


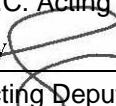
# HALIFAX

P.O. Box 1749  
Halifax, Nova Scotia  
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**Item No. 14.1.5**  
**Halifax Regional Council**  
**March 22, 2016**

**TO:** Mayor Savage and Members of Halifax Regional Council

**SUBMITTED BY:** Original Signed by   
\_\_\_\_\_  
John Traves, Q.C. Acting Chief Administrative Officer

Original Signed by   
\_\_\_\_\_  
Jane Fraser, Acting Deputy Chief Administrative Officer

**DATE:** March 16, 2016

**SUBJECT:** Dartmouth Heritage Museum Society Request for Management Agreement and Funding

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## **ORIGIN**

January 28, 2014 Regional Council Motion:

**MOVED** by Councillor McCluskey, seconded by Councillor Karsten that Halifax Regional Council:

1. Declare that 90 Alderney Drive is unsuitable for a museum, based on the CBCL structural assessment;
2. Refer 90 Alderney Drive for review in accordance with the process defined in Administrative Order 50;
3. Direct staff to complete the ongoing work on the inventory and restoration of HRM cultural artifacts;
4. Declare 90 Alderney Drive surplus to the needs of HRM and that an equivalent amount of money as realized from the sale of the property be put aside within the Sale of Land reserve to be used toward the establishment of a municipal museum in Dartmouth as part of a cultural cluster, and
5. Consider HRM's support and investment in community museums, regional museums, and collection of heritage artifacts as part of the Cultural and Heritage Priorities Plan and return to Council with recommendations for an HRM regional museum consistent with the direction outlined in the Plan.

**MOTION PUT AND PASSED UNANIMOUSLY.**

October 6, 2015 Regional Council Motion:

**MOVED** by Councillor McCluskey, seconded by Councillor Karsten that Halifax Regional Council direct staff to prepare a staff report that:

1. Outlines the findings of the conservator's report on phase 1 of work on the DHMS Artifact collection;
2. Outlines a plan to work with stakeholders, including the Board of DHMS, to determine the size and scope of a municipal museum;
3. Outlines the next steps in the completion of a municipal museum including allocation of capital funding and how it relates to the Cultural and Heritage Priorities Plan outlined in the January 28th motion and the subsequently requested Cultural Spaces Plan;

**RECOMMENDATIONS ON PAGE 2**

4. Explains the relationships with and impact to other museums in HRM;
5. Outlines potential short term options, including opportunities for displaying the artifacts;
6. Outlines potential cost sharing and fundraising opportunities; and
7. That Council direct staff to release the completed conservator's report (executive summary attached) that outlines the work completed on the artifacts and the ongoing requirements to maintain the collection. **MOTION PUT AND PASSED UNANIMOUSLY.**

### **LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter, section 75*

(1) The Municipality may agree with any person for the provision of a service or a capital facility that the Municipality is authorized to provide.

(2) An agreement made pursuant to subsection (1) may allow for the lease, operation or maintenance of the facility or provision of the service by a person...

*Halifax Regional Municipality Charter, section 79*

(1) Council may expend money required by the Municipality for

(ai) public grounds, squares, halls, museums, parks, tourist information centres and community centres

...

(av) a grant or contribution to

...

(v) any charitable, nursing, medical, athletic, educational, environmental, cultural, community, fraternal, recreational, religious, sporting or social organization within the Province.

### **RECOMMENDATION**

It is recommended that Halifax Regional Council:

1. Direct staff to implement the revised responsibilities for the Dartmouth Collection as outlined in Table 3 of this report;
2. Direct staff to negotiate an Interim Agreement subject to annual renewal for a period of three years with the Dartmouth Heritage Museum Society for proposed responsibilities in accordance with Table 3 and authorize the CAO to execute the Interim Agreement;
3. Approve an increase to the management fee directed to the Dartmouth Heritage Museum Society from \$50,000 to \$100,000, contingent on the identification of an appropriate funding source and the approval of same by the Audit & Finance Standing Committee;
4. Approve allocation of \$20,000 from Capital Project CD990003 (Cultural Spaces) for the migration of the database collection, and
5. Incorporate development of a regional museum strategy with supporting regional collection rationale in the Cultural Spaces Plan.

### **EXECUTIVE SUMMARY**

HRM's heritage inventory currently consists of three primary collections: the Dartmouth Collection, the Civic Collection, and the Municipal Archives. The proper management of HRM's important archival holdings is achieved through direct management by the Municipal Archives within the Corporate Information Management section of the Clerk's Office. Conversely, HRM's important artifact holdings have been managed through decentralized processes with responsibility for the majority of the holdings,

found in the Dartmouth Collection, being delegated to a community group, the Dartmouth Heritage Museum Society (DHMS). The completion of Phase One of HRM's Artifact Inventory and Conservation Project confirms the risk under which this delegation has placed the artifacts.

While there is strong interest in moving the development of a municipal museum forward, there is significant and important work to be completed in order to achieve that goal. Completion of the upcoming second phase of the inventory work is needed in order to determine a complete understanding of all of HRM's artifacts. Further, an overall strategy for a regional museum is necessary to start to determine the appropriate scope and necessary scale for such a service, which will in turn inform the necessary capital funding and resulting operating costs.

As a result of the amount of time needed to complete those tasks, the relationship with the DHMS should be updated and redefined while that work is ongoing. In order to ensure all of the related actions occur in an aligned fashion with the necessary and broader focus, this report outlines two overall recommended actions:

**1. Interim Management Agreement with Revised Scope of Services**

The DHMS has requested a new management agreement with the Municipality, and has reflected that the current level of municipal support is insufficient to carry out the work as indicated in the current agreement (see Attachment 1).

Based on the findings of the Phase One Artifact Inventory and Conservation Assessment, and the overall state of the current collection, significant additional funds should not be committed to this ongoing stewardship relationship in its current form. Rather, it is proposed that a revised scope of services be established wherein the DHMS' role is focused on the programming of the two current presentation venues, Evergreen House and Quaker House, with the mandate for the management of the artifacts and their storage location be placed under the direct care and control of the Municipality. The development of the collection, including accession (intake) and deaccession (removal), would be done in coordination with the DHMS with the Municipality holding final decisions on the inventory control of the artifact collection. All elements of the collection would remain available to the DHMS for the purposes of exhibition, with the control of access to the warehouse under the regulation of the Municipality.

During the course of this interim period, Phase Two of the Artifact Inventory and Conservation project will take place. Recommendations stemming from that process will include accession and deaccession rationale, inventory control procedures, updating database information and migration to a more suitable platform, and reconciliation of the DHMS loan program, the latter of which is expected to provide some public access avenues into the collection with more effective controls.

**2. Development of Regional Museum Strategy and Regional Collection Rationale**

While HRM acknowledges DHMS as an important stakeholder in any future plans for a municipal museum, it is impossible to advance a detailed business case for a new Regional Museum when both the mandate and the collections have not been fully assessed and rationalized. Likewise, although the stated interest of the DHMS is to expand its scope of operations to include a Regional collection and exhibition mandate, any proposed Regional Museum needs to include key stakeholder consultation with other community museums and the broader public.

While the timeline may be lengthy, the orchestration of Phase Two of the inventory and collections assessment, along with alignment to the Culture and Heritage Priorities Plan (CHPP) and Cultural Spaces Plan, is critical in order to define the context of museums and the Regional collection within the Municipality's broader cultural program.

Consideration of a Regional Museum at this stage also does not presuppose that it be one single, purpose-built facility, but rather could conceivably be a strengthening and a strategic resourcing of the existing community museum network. Therefore, the scope of the Cultural Spaces Plan should include the development of a Regional Museum strategy and a rationale for the

development of a Regional Heritage Collection. This initiative would involve regional stakeholder consultation, with dedicated involvement of the DHMS Board along with targeted consultation with Provincial and Federal governmental partners. The findings of this process will align with the work of the Cultural and Heritage Priorities Plan.

## **BACKGROUND**

Prior to amalgamation, the Dartmouth Heritage Museum was owned and operated by the City of Dartmouth in a museum located at 100 Wyse Road. At amalgamation the assets, including more than 40,000 artifacts (the "Dartmouth Collection") and two historic houses (Evergreen House and Quaker House), passed to HRM. Also at amalgamation the Civic Collection was established, consisting of objects previously belonging to the former City of Dartmouth, City of Halifax, Town of Bedford, and Halifax County, which were to represent the social, cultural, and political history of the new municipal unit.

In 1999, a non-profit society, Dartmouth Heritage Museum Society ("DHMS"), was established to manage the Dartmouth Collection. In 2000, a service agreement was entered into between HRM and the DHMS to formalize the management of the collection. The agreement covered the care of over 40,000 items, a large portion of which are archival records, such as documents, photographs, and audio-visual recordings, as well as furniture, household goods, outdoor equipment, and paintings principally concerning the history of Dartmouth. The management agreement outlined the responsibility for DHMS to operate two cultural facilities (Evergreen House and Quaker House) and responsibility for curating and preserving the collection. The agreement outlined that HRM provides DHMS with annual funding of \$50,000 for provision of those services. HRM is also responsible for annual facilities costs (utilities, maintenance, rental fees, etc). In 2005, the original agreement was renewed and that renewal agreement remains in effect.

Upon closure of the original museum in 2002, the collection was moved to a warehouse facility. In 2007, DHMS hired a consultant to perform an audit of the collection; however, the process was halted when mould was discovered within some artifacts in the collection. While the presence of mould is not uncommon in collections, the mould problem was purported to be significant enough to cause unsafe conditions for staff to be working with the collection. Therefore, no further work was done to unpack the collection after the 2007 audit attempt. In fact, from 2007 to 2013, DHMS and HRM staff rarely entered the warehouse, except to check furnace levels and download data-loggers.

In 2008, DHMS transferred the archival holdings of the City of Dartmouth records to HRM Archives as the official repository for historical municipal records. Dartmouth historical municipal records are now preserved and accessible through the HRM Archives' public Reading Room and on-line database. DHMS has continued to acquire Dartmouth archival records donated by the community and currently holds those at the warehouse, along with the artifacts.

In 2009, Regional Council passed a motion which directed that the DHMS be given exclusive right to the use of the former Dartmouth City Hall building (90 Alderney Drive) for the purpose of a permanent museum and creation of a Cultural Cluster.

In December 2012, HRM's Auditor General released the report "Care of HRM Cultural Artifacts/Artworks including the Jordi Bonet Halifax Explosion Sculpture". The report outlined concerns with the state of HRM's artifacts and recommended that HRM complete an up-to-date inventory and condition assessment of the entire collection, as well as create a plan for the on-going maintenance, care and conservation of the collection based on up-to-date information. HRM contracted Mclvor Conservation to initiate that work.

In January 2014, Regional Council declared that the building at 90 Alderney Drive was unsuitable for a museum and directed 90 Alderney Drive be declared surplus to the needs of HRM. Regional Council's motion further directed that an equivalent amount of money from the sale of the property was to be put aside to be used toward the establishment of a municipal museum in Dartmouth as part of a cultural cluster. Staff was further directed to consider HRM's support and investment in community museums,

regional museums, and collection of heritage artifacts as part of the CHPP and return to Council with recommendations for an HRM regional museum consistent with the direction outlined in the CHPP.

In 2015, Mclvor Conservation completed work on Phase One of the Collection Inventory and Conservation Project. A team of four conservators worked to unpack, organize, list and stabilize the artifacts located at the warehouse for over a year. Monthly status reports were submitted to staff and in February 2015, the final report was received with a detailed account of the work completed, as well as recommendations for immediate and future care and control of the collection and the HRM heritage assets located throughout the municipality. Due to the size of the document, the Executive Summary is provided in Attachment 2. The complete document is available at

<http://www.halifax.ca/events/documents/HRM.DHMArtifactCollectionReportReduced.pdf>

In fall 2015, staff met with the DHMS Board Chair and Executive Director, along with elected officials, regarding the status of the future Regional Museum including available funding, DHMS's management agreement, and the Conservator's report on the collection. Following that meeting, on October 6, 2015, Regional Council passed a motion requesting an update on the funding and plan for the future museum and authorizing the release of the conservator's report.

In mid-October 2015, staff then met with the DHMS Board Chair and Executive Director and elected officials to discuss the status of the management agreement and release of the conservator's report. Staff was informed that the DHMS would no longer be operating as per the terms of 2005 management agreement due to lack of finances. The curator role was vacant and the Museum's primary exhibition venue, Evergreen House, would transition to a seasonal operation for 2015/16. The DHMS would continue to operate an exhibition venue at Quaker House on a seasonal basis. The parties agreed to a multi-phased approach with the renewal of the management agreement for the historic properties being the initial focus followed by decisions on the management of the collection and plan for the future museum once further direction was received from Regional Council.

An initial meeting was held between staff and DHMS to discuss the negotiation of a new management agreement. On December 8, 2015, staff received a draft DHMS Business Plan outlining the organization's strategic goals and objectives and which included a request for updated financial support from HRM in the amount of \$174,500 (Attachment 3). The request stated that \$150,000 would be used to hire the equivalent of three full time positions and \$4,500 used for annual conservation materials with a one-time fee of \$20,000 for the transfer of the existing data base to a more accessible inventory management system. DHMS also offered to take on the management of the HRM Civic, Police and Fire Services collections, as well as the (inactive) Art Loan program. The plan also stated the intention to develop a relocation plan and acquire an alternative facility to house the collection.

## **DISCUSSION**

HRM's collection of artifacts is an important part of the municipality's history. HRM must ensure that all of its archival and cultural artifacts are managed and preserved in a manner that recognizes their importance. While HRM's archival collection has been managed directly by HRM, through the Municipal Archives division, with industry consistent processes, the management approach for the care and control the municipality's historical artifacts has been through a decentralized system, including oversight by specific municipal departments along with community organizations.

HRM recognized the necessity for clarity in its role and overall management of cultural artifacts and facilities. As part of the 2014 Regional Plan, Regional Council approved the development of a CHPP to clarify municipal priorities and create a framework for strategic planning and investment in culture and heritage. As part of the development of priorities, the CHPP will consider HRM's role in community museums, management of historic artifact collections, and partnerships with community groups delivering the museum experience and social heritage programming. This overarching consideration of HRM's broader cultural priorities and social heritage mandate will provide the vision and strategy for regional and community museums and the municipal collection. Phase 1 of the CHPP is slated to commence in April 2016, in partnership with the Province of Nova Scotia.

Concurrent to the CHPP is the Cultural Spaces Plan, an initiative which, through consultation, will conduct a facility-based needs assessment, feasibility studies and identify potential partners and service delivery models that may include new cultural spaces. Collectively, these initiatives will inform HRM's approach to cultural spaces and cultural assets.

Recognizing that the timeline of such significant projects is lengthy but critical to align with these larger corporate initiatives, HRM has continued to support the DHMS as per the terms of the 2005 management agreement. The CHPP is a comprehensive process expected to unfold over several years. However, the recent request from the DHMS to enter into a new management contract "to manage the cultural identity of Halifax" has precipitated the need for direction regarding the nature and scope of DHMS's responsibilities for the management of the collection and the nature of their ongoing relationship with HRM.

The intention of this report is to obtain direction for the future roles and responsibilities of the DHMS related to the management and stewardship of the associated facilities of Evergreen House and Quaker House along with the artifacts located in the storage warehouse. The report also considers the results of Phase One of the inventory and conservation project, as well as HRM's relationship and financial support to the DHMS relative to the other members of the network of community museums in the Municipality. Finally, these assessments are made relative to the January 28, 2014 directive of Regional Council further to the development of a Regional Museum.

As a result, this report responds to the following components of the October 6, 2015 Regional Council motion:

- A. Relationships with and impact on other museums in HRM;
- B. Findings of the conservator's report;
- C. Next steps for completion of a municipal museum;
- D. Short term options for displaying the artifacts; and
- E. Potential cost sharing and fundraising opportunities.

The report will also address the recent request from DHMS for additional funding and increased role in the management of HRM artifacts.

#### **A. Municipal Community Museum Network**

There are 27 museums across HRM. These resources are managed either directly or through a system of co-operative agreements with societies and local boards. Of the 27, four are operated by the federal government, four by the province, and the rest (19) by non-profit community organizations. The Municipality supports the majority of these 19 museums through tax relief and grants, although not all 'museums' are fully exempt under the current tax relief program. There are legacy issues with the municipal assistance to these community-based museums, in terms of the different criteria used over time and a reluctance to change current funding in order to realize better equity and accountability. Four of the 19 community museums—Evergreen House and Quaker House (Dartmouth), McPhee House (Sheet Harbour), and Scott Manor House (Bedford)—operate in HRM-owned buildings through agreements and receive funding from HRM for the majority of operational and capital expenditures. While HRM also supports the Sheet Harbour & Area Heritage Society and the Fort Sackville Foundation, it does not provide a fee for collection management services.

A summary of HRM costs for operating/maintenance services are outlined in Table 1 based on 2013-2015 average.

