in Sackville Landing. That motion outlined that there would be no future maintenance costs to HRM and the resulting letter of agreement (Attachment 1) outlines that the "local Norwegian Community shall be responsible for all costs and arrangements associated with the placement and maintenance of the Memorial Stone."

In August 2007, the Secretary of the Camp Norway Foundation (CNF) requested information regarding the means by which the Municipality might assume title of the Camp Norway Monument (Attachment 2). The request for the transfer of ownership of the Camp Norway Monument was received at the same time as a request from the Canadian Merchant Navy Veterans Memorial Association regarding a 'sister' monument' also in Sackville Landing. Documents were prepared outlining conditions of transfer for both monuments and delivered to contacts at the respective organizations for their sign-off. The Canadian Merchant Navy Memorial was transferred successfully in 2011.

In the process of executing the Camp Norway documents, it was discovered that the original motion of Regional Council accepted the installation of the monument at its current site but specified that the CNF was responsible for its ongoing maintenance. As a result, in order for HRM to assume responsibility for the monument, Regional Council must amend its 1998 motion.

DISCUSSION

HRM is currently responsible for the ongoing maintenance of monuments located in public spaces pursuant to the Public Art Policy approved in 2008. The 2008 public art policy states:

"Policy 5.4: HRM, or its designate, will oversee the maintenance, conservation and restoration of public art on municipally-owned public spaces, pursuant to HRM Public Art Procedures."

Municipal acceptance of the operational costs of the Camp Norway monument is therefore consistent with the Public Art Policy as it pertains to public art work (including monuments and memorials) sited on public lands.

A condition assessment (Attachment 3) indicates that there are no prominent issues with the monument and that maintenance obligations would be routine. It is noted that an amended Letter of Agreement with the CNF would allow for the Municipality to set clear conditions regarding the monument's ongoing operational costs including the ability to relocate the monument as necessary and specific steps and clear authority to decommission the monument under certain circumstances (e.g. public safety risk, irreparable damage).

While HRM is under no legal obligation to assume maintenance responsibility for the Camp Norway Monument, best practices in public open space stewardship provide that, as the owner of both the public space and the monument, HRM should hold direct responsibility over its condition. Further, it would result in this monument being managed in the same manner as others located on public lands and would be consistent with HRM's Public Art Policy.

FINANCIAL IMPLICATIONS

Allocation of funds toward the future repair of the monument would be derived from the Municipality's public art maintenance budget, funded annually through the Culture and Heritage Development Reserve (Q312).

COMMUNITY ENGAGEMENT

Not applicable

ENVIRONMENTAL IMPLICATIONS

There are no environmental implications associated with this report.

ALTERNATIVES

1. Community Planning and Economic Development Standing Committee may choose not to recommend that Regional Council accept the responsibility for the ongoing maintenance of the Norwegian Memorial stone and not direct staff to amend original Letter of Agreement.

ATTACHMENTS

1. Attachment 1 – Original Letter of Agreement
2. Attachment 2 – Original enquiry from CNF to transfer ownership of monument to HRM
3. Attachment 3 – Condition Assessment
4. Attachment 4 - Amended Letter of Agreement

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Elizabeth Taylor, Manager, Events & Cultural Initiatives, 490-4387
Jamie MacLellan, Public Art Facilitator, 490-1039

Report Approved by: _____ Denise Schofield _____ & Culture, 490-6252

Original Signed by

Report Approved by: _____ Jo _____ and Risk Management, 490-4219

Financial Approval by: _____ Greg Keefe, Director of Finance & ICT/CFO, 490-6308

Stephen King
Manager, Parks & Natural Services
Halifax Regional Municipality

P.O. Box 1749
Halifax, NS. B3J 3A5
Ph: (902) 490-4894
FAX: (902) 490-4890

08 May 1998

Mrs. Berit Pittman
Head of St. Margarets Bay
Nova Scotia
B0J 1R0

Dear Mrs. Pittman:

Re: Placement and Care of Norwegian Memorial Stone Monument
Sackville Landing Park

Please find enclosed the Letter of Agreement to place and care for the Norwegian Memorial Stone Monument at Sackville Landing Park. If all is agreeable, would you kindly sign and return the original for our records. Would you please keep a copy for your records.

Also attached is the engineering specification for placement of the stone.

I trust that all is in order and look forward to receiving the signed copy of the Letter of Agreement.

Please let us know when you plan to have the stone placed.

