REPORT OF THE

COMMITTEE ON FINANCE AND ADMINISTRATION

DATED APRIL 3, 1995

On motion of Councillor Eadie, the Report of the Committee on Finance and Administration, dated April 3, 1995, was