TABLE 1

	<b>Evergreen House &amp; Quaker House</b>	<b>McPhee House</b>	<b>Scott Manor House</b>
<b>Asset Manager</b>	Dartmouth Heritage Museum Society	Sheet Harbour & Area Heritage Society	Fort Sackville Foundation
<b>Location</b>	Dartmouth	Sheet Harbour	Bedford
<b>HRM Funding (annual)</b>	Management Fee \$50,000	None	None
	Operational/maintenance costs approx. \$35,000	Operational/maintenance costs approx. \$5,000	Operational/maintenance costs approx. \$29,000
	Warehouse rental costs \$82,000 Warehouse maintenance costs approx. \$11,000		
<b>Programs &amp; Services</b>	2015/16 Evergreen House seasonal Quaker House seasonal Permanent displays Rotating exhibits Guided tours Afternoon teas Research facility	Seasonal (June to September)	Seasonal (June to September) Museum Permanent displays Guided tours Afternoon teas Research facility Meeting rooms Heritage gardening

As HRM has not previously articulated how community museums factor into the municipal cultural mandate, these relationships have typically developed on an ad hoc basis. Therefore, issues such as equitable access to municipal support, performance measurements, and other important operational considerations have not been addressed. Of the three HRM facility management partnerships which include cultural artifacts, the agreement with DHMS is the most complex, as it covers the largest collection and two buildings. However, all of the facility partnerships were entered into in isolation of each other and without an overall assessment of the overall municipal role in museum management.

The work of the CHPP and the Cultural Spaces Plan will be an important tool for the determination of the role of community museums in the municipal cultural mandate and enable a comprehensive review of the types, levels and relativity of support provided by HRM.

Dartmouth Heritage Collection and Municipal Relationship to the DHMS

DHMS has their office in Evergreen House and hosts social gatherings, teas, temporary exhibitions, administers the rental of Evergreen for special events, and organizes fundraising activities such as calendars and Christmas cards. They also provide on-the-ground stewardship of Evergreen House and Quaker House that serve as exhibition venues. As witnessed in Phase One of the Inventory project, the DHMS is supported by committed and gifted volunteers. HRM recognizes that the extensive range of volunteering enhances community cohesion and enables exhibitions and activities that would not otherwise occur.

The formal direction that outlines and enables the activities of the DHMS related to Evergreen House, Quaker House and the artifact collection is articulated in the 2005 management agreement. Dartmouth Heritage Museum Society is responsible to manage the Dartmouth Collection and two facilities on behalf of HRM (Attachment 1).

Section 2.02 of the 2005 agreement states:

*The Society shall have full responsibility for the development, management, promotion,*

*operation and administration of the Collection and Museum Buildings in accordance with and subject to the terms and conditions of this Agreement except to the extent otherwise determined by the Municipality and as communicated in writing to the Society. The Society shall perform its duties and exercise the powers and authority set out in the Agreement in a competent, efficient and economical manner subject to the directions from time to time of the Municipality, which directions shall not be in contradiction with the terms of this Agreement or with the terms of the Memorandum of Association of the Society.*

Municipal Support to DMHS

DHMS has requested a 350% increase in their municipal funding, from \$50,000 to \$174,500. This funding will be used to hire three full-time positions, as well as for conservation, materials, and a one-time fee of \$20,000 for database migration. This request must be viewed in the context of the total municipal investment which supports the DHMS in the management and care and exhibition of the Dartmouth Collection and cultural facilities.

Table 2 illustrates that the current total annual operating investment for the management of the Dartmouth Collection by the Municipality is approximately \$178,000. In addition to operating costs, the municipality has been reinvesting capital funds to maintain a state of good repair for the historic properties. Quaker House received capital upgrades of approximately \$44,000 in 2015/2016. Planning and design work is currently underway for \$100,000 in capital improvements to Evergreen House. Factoring in the \$150,000 HRM spent on Phase One of the Inventory Project, there has been a total of \$472,000 (in 2015/16) allocated in capital and operating funding associated with the collection and the two properties. Since 2012, there has also been considerable staff time allocated to the DHMS relationship.

Table 2

Current Annual Operating Costs		Annual Operating Costs with Requested Increased Funding	
Warehouse Rental Fee	\$82,000	Warehouse Rental Fee	\$82,000
Warehouse Operating/Maintenance costs	\$11,000	Warehouse Operating/Maintenance costs	\$11,000
Management fee	\$50,000	Management fee	\$150,000+4,500 (supplies)
Evergreen & Quaker House Operating & Maintenance	\$35,000	Evergreen & Quaker House Operating & Maintenance	\$35,000
Total	\$178,000	Total	\$282,500

In comparison, the total annual budget for the Municipal Archives program operated within the Corporate Information Management (CIM) section of the Clerk's Office is approximately is \$100,000 (based on salaries, supplies, and the database costs). The Municipal Archives is mandated to identify, acquire, preserve and promote access to municipal government and non-government archival records documenting the history of the entire Municipality.

With the requested increase from DHMS, HRM's annual operating investment related to the DHMS collection would be \$282,500, in addition to the funding required for the remaining inventory and assessment work and HRM staff oversight. The municipality must identify cost savings and remain committed to regular monitoring to ensure programs and services are delivered in the most cost effective and sustainable way. Therefore, increasing the municipality's annual investment to \$282,500 would not be the most effective use of HRM's funds with respect to the management of these heritage assets.

HRM has led and funded the work on the first phase of the inventory and assessment of the collection and will continue to complete that work through future phases. With staff's recommendation to transfer the responsibility for the collection back to the municipality, HRM would continue to provide for the ongoing inventory and conservation work. Further, it is recommended that HRM provide funding for the migration of the database collection into a format that is able to be shared with the Municipality.



The transfer of responsibility for overall management of the collection back to the Municipality would reduce the burden on DHMS and, as a result, DHMS should not require the requested additional staff positions. However, the funding level has not been adjusted since the original agreement in 2000 and HRM does require DHMS to operate two facilities. Therefore, it is recommended that the funding level be increased to include funding for one additional staff position. With HRM assuming lead responsibility for the management of the collection, the increase to two positions along with the Executive Director position should be sufficient for the effective completion of the proposed responsibilities for DHMS. The addition of one staff position and necessary supplies would increase the funding from \$50,000 to \$100,000.

According to DHMS's income and expense statement (Attachment 4), DHMS is currently in receipt of approximately \$65,000 in funding from the other levels of government. HRM is committed to assisting DHMS with accessing other government funding programs to supplement their current funding. This funding would provide additional opportunities for DHMS to hire part-time (students) and contract staff to implement improvements of the collection directed by HRM as outlined in the conservator's report.

## **B. Summary of Inventory and Collection Assessment Report Findings**

As noted, HRM hired Mclvor Conservations to undertake an updated inventory and condition assessment of the collection housed in the warehouse pursuant to the Auditor General's recommendation. There are three separate collections of artifacts within the Dartmouth Collection housed at the warehouse under DHMS' management: the Fine Art Collection, the Object Collection and the Archival Collection. There is also an archival collection housed in Evergreen House. Due to the volume of artifacts and complexity of the assessment, HRM has phased the inventory and assessment work.

### Phase One of the Artifact Inventory and Conservation Project

The results of Phase 1 of the Artifact Inventory and Conservation Project have been shared in full with the DMHS, per the direction of the October 6, 2015 motion (part 7) of Regional Council. A summary of the findings from the inventory and condition assessment is as follows:

The initial focus of the first phase was the Fine Art Collection, as it was considered to be the most vulnerable and poorly housed. The conservator found numerous fine art pieces improperly stored, some of which were in danger of being damaged by contact with baseboard heaters. Many other artifacts were found badly damaged, but had not been deaccessioned. The conservation team contained some dangerous artifacts (i.e., gun powder and guns stored in an unsafe manner) for removal by Halifax Regional Police.

Phase One continued with the object collection which makes up the bulk of the artifacts in the warehouse. The Objects Conservator focused on the tool collection, as well as the collection of skates, snow shoes, cameras, and office equipment. New shelving units were installed to accommodate all of the hand tools, toys and dolls, skates, clocks, stoves, animal husbandry objects, trophies and medals, most of which was found in unpacked boxes throughout the warehouse. The large pieces of furniture were moved onto newly designed furniture racks and access rows were created between the furniture. Custom storage boxes and supports were created for many of the objects, from folios for canvases to jewellery trays to mounts for tools and models.

The archival collection was found to be disorganized and generally poorly housed. Newly acquired objects were stored amongst paper materials with un-accessioned and accessioned materials mixed together. Few of the materials were housed in archival boxes or folders. Evergreen House is home to a large collection of archival materials, much of which was acquired and accessioned in the 1990's. The archives have been vastly improved, but it still requires substantial curatorial decision-making. The report indicated that DHMS should enter into discussions with Municipal Archives to transfer the remainder of the DHMS archival holdings, with an agreement to provide reproductions and loans for museum exhibits and research. HRM Archives has initiated discussions for transfer of archival material in the warehouse as the first priority as it is a poor location for these types of materials.

In addition to the work carried out at the warehouse, the conservators worked at Evergreen House, removing the artworks for the walls, checking the condition, installing backing boards and providing advice on the collection on display. The report states, *“Evergreen House was found to be dirty and poorly organized. Newly acquired artifacts were not taken to the warehouse or were taken to the warehouse but never unpacked. Artifacts being considered by the Collections Management Committee at Evergreen were not accessioned or were not returned to donors immediately. This is basic collections management. Artifacts were found to have been on display for too long and are suffering from fatigue”*.

The condition of the collection was summarized by the conservator, *“Overall despite the years of benign neglect and the environmental conditions within the warehouse, the overall state of the collection is stable. With the completion of Phase One the collection was fully accessible and 90% unpacked, stabilized and listed and the warehouse space has been greatly improved”*.

#### Phase Two of the Artifact Inventory and Conservation Project

Phase One was implemented to satisfy the immediate concerns reflected in the Auditor General’s report. That phase stabilized the artifacts in a preventive manner, and while some of the artifacts require conservation treatment, they remain in a stable, yet “static” state until their future is determined. The results from the work completed identify the need for HRM to now develop a plan to assess what remains in the collection and how it should be condensed to determine its future. There are still sections of the collection that need to be unpacked and inventoried. As this work is being completed, and as part of the Cultural Spaces Plan, staff will consult with community stakeholders to guide HRM in setting the mandate of the collection as well as the other collections owned and managed by the Municipality. This is the opportunity to work collaboratively with the museum community who can offer high-calibre, curatorial knowledge, as well as have broad experience with successful museum models.

In addition to the Dartmouth collection, HRM also owns and directly manages the Civic Collection, consisting of hundreds of general civic heritage assets, including artifacts, artworks, plaques and gifts. These culture and heritage assets have been accepted independently of each other, and therefore lack any obvious thematic or regional relationship. The grouping includes assets acquired by Fire & Emergency Services, the Halifax Regional Police, City Hall and HRM staff, as well as migrated elements of items accepted by the former City of Halifax and Halifax County. The assets are stored at different locations throughout the region including the warehouse facility, City Hall, Fire & Emergency Services and Halifax Regional Police Headquarters, and other HRM-owned facilities. All of these assets, rationalized and considered within the context of developing a Regional Collection, and those of other community museums, will cumulatively inform the Regional Museum requirements.

To that end, the second phase of the Artifact Inventory and Conservation Project will include:

- Further inventory and conservation of the warehouse collection including realigning with the HRM archival accession and deaccession practices and policies;
- Reconciliation of the current inactive Art Loan program;
- Implementation of an inventory control process for artworks in Municipal buildings to direct the housing, display and maintenance of artifacts; and
- Assessment of the remaining civic collections.

The second phase of the artifact inventory project will be started in the 2016/17 fiscal year. The timeline for its completion will be dependent on the number of artifacts and any complexities associated with their locations.

#### **C. Development of a Municipal Museum**

In October 2015, Regional Council requested an update on a plan to work with stakeholders, including the Board of DHMS, to determine the size and scope of a municipal museum. As well, information was requested on the next steps in the completion of a municipal museum, including allocation of capital

funding and how it relates to the CHPP outlined in the January 28, 2014 motion and the Cultural Spaces Plan.

Determination of the size and scope of a municipal museum is a complex process. It requires a detailed inventory of all artifacts and a thorough understanding of any specialized storage and display requirements of the collection. Without the completion of the second phase of the artifact inventory, HRM will not have the necessary knowledge to be able to properly assess the necessary size and scope for a municipal museum.

In terms of capital funding for a municipal museum, Regional Council has directed that an equivalent value received from the sale of 90 Alderney Drive be allocated to the development of a municipal museum. At this time, no revenue has been realized from 90 Alderney Drive and, as a result, an equivalent amount of funding is not known. Further, an estimated cost of a future museum is dependent on its size and scope so until those components can be further refined, an estimation of capital funding is premature.

In terms of a plan to work with stakeholders to determine the size and scope, there are multiple stakeholders that will need to be consulted to provide valuable and necessary input. It is recommended that the scope of the Cultural Spaces Plan include the development of a Regional Museum Strategy and a rationale for the development of a Regional Heritage Collection. This initiative would involve regional stakeholder consultation, with dedicated involvement of the DHMS Board, along with consultation with Provincial and Federal governmental partners such as the Citadel, Maritime Museum, etc. regarding collection management. Local organizations such as the Association of Nova Scotia Museums can provide direction on developing a museum interpretive study specific to the Municipality. The findings of this process will translate the proposed Regional Museum concept into a sound operational planning document and align with the work of the CHPP.

The objectives of the planning document would include, first and foremost, the identification of the theme or purpose of the Municipality's collection and programming and:

- Determining a preferred model for public access to the Municipality's heritage collection and programs, including consideration of an interim rationale for broader public access to the heritage items currently owned and maintained by the Municipality and possible loan program;
- Development of further short-term opportunities for collaboration with other stakeholders in the community museum network;
- Recommendations on possible governance model for the administration of a Regional Museum Society, including definitions regarding the role of the Municipality;
- Reviewing the ongoing role of the DHMS and the Municipality's other community museum interests in relation to a Regional Museum; and
- The development of a business plan and operational feasibility study for a prospective Regional Museum that would include recommendations on possible cost-sharing and alternative revenue generation including the development of a capital needs assessment.

HRM's work will also need to align with and can build on the upcoming findings of the NS Culture Action Plan, which will include significant work on the provincial delivery of museum programs and services. Stakeholder meetings on the provincial plan are expected to begin shortly.

Finally, in accordance with the January 28, 2014 motion of Regional Council, recommendations from this proposed plan relative to a prospective Regional Museum facility would also aid in informing and aligning to the development of the CHPP.

#### Municipal Oversight of the Dartmouth Collection

HRM is the owner of the Dartmouth Collection and is vested with the ultimate responsibility for the development, preservation, study and display of the elements of the artifact collection. To-date, there has been insufficient dedicated oversight by HRM of the inventory management component of the museum's

holdings, which has put the material condition of the collection at risk and required significant expenditure on conservation and remediation work. One of the fundamental principles of museum management is that collections should be passed on in good order to people continuing in the management function and that HRM and DHMS have a legal and moral obligation that requires the collection to be well cared for and managed.

HRM's responsibility for its artifact collection and the previous delegation of that responsibility was recognized in the 2012 Auditor General's report. Section 3.0.1 of the 2012 Auditor General's report states: *HRM should consider immediately assigning responsibility for the civic cultural collection to a position staffed by a suitably accredited individual. In the absence of this individual, an appropriate temporary assignment should be made.*

In response to that recommendation and, in recognition of HRM's responsibility for stewardship of the Municipality's assets, the recent realignment of the Parks and Recreation business unit included the reinstatement of a position responsible for the oversight of the Municipality's cultural assets.

The Cultural Asset Manager/Curator will provide direction and support to Boards and staff managing HRM cultural assets, in particular the DHMS, and will oversee the stewardship of the collections and lead decision-making in consultation with the groups who manage the collections. This position will be responsible to create new collection and de-accessioning policies as required, based on Phase One work and current collection needs. There is also a need for HRM to develop a collection policy for the Civic collection, and the public art collection, in coordination with the Municipal Archives Acquisition Policy and Public Art Policy.

This role will also facilitate the management of Phase Two of the Artifact Inventory and Conservation Project and will also work closely with HRM's archive team to ensure all of HRM's historical pieces are protected consistently. This, along with the work already completed, will allow the Cultural Asset Manager/Curator to ensure evidence-based rationale is considered for the care and control of HRM's collections and cultural assets.

#### Proposed Ongoing Partnership with the DHMS

While the DHMS has a committed Board and an active and invested volunteer base, the findings of the Phase One report reflect that it is unrealistic to expect a small organization to hold responsibility for the operation of two cultural facilities, as well as the management of a vast collection and database. As their proposed business plan suggests, DHMS has key issues to manage with identity, governance, resource management and operational stability.

The partnership between HRM and DHMS has been contentious over the years. The current management agreement with the DHMS is structured in such a way that the organization operates largely independently, but is nevertheless dependent upon the Municipality for the resources necessary to care for the collection it has been tasked to manage. In order to fulfil their responsibilities for the collection and the heritage properties, DHMS has indicated that a substantial financial investment to fund salaries is required. However, as outlined in the Auditor General's report, and confirmed in the Conservator's report, HRM should not have been relying on a small community organization for management of such a vast collection in addition to the operation of two buildings. This approach resulted in ineffective management of the collection in the warehouse and inconsistent curatorial practices which put the collection at further risk. HRM should not perpetuate that risk by providing additional financial support to fund additional staffing for collection management. Rather, HRM should set the funding requirements that are tied to museum-related functions that DHMS are best suited to perform and assume the appropriate responsibility for the collection.

It is critical to the success of this proposed agreement that a framework be established through an understanding of focused roles and expectations, with specific attention to the collection in the warehouse. Therefore, under the terms of the proposed Three Year Agreement, the Municipality would be responsible for directing the inventory management, preservation and operational control of artifacts in

the warehouse. DHMS would be responsible for programming the two heritage properties, database reconciliation and, with HRM and other key stakeholders, assisting to define the collection rationale. The DHMS' role would become focused upon curation and presentation, and HRM would assume responsibility of the overall leadership of the management of the collection. HRM would also establish clear expectations so that the collection could be easily accessed by DHMS in order to fulfill their exhibition and public access mandate.