Yours truly

Document signed

Stephen King, Manager
Parks & Natural Services
Halifax Regional Municipality

SAK/ik

cc: John MacKay, P.Eng., Director, Works & Natural Services
Margaret Soley, Assistant to the Mayor
File

C.C. all

Parks & Natural Services - Regional Operations
Halifax Regional Municipality

Letter of Agreement

COPY

Placement and Care of Norwegian Memorial Stone Monument
Sackville Landing Park

General - Halifax Regional Municipal Council approved a Report dated January 06, 1998 entitled, "Memorial Stone - Norwegian Merchant Navy and the Royal Norwegian Navy and Army - Sackville Landing Park".

It recommended that:

1. Halifax Regional Council approve the placing of the Norwegian Memorial Stone as described in the attached documents at Sackville Landing Park at no cost to Halifax Regional Municipality. This includes no future maintenance costs to HRM.
2. The Norwegian Memorial Stone be located approximately 40' south of the Canadian Merchant Navy Memorial and be sited exactly as per the direction of HRM and that the installation meet the prescribed HRM Engineering Standards and requirements.
3. Halifax Regional Council direct staff to prepare a simplistic Letter of Agreement with the local Norwegian Representatives regarding the future care and maintenance of the stone.

Further to the Report to Regional Council, the following applies as well:

Requirements - The Memorial Stone shall be installed as per Halifax Regional Municipality specifications - Attach "A" and any other specifications and directions that may be required by HRM.

The local Norwegian Community shall be responsible for all costs and arrangements associated with the placement and maintenance of the Memorial Stone.

The Stone shall be located on site as per the direction of Halifax Regional Municipality and all arrangements for placement and maintenance shall be preapproved by HRM.

COPY

Norwegian Memorial Stone Monument
Letter of Agreement
Page /2

Ownership - The Royal Norwegian Consulate has acknowledged the gift of the Memorial Stone from Norway to Halifax Regional Municipality

Signatures -

We, the undersigned agree to the terms of this Letter of Agreement.

Document signed

Vice Chairman

May 19/98

Title

Date

(on behalf of the local Norwegian Community)

Document signed

Mayor Peter Patrick Dennis

07 May 1998

Title

Date

(on behalf of Halifax Regional Municipality)

Attach "A"

MEMORANDUM

COPY

TO: Steve King, Manager, Parks & Natural Services, Cowie Hill
FROM: Jeff Spares, Engineering Assistant
DATE: March 27, 1998
SUBJECT: Norwegian Stone Monument - Foundation

Please find attached one copy of the foundation detail for the Norwegian Stone Monument, Sackville Landing park.