The key components of the partnership which will need to be clarified through an updated agreement are:

*i. Accession and Deaccession Issues*

The Dartmouth Heritage Museum has a 'community scope' in what it collects and exhibits, and it is clear that the collection related to Dartmouth is the largest of all the community museum collections. The DHMS has shown, over time, a commitment to the care and display of the collection that must be valued and respected. However, as is clear in the Phase One Artifact Inventory and Conservation Project report, acquisitions have not been balanced with the DHMS' capacity to effectively manage, preserve, and provide access to the collection as per the terms of the 2005 agreement. The DHMS has continued to accession new artifacts into the collection on HRM's behalf, but have done so without discussion of cost impacts to the Municipality. While it is understood that de-accessioning is a challenge for all museums, until Phase One of the Inventory Project, decisions to de-accession artifacts from the Dartmouth collection were rare.

As the Conservator's report clearly states, the collection has artifacts that must be de-accessioned in order to reach the state of a viable and effective collection. As well, HRM needs to lead the re-establishment of clear accessioning criteria so that new artifacts are appropriate for acceptance into the Municipality's overall artifact collection. The proposed partnership framework also needs to ensure HRM and DHMS can continue to move forward with exploring opportunities to repatriate and/or loan artifacts in the collection.

*ii. Database Reconciliation Process*

DHMS has recognized there are issues with the reconciliation of artifacts in their existing database and has sought consultation and advice from Association of Nova Scotia Museums (ANSM) on next steps, dependent on HRM funding.

Currently, many accessioned artifacts are not in the database. Conversely, some are listed in the database but are missing in the warehouse. Others have never been formally accessioned but are nonetheless being stored in the warehouse. The DHMS is the link to the records and history of the collection and as such are the "holders" of the "provenance" of the collection. Without the provenance, the artifacts lose their context. Currently, HRM has no access to the database and, as a result, none of the provenance information. In conjunction with Phase Two of the Artifact Inventory and Conservation project, HRM will provide the necessary funding for the data base project so that the DHMS has support to recreate and reconcile an accurate collections database. Subsequently, DHMS will need to provide HRM with shared access to the database.

*iii. Resource Issues*

HRM acknowledges DHMS faces some difficult issues with their existing business model. In addition to the current Municipal support, the Society receives annual funding from the provincial Community Museum Assistance Program (CMAP). According to financial reporting, DHMS is currently in receipt of approximately \$117,000 in funding support, including the management fee from HRM. For the 2014/15 fiscal year, DHMS reported a small operating deficit. In the 2013/14 fiscal year, salaries for two full time staff were 81% of the total expenses. In 2014/2015, the salary expenses were 83% of the overall expenses. This is not the recommended model for an organization of this size or scope as it is not sustainable, especially as the collection in the warehouse and Evergreen was found lacking day to day management and maintenance.

As well, the additional resources the Municipality has committed to Phase Two of the Inventory Project with the new HRM staff position providing direction and support to DHMS, transfers some of the current responsibilities facing DHMS. Through Phase One of the Inventory Project, the Conservator outlined a warehouse work plan for DHMS. DHMS staff and volunteers subsequently delivered the tasks, i.e., unpacking, sorting, listing and curatorial research. This arrangement proved successful and will be continued in Phase Two.

iv. Proposed Business Objectives

In its business plan submitted to HRM, the DHMS outlined several business objectives that they would propose to provide under the requested additional funding. These include:

- Increasing museum awareness through a marketing campaign
- Continuing to promote exhibitions/programs
- Developing tools for measurement and analysis
- Migration of the database (Completion of migration work)
- Hosting “fee free” programs
- Identifying rental opportunities for community groups
- Improving access through signage
- Utilizing social media to drive awareness and increase attendance
- Increasing fundraising by 25% through increased sponsorship, donations, etc.
- Implementing retail and rental strategies to increase brand awareness
- Developing community outreach program to increase membership revenue by 15% each year
- Securing funding and then implementing point of sale system and improving payment options
- Elevating administrative functions through improved hiring and retention procedures
- Continuing to develop and access policies and procedures that ensure accountability of Board, staff and volunteers
- Publishing all museum events, meetings through social media
- Creating a community advisory group to assure stakeholder input
- Creating process to review and publish the management contract

While many of the proposed activities are related to the direct operation of the DHMS, there are some that relate to the management of the HRM’s cultural artifacts. These include:

- Hiring of a Collections Manager to ensure professional stewardship of the collection
- Migration of the database (funding and leading)
- Ensuring resolution of the outstanding issues from the McIvor Conservation Report
- Stewardship of the additional HRM collections
- Developing a relocation plan and acquiring an alternate facility to house collection, run programs and expand the collection

As a result of the recommended transfer of the management of the Dartmouth collection to HRM and the retention of the management of remaining HRM collections, these functions would fall under HRM’s responsibility. It would be expected that HRM would request assistance from DHMS, where applicable, on the implementation of work to address these items. That assistance would be defined in clear roles and responsibilities and outlined in a new management agreement.

Proposed Responsibilities

In order to address these key components and embed the relevant services proposed in the DHMS Business Plan, Table 3 outlines a high level summary of the current and proposed responsibilities that would form the foundation of the partnership.

Table 3

Current Broad Responsibilities		Proposed Specific Responsibilities	
HRM	DHMS	HRM	DHMS
Capital requirements of buildings	Operation of Evergreen House	Capital requirements of buildings	Operation of Evergreen House
Rental of storage facility	Operation of Quaker House	Rental of storage facility and associated costs	Operation of Quaker House
Utilities and maintenance costs for storage facility	Exhibitions at both facilities	Utilities and maintenance for HRM buildings	Provide permanent and temporary exhibitions at both facilities
Utilities and maintenance for HRM buildings	Management and preservation of Collection in warehouse	Fund & lead database reconciliation project	Database migration and provision of shared access
	Database access and management	Provide work plan for management of collection in warehouse	Assist the Phase Two team and HRM cultural staff with implementation of the work plan for the management of the Dartmouth Collection
	Accession/deaccession responsibilities	Provide direction on accession/deaccession	Complete provenance of the collection
	Promotion of the Collection and DHMS facilities	Draft new collection, art loan and de-accessioning policies and procedures	Implement accession/deaccession activities
		Develop strategy for Regional Museum	Assist in the development of Regional Museum strategy
		Responsibility for remaining HRM cultural artifact collections	Implementation of enhanced business objectives outlined in business plan

#### D. Short Term Options for Displaying Artifacts

Under the current agreement, DHMS holds the curatorial role for exhibition of the artifacts, which has been carried out exclusively through the use of Evergreen and Quaker Houses. The work in Phase One of the Artifact Inventory and Conservation Project has positioned the collection so that HRM, with DHMS' agreement, has been able to repatriate a section of the collection and can now explore partnerships with other museums (i.e. Museum of Industry, Shearwater Aviation Museum, Maritime Museum of Atlantic, etc.). With the proposed transfer of for the management of the collection, HRM would be able to provide direction on more options to showcase the collection with increased public access. One such option may include re-establishment of the DHMS loan program, which will be explored during Phase Two of the Artifact Inventory and Conservation Project.

#### E. Potential Cost Sharing and Fundraising

Definition of potential cost sharing opportunities is dependent on the scale and scope of the future municipal museum. The completion of the overall inventory is needed in order to better define the scale and scope of the future municipal museum in order to be in a position to effectively explore cost sharing. Both Provincial and Federal infrastructure support programs require a level of detail for project applications for which HRM is not yet in a position to provide. However, through ongoing consultation with other government partners on the future project, HRM will be able to determine applicable funding programs for consideration.

However, there are funding programs that are available to support some of the work currently being carried out by DHMS and other of HRM's museum partners. DHMS has received varying levels of support from some programs and HRM will assist in exploring other applicable funding programs. As well, DHMS continues to undertake various fundraising activities to support its programming at Evergreen and Quaker Houses.

### **Next Steps**

There are several concurrent activities that will be continued and initiated related to the future of HRM's artifact collection and future municipal museum. These include:

- Staff will negotiate an updated agreement with DHMS to implement Regional Council's direction regarding the key responsibilities and funding support for DHMS related to the operation of Evergreen House and Quaker House, as well as the future responsibility for the management of the artifact collection;
- Recruitment of HRM's Cultural Asset Manager/Curator will be completed;
- Phase 2 of the Collection Inventory and Conservation will be initiated;
- The scope of the Cultural Spaces Plan, including a Regional Museum strategy will be finalized, a stakeholder consultation plan prepared, and a request for proposals issued for completion of the work;
- Ongoing work related to the sale of 90 Alderney Drive will continue; and
- Ongoing work between HRM and the Province of Nova Scotia related to the CHPP will continue.

These various pieces of work will be completed on different timelines but all will inform the ongoing preservation of HRM's artifacts and future municipal museum.

### **FINANCIAL IMPLICATIONS**

The current DHMS management fee of \$50,000 is included in the approved 2016-2017 operating budget for Parks & Recreation in cost centre C705-Community Partnerships. There is also funding in the approved 2016-2017 Capital Budget in the amount of \$250,000 for Capital Project CD990003 Cultural Spaces, \$150,000 of which will be used to fund Phase 2 of the Inventory and Conservation Project. There is also capacity available in that project account to fund the database migration project of \$20,000.

Should Council approve entering into an updated management agreement and provide the recommended increased funding, additional funding in the amount of \$50,000 would need to be considered by the Audit & Finance Standing Committee as an in-year funding request, pursuant to the Committee's Terms of Reference. The increased funding would also need to be included in an increase to the Parks & Recreation Operating budget for the subsequent two additional years, pending budget approval.

### **COMMUNITY ENGAGEMENT**

Staff has maintained active communication with the Dartmouth Heritage Museum Society throughout the Artifact Inventory and Conservation Project process. Staff met with the Chair and members of the DHMS Board to begin negotiating a new management agreement; however negotiations were suspended by DHMS until such time that HRM confirmed an increase in financial support.

### **ENVIRONMENTAL IMPLICATIONS**

The warehouse space was deemed 'safe' from mould exposure as per the All-Tech Environmental Services Ltd. report completed in March 2014.



### **ALTERNATIVES**

Alternative 1: Regional Council could direct staff to maintain the terms and conditions of the 2005 management agreement at the existing level of funding until a model for equitable and appropriate support for HRM's community museums is completed.

Alternative 2: Regional Council could direct staff to negotiate a new agreement with DHMS which includes the operation of Evergreen and Quaker Houses along with management of the collection and include the full requested increase in funding.

Should Regional Council choose to approve the full amount of additional funding requested from DHMS, additional funding in the amount of \$124,500 would need to be considered by the Audit & Finance Standing Committee as an in-year funding request, pursuant to the Committee's Terms of Reference. In that case, increased funding in the amount of \$104,500 would also be required in the Parks & Recreation operating budget for the subsequent two additional years, pending budget approval.

### **ATTACHMENTS**

Attachment 1: Dartmouth Heritage Museum Society & HRM Management and Operating Agreement 2005

Attachment 2: McIvor Conservation - HRM/DHM Artifact Collection Report – Phase 1 Summary - Dartmouth Heritage Museum and HRM Collection

Attachment 3: Dartmouth Heritage Museum Society Draft Business Plan

Attachment 4: Dartmouth Heritage Museum Society Income & Expenses

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A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.php> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Elizabeth Taylor, Manager, Culture & Events, 902.490.4387  
Denise Schofield, Manager, Program Support Services, 902.490.6252

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**Dartmouth Heritage Museum Society  
MANAGEMENT AND OPERATING AGREEMENT**

**THIS AGREEMENT** is made as of the day of October, 2005.

**BETWEEN:**

**Halifax Regional Municipality**, a body corporate pursuant to the *Municipal Government Act*

**OF THE FIRST PART**

APPROVED  
AS TO FORM

Municipal Council

- and -

**Dartmouth Heritage Museum Society**, a society incorporated under the *Societies Act* of Nova Scotia

**OF THE SECOND PART**

**WHEREAS** the Municipality wishes to encourage and facilitate a community based delivery of service to the public;

**AND WHEREAS** the Municipality owns a Collection related to the heritage of Dartmouth and area;

**AND WHEREAS** the Municipality intends to assign to a community based society the management and maintenance of the Collection for the purpose of operating a museum;

**AND WHEREAS** the Dartmouth Heritage Museum Society is a community based society established for the purpose of operating a museum in accordance with the By-laws of the Society shown in Appendix A;

**AND WHEREAS** the Municipality recognizes the benefit derived by the community through the use of its Collection in the operation of a museum by the Society;

**AND WHEREAS** the Municipality recognizes the value in having the Collection used for museological purposes by the Society;

**THEREFORE** the parties hereto covenant and agree as follows:

**ARTICLE ONE  
DEFINITIONS****Section 1.01      Definitions**

When used in this Agreement, the following terms shall have the following meanings:

- (a) **"Business Unit"** means the Recreation, Tourism and Culture Business Unit of the Municipality.
- (b) **"Business Unit Representative"** means the Heritage Tourism Officer of Recreation, Tourism and Culture or other such individual as designated by the Business Unit;
- (c) **"Collection"** means that body of material owned by the Municipality and as further defined in Appendix C.
- (d) **"Council"** means Halifax Regional Council.
- (e) **"Fiscal Year"** means the annual period ending on March 31 of each year or such other period as the Municipality may establish upon notice to the Society.
- (f) **"museum"** means "a non-profit, permanent establishment, exempt from federal and provincial income taxes, open to the public at regular hours and administered in the public interest for the purpose of collecting and preserving, studying, interpreting, assembling and exhibiting to the public for its instruction and enjoyment, objects and specimens of cultural value, including artistic, scientific (whether animate or inanimate) historical and technological material." (Canadian Museum Association Bylaws, 1995)
- (g) **"Museum"** means the museum operated by the Society.
- (h) **"Museum Buildings"** means the two historic houses, owned by the Municipality as part of the Collection and used by the Society for museological purposes, namely:
  - (1) the "Evergreen House" located at 26 Newcastle Street, in the Municipality, Nova Scotia and
  - (2) the "Quaker House" located at 57/59 Ochterloney Street, in the Municipality, Nova Scotia.
- (i) **"Municipality"** means Halifax Regional Municipality.

- (j) "Revenues" means all monies, proceeds, funds and revenues of every nature and kind received by the Society in respect of the Museum whether by way of fees paid for services provided in or from the Museum, or any part thereof, or by way of grants, gifts, sponsorships, bequests, donations; or any monies or proceeds derived by the Society under any valid licence of the Society to operate any form of lottery scheme; or from any fund raising program; or through any third party fee-for-service agreements; as further defined in Article Four.
- (k) "Society" means Dartmouth Heritage Museum Society, a society incorporated under the Societies Act of Nova Scotia.
- (l) "Term" has the meaning set forth in Section 7.01.

## ARTICLE TWO APPOINTMENT OF SOCIETY AND ANNUAL BUDGETS

### Section 2.01 Appointment of Society

The Municipality hereby appoints the Society, as an independent non-profit association, to develop, manage, promote, operate and administer the Collection and Museum Buildings for the Term and on the terms and conditions set out in this Agreement, and the Society hereby accepts such appointment.

### Section 2.02 General

The Society shall have full responsibility for the development, management, promotion, operation and administration of the Collection and Museum Buildings in accordance with and subject to the terms and conditions of this Agreement except to the extent otherwise determined by the Municipality and as communicated in writing to the Society. The Society shall perform its duties and exercise the powers and authority set out in the Agreement in a competent, efficient and economical manner subject to the directions from time to time of the Municipality, which directions shall not be in contradiction with the terms of this Agreement or with the terms of the Memorandum of Association of the Society.

**Section 2.03      Compliance With Annual Plans and Budgets**

The Society shall develop, manage, promote, operate and administer the Collection and Museum Buildings strictly in conformance with the annual operating and capital budgets approved from time to time by the Municipality pursuant to this Agreement.

**Section 2.04      Preparation of Annual Operating and Capital Budgets**

- (a) The Society shall prepare and present to the Business Unit for consideration by Council an annual proposed operating budget (the "Operating Budget") for the operation and maintenance of the Museum. The Operating Budget shall be prepared and presented within the time frames established from time to time by the Municipality for the submission of operating budgets by its various business units.
- (b) The Operating Budget shall be prepared in accordance with the methodologies, frameworks, policies, guidelines, directives, and instructions of the Municipality from time to time relating to annual budgets.
- (c) The Society shall prepare and present to the Business Unit an annual list of proposed capital improvements and other capital expenditures relating to the Museum Buildings for consideration for inclusion in the Business Unit's annual Capital Budget for consideration by Council. The list of proposed capital improvements shall be prepared and presented within the time frames established from time to time by the Municipality for the submission of capital budgets by its various business units.

**Section 2.05      Operating Deficit**

In the event the Society sustains, in any fiscal year, an operating deficit, the Society shall prepare a written report setting out the magnitude of the operating deficit, the reasons for the operating deficit in the opinion of the Society and the recommendations of the Society for dealing with the operating deficit, in the ensuing fiscal year. The report shall be submitted to the Business Unit for consideration by Council at the time the Society submits its Operating Budget for the ensuing fiscal year.

**ARTICLE THREE  
DUTIES AND RESPONSIBILITIES OF THE SOCIETY**

**Section 3.01            Curator and Manager**

The Society shall select and employ a competent Curator and Manager having professional curator's qualifications to supervise and manage the day-to-day operations of the Museum and to maintain, preserve and promote the Collection.