If you have any questions, please contact me at 490-6900

Document signed

Jeff Spares, P.Eng.
Engineering Assistant

JS/rsw

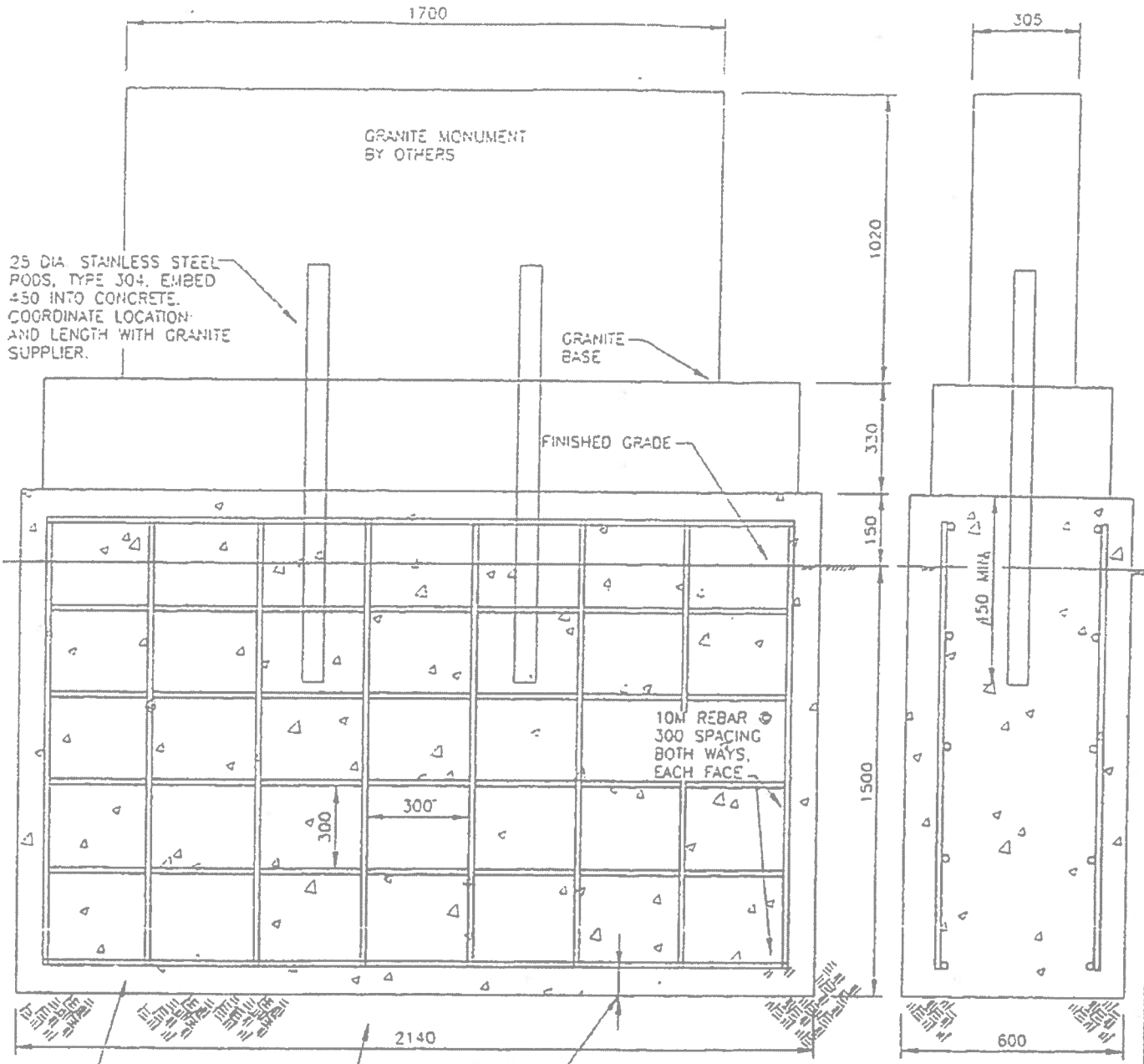
Attachment



H:\ENG\WP\DESIGN\SR\DESIGN\MEMO\NORWEIGA JS

COPY

FOUNDATION DESIGN



CONCRETE BASE
 MIN. 28 DAY COMPRESSIVE STRENGTH OF 30MPa
 AIR ENTRAINED TO 6% ± 1%

FOUNDATION SUBASE TO PROVIDE MIN. BEARING 120 kN/m² TO BE APPROVED BY A CERTIFIED GEOTECHNICAL ENGINEER

ELEVATION

FOR LOCATION OF MONUMENT, SCOPE OF WORK, ETC. SEE DOCUMENTS AND DRAWINGS BY OTHER.

NTS

NOTES:

- 1 ALL WORK TO HRM STANDARDS AND SPECS.
- 2 CONCRETE TO HAVE 28d COMPRESSIVE STRENGTH OF 30MPa
- 3 ALL CONCRETE WORK TO CAN/CSA A23.1-M90
- 4 MAINTAIN 75mm CLEAR COVER TO REINFORCEMENT
- 5 CONCRETE TO BE AIR ENTRAINED TO 5% ± 1%
- 6 MAXIMUM CONCRETE SLUMP 75mm
- 7 REINFORCEMENT TO CSA G30.18-M92 F_y MINIMUM = 400MPa
- 8 MINIMUM BEARING CAPACITY 120 kN/m² BEARING CAPACITY TO BE CONFIRMED IN WRITING BY SOILS ENGINEER