**Section 3.02            Licences and Permits**

The Society shall obtain and renew as necessary all licences, permits and approvals which may be required in connection with the operation of the Museum and its programs within the Museum. The Society shall at all times comply with the conditions of such licences, permits and approvals and shall comply with and observe all laws, by-laws and regulations applicable to the Museum and the operation thereof.

**Section 3.03            Annual Program Plan**

The Society shall prepare an annual program plan. The Business Unit Representative shall be available for consultation with respect to the annual program plan.

**Section 3.04            Registry of Joint Stocks**

The Society shall meet the requirements in order to maintain active status as outlined by the Registrar of Joint Stock Companies or the Societies Act.

**Section 3.05            Facilities Committee**

The Society shall, in cooperation with the Municipality, establish an *ad hoc* Facilities Committee comprised of the Business Unit Representative, the Curator and Manager of the Museum and the Chair (or designate) of the Society. The Facilities Committee shall be convened on an as-needed basis. The Committee meetings shall serve as a forum for sharing information and discussing issues associated with the facility operation. The Committee also serves as a means of identifying cost-savings in maintaining and operating the Museum Buildings through the sharing of resources and services.

**Section 3.06            Alterations to Facilities**

The Society shall prepare and present to the Business Unit for its consideration an annual list of proposed capital improvements and other capital expenditures relating to the Museum Buildings. No substantial alterations to municipal facilities shall be undertaken until approved by the Municipality and funds are allocated in the approved Capital Budget. All capital projects that involve facilities of the Municipality must be approved by the HRM Capital Projects Coordinator (or designate).

**Section 3.07            Five Year Development Plan**

The Society shall actively pursue the preparation of a five year development plan that identifies proposed operational and capital plans and key projects for fiscal years 2005 to 2009.

**ARTICLE FOUR  
FINANCES, RECORDS AND INFORMATION SERVICES**

**Section 4.01 (a)        Revenues**

Any and all revenues derived from any and all activities within or under the auspices of the Society are the property of the Society, and shall be used exclusively for the operation, promotion, development, administration, and management of the Museum and the Collection.

**Section 4.01 (b)        Community Museum Assistance Program (CMAP) Grant**

Inasmuch as the Community Museum Assistance Program Grant is designated by the Province of Nova Scotia for the purpose of the operation of a museum, and inasmuch as the Society is operating the Museum, any CMAP grant payable for the operation of the Museum shall be paid directly to the Society, to be used exclusively for the operation, promotion, development, administration, and management of the Museum.

**Section 4.02            Full Banking and Bookkeeping Package****(a)    Operating Account**

The Society shall maintain an operating account at a chartered bank and except as

otherwise provided herein, all revenues received by the Society from time to time shall be deposited into an operating account and all expenditures shall be made by cheques drawn on the account.

(b) **Accounting Records**

The Society is required to maintain a complete and proper set of accounting records following the Generally Accepted Accounting Principles as established from time to time by the Canadian Institute of Chartered Accountants.

The Municipality shall have the right, at its own expense, and with reasonable notice, to audit or examine the books of account and accounting records maintained by the Society pursuant to this agreement.

**Section 4.03            Operations**

The Society shall operate the Museum in accordance with the By-laws of the Society as set out in Appendix A and subject to the operating and capital budgets approved from time to time by Council pursuant to Section 2.04.

**Section 4.04            Collection of Revenue**

The Society shall collect the fees and charges (including all applicable taxes) for the use of the Museum and the services offered therein. All such fees and charges collected by the Society shall be deposited on a regular basis in the form in which the funds are received in the operating account.

**Section 4.05            Financial Reports**

The Society shall provide to the Municipality:

- (a) Quarterly reports within 30 days of the end of the quarter outlining expenditures, revenues and any variances to its Operating Budget, Income Statement and Statement of Sources and Uses of Funds;
- (b) within 60 days of year end, a Balance Sheet, an Income Statement, and a Statement of Sources and Uses of Funds on an audited basis.



**Section 4.06**      **Other Reports**

The Society shall, if and when requested from time to time by the Municipality, prepare and furnish to the Municipality, such other reports or statements as the Municipality may reasonably require.

**Section 4.07**      **Property of the Municipality**

- (a) All buildings, equipment, and infrastructure managed and administered by the Society on behalf of the Municipality, and all the items in the Collection managed, operated and administered by the Society on behalf of the Municipality, shall continue to be the property of the Municipality, except those items that are on deposit, consignment or loan to the Museum. Upon the termination of this Agreement by expiration or otherwise, the Society shall return or turn over possession of the same to the Municipality.
- (b) The Municipality shall obtain and renew as necessary all licences, permits and approvals which may be required in connection with the operation of the facility and property.

**Section 4.08**      **Fee-For-Service**

The Municipality shall pay an annual fee-for-service to the Society in accordance with the approval by Council of the Annual Operating Budget. The fee-for-service shall be paid in consideration of the services provided to the Municipality by the Society. The amount of the fee for fiscal 2004/2005 has been determined by Council as an amount of \$50,000 with 50% payable on Council approval and the remaining 50% payable within six months. Council's approval is based on the understanding that this agreement has been executed. The fee-for-service shall be reviewed annually by the Municipality on written application by the Society. No compensation shall be paid to the officers or directors of the Society.

**ARTICLE FIVE  
RESERVES/SURPLUS**

**Section 5.01        Reserves**

It is agreed between the parties to this Agreement that, in each of the proposed annual budgets, the Society shall make provision for setting aside funds for the purpose of funding operating expenditures, over and above those budgeted for in connection with the operation of the Museum (the "Operating Reserve Fund"). Such reserve shall be maintained by the Society in accordance with the policies and procedures established from time to time by the Municipality.

**Section 5.02        Surplus**

The parties agree that the Museum shall be operated in a prudent and fiscally responsible manner and meet the needs of the community at large. The Municipality agrees that any surplus, which shall be defined as the excess of actual revenues over actual expenses, shall be set aside to subsidize or underwrite the continued operation of the Museum, to fund the Operating Reserve Fund or such other reserve funds as may be approved by the Municipality relating to the general operations of the Museum.

**ARTICLE SIX  
SOCIETY MEMBERSHIP**

**Section 6.01        Board of Directors**

Throughout the Term of this Agreement, the Board of Directors of the Society shall be as outlined by the by-laws of the Society.

**Section 6.02        Limitation of Liability**

The individual officers and directors of the Society shall not be liable to the Municipality for any obligation, expense, liability or claim of any nature or kind whatsoever, howsoever incurred, with respect to the operation of the Museum, for which there is no insurance on behalf of the Society or its individual officers and directors, as the case may be, unless such obligation, expense, liability or claim was incurred or arises as a result of lack of good faith or any fraudulent, deceitful or illegal act on the part of such individual.

**ARTICLE SEVEN  
TERM/TERMINATION**

**Section 7.01            Commencement and Initial Term**

This Agreement shall be for a term (the "Term") commencing on April 1, 2005 and shall continue in force, unless earlier terminated as set out in Section 7.02 or Section 7.03, for a period of one (1) year. At the the expiration of the intial term, and each term thereafter, this Agreement will automatically renew for a further one (1) year term, unless either party gives notice in writing of its intention to not renew at least six (6) months prior to the commencement of the renewal term.

**Section 7.02            Termination by Either Party for Breach**

- (a) This Agreement may be terminated by the Municipality upon giving the Society ninety (90) days written notice of its election to terminate this Agreement if the Society breaches or fails to comply with or observe any of the terms, conditions, provisions or requirements of this Agreement.
- (b) This Agreement may be terminated by the Society upon giving the Municipality ninety (90) days written notice of its election to terminate this Agreement if the Municipality breaches or fails to comply with or observe any of the terms, conditions or requirements of this Agreement.

**Section 7.03            Termination by Either Party for Any Reason**

This Agreement may be terminated at any time by either of the parties hereto for any reason whatsoever on six (6) months notice in writing.

**ARTICLE EIGHT  
INSURANCE**

**Section 8.01            Property and Liability Insurance of the Municipality**

The Municipality shall be responsible for obtaining and maintaining, at its own cost:

- (a) insurance on all buildings, improvements, fixtures and equipment forming part of the Museum Buildings in amounts and against such risks as the Society and

Municipality may deem advisable;

- (b) comprehensive general public liability insurance (including bodily injury, death and property damage) with respect to the Museum under which the Municipality is named as an additional insured, in amounts and against such risks as the Society may deem advisable;
- (c) insurance on the Collection, if the Municipality deems it advisable; and
- (d) such other insurance which the Municipality may deem advisable.

Section 8.02 **Property and Liability Insurance of the Society**

The Society shall be responsible for obtaining and maintaining at its own cost;

- (a) Exhibit Insurance;
- (b) Director's Insurance for Directors of the Society;
- (c) Such other insurance as the Society may deem advisable.

Section 8.03 **Suits and Claims**

The Society shall notify the Municipality in writing as soon as possible after the Society becomes aware of any claim or possible claim against the Society and/or Municipality which involves the Museum. The Society shall notify the Municipality in writing as soon as possible after it becomes aware of any injury occurring in, on or about the Museum, which could reasonably be expected to result in a claim being made against the Municipality or the Society and of all claims against the Municipality and/or the Society which involve the Museum. The Society shall take no steps (such as the admission of liability) which would operate to bar the Municipality from obtaining any protection afforded by any policies of insurance it may hold or which will operate to prejudice the defence in any legal proceedings involving the Municipality or the Museum, or otherwise prevent the Municipality from protecting itself against any such claim, demand or legal proceeding. The Society shall cooperate fully with the Municipality in the defence of any claim, demand or legal proceeding.

**ARTICLE NINE  
AUTHORITY OF THE SOCIETY**

**Section 9.01            Authority as Manager**

The Society is hereby authorized to act as the manager of the Collection and the Museum for the Municipality solely for the purpose of carrying out the authority and responsibilities set forth in this Agreement, subject, however, to any limitations set forth in this Agreement or in any notice in writing at any time delivered to the Society by the Municipality pursuant to this Agreement. The Municipality shall execute and provide to the Society any document or other evidence which may be reasonably required by the Society to demonstrate to third parties the authority of the Society set out in this Agreement.

**Section 9.02            Limitation of Authority**

Unless expressly authorized in this Agreement, or by prior written direction or approval of the Municipality, the Society shall not have the authority to do any of the following:

- (a) obtain loans for the Municipality, whether secured or unsecured, or give or grant options, rights of first refusal, deeds of trust, mortgages, pledges, security interests, or otherwise encumber the Museum Buildings or Collection or any portion thereof or any interest of the Municipality therein, or obtain replacements of any mortgage or mortgages;
- (b) prepay in whole or in part, refinance, increase, modify, consolidate or extend any obligation affecting the Museum Buildings or Collection or any portion thereof, except to the extent contemplated by the budget approved by the Municipality and in the ordinary course of operating the Museum;
- (c) cause the Municipality to extend credit or to make any loans or become a surety, guarantor, endorser or accommodation endorser for any person, firm or Society;
- (d) cause the Municipality to enter into any contracts with respect to the Museum Buildings or Collection other than contracts in the ordinary course of managing the Museum Buildings or Collection which are in accordance with the provisions of this Agreement and contemplated by the budget approved by the Municipality;

- 
- (e) sell, exchange or convey the Collection or any portion thereof saving and excepting for Collection Management Purposes;
  - (f) release, compromise, assign or transfer any claim, right or benefit of the Municipality, except in the ordinary course of managing the Museum Buildings or Collection pursuant to this Agreement;
  - (g) allow a default judgment to be entered against the Municipality;
  - (h) modify, change or amend, in any material way, any drawings, maps, plans or specifications prepared for or in connection with the Museum Buildings or Collection ;
  - (i) grant easements or other property rights in the Museum Buildings;
  - (j) lease, purchase or sell any real property, including the Museum Buildings or any part thereof, on behalf of the Municipality.

## ARTICLE TEN EMPLOYEES

### Section 10.01 Personnel

All personnel involved in the management, administration and operation of the Museum, including, without limitation to the foregoing, the Curator and Manager and other museum workers, will be employees of the Society. The wages, salaries and benefits of such employees shall be paid directly by the Society. The Society shall be responsible for the supervision, instruction, and training of such employees subject, however, to such directions as may be given from time to time by the Municipality provided that such directions are not in contradiction to the provisions of this Agreement or the By-laws of the Society.

**ARTICLE ELEVEN  
PURCHASING POLICIES**

**Section 11.01 Purchasing Policies**

The Society shall apply the purchasing policy adopted by the Board of Directors and attached to this Agreement as Appendix B for the purchase of all goods, supplies and services of a non-capital nature for the Museum.

**ARTICLE TWELVE  
GENERAL PROVISIONS**

**Section 12.01 Access to Services of the Municipality**

The Society shall be able to access services of the Municipality which provide support to the activities of the Society on an as needed basis through consultation with the Business Unit which will act as liaison between the business units of the Municipality and the Society and will determine, with the Society, appropriate cost recovery options.

**Section 12.02 Bi-Annual Facility Inspection**

The Municipality shall be able to access the Museum Buildings twice a year, with reasonable notice, for the purpose of completing a facility inspection report. The Chair of the Board of the Society or staff designate will accompany a representative from HRM Real Property and Asset Management to complete this inspection. These inspections will provide valuable information for recapitalization planning, insurance compliance issues, and operational planning.

**Section 12.03 Notices**

All notices, demands, requests, approvals or other communication of any kind which a party hereto may be required or may desire to serve on the other party in connection with this Agreement shall be served personally or sent by registered mail. Any such notice or demand so served by registered mail shall be deposited in the Canadian mail with postage thereon fully prepaid, registered and addressed to the party so to be served as follows:

- (a) if to the Municipality:  
**Attention: Director**  
**Recreation, Tourism and Culture**  
**Halifax Regional Municipality**  
**P. O. Box 1749**  
**Halifax, NS**  
**B3J 3A5**
- (b) if to the Dartmouth Heritage Society:  
**Dartmouth Heritage Museum Society**  
**Attention: Chair, Board of Directors**  
**26 Newcastle Street**  
**Dartmouth, NS**  
**B2Y 3M5**

Except in the event of a postal service strike or lockout (in which event the parties hereto agree to temporarily utilize other reasonable methods of communicating any notices), service of any notice or demand so made by mail shall be deemed complete on the date of actual delivery as shown by the registry receipt or at the expiration of the seventh business day after the date of mailing, whichever is earlier in time. Either party may from time to time, by notice in writing served upon the other party as aforesaid, designate a different mailing address or different or additional persons to which all such notices or demands are thereafter to be addressed.

**Section 12.03      Validity of Provisions**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and this Agreement shall be enforceable to the fullest extent permitted by law.

**Section 12.04      Waiver and Modification**

No consent or waiver, express or implied, by a party of any breach or default by the other party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver of any other breach or default hereunder. Failure on the part of a party to complain of any act, or failure to act, on the part of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such



party of its rights hereunder. Neither this Agreement nor any provision hereof may be amended, waived, modified or discharged except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver, modification or discharge is sought.

**Section 12.05      Successors**

The provisions of this Agreement shall, subject to the terms and conditions hereof, be binding upon and enure to the benefit of the successors and assigns of each of the parties hereto, provided, however, that this Agreement shall at all times remain personal to the Society and may not be assigned by the Society without the prior written consent of the Municipality.

**Section 12.06      Remedies**

Both parties shall, in addition to all rights provided herein or as may be provided by law, be entitled to the remedies of specific performance and injunction to enforce their rights hereunder.

**Section 12.07      Headings**

The headings used in this Agreement are inserted solely for convenience of reference and are not a part of the Agreement and are not intended to govern, limit or aid in the construction of any term or provision hereof.

**Section 12.08      Interpretation**

Where the context so requires, words used in the singular shall include the plural and vice versa.

**Section 12.09      Entire Agreement**

This Agreement, together with any written agreements executed in connection herewith or modifications or amendments to this Agreement entered into by the parties hereto shall constitute the entire agreement between the parties hereto relative to the subject matter hereof and shall supersede any prior agreement or understanding, if any, whether written or oral, which either party may have had relating to the subject matter hereof.

**Section 12.10      Governing Law**

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

Section 12.11 Time of Essence

Time is of the essence in the performance of the obligations of this Agreement and of each provision hereof.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, as of the day and year first above written.

[Redacted signature]  
Witness

[Redacted signature]

[Redacted signature]  
Witness

[Redacted signature]

Halifax Regional Municipality  
Original signed  
Per: [Redacted signature]  
Mayor

Original signed  
Per: [Redacted signature]  
Municipal Clerk

Dartmouth Heritage Society  
Per: [Redacted signature]

Original signed  
Per: [Redacted signature]

**APPENDIX A**

**BY-LAWS OF THE SOCIETY**

**Dartmouth Heritage Museum Society**

**By-laws**

as revised by Annual General Meeting on June 14, 2001

1. It is hereby passed by special resolution that the existing by-laws of the Dartmouth Heritage Museum Society are repealed and are replaced by the following.
2. In these by-laws,
  - (a) "society" shall mean the Dartmouth Heritage Museum Society;
  - (b) "board" shall mean the board of directors of the society;
  - (c) "executive" shall mean the executive committee of the board.
3. The mailing address of the society shall be 100 Wyse Road, Dartmouth, Nova Scotia, B3A 1M1, or as otherwise determined by the board.
4. Membership of the society shall consist of the following categories:
  - a. "contributory life members" shall be those persons who have paid a fee as prescribed for this category entitling each of them to membership in the society for the terms of their respective lives;
  - b. "family members" shall be the members of any family which has paid the annual membership fee as prescribed for this category, which fee shall entitle the spouses and any children under the age of eighteen (18) to full membership in the society, except as hereinafter noted in section 5(2), and shall entitle each family to have one vote (for the purposes of this section, "family" is defined as all the members of a single household);
  - c. "ordinary members" shall be those members who have paid the annual membership fee as prescribed for this category;
  - d. "honorary members" shall be persons who have rendered distinguished service in promoting the aims and purposes for which the society is established and shall be elected by resolution of the board on the recommendation in writing of at least five (5) members of the society and shall not be assessed annual fees.
  - e. "group membership" shall comprise those societies, museums, universities, libraries, corporations, firms, partnerships, foundations and governmental departments which have paid the group membership fee specified for membership, provided that each group shall have one vote.

5. (1) Subject to section (2), each member shall be entitled to:
  - a. one vote at any general or special meeting of the society;
  - b. hold office;
  - c. be nominated for election to the board; and
  - d. serve on any committee.(2) A member who is in default of payment of any membership fees owing to the society, or a member who is under the age of eighteen (18), may not vote at any meeting of the society, or be a member of the board.
6. Membership fees shall be prescribed from time to time at a general meeting of the society and such fees shall be due and payable on the date of the annual general meeting each and every year, and in the case of any member whose fees have not been paid on or before the thirtieth (30<sup>th</sup>) day of September in any year, membership shall automatically terminate, unless otherwise authorized by the board.
7. The board shall comprise:
  - (1) eight (8) members elected from the membership at an annual general meeting; and
  - (2) four (4) officers
    - a. president;
    - b. vice-president;
    - c. secretary; and
    - d. treasurerelected from the membership at an annual general meeting; and
  - (3) the immediate past president, who shall not be elected; and
  - (4) the curator, as an *ex officio* non-voting member.
8. Only members of the society in good standing shall be eligible for election.
9. A board member who fails to attend three (3) consecutive board meetings without approved absence shall be deemed to have retired from the board.
10. The term of office for a member of the board shall be two (2) years.
11. (1) A vacancy occurring in the board shall be filled by appointment by the remaining members of the board for a term to conclude at the next annual general meeting of the society.
  - (2) Such appointment shall require a simple majority vote of the board at a duly constituted board meeting.

- (3) A person so appointed shall be deemed to have served a full year.
12. The board shall be and constitutes the directors for the purposes of the *Societies Act* and shall have the full power and authority vested in corporate directors by law.
13. The board may, subject to the *Societies Act*, employ and fix the compensation of such employees as may be required for the proper operation of the society.
14. Except where specifically allowed by the *Societies Act*, when a member of the board is the successful applicant for any paid position in the society, he or she shall cease to be a member of the board, but may remain a member of the society.
15. The executive committee of the board shall comprise the following persons.
- (1) president;
  - (2) past president;
  - (3) vice-president;
  - (4) secretary;
  - (5) treasurer; and
  - (6) curator, as an *ex-officio* non-voting member.
16. (1) Beginning with the annual general meeting in 2002,
- a. The maximum number of consecutive terms that any individual may serve on the board is three (3).
  - b. The maximum number of consecutive terms that any individual may serve in any one (1) office of the executive is two (2), except for the treasurer and secretary.
17. The executive shall carry on the management of the society as necessary between meetings of the board, subject to the authority of the board to which it shall be responsible and to which it shall report at the next regular meeting of the board.
18. Duties:
- (1) The president shall:
    1. preside at all meetings of the executive, board and general and special meetings of the society;
    2. be an *ex-officio* member, with a vote, of all standing and other committees, except the nominating committee.
  - (2) The vice-president shall:

- a. assume the duties of the president in his or her absence and any other duties specifically assigned by the president.
- (3) The secretary shall:
    - a. keep minutes of all meetings of the society, the board and the executive;
    - b. conduct all necessary correspondence;
    - c. maintain a register of all committee members;
    - d. notify all appropriate members of the date, place, time and agenda of general or special meetings of the society, meetings of the board and meetings of the executive;
    - e. file with the Registrar of Joint Stock Companies all documents as required by the *Societies Act*; and
    - f. have custody of any seal of the society.
  4. The treasurer shall:
    - a. receive and have custody of all monies;
    - b. deposit such monies in a chartered bank or trust company in one or more accounts as decided by the board;
    - c. pay by cheque all bills and indebtedness of the society;
    - d. keep such financial records as may be appropriate and acceptable for annual reporting and audit purposes;
    - e. prepare an annual budget for presentation to the board prior to the beginning of the fiscal year; and
    - f. make regular financial reports to the board.
19. (1) A vacancy occurring in the executive, excepting only the past-president, shall be filled by appointment by the members of the board for a term to conclude at the next annual general meeting of the society.
    - (2) Such appointment shall require a simple majority vote of the board at a duly constituted meeting thereof.
    - (3) A person so appointed shall be deemed to have served a full year.
    - (4) Where the current past-president is unable to serve, the executive shall fill the vacancy by inviting the previous past-presidents to fill the vacancy. The order of determination shall be by reverse date of holding the office of past-president.
20. (1) Cheques must be signed by any two (2) of the president, curator and treasurer.
    - (2) Any two (2) of the signing officers named in subsection (1) shall have authority to affix the seal of the society to any document.

- (3) No person or committee shall expend funds in excess of that provided for in the budget except with the prior approval of the board.
21. Every board member who has any direct or indirect interest in any contract or transaction to which the Society is or is to be a party shall declare his or her interest in such contract or transaction at a meeting of the board or the executive, and shall at that time disclose the nature and extent of such interest, and shall not participate in any discussion in respect of such contract or transaction, and shall not vote in respect of such contract or transaction, and shall absent him or herself from the room when the vote takes place.
22. The books of the society shall be audited at least once in every year by a chartered accountant or by one or more suitable persons recommended by the board and appointed at the annual general meeting.
23. The books and records of the society may be inspected by the members of the society at any time on written application to the executive.
24. (1) The board shall establish standing committees as it sees fit. All members of the committees shall be members of the society, and at least one member of each standing committee shall be a member of the board. The standing committees are permitted to appoint advisors as they see fit.
- (2) The board may appoint such *ad hoc* committees as it deems necessary. At least one member of each *ad hoc* committee shall be a member of the society.
25. The nominating committee shall consist of three (3) members who are not members of the board and who are appointed by the executive.
26. The term of office for standing committee chairs is two (2) years, renewable by the board once for a maximum of four (4) consecutive years.
27. The committees may themselves add such members as they think appropriate or necessary.
28. When any committee is constituted, the chair shall inform the secretary of the society of the names of all committee members, and this shall also be done at such time as additional members are added to the committee.
29. Standing committees shall be responsible to and report to the board from time to time and in the manner directed by the board.

30. All meetings of the society or of any committees thereof shall be conducted according to "The Standard Code of Parliamentary Procedure" (current edition) by Alice Sturgis.
31. (1) The annual general meeting of the society shall be held not later than the last day of June, on a date and at a time to be set by the board.  
(2) The notice of the annual general meeting shall be mailed to members not less than thirty (30) days prior to the date of the annual general meeting. At the member's request, the notice and reports may be sent to the member by e-mail.  
(3) At every annual general meeting, in addition to any other business that may be transacted, the report of the president, the financial statements for the past fiscal year, and the report of the auditors shall be presented.  
(4) The reports of the standing committees and the curator shall be made available at every annual general meeting.
32. (1) The nominating committee shall prepare a slate of candidates for board membership for presentation at the annual general meeting.  
(2) The slate of candidates will be available for viewing prior to the annual general meeting.  
(3) Nominations submitted from the floor at the annual general meeting shall be supported by evidence that the nominee will accept office if nominated and elected.
33. Special general meetings of the society shall be held at such times as the board deems necessary, and shall be called by the president on receipt of a written request signed by at least ten (10) members of the society who shall in their request state the nature of the business they wish to have transacted.
34. A special general meeting of the society shall be convened by notification, including the full text of any special resolution and an agenda, of such meeting mailed to each member at least fourteen (14) days prior to the date of such meeting.
35. In any case where a special resolution is to be considered at any meeting of the society, the full text of such special resolution shall be mailed to each member at least fourteen (14) days prior to such meeting.
36. Ordinary general meetings of the society shall be held at such times and place as shall be determined by the executive.



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37. (1) The board shall meet at least quarterly unless decided otherwise by the board, at such other times as determined by the president and on written request to the president by at least three (3) members of the board, who shall state in their request the nature of the business they wish to have transacted.
- (2) Meetings of the board shall be convened by notification, including an agenda, to each member at least fourteen (14) days prior to the date of such meeting.
38. Meetings of the executive shall be called by the president whenever he or she considers it necessary or advisable.
39. The following shall constitute a quorum at meetings of:
- |                  |   |                                  |
|------------------|---|----------------------------------|
| a. the society   | - | 10 voting members of the society |
| b. the board     | - | 7 members of the board           |
| c. the executive | - | 3 members of the executive       |
- (2) When a quorum is not present at any meeting of the society, board or executive, the president may proceed with the meeting for information purposes only.
40. The authority to execute contracts, deeds, bills of exchange and other documents on behalf of the society shall be vested in the board subject to the limitations of the *Societies Act*.
41. The society shall furnish to a member at his or her request a copy of its memorandum and by-laws at the maximum cost allowed by the *Societies Act*.
42. These by-laws may be amended by special resolution at a general or special meeting of the society on written notice to each member mailed at least fourteen (14) days prior to such meeting giving the particulars of the proposed changes.
43. In the case of dissolution of the society and after payment of all debts and liabilities, the remaining assets of the society shall be distributed or disposed of to one or more recognized charitable organizations in Canada as determined by special resolution of the society.
44. These by-laws shall take effect upon being ratified by a special resolution of the society and when approved by the Registrar of Joint Stock Companies.

**APPENDIX C****THE COLLECTION**

The Collection to which this Agreement applies is owned by the Municipality and is comprised of:

- (a) that body of material made up of artifacts, archival material and works of art acquired under the auspices of the Dartmouth Heritage Museum as operated by the former City of Dartmouth and the Municipality;
- (b) Quaker House which is located at 57/59 Ochterloney Street in the Municipality, Nova Scotia;
- (c) Evergreen House which is located at 26 Newcastle Street, in the Municipality, Nova Scotia;
- (d) any artifacts, archival material and works of art acquired between July 20, 2000 and the date of this Agreement by the Society;
- (e) any artifacts, archival material and works of art acquired by the Society, on behalf of the Municipality, during the Term of this Agreement, subject to the processes and procedures as outlined in Appendix D - Accessioning and Deaccessioning.

The Collection shall be deemed not to include:

- (a) any artifacts, archival material or works of art which comprise any other collections belonging to the Municipality or departments of the Municipality;
- (b) any artifacts, archival material or works of art on deposit, consignment or loan to the Dartmouth Heritage Museum.

The Collection, in whole or in part, may be displayed or stored in the Museum or stored in any off-site storage facility as established by the Municipality.

The Society, through staff and volunteers, will maintain the Collection and collection records in an environment conducive to preservation. The cost of supplying and maintaining off-site storage facilities shall be the responsibility of the Municipality.

The Society shall ensure that the Collection is inspected regularly for evidence of damage or deterioration.

The Society shall ensure that staff and volunteers who have physical access to the Collection are trained in, and use, appropriate care and handling of the Collection.

**APPENDIX D            ACQUISITIONS AND DEACCESSIONING****D 1.0    ACQUISITIONS**

Development of the Collection shall meet both the immediate and long-term objectives of the Society and the Municipality, as determined in a regular program review. In some cases this development may also be opportunistic, to allow for the acquisition of material and the documentation of events or phenomena when special opportunities arise that are not anticipated in the program.

In some instances information is acquired about material that is not itself acquired for the Collection. These records may be considered to be part of the Collection.

**D 1.1    Criteria**

Material acquired for the permanent Collection will normally be complete, in good condition, and as fully documented as possible, including the identification of the seller's or donor's legal authority to release the material. The decision to acquire material is based upon a number of factors considered individually and collectively. These factors include:

- consistency with the objects of the Society;
- significance, such as association with an event, person, historical period or geographic area;
- representativeness of other material of its kind;
- physical condition;
- availability of human and financial resources to acquire, document, preserve and store the material;
- opportunities for use within the collection;
- restrictions on use or disposition of the material;
- availability of documentation to support its study and use;
- attributes that make material a threat to users or to other elements of the collection.

**D 1.2    Acquisition Approval Process**

Acquisitions, including loans, exchanges and transfers, are the responsibility of the Board. The decision to acquire material shall be made by unanimous decision, which decision shall be based on the criteria set out above in D 1.1. The collection management committee will consist of at least three people appointed by the Board, which shall include the curator and at least one member of the Board, plus a representative of the Municipality. Any decisions on acquisitions must include a Municipality representative. The Municipality representative shall be the

Business Unit Representative.

Any member of the Collection Management Committee, or of the Board of the Society, who offers material to the Society, shall absent him or herself from any meetings at which the acquisition of that material is discussed or decided upon.

The prospective donor or vendor shall be issued a provisional acquisition agreement for the material.

Donors shall be notified in writing of the Society's decision regarding the acceptance or non-acceptance of the material.

If rejected material is not claimed within 90 days of notification, it may be disposed of in a manner the Society deems appropriate.

#### D 1.3 Methods of Acquisition

The methods of acquiring material vary according to the circumstances. All acquisitions must conform to the process outlined in D 1.2 above. Five methods are recognized as acceptable: gift or bequest, purchase, exchange, loan and field collecting. In all cases, except loans:

- a clear title shall be transferred to the Society with appropriate documentation; possession or transfer must not contravene any existing legislation or regulation.
- no conditions may be attached limiting the Society's use of the material, except with the approval of the Board.

##### D 1.3.1 Gift or bequest

Gifts or bequests may be accepted from any source, including museum workers.

##### D 1.3.2 Purchase

Material may be purchased for the Collection from any source. However, purchases from current members of the board or museum workers require the approval of the collection management committee and the Board.

##### D 1.3.3 Exchange

The exchange of material between institutions is an established and useful means of developing and improving collections. Exchanges shall be arranged by the collection management

committee, with the approval of the collection management committee and the Board. Exchanges may be made provided that:

- the removal of the material shall not impair the Collection in any functional way.
- the removal shall be approved through the de-accessioning process.
- both parties to the exchange are in full agreement about the nature, type, number and quality of the material to be exchanged, and the terms and conditions are agreed upon in writing.
- both the acquisition and disposal of material exchanged shall be documented for the permanent records.

#### D 1.3.4 Loans to the Society

The Society borrows material for exhibition or study, consistent with the goals of the Society and for a specified time period.

Loans are made to the Society normally by institutions and, as required, by individuals. The lender retains legal ownership of the material. A loan agreement shall be made for such material and the transaction shall be approved by the collection management committee. All loans that are part of travelling exhibitions shall also be approved by the Board. Responsibility for the care and maintenance of items on loan rests solely with the Society.

When the Society borrows material from another institution it shall follow the procedures prescribed by the lending institution. When the Society borrows material from individuals, or from institutions with no lending procedures or forms, it shall follow procedures prescribed by the Society for such transactions.

Travelling exhibitions and their contents are borrowed by the Society according to the procedures prescribed by the lending institution.

#### D 1.3.5 Field Collecting

Material may be collected directly from its context in the field. This includes material acquired through the provisions of a Heritage Research Permit issued under the Special Places Protection Act.

#### D 1.4 Income tax receipts

Income tax receipts for material shall be offered by the Municipality to all donors including

board members and museum workers. The receipt will reflect fair market value at the time of acquisition as determined by appraisal.

"In-house" appraisals of material shall be approved by the collection management committee and may not exceed the limits set by Revenue Canada. A receipt demonstrating the recent purchase of the material by the donor may be used as an indication of fair market value, provided the receipt is obtained from a credible dealer for such objects.

An appraisal in excess of the limits acceptable to Revenue Canada shall, whenever possible, be undertaken by appraisers acting at "arm's length" from the Society and the donor.

The cost of an outside appraisal for income tax purposes shall be borne by the donor except in unusual circumstances to be determined by the Board.

All tax receipts for appraisals not done "in house" shall be approved by the Board.

Application for certification as Cultural Property for income tax purposes is initiated by the curator. All applications and correspondence relating to an application for certification shall be submitted to the Canadian Cultural Property Export Review Board by the Board.

## **D 2.0 DEACCESSIONING AND DISPOSITION**

In order to maintain the Collection in accordance with the By-laws of the Society and the composition of the Collection as outlined in Appendix C, it may be necessary or desirable to dispose of material. Any decision to dispose of material in the Collection is subject to Board approval on the recommendation of the collection management committee. Final authority for deaccessioning rests with the Halifax Regional Municipality.

The material and the process of deaccessioning and disposition shall be thoroughly and uniformly documented and undertaken in accordance with the highest professional standards and ethics. These records shall be retained by the Society as long as a Management Agreement exists between the Society and the Municipality.

### **D 2.1 Criteria**

Deaccessioning and disposal may take place whenever the Society, acting on the recommendation of the collection management committee determines that:

- material has deteriorated or is damaged to a point where it no longer serves a useful purpose, or it poses a preservation threat to other elements of the Collection;
- material is redundant, or otherwise is no longer considered significant to the Collection, or its removal will not impair the Collection;
- the Society is incapable of providing the conditions necessary for minimum curatorial care required by the material;
- there are other circumstances as defined by the collection management committee of the Board; or
- the potential for gaining knowledge by destructive analysis justifies the loss of the material.