SACKVILLE LANDING PARK
 -NORWEIGAN STONE- FOUNDATION

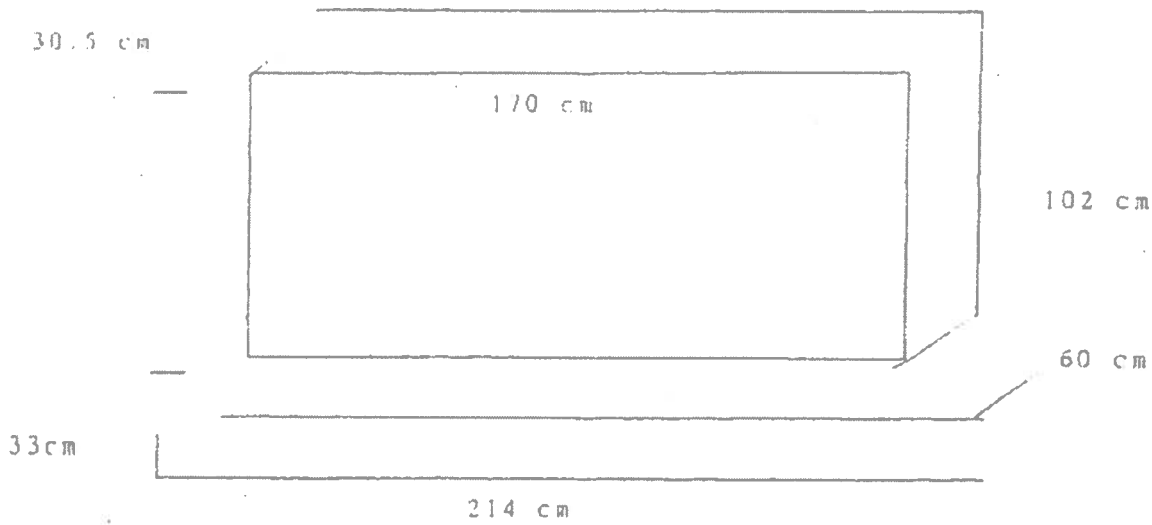
HALIFAX REGIONAL MUNICIPALITY-REGIONAL OPERATIONS-DESIGN SERVICES

Specimen for info only 3

COPY

Norwegian Memorial Stone - Measurements.
=====

This stone is identical in size to that of the Canadian Merchant Navy Memorial stone located on the Halifax Waterfront near the Wave.



Stone
=====

Height : 102 cm
Length: 170 cm
Depth : 30.5 cm

Base
=====

Height: 33 cm
Length: 214 cm
Depth : 60 cm

Polished on all five sides.

nft

From: kellyp@halifax.ca
Sent: August 3, 2007 8:58 AM
To: CNF
Subject: Re: War monuments at Sackville Landing, Halifax

Attachments: Text.htm



Text.htm (4 KB)

Thank you for your email asking HRM to take over ownership of Canadian and Norwegian monuments at the Sackville Landing. I have forwarded your email Paul Dunphy, Director of Community Development who will have a member of his staff contact you directly.

Again, thank you for contacting me. It is appreciated

Respectfully, I remain

Peter J. Kelly
Mayor

>>> "CNF" <cnf@nfsf.ca> August 1, 2007 1:38 pm >>>

Good Afternoon Mayor Kelly,

We would like to inquiry regarding the Canadian and Norwegian war monuments that are Sackville Landing in Halifax.

It is our understanding that the Municipality owns the land where both monuments are located but the Camp Norway Foundation claims title to the monuments.

The Camp Norway Foundation would like to look at the possibility of turning ownership of the two monuments over to HRM. Would you please confirm if this is possible and if so what would be required by your office to proceed if the Camp Norway Board wishes to do this in the future? At one point someone had indicated that we would just present a "Bill of Sale" for the monument to the respective municipality but we are not sure if this is the correct procedure.

Thank you in advance for your help in this matter.

Kind Regards
Dana Briand
Secretary
Camp Norway Foundation
Address: 206-11 Morris Dr., Dartmouth, NS B3B 1M2 Canada
Tel: 902-468-1330
Fax: 902-468-7200
Email: cnf@nfsf.ca

CONDITION ASSESSMENT - Norway Memorial WWII and Merchant Marine Memorial

Halifax Waterfront - Sackville Landing

September 2011

**'Norway'
Description:**

Highly polished granite vertical slab with commemorative inscriptions (in white) front and back. Overall quite grimy. Main slab sits on a smaller horizontal polished granite slab. Monument secured to small concrete plinth. Top slab is dark grey, bottom slab is light grey.

Overall dimensions: 66' to 7' length x 53" height x 23 3/4" at widest

Condition:

Overall sound condition. Caulking is detached in several areas. Lettering is legible but the white coating is quite cracked and crizzled.

**'Merchant Marine'
Description:**

Highly polished granite vertical slab with commemorative inscriptions (in white) front and back. Main slab sits on a smaller horizontal polished granite slab. Monument secured to small concrete plinth. There are also 2 smaller granite blocks at the rear of the memorial which each have 3 PVC lined flag-pole holes. Top slab is dark grey, bottom slab is light grey.