The Society may deaccession material for the purpose of repatriation when it can be shown that other bodies or governments have a right to the material. The Society will proceed with the repatriation only when it has assurances that the material shall be preserved in accordance with acceptable museum standards.

The Society will not normally deaccession material at the request of the donor.

Members of the Board, paid staff, and members of the collection management committee, shall not knowingly acquire, through any means, any material disposed of by the Society.

The permanent removal of any material from the Collection shall be documented, so that the reasons for such action can be known in the future.

The material shall be fully researched to ensure it is not subject to any condition established at the time of acquisition which may affect its disposition, to ensure the Society has clear title, to ensure the material has no other operational value within the Collection, and to ensure that its disposal does not violate any existing laws or regulations regarding deaccessioning certified cultural property (e.g., The Income Tax Act).

#### D 2.2 Methods of disposition

The collection management committee shall recommend to the Board the most appropriate means of disposal.

Disposals from the Collection should remain in the public domain, and the Society should offer internally approved disposals to other museums or appropriate public institutions as a gift, or for exchange or sale before considering commercial concerns or private individuals.

The Society may properly endeavour to maximize financial returns to the Society and, if necessary, consider publicly advertised auction sales, before turning to reputable and established dealers. Disposal by sale to a private individual is the least satisfactory option.

Occasionally, the Society may need to discard an object that is in such poor physical condition that conservation or restoration is not feasible, and that is no longer useful for study or teaching purposes. Such material should be permanently and completely destroyed before witnesses, or disposed of in a fashion (i.e. to a scrap metal dealer) which ensures that it cannot be reconstructed in any way.

It is unethical for museum workers, their relatives and associates, or any individuals or organizations associated with funding the Society, to acquire, or to benefit in any way, from disposals from museums collections.

The Society should make public its intention to dispose of objects from the Collection at least three months in advance, using the appropriate media. As a courtesy, the Society should make every effort to notify relevant donors and/or living artists about the forthcoming disposals.

The Society may not dispose of material by returning it to the original donor as a gift, (whether or not the donor received any tax benefit at the time of the donation); however, the Society may allow the original donor to purchase the material at fair market value. As a courtesy, the Society should allow living artists the first right of refusal to re-acquire their earlier works.

### D 3.0 GLOSSARY

Certain words or phrases used in the collection management policy, which have developed a different or more specific meaning through museum usage, are explained as follows:

Accessioning	the act of recording or processing an addition to the collection. Provisional acquisition is the act of taking possession of material while awaiting acceptance by the acquisition approval process.
Acquisition	the act of taking legal possession and ownership of material to develop a collection.
Bequest	The transfer of custody and title to material by last will and testament.
Collection management	actions taken or coordinated toward the acquisition, care, use and disposal of a collection in order to meet the Society's by-laws. These



actions include the maintenance of registration records, documenting, accessioning, cataloguing, taking regular inventory and monitoring the condition of every item in the collection, i.e. "keeping track".

**Conservation** the application of science to the examination and treatment of objects. Conservation seeks to repair damages caused by the environment or to stabilize an object in a given condition.

**Deaccessioning** the permanent removal of material from the collection following stringent guidelines and detailed procedures.

**Disposition** the removal of material from the collection after it has been deaccessioned.

**Gift** the mode of acquisition by which an individual or corporate body transfers, freely and without charge, the full ownership of material to the Society.

**Museum workers** museum workers are individuals responsible for any aspect of museum operation, management or governance, paid or volunteer, full time, part time, occasional or contract, as well as those in related support or service organizations and privately or self-employed persons practising one of the related museological fields.

**Preservation** all actions taken to retard the deterioration of or to prevent damage to cultural property. Preservation involves controlling the environment and conditions of use, and may include treatment in order to maintain a cultural property in an unchanging state as nearly as possible.

**HRM/DHM ARTIFACT COLLECTION - PHASE 1 SUMMARY**  
**Dartmouth Heritage Museum and HRM Collection**



**Mclvor Conservation**  
**February 2015**

## **PHASE 1 - Background:**

It has to be stressed that this collection is vital to the City. For decades, citizens have donated their family treasures to the Dartmouth Heritage Museum because they wanted to protect them and pass them on to future generations and the Museum was the guardian of these treasures. The collection represents all of us and it represents the excellent reputation that the museum cultivated over the years. This is a powerful legacy and was always the driving force of this project. Even though there are many, many issues to solve, the collection itself and its incredible commemorative intent needs to be the primary focus going forward. On a personal and professional level, it has been a true privilege to provide care for these objects.

McIvor Conservation (Kellie McIvor) was hired through RFP13-327 to conduct Phase 1 of improving the HRM/DHM museum collection located at the Joe Zatzman Warehouse. The goal of Phase 1 was to un-pack, organize, list and stabilize the artifacts located within the warehouse. The focus was on the Fine Art Collection, as this was considered to be quite vulnerable and very poorly housed. As the work progressed, the remaining collection was also organized but still requires some significant work.

Phase 1 saw the completion of Fine Art collection. Nearly 500 framed artworks were un-packed, assessed by a Fine Art Conservator (480(1)) and in some cases with an Archival Conservator (480(1)). A custom shelving unit was developed/modified by Kellie to house the entire collection. The fine art works were unpacked, catalogued, tagged, an individual condition report written, a photograph taken and a shelving location provided. Each painting was given a priority for treatment, ranging from immediate care required to stable condition. In many cases, backing boards were installed to better protect the canvas and the collection was sorted by type-alike groupings. Old wires were removed and some pieces were removed from dangerous/improper frames. This part of the collection is now complete.

As the Fine Art Collection was being sorted, Kellie and (480(1)) both Object Conservators, began the immense task of moving, sorting, listing and stabilizing the thousands of objects within the collection.

Kellie McIvor acted as Project Manager throughout the project and also co-ordinated the actions of the DHM during the project, in terms of the warehouse collection. She also ordered the supplies, guided the team, supervised the other trades and reported to HRM on a regular basis. Phase 1 was conducted on time and mostly within the original budget. This was a difficult project to plan and budget, due to the many, many unknowns and the state of the warehouse/ collection.

Phase 1 also sought to satisfy the requirements of the 2012 Auditor General's Report, 'Care of the HRM Cultural Artifacts/Artworks - Including the Jordi Bonet Halifax Explosion Memorial Sculpture'.<sup>1</sup> A full summary of the project tasks, with specific actions can be found in the weekly reports provided to HRM. These have been appended to this larger report. Further, complete shelf lists of the artifacts have been provided to HRM and the DHM, along with a filing system process for new records.

Because the warehouse space is still considered to be a temporary space, the collection was sorted and stored in such a manner that it can easily be re-packed when that time comes. It is also now completely accessible, meaning HRM and DHM can assess the collection as a whole and make required decisions about its future. It was impossible to assess future storage needs before this project. Project material costs were also kept as low as possible and all the warehouse infrastructure purchased for this project will be used in the future storage facility.

### **Dartmouth Heritage Museum Background: How did this collection and the warehouse come to be?**

The Dartmouth Heritage Museum (DHM) has been operating since the early 1960s, and the Museum used to be located at 100 Wyse Rd. (1967), until that building was condemned and torn down in 2001/02. During its tenure at Wyse Rd., the Museum had both permanent and temporary exhibits and had a staff of museum professionals, including curators, Director, archivist, preparator and a robust volunteer body. Most of the collection was stored at Wyse Rd., although there was another storage facility in Dartmouth (Church St.?) over the years that housed most of the large tool collection not on display. In addition to the Wyse Rd. main site, the DHM also operated Evergreen House and Quaker House. In 1999, the Dartmouth Heritage Museum Society was formed as a nonprofit group, responsible for the management of the DHM collection on behalf of HRM. *Mclvor Conservation performed an assessment of the museum in 1999 and found the collection to be well-catalogued, curated and cared-for, but housed in a very poor building.*

When the Wyse Rd. site was demolished, the artifact collection was moved to the Joe Zatzman warehouse. This was to be a temporary solution until the DHM secured a new home. This was in 2001/02. Since that time, the entire collection has languished and has received very little care. Further, the DHM went from a staff of at least five to a staff of two. The DHM entered into a contract with HRM in that the City assumed ownership of the collection, with the DHM providing curatorial care and management of the collection in storage. The DHM continued to operate Evergreen and Quaker House. Compounding the declining situation, HRM lost key, internal heritage staff in 2009, severing one of the only threads of continuity between the City and the Museum.

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<sup>1</sup> [http://www.halifax.ca/AuditorGeneral/documents/CulturalArtifactsDec12\\_000.pdf](http://www.halifax.ca/AuditorGeneral/documents/CulturalArtifactsDec12_000.pdf)

In 2006, [REDACTED] 480(1) was hired as the Director of the DHM and [REDACTED] 480(1) was hired as the Curator. [REDACTED] 480(1) left the museum in 2012 and was replaced as Director by Bonnie Elliott Ms. Martin [REDACTED] 480(1) as Curator. The focus of the museum during [REDACTED] 480(1) tenure seems to have been securing 90 Alderney Rd. as the new DHM museum site. Despite a review by the Canadian Conservation Institute ([REDACTED] 480(1)) that stated the 90 Alderney site to be a poor choice for a museum building, the DHM pressed for this site. It was not until 2014 that Council voted to sell this site and to find a new location for a future museum.<sup>2</sup> A 2009 report to Council - Item no. 11.2.1 (i)<sup>3</sup> has been included as an appendix, as it best captures both the DHM quest for the site, Council's response and subsequent background information.

Between 2002 and 2014, the DHM collection in the warehouse was reviewed and audited. In 2007, [REDACTED] 480(1) was employed by the DHM to perform an audit of the collection. That final report was not made available to this current project, although in a subsequent document {Item no.11.2.1 (i)}, [REDACTED] 480(1) stated that the process was halted when mould was discovered within the collection.

Between 2007 and 2014, DHM and HRM staff barely entered the warehouse, save for checking on the levels of furnace oil and to download the data-loggers. These visits took approximately 10-15 minutes at the most. During all of these years, the collection was not unpacked, save for the 2007 audit attempt. The mould problem was purported to be significant. (Ms. Martin cannot locate the earlier mycology reports that were conducted through the DHM, as these were in the files of [REDACTED] 480(1)) It would appear that the mouldy artifacts were used as the rationale for not entering the space. *McIvor Conservation did provide the DHM [REDACTED] 480(1) with suggestions for remediating the mould problems. These reports were not acted upon.*

The DHM is still searching a permanent home. The majority of collection is still housed in the temporary warehouse space. The collection is still not available for public display/enjoyment. In short, little had change during these 12+ years. With the completion of Phase 1, the collection is finally in a (mostly) organized and stable state, despite the many problems with the warehouse space itself. While the Joe Zatzman facility is far from perfect storage, it has been greatly improved through these project actions.

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<sup>2</sup> CAO Report, January 28, 2014 <http://www.halifax.ca/council/agendasc/documents/140128ca11110.pdf>

<sup>3</sup> Report to Council Item no.11.2.1 (i) <http://www.halifax.ca/council/agendasc/documents/140128ca11110.pdf>

## **The DHM Collection:**

The DHM collection consists of approximately 45,000 artifacts, with most of these being archival items such as photographs. The warehouse contains approximately 15,000+ artifacts, including all the fine art collection in storage, most of the furniture and household objects. The warehouse also contains much of the archival collection, except for the photographic collection (non-Billard), which are housed at Evergreen. This is a massive and widely varied collection, with a huge range of materials and condition. This makes it difficult to house in a single, vast space, as certain types of artifacts require certain conditions for best preservation.

The DHM has a Collection Policy/mandate and this process is overseen by the DHM Curator, Ms. Martin and the Collection Management Committee. They are responsible for accessioning new artifacts into the collection and for the de-accessioning process for artifacts that are no longer suitable for the collection. When an artifact is acquired, it is catalogued, an accession number applied and the information entered into the database.

With collection management, the standard pre-computer process was to record the artifacts in a general filing system, with all as much information as possible. These old, hand-written records are an important part of the collection process. With digital systems, the DHM uses Past Perfect, a type of database frequently used by smaller museums and archives. The DHM does deviate from what other local museums are currently using. The Association of Nova Scotia Museums and the Canadian Heritage Information Network are both excellent resources for best practices of digital record management. It is important to note that due to having a unique system (locally), the DHM cannot easily share records, problem-solve with fellow HRM museums or take advantage of local group training.

The DHM has been actively acquiring new artifacts during the 'warehouse' years, even though the warehouse was deemed unsuitable for storage by the DHM. Unfortunately, this has led to further problems, as artifacts were sometimes used for temporary exhibits and then returned to the warehouse and left in unpacked boxes. Worse, newly acquired artifacts were simply placed in boxes without proper packaging and never un-packed. All collecting was halted during this project, save for a few approved pieces.

The larger artifacts were so crammed, it was impossible to reach huge sections of the collection. In fact, the collection was not entirely accessible until mid-December 2014, after movers spent days shifting artifacts. This was a full nine months into Phase 1 of the project. The smaller artifacts were almost entirely housed in moving boxes with plain, acidic newsprint for padding in some cases. The overall storage conditions were very, very poor.

Despite the years of benign neglect and the rather poor environmental conditions within the warehouse, the overall state of the collection is quite stable. This is quite remarkable and lucky. This is an incredible collection with a vast assortment of artifacts ranging from the everyday to the extraordinary.

*Along with the DHM collection, the warehouse is also home to a small Civic Collection. These are artifacts that were mostly housed in Halifax City Hall storage or were acquired during amalgamation. The HRM Archives maintains most of the database for this collection. This was not assessed during Phase 1 but is required in Phase 2.*

The following chart is based on the DHM Database records. It offers a snapshot of the collection but does not necessarily reflect exact numbers of artifacts. Once the new records are updated, this chart can be considered accurate.

	<b>Lexicon Type</b>	<b>Total Number</b>	<b>Sample of artifacts within grouping</b>
1	STRUCTURES	50	46 - building component
2	BUILDING FURNISHINGS	1065	440 - furniture 100+ - textiles (floor coverings, etc)
3	PERSONAL	2809	395 - adornment 641 - clothing accessory 136 - footwear 221 - headwear 769 - outerwear 145 - underwear 371 - personal gear 131 toilet articles
4	T&E - MATERIALS	2815	175 - textile tools 532 - woodworking tools 1360 - dishes and household food-service 363 - food processing
5	T&E - SCIENCE & TECH	681	20 - Firearms in locked cabinet 88 - Armament and related
6	T&E - COMMUNICATION	1309	535 - postcards 35 - musical instruments 184 - photographic equipment 276 - sound equipment

	<b>Lexicon Type</b>	<b>Total Number</b>	<b>Sample of artifacts within grouping</b>
7	DISTRIBUTION & TRANSPORTATION	262	51 - baskets 10 - wagons, hearses, boats
8	COMMUNICATION - (mostly archival)	38,028	35,893 - Documentary artifacts (of which 26,460 = photographs located at Evergreen House) 1249 - Art (of which 483 = paintings)
9	RECREATIONAL ARTIFACTS	587	145 - skates 355 Toys (of which 278 = dolls)
10a	BLANK CATEGORY	62	26 - zoological specimens
10b	UNCLASSIFIABLE	422	184 - artifact remnant 139 - need to be classified
11	NATURAL HISTORY	8	3 - botany 5 - geological



## The Warehouse:

The facility at 191 Joe Zatzman Dr. is a poor building for a large artifact collection. However, in 2002, this was a decent choice, given the hasty move from Wyse Rd. Further, this was always going to be a temporary solution. It is isolated and lacks the environmental controls and security controls necessary for a collection of this size and scale. It does have a sprinkler system and the main space has a huge volume of air. This means that the changes in temperature and relative humidity are reasonably slow and steady, due to this big air volume. Overall, it is far from ideal.

The Joe Zatzman facility consists of a series of smaller front offices, one useable front loading bay door and one front entrance. The back loading bay doors are not accessible due to the adjacent railway tracks. It has a burglar alarm with a few motion sensors within the main space and a sprinkler system. It is heated by electric baseboard heaters in the front spaces and an oil-based furnace system with two main blowers for the main warehouse space. Two industrial, portable dehumidifiers are the only means of controlling the relative humidity and these are plumbed directly to the exterior. There are two HOBO data-loggers that are used to monitor the space and these are downloaded every month by Ms. Martin, with recommendations and readings sent to HRM and McIvor Conservation.

At the beginning of the project in March 2014, the warehouse was absolutely filthy and had never been cleaned since the collection was moved there. The hot-water tank did not work; the door seals leaked; there were mouse droppings and dead insects galore, there was no telephone or internet. One of the toilets was continuously running for years without being fixed or the water turned off. The main lights in the warehouse could only be turned on or off through the main breaker panel located down a long row between shelving units well within the main space. This meant that a bank of lights was always kept on for safety purposes. For years, the artifacts were subjected to unnecessary light damage because there were no proper light switches. The front baseboard heaters were not used, as these areas were used as artifact storage and not as workspaces. If the baseboards had been turned on, there was risk of fire, as artifacts and flammable materials were stored on/near them. One of the first tasks the team completed was moving a painting collection away from a heater.

The warehouse did not have basic supplies beyond a few garbage bags, an ancient first-aid kit and a scant assortment archival materials for artifact storage/packing. There was one non-code aluminum step-ladder. There was no garbage removal or recycling capacity, no real worktables. In short, it was impossible to perform even the most basic of collection care within the space.