Condition:

Sound condition with a few surface cracks and chips. Overall quite grimy. Caulking is in poor condition. The granite is scratched along the front side. There are 2 significant chips - top, right hand side of main slab and bottom, right hand side of lower slab.

Treatment: A monument company such as Nelson Monuments would be best suited to carry out this work.

Gentle surface cleaning using water, soft rags and mild detergent.

Replace caulking.

Re-coat lettering for better legibility.

In-fill the chips with an epoxy and granite powder mixture.

Buff out surface scratches.

Site Considerations:

During the summer months, 2 merchants are set on either side of the Merchant Marine memorials. The location of the vendors does detract from the memorials and greatly hinders access. (See images).

The surface scratches appear to be caused from equipment being dragged against the surface. The low height of the granite does make it vulnerable to this kind of damage. (Snow removal, vendors, bikes, etc).

The courtyard area that is adjacent to the Sailor's Memorial appears to be a more 'contemplative' area for these works. It would not be difficult to re-site the memorials and a monument company would be the best option for this work.

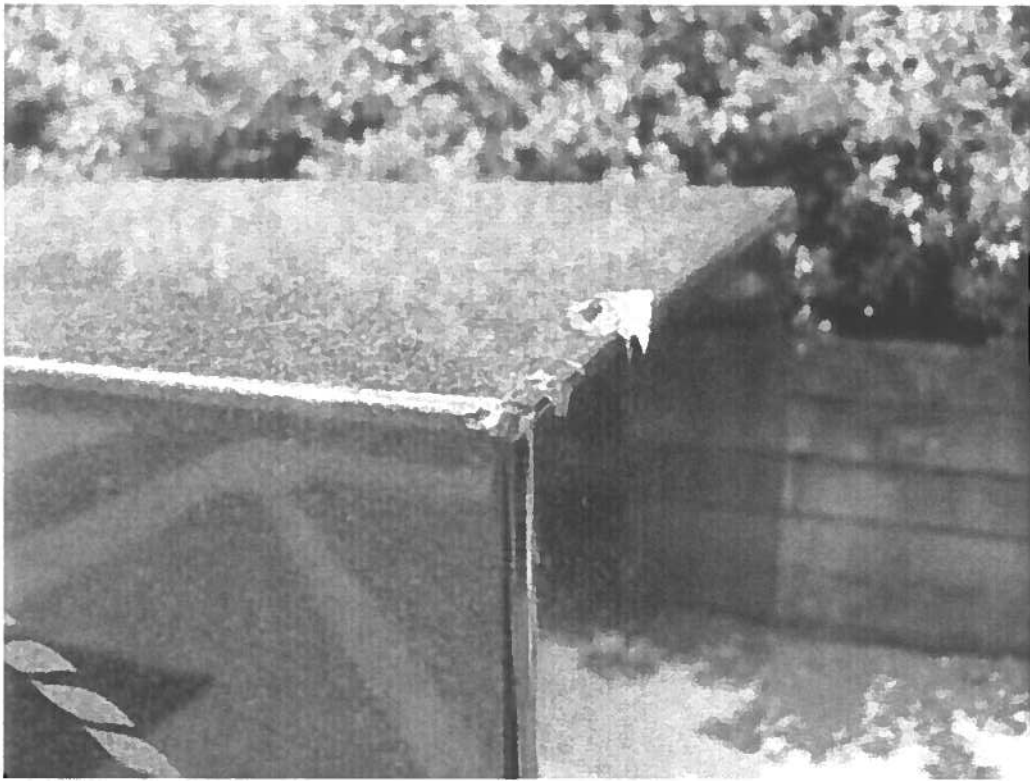
NORWAY





MERCHANT MARINE





Attachment 4

HALIFAX

P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

THIS AGREEMENT made the _____ day of _____, 20 ____.