A warehouse deficiencies report was provided to HRM in April 2014 and again throughout the project. It took months and much prodding for many of the problems to be addressed and some are still outstanding.<sup>4</sup>

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<sup>4</sup> HRM Warehouse Building Issues Reports - McIvor Conservation - April, June, November 2014

## The Beginning of Phase 1:

The goal of Phase 1 was to first improve the general condition of the warehouse and to build capacity, so that the artifacts could be safely worked on and so that the building itself was more conducive to safer work and better work conditions. This was a very physical project and for safety reasons, it was important that this work be conducted in at least pairs. Nobody worked alone in the warehouse unless there was a phone-call check-in system and during those periods, there was no ladder work. As Project Manager, Kellie opened up the space for the team members and contractors and held the only entrance key. The DHM also scheduled regular working time in the warehouse in the later stages of Phase 1.

One of the first orders of business was to have a full mycology test performed throughout all the warehouse spaces, including tape-lift samples on a selection of artifacts. The tests came back as normal and within all tolerable ranges for mould.<sup>5</sup> This meant that it was safe to work with the collection and that the previous mould issues were either slightly exaggerated or had cleared up on their own.

Once the space was deemed 'safe' from mould exposure, the work could begin. Kellie McIvor (Objects), principal of McIvor Conservation acted as project manager, with fellow conservators [REDACTED] (Objects), [REDACTED] (Fine Art) and [REDACTED] (Archival) as team members.

The beginning weeks/months were devoted to clearing out the front rooms of all artifacts so that they could be used as material storage, office space and lunchroom area. The goal was to ensure that artifacts were housed with artifacts and working space was cleared for artifact safety. There were hundreds of artifacts crammed into the front spaces, so many that it was almost impossible to enter those spaces without stepping on artifacts. These may have been placed in the rooms during the 2007 audit, as many were labelled 'problem' artifacts. Indeed, these did pose problems, as many were either badly damaged, dangerous or simply un-accessioned. The dangerous artifacts were contained, wrapped and labelled for removal or destruction. (The DHM/HRM still needs to resolve this.) A container of gun powder was identified and removed by HRM and the police. This gun powder had been found on a shelf near the front door, in a baking powder tin.

Once the rooms were cleared out, tables, an old bar fridge, purified water container and coffee maker were all installed in one of the front rooms, along with a non artifact couch. This is where the team members could meet, away from the artifacts. The second small office space was cleared out so that the newly acquired archival materials and general supplies could be properly stored and accessed. The central main room was cleaned and sorted, so that it could be used as the main workspace for the eventual volunteers and as the archival workroom. All the old prop

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<sup>5</sup> All-Tech Environmental Services Ltd. - March 12/14 report

materials, useless exhibit materials, etc., were cleared away to make room for proper storage of the actual useful exhibit materials in one organized space.

In the main warehouse space, the front of the building was crammed with old display cases, used exhibit materials, etc. There was a huge industrial ice-cutter (an artifact) blocking the front bay door and blocking access to the furnace unit. There were bags of garbage at the front, as there was no garbage removal capacity or dumpster at this time. The DHM staff (Bonnie Elliott and Crystal Martin) signed off on the disposal of the surplus exhibit cases and other non-artifact items. The DHM also removed the large cases with the models for display at Evergreen. This cleared up space at the front of the warehouse and allowed the loading bay to be properly accessed and used. The ice-cutter was moved by a crew of heavy movers and shifted to the back of the warehouse and finally placed on large blocks for easy shifting in the future.

The first order of business was to group the artifacts a best possible in broad, 'type-alike' sections. The vast majority of the collection was packed in the moving boxes, covered in bubble-wrap or generally inaccessible due to how it was stored in clusters without rows or organization. It took roughly five months of teamwork to get the collection into a quasi-organized state. A second huge issue was the lack of any type of swing space. This meant that artifacts had to be shifted and shuffled many times throughout the project. Boxes were stacked down the aisles between shelving, smaller chairs were stored on top of shelving units, etc.

Basic supplies such as surplus tables, vacuums, proper ladders and hand tools were bought. HRM Stores was an excellent source for a first aid kit, extension cords, gloves, small banker boxes, etc. Kellie bought and installed an eye wash station. Cleaners were hired on a bi-monthly contract and a dumpster was installed outside. A telephone and internet were installed, the plumbing was fixed and in October (6 months into the project) the electrical remediation work was completed. The overall space was greatly improved and made much safer.

It was also important to establish clear responsibilities within the project. The DHM were responsible for collection/curatorial actions such as signing off on deaccessioning, curatorial tasks such as removal of hazardous materials, dealing with the guns, providing records, etc. These are all regular functions of a museum, not the project team. HRM would be responsible for the facility improvements and the funding.

The warehouse is also not a conservation lab and this project stabilized the artifacts in a preventive manner but not through treatment. Many of the artifacts require conservation treatment but for now, they can remain in a stable, yet 'static broken' state until their future is determined. Some artifacts may never be displayed, so they may never receive further care. The Fine Art collection did contain several pieces that require immediate assistance and these have been identified as the priority. A scope of work and estimate has been provided to HRM and DHM.

It cannot be worded strongly enough that the warehouse was completely filthy and neglected. Each shelf had to be cleared of artifacts, vacuumed and then wiped with a cleaning product and dried with paper towels. Dust covered everything. The old packing materials and plastic dust covers were removed as the work progressed and disposed of. This project attempted to correct twelve years of stagnation within an eight-month period.

**PROJECT BUDGET**

Material	Purpose	Cost Estimate	Actual
Archival quality rehousing materials	Replaces poor/acidic storage materials, provides artifact support, future preservation actions	\$10,000	\$6500.00
Warehouse materials	Palettes for furniture, PPE, carts, rolling staircase, etc	\$10,000	\$6429.52
Warehouse - Collection Infrastructure	Additional shelving, shelving, mounts	\$15,000+	\$7700
Outside Contractors	HVAC, Air Quality Tests, Carpentry, etc	All dependent on HRM Standing Offers or HRM in-house expertise - not included in project costs	
480(1)	Fine Art/Project Team	480(1)	480(3)(f)
480(1)	Objects/Project Team	480(1)	480(3)(f)
480(1)	Archives/Project Team	480(1)	480(3)(f)
Kellie McIvor	All collection and Project Manager	480(1)	480(3)(f)
Team Total		\$95,700	\$125,950
Material Total		\$35,000+	\$20,629.52
Project Total		\$130,700	146,579.52

The October Budget increase was for an additional \$14,050. Phase 1 of the project is over budget by \$1829.52.

## Reconciling the Records and Locations:

A major component of Phase 1 was developing a method of listing and identifying the collection as it was unpacked. Several methods were discussed and it became evident early on in the process that basic handwritten lists were the best method for this first round. The DHM was tasked with providing specific printed lists from their database. For example, lists of only the wooden planes, skates, jewellery, etc were provided and these were then put into binders for the team to use. As a group of type-alike artifacts was rehoused on the shelves, an artifact tag was written and attached, the accession number was checked against the printed DHM list and if found, checked off and the location number and condition noted. If the artifact was not on the list, the accession number and a brief description was written on a blank sheet of paper and placed in a plastic sleeve with the other type-alike list. If an artifact did not have an accession number, it was identified as a 'NO #' and placed with the other type-alike artifacts and identified as un-accessioned so that the DHM can begin to reconcile these unknowns. It would have been impossible to electronically reconcile the warehouse collection with the DHM database within the warehouse and within the scope of Phase 1.

Another key aspect of reconciling the inventory was providing new location names for the shelving units. It was decided that each metal shelving 'bay' would receive a unique number. For example, the smaller metal shelves each have 8 bays per row or aisle and are arranged back to back, forming double units. Therefore, a row of eight units would be identified as 3a, 3b, 3c, etc. All the individual shelves within a single bay would all have the same I.D. #. That meant that as individual shelves were removed or added to a bay, the listing remained the same. Because the collection is now sorted by type-alike groupings, it is possible to find artifacts by searching the overall shelf plan. Artifacts on open shelves have tags for identification and artifacts in boxes have descriptions on exterior labels.

Once the DHM electronically reconciles the database, the new locations will be added and print-offs for each singular shelf bay will be displayed in a plastic sheet hanging from the bay. Until the records are reconciled, the handwritten lists and checked-off printed lists (without the new location) will be photocopied and placed at the end of the rows for identification.

The new accession lists created during Phase 1 have been copied and filed by shelf locations and collection type. For example, a master file for 'Shelf 7' contains separate files for each of the smaller type-alike collections within that shelving row/bay. Two copies have been provided to the DHM for their records and database updating. A third copy has been provided to HRM for safe storage. To keep the records current, the DHM has been instructed to create a new file for each new list. For example, the Doll collection requires unpacking and listing. Those new records will be placed in a singular file named "Dolls" and then placed in a master file named 'New Files'. Every 2-3 months, these files will be copied and HRM will be provided with the new records. It is critical that this process be followed so that the Phase 1 records are not compromised.

A Warehouse Master Plan has been provided. It details the shelf-by-shelf locations and provides the DHM with specific instructions for what parts of the collection still require unpacking and/or listing. This report also provides basic procedures for opening and closing the space, safety procedures and collection management procedures.<sup>6</sup>

### De-accessioning - A critical first step:

During this shuffling of artifacts, sections of it were identified as being problematic to the collection. For example, in the 1980s a former DHM Director, [REDACTED] 480(1) [REDACTED] 480(1) accessioned thousands of artifacts from one man's estate. Mr. Bell was a Dartmouth resident and [REDACTED] 480(1) [REDACTED] 480(1). These 2000+ artifacts ranged from Mr. Bell's personal letters to his household furniture and dishes to his very large collection of industrial tools that were housed in his personal workshop. The industrial tools alone contained massive lathes, table saws, chests of hand tools, shaft assemblies, motors, etc. The museum had never displayed the materials and already had a substantial tool collection apart from the Bell material.

The team spent several weeks sorting the Bell tools and moving them to the front of the warehouse so that they could be better sorted and listed. The large tools could not be moved. The DHM was strongly encouraged to seek a new home for this collection as it fell so far outside of their mandate. Further, the large tools were going to require a substantial investment just to stabilize and move them within the warehouse. Kellie suggested that The Museum of Industry should be contacted and over the course of several months, an artifact transfer agreement was drawn up. The Bell tools were transferred to the Museum of Industry in Stellarton, where the plan is to recreate Mr. Bell's workshop. This was an excellent example of how the collection should be managed - the Museum of Industry is the best possible steward of these artifacts; they will be properly displayed and interpreted; and Mr Bell's legacy can be respected and shared with visitors. Crystal Martin has written a summary of this transfer.<sup>7</sup>

There were other sections of the collection the were sorted in a similar manner. The Billard Collection is a massive (20,000+) collection of photographs and school kits. Mr. Lew Billard was a Dartmouth photographer who documented everything from schools to infrastructure to special civic events. The DHM bought a huge portion of them in the late 1980's/early 90's. Most of these earlier works were digitized and are available at Evergreen House, while many books of slides and other materials remained at the warehouse. When Mr. Billard died in 2010, the DHM accepted a large donation of photos and other materials. These were accepted but were never unpacked or sorted and remained in the warehouse. These images may be duplicates of the earlier images already acquired by DHM in the earlier years. For this project, all the Billard materials were gathered near the front of the warehouse so that the full extent of the materials

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<sup>6</sup> HRM/DHM Warehouse Master plan and Procedures

<sup>7</sup> Transfer of Bell Collection - Crystal Martin, DHM

could be grasped. This was also required to free up much of the existing shelf space in the archive storage room. The Billard materials still require a substantial sorting and stabilization if they are officially accessioned.

The large collection of Air Force plane models was stabilized by creating new mounts where necessary. The Shearwater Aviation Museum expressed interest in borrowing these models for display. This would be a perfect fit for them, although Shearwater does not seem to want a full transfer of ownership, simply a loan. Permanent space was created within the warehouse storage for these models. The Cole Harbour Heritage Farm also accepted the transfer of a plow that was made in COle harbour and will be displayed at the Heritage Farm.

As the sorting continued, broken materials were also stored near the front of the warehouse for possible disposal. Other problematic portions of the collection were identified so that the DHM and their Collection Management Committee could begin the decision-making process. This round included the 15+ sewing machines in poor condition, the multiple un-accessioned pianos and organs, the broken materials, a partial wagon chassis, dozens of broken picture frames and 2-3 pieces of very broken upholstered furniture that wee also not accessioned. Crystal Martin performed the collection record research to determine the provenance of the materials and deemed them to be of no known connection to the DHM collection. The CMC agreed to de-accession these broken materials and they were removed from the warehouse according to the DHM deaccessioning policy.

The de-accessioning of materials is never an easy decision. For this project, the de-accessioning was necessary, as the Bell collection and the larger, broken artifacts had been shifted and stored without any possibility for display for many, many years. At a certain point, these materials simply become a burden to the organization as they are too expensive to shift, display and conserve. This was a thoughtful process and was fully in keeping with the DHM's Collection Policy.<sup>8</sup> This process needs to continue.

The HRM Archives was contacted several times and archival material was transferred, as it was best suited for the HRM Archives. A full list of these materials was provided by Susan McClure, Head Archivist.<sup>9</sup>

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<sup>8</sup> Dartmouth Heritage Museum Collection Policy

<sup>9</sup> HRM Archives - Deed of Gift Document



## SPECIFIC COLLECTIONS:

### Fine Art Collection:

As stated earlier, the Fine Art Collection was identified as the priority for Phase 1. This is a valuable collection, with important works of art. The art had not been touched for years and there was great concern over how it had been stored. As well, the collection was mixed up, with canvases stored with photos and framed documents.

In order to even access this collection, the team emptied the existing large furniture shelves, removed one of the units, shifted the non-paintings (baskets, statues, etc) from an entire double bank of existing metal shelves and cleaned all the units. The large remaining furniture shelf was converted into the oversize painting rack by installing a series of Coroplast dividers, secured to the unit with Zip-ties. This created slots for 1-3 paintings to slide into so that the pressure of leaning against themselves and each other was greatly reduced. The floor space was cleared away and tables installed in this area so that the Fine Art team had a secure and isolated place to safely handle the art works. A photography 'studio' was created by reusing black display panels and [480(1)] provided photographic lights for the project.

Volunteers from the CMC worked through the picture frames with Kellie to determine what should be retained as surplus frames. Another DHM volunteer was an enormous help in cutting and installing the Coroplast dividers.

In total, almost 500 Fine Art pieces were assessed, photographed, identified, a condition report written and a priority for treatment developed. Rigid backing boards were installed on the most vulnerable of canvases, frame clips were installed where necessary, wires were removed for better storage. This was an efficient and concentrated aspect of Phase 1 and it was designed to provide both DHM and HRM with a complete list of all the Fine Art, including photographic images. As stated in the Auditor General's report, this part of the collection may require a separate insurance policy. It was crucial that a whole picture of this collection be developed in Phase 1 with the information provided by a qualified team. Overall, the Fine Art collection is remarkable and very valuable, with a wide variety of artists, ranging from the 19th century Valentine and Craig to modern Forrestall, Purcell, Anderson, Smith, etc. This collection requires financial evaluation for insurance purposes.

During the final stages of Phase 1, a second shelving unit was installed so that future or returning artworks could be safely stored. As well, [480(1)] and Kellie spent a day at Evergreen House, removing the artworks for the walls, checking the condition, installing backing boards and providing advice on that collection on display. The portable photographic area and the work tables were retained. In total, [480(1)] spent approximately [480(1)] days performing [480(1)] work at a cost of roughly [480(3)(f)]. Refer to [480(1)] summary for further information.<sup>10</sup>

<sup>10</sup> Fine Art Summary - [480(1)]

## Archival Collection:

The archival collection was a total mess. Newly acquired objects were stored amongst the paper materials and un-accessioned and accessioned materials were mixed together. None of the materials were housed in archival boxes or folders. Evergreen is home to a large collection of archival materials, much of which was acquired and accessioned in the 1990s. For the most part, the earlier materials were well-housed and recorded. The photographs are also mostly housed at Evergreen, along with map cabinets full of un-framed artwork and documents. (In 2009, [REDACTED] was hired by HRM to catalogue the Interior Fine Art. [REDACTED] spent most of that contract in Evergreen, working through those unframed pieces in map cabinets. These files are located in the warehouse.) It appears that the archival materials located at the warehouse were never opened or unpacked since the transfer to Joe Zatzman.

The first step was to remove the huge quantities of the Lew Billard materials, freeing up shelf space for the accessioned archival materials. With freed shelf space, the focus was to identify the accessioned and most vulnerable parts of the archives and to stabilize them and rehouse them in proper folders and document boxes. Boxes of materials that were not accessioned or processed by the DHM were not rehoused, as it is pointless in spending time and money rehousing materials that are of no purpose to the collection.

The archives was a very frustrating process, especially for [REDACTED], the Archival Conservator. [REDACTED] has extensive experience in dealing with archival collections and [REDACTED] main concern throughout the project was that this assortment was simply a collection of papers and not a properly developed 'Fond D' Archives'. With archival collection, the Fond is the specific hierarchical description that details what the materials are and how they relate to each other and the donor, business, or institution. It was decided that [REDACTED] could focus on stabilizing the vulnerable artifacts - poorly mounted wanted posters, fragile vellums, etc. [REDACTED] also provided excellent training to two skilled volunteers, so that they could begin the huge task of rehousing files, creating folders and custom rare book enclosures, etc. Between [REDACTED] and two volunteers, most of the archival materials have been carefully sorted and rehoused.