BETWEEN:

CANADIAN MARITIME HERITAGE FOUNDATION
(formerly 'The Camp Norway Foundation')

- and -

HALIFAX REGIONAL MUNICIPALITY
("HRM")

WHEREAS the 1998 Letter of Agreement acknowledges the conditional transfer of ownership of the Memorial Stone (herein after referred to as the "Property") from the Royal Norwegian Consulate to the Halifax Regional Municipality;

AND WHEREAS, notwithstanding that the Halifax Regional Municipality is the owner of the Property, the Canadian Maritime Heritage Foundation (formerly the Camp Norway Foundation) has hitherto retained all costs and responsibility associated with the care and maintenance of the Property;

AND WHEREAS, in remembrance of those who served in the Norwegian Merchant Navy, Royal Norwegian Navy and Royal Norwegian Army during the Second World War who were lost at sea or buried in Nova Scotia, the Canadian Maritime Heritage Foundation desires to make an absolute gift to HRM of all of the Foundation's right, title, and interest in and to the Property, including responsibility for ongoing care and maintenance, subject only to the exceptions noted herein;

AND WHEREAS HRM desires to accept the responsibility for the ongoing care of the Property

NOW THIS AGREEMENT WITNESSETH as follows:

Transfer of Title and Copyright

1. The Canadian Maritime Heritage Foundation hereby gifts, assigns and transfers all of the Foundation's right, title, and interest in and to the Property, to HRM, for its own use absolutely, subject only to the terms of this Agreement.

2. The Property includes the items and things listed herein (Schedule A) at the time this Agreement is executed
3. The Property includes all subsisting copyright, except any exceptions noted herein.
4. The Property is deemed to be gifted and transferred as of the date indicated.
5. It is understood and agreed by the parties hereto that HRM shall at all times retain control and actual possession of the Property.
6. HRM hereby accepts the absolute gift of the Property from the Foundation, subject only to the terms of this Agreement.

Retention of the Property

7. It is HRM's intention to hold the Property in perpetuity. Notwithstanding, HRM shall not be obligated to retain the Property indefinitely, and HRM may transfer or dispose of the Property in accordance with standard museum principles. Such disposal may include the transfer of some or all of the Property to another institution which, in the opinion of HRM, is more appropriate to house the subject Property.
8. HRM will take reasonable care to protect the Property while it is in the possession of HRM.
9. HRM shall not be obligated to retain the Property in its current location, and may elect to relocate it to another location which is, in the opinion of HRM, more suitable for the Property.
10. The Canadian Maritime Heritage Foundation consents to being publicly identified as the donor of the Property.

General Terms

11. Should any provision of this Agreement be void or unenforceable, such provision shall be deemed severed and omitted, and this Agreement, with such provision omitted, shall remain in full force and effect.
12. This Agreement is binding on the parties hereto, and their respective heirs, executors, administrators, successors and assigns.
13. This Agreement constitutes the entire agreement between the parties, and all previous agreements, proposals or communication relating to the subject of this Agreement are hereby superseded and of no force or effect. There are no warranties, representations, terms, conditions or collateral agreements, express or implied, other than as set out herein.

- 14. The Canadian Maritime Heritage Foundation will hold harmless and indemnify HRM for any and all claims related to the Foundation's right, title, and interest in and to the Property, including, where applicable, all subsisting copyright, and particularly, the Foundation's right or authority to gift the Property to HRM on the terms contained herein.
- 15. The Property will be at the risk of the Canadian Maritime Heritage Foundation, until the date the Property is gifted and transferred, as indicated herein.
- 16. This Agreement is governed by the laws of the Province of Nova Scotia, and any dispute hereunder shall be referred to the exclusive jurisdiction of the Supreme Court of Nova Scotia.
- 17. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by *facsimile* or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the day and year first above written.

_____)
 Witness signature) _____
) On behalf of Canadian Maritime Heritage Foundation

Date: _____ Foundation Member's Name:

_____)
 Witness signature) _____
) On behalf of Canadian Maritime Heritage Foundation

Date: _____ Foundation Member's Name:

HALIFAX REGIONAL MUNICIPALITY

_____ Date
 Cathy Mellett, Municipal Clerk

_____ Date
 Witness signature

SCHEDULE "A"

To a Letter of Agreement

From the Canadian Maritime Heritage Foundation to the Halifax Regional Municipality

The following property is transferred to the Halifax Regional Municipality as of the _____ day of _____, 20_____.

Camp Norway Memorial



Assigned Number: 12.17 (2008 Outdoor Public Art Inventory, Halifax Regional Municipality)

Location: Located along the boardwalk, Halifax Waterfront near Sackville Landing, Summit Plaza

Property Description: Commemorates the Norwegian Merchant Navy and Royal Navy/Army who were lost at sea or buried in Nova Scotia - donated by Strandberg Stein, Norway

Highly polished black and grey flecked granite with incised text and image of sailor's front.

Overall: 7" width x 53" height x 24" - 12" depth