Along with [REDACTED] archival remediation, [REDACTED] also assisted [REDACTED] in assessing the Fine Art works of art on paper. For example, there are over 100 prints, drawings and engravings. [REDACTED] and [REDACTED] strove to properly identify each artistic process. For example, an engraving is a global term to describe a collection of many printing processes. In total, [REDACTED] performed these tasks within the original [REDACTED] day estimate at a total of [REDACTED]. Please refer to the Archival summary prepared by [REDACTED].<sup>11</sup>

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<sup>11</sup> Archival Summary - [REDACTED]

Kellie performed the initial sort of all the materials and urged the DHM to continue working with Susan McClure at the HRM Archives in transferring important civic documents back to the HRM Archives. For example, the DHM warehouse collection contained several blueprints, maps, Council reports and records that should be part of the HRM Archives. These transfers will be ongoing as the sorting continues. It should be noted that the HRM Archives is very careful in their acquisitions of materials and that they have strict accessioning criteria.

There are dozens of boxes still filled with a wide variety of books. These were deemed to be very low priority as they are mostly in stable condition. These books need to be unpacked, listed and sorted. Some/many are not accessioned and have no connection to the DHM. There are also boxes of stamps, financial records from old Dartmouth businesses, phonographs, accessioned Lew Billard slides and small photo albums, etc. There are stacks of bound copies of the Dartmouth Free Press that are in stable to poor condition. There are also complete microfilm copies of these papers stored in the warehouse but with no means of projecting them.

The archives has been vastly improved but it still requires substantial curatorial decision-making. Actual fonds need to be developed and the DHM needs to seriously consider transferring these materials to the HRM Archives. The warehouse is a very poor location for these materials, as is the basement of Evergreen, where many of the photos are stored. DHM has a small crew of skilled volunteers who aided in the rehousing the archival collection. Further, a substantial investment in archival rehousing materials was bought for this project.

## Object Collection:

The small artifact collection makes up the bulk of the artifacts in the warehouse. These were first broadly grouped and then carefully sorted into type-alike collections. There are thousands of smaller objects and roughly 90% have been unpacked, stabilized and listed. Due to the temporary nature of the warehouse space and the fact that the collection had not been 'seen' for over a decade, it was important to keep the infrastructure spending to a minimum in Phase 1. The new shelving units, the ladders and a large quantity of acid-free tissue and archival packing boxes were the biggest expenditures. The goal was to provide the best temporary storage for the collection while providing preventive care through improved packing materials. These archival materials act as buffers against the changing environmental conditions within the warehouse.

As mentioned earlier, there was little to no swing space to move/sort the artifacts. In July, the Museum of Industry removed a large moving truck load of the industrial tools. This freed up enough floor space to begin to unload two of the older style metal shelves and the newer style metal shelf that had contained the 'mouldy' tools. The large carriage, skin kayak, the partial carriage chassis and all the many wooden loom parts were also shifted to make room for the new metal shelving units. In July, the new shelving units were installed - a total of 48 bays of 9' shelves were installed in two double rows. This new and EMPTY shelving was the most efficient method of sorting the collection. These new units accommodated all the hand tools, the toys and dolls, skates, clocks, stoves, animal husbandry objects, trophies, medals, etc. The new shelving units were completely filled within a month's time.

480(1) Objects Conservator focused on the vast tool collection as well as the collection of skates, snow shoes, cameras, office equipment, etc. Kellie also worked with 480(1) on the objects. In addition to the smaller object collection, 480(1) returned in November and December to assist with the rehousing of the furniture collection and to assist with the hanging of tools and long artifacts. In total, 480(1) completed 480(1) tasks within 480(1) days and at a cost of 480(3)(f)

In October, the CMC and DHM de-accessioned some of the broken sewing machines and pianos and organs. These were moved to the front of the warehouse for disposal/transfer. The cleared away allowed the second furniture pallet rack and the older-style metal shelving units to be reinstalled. Additionally, plywood was installed on three walls so that larger tools could be safely hung. Movers returned in December to shift the remaining furniture onto the furniture rack, move heavier objects onto the purchased dollies, and to create rows between the furniture. The large models from Evergreen were returned to the warehouse along with several pieces of furniture from permanent display.

Besides managing the project and doing much of the physical work, Kellie also created custom storage boxes and supports for many of the objects, from folios for canvases to jewellery trays to mounts for tools and models. By December 20, the collection was finally fully accessible and 90% unpacked, stabilized and listed.

# BUSINESS PLAN

12/18/2015

DHM Dartmouth Heritage  
Museum

PREPARED BY THE BOARD OF THE DHM

DEBRA BARLOW, CHAIR

ASSISTED BY BONNIE ELLIOTT, EXECUTIVE DIRECTOR

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## EXECUTIVE SUMMARY

The Dartmouth Heritage Museum completed its 2012 strategic plan and has adopted a new one. Over the past three years a great deal has been accomplished. Our visibility has grown by attracting new and diverse audiences by inviting different community groups to exhibit and run programs, more and better marketing, and greater use of web-based and social media tools. The DHM's exhibitions have explored a range of different topic including *African Maritime Art Pioneers* curated by Black Artists Network of Nova Scotia (BANNS) together with a series of four talks (2013), *A Splash of Colour: Dartmouth Visual Arts Society Summer Show and Sale (2013)*, *Bridal Gowns* from the permanent collection. This has attracted new and returning audiences to object-rich exhibits focused on themes and issues of importance to the people of our Municipality.

We have taken part in community wide events, including mounting a display *Peddling Down Memory Lane* for Bike Week, hosting *My Mother's Alphabet*, an installation by artist Ehryn Torrell for *Nocturne Art at Night* at Quaker House, taking part in *Downtown Dartmouth Painted Pumpkin*, and running a successful *Heritage House Tour* in Dartmouth in 2013 & 2014. As well, we held a number of well attended workshops on a variety of subjects, offer summer programming for children, craft demonstrations, programs in schools including *Historical Detectives*, offer year round interpretive tours of two historic houses, and make archival material available to researchers.

Due to the success of our programs the need to offer more exhibit space, better programming and a wider audience exists. In the past year our attendance in both houses has increased almost 50% and we continue to get requests for hosting community events, mounting exhibits & hosting workshops. Initiated by HRM, the **Phase 1 of the Warehouse Project** in which the many problems with storing the collection have been resolved, has been completed. Despite our many successes, we continue to have financial challenges. Unfortunately, rental revenue arising from the use of Evergreen House as a film location has ceased in the last year. In order to avoid a shortfall in our budget, the museum has had to close for nine weeks from December 2015 until March 1<sup>st</sup>, 2016. There is a gap between the services the community wants us to deliver and our ability to deliver. The lack of human resources (staff) prevents us from utilizing volunteer staff more efficiently and being able to deliver services that are mandated.

Nevertheless, the DHM has made significant progress in a number of key areas. For example, by working with our wider community we are opening up a number of revenue opportunities and by working co-operatively with HRM we are working more effectively towards a common goal. DHM has increased our earned revenue through more admissions and gift shop revenues. We still have a long way to go, but progress has been made. In 2016, we will continue to improve our governance by growing our board, **creating a community advisory group**, and streamlining our operations to ensure we have the tools and information we need to be successful. We are working on a plan to move the museum to a more **prominent downtown location** because we all believe that is our

future. And of course we will continue to diversify and grow revenues from a variety of sources aided by new marketing strategies aimed at the relocation of the collections.

DHM has an exciting line up of major exhibitions including *Explosion HLFX, Industrious People: the industries that made us known Worldwide* and the *Fashion Gallery* that will host temporary textiles and costume exhibitions. By mounting these, we are certain to attract diverse audiences and interesting conversations about our common heritage. It is an exciting time at DHM.

Recognizing that we are asking for a significant increase in funding from our municipal partner, the following business plan will outline the increased management and operational services. This will be accomplished through increased conservation and stabilization of not only your current collection but through the stewardship of additional community collections such as the Police and Fire Departments, the Art Loan Program, etc. The DHM Board is committed to reducing their reliance on government funding through a series of initiatives that will see the museum with far greater financial autonomy.

Our strategic goals outlined are all formulated to enhance and establish the greater Halifax community as a cultural leader in NS.

## DHM'S OPERATIONAL STATEMENTS

### VISION

To be considered by our community as leaders in conversations about where we have come from and who we are now.

### MANDATE

As the 'city' museum we are a permanent institution in the service of society and its development, open to the public, which acquires, conserves, researches, communicates and exhibits the tangible and intangible heritage of humanity and its environment for the purposes of education, study and enjoyment.

### MISSION

- Connect people with the Municipality, people with ideas, and people with each other.
- Deliver an outstanding museum experience through innovative, world-class exhibitions and engaging, multidisciplinary public programs.
- Explore the continuous transformation of the City in provocative, participatory and innovative ways.
- Build a relevant collection of focused objects, archival material, photography, multimedia and make it accessible to the larger community.

## CORE VALUES

- Integrity and Excellence
- Community Engagement
- Dialogue and Debate
- Promotion of Intercultural Understanding
- Passionate Advocacy for Halifax

## STRATEGIC GOALS 2016 TO 2018

1. *DIVERSIFY AND GROW OUR AUDIENCES;*
2. *SOLIDIFY OUR DISTINCTIVENESS.*
3. *DEVELOP AND STRENGTHEN OUR HUMAN CAPITAL;*
4. *IMPROVE OUR CONNECTEDNESS TO THE COMMUNITY;*
5. *ENSURE OUR ENDURING SUCCESS; AND*

## ***1. GOAL – DIVERSIFY AND GROW OUR AUDIENCES.***

### **OUTCOMES –more people, more stories, more often**

The Museum’s program plan is critical to our success. The choices that are made define the Museum’s distinctiveness drive different audiences and impact the public’s perception of who we are and what we do. By 2018, three outcomes are expected as a result of the program plan:

1. To increase attendance by 100% over 2015 and general admissions revenues by 300% by 2018 by increasing the number of prominent exhibits and event offerings;
2. To grow awareness of who we are and what we do as determined by measurable indicators and
3. Diversify audiences, through the development and implantation of educational programming.

### **ACTION PLANS– *How we will achieve them***

#### **Permanent Exhibitions**

Deliver three “major” permanent exhibitions including:

- *Explosion HLFX opening in 2017*
- *Industrious People: the industries that made us known Worldwide*
- *Fashion Gallery: Textiles and Dress – Temporary exhibitions*

#### **Programs for Permanent Exhibitions**

As appropriate, create and deliver dynamic public programming to animate DHM exhibitions and to broaden the conversation with the community.

### Long Term Engagement Plan (exhibitions and programs)

Led by the Steering Committee and ED, a long-term plan is being developed for both temporary and permanent exhibitions that aim at representing the diversity in our collective culture

- Setting the exhibition plan for 2018 and 2019;
- Develop popular series of talks, workshops, educational programs etc. that enhance exhibitions
- Find strategies to make DHM more family friendly.

### Temporary Exhibitions

- Develop interpretation on Joseph Howe, Father of Confederation and Helen Creighton, First Lady of Folklore at Evergreen House (2016–2017)
- Install new interpretive panels developed and sponsored by the Eastern Shore Quaker Worship Group at Quaker House (2016)
- Develop *Toonie Cinema* in Carriage Room at Evergreen House (2016)

### Other Public Programs

Create and deliver popular public programming (not directly related to exhibitions) that engages the community in different ways and continues our outreach.



- Continue to work collaboratively with community organizations to determine need
- Continue to engage youth through MOV's Youth Council

### School Programs

- Continue to deliver *Historical Detectives* to elementary grades
- Develop curriculum-based school programs for high school level

## *2. Goal – Solidify our distinctiveness.*

### **Outcomes–Collections Stewardship**

The Museum’s Collection of over 45,000 objects enables DHM to meet our mandate to preserve and share the cultural legacy of our region. Our goal is to ensure the **proper management of the Municipality’s collection** and to make it accessible to the public.

### **ACTION PLANS– *How we will achieve them***

- To hire a Collections Manager to ensure the professional stewardship of the collection
- Migrate database over to **Collective Access (ANSM)** to ensure continuous consistency of maximum efficiency in delivery.
- Continue addressing all outstanding issues as outlined in the **Mclvor Report**
- To fulfill our mandate and offer stewardship to additional community group who have collections (Fire Dept., Police)

### *3. Goal: Improve our connectedness to community.*

#### **Outcomes –Marketing and Communications**

Building recognition for DHM’s brand is critical to meeting the goals of increased awareness of DHM measured by greater membership, increased visitation, more sponsors and donors.

#### **ACTION PLANS– *How we will achieve them***

- Increase museum awareness through a marketing campaign aimed at who we are and where to find us.
- Continue to promote exhibitions/programs to drive attendance.
- Increase audience feedback by developing tools of measurement and analysis;
- Increase accessibility through hosting ‘fee free’ programs sponsored programs and community partnerships;
- Improve marketing for rentals by identifying opportunities of community groups (film companies, wedding parties, etc.)
- Improve access through improved signage;
- Continue to utilize social media to drive awareness of our collection and to increase attendance.

#### ***4. Goal: Ensure our enduring success.***

##### **Outcomes–Fund Development**

DHM needs to diversify and grow its revenues. This requires new revenue streams and the growth of existing streams. We need more long-term sources of funding in order to minimize our reliance on external funding in order to stabilize our operations.

##### ***ACTION PLANS– How we will achieve them***

- Offer more fundraising events by increased sponsorships, donations, foundations and other sources to support programming and facility development by 25%.
- Implement retail and rentals strategies to increasing brand awareness through improved signage and location awareness.
- Increase membership revenue by 15% each year by the development of a community outreach program.

##### **Finance and Operations**

##### **Outcomes**

**Improving how we operate** contributes to our overall success in numerous ways. By increasing our human capital, using technology to full advantage and improving the operation of the buildings (with the HRM) we can improve the visitor experience. This will be accomplished by:

##### ***ACTION PLANS– How we will achieve them***

- Secure funding and then implement point of sale system and improved terms of payment options to improve efficiency and customer service.
- By elevating administrative functions through improved hiring and retention procedures of museum workers (staff and volunteers).
- Continue to develop and access the policies and procedures that ensure accountability of the Board, staff and volunteers.

## Governance and Organizational Development

### Outcomes

#### **ACTION PLANS– *How we will achieve them***

Essential to achieving operational stability is through sound governance. The Board must be accountable to our partners, funders and the public. In 2016, we will establish a community advisory group to strengthen our connectedness to the heritage community. We will look to the future by completing a relocation strategy plan.

- Develop a relocation plan and acquire an alternative facility to house the collection in order to improve exhibits, expand the collection and run programs. This will eliminate any expenditure of a separate storage facility.
- Publication for all Museum Board events including, Board meetings, AGM's, special meetings, through social media inviting the public to attend.
- The creation of a community advisory group to assure stakeholder input.
- The creation of a process to review and publish the management contract. This process would demonstrate greater transparency in Board Governance.

## COST ANALYSIS

In order to fulfill the goals of the business plan, we offer the following financial cost analysis. In this cost analysis, all funding requests relate directly to initiatives identified in the McIvor Report and our present Operations and Management Agreement.

Three full time equivalent positions As a diverse number of skills will be required, contract positions will be offered.	150,000.00
Materials for artifact storage and preservation	2,000.00
Conservation of fine art flagged by Michelle Galinger as being critical	2,500.00
Technology– migration of database to Collective Access (ANSM)	20,000.00
TOTAL	174,500

Attachment 4 - Dartmouth Heritage Museum Society  
Income and Expenses 2014 - 2015

	2013-2014	2014 -2015	Comment
<b>INCOME</b>			
Admissions	\$2,397	\$2,359	
Donations	\$11,652	\$3,592	
Fundraising	\$7,781	\$7,917	Xmas cards, weekly teas and special events.
Government Grants	\$107,814	\$114,645	Community Museums Assistance Prog., Federal, Provincial and Municipal grants.
Interest	\$54	\$10	
Membership Dues	\$1,780	\$1,870	
Program Revenue	\$2,227	\$416	Income from conducting workshops/seminars, etc. Limited revenue due to focus on the collection stored at the warehouse.
Costume Revenue (Special)		\$689	Taken from a dedicated reserve
Retail Income	\$5,652	\$2,963	Sale of items from the shop.
Professional Services		\$2,311	Services rendered to external organizations
Rental Revenue	\$8,203	\$8,761	In 2015 this was primarily for the rental of space for movie productions
Warehouse Initiative	\$365	\$5,071	Grant for work on the collection at the warehouse
Total	<u>\$147,925</u>	<u>\$150,604</u>	
<b>EXPENSE</b>			
Fundraising	\$5,921	\$3,952	Weekly teas, special events, and production of Xmas cards
Collection & Access	\$443	\$44	
Warehouse initiative		\$5,071	Work on the collection at the warehouse
Facility	\$6,435	\$6,009	Janitorial expenses, repairs at Evergreen House and Quaker House.
Other	\$25	\$100	
Interpretation	\$2,684	\$296	Displays and exhibits
Costume expenses (Special)		\$689	Costs covered by a dedicated reserve
Management	\$665	\$273	Credit card fees & interest, board & committee expenses, issuing memberships.
Office	\$8,579	\$8,569	Equipment rental, telephone/internet, office supplies, postage/courier, bank charges.
Professional Fees	\$3,814	\$1,195	Cost of retaining a book keeper and accountant
Personnel	\$125,536	\$131,843	Salaries, EI, CPP, pension plan, professional development, travel, volunteer expenses.
Retail	\$280	\$833	
Total	<u>\$154,382</u>	<u>\$158,874</u>	
Net Profit (Loss)	<u>-\$6,457</u>	<u>-\$8,270</u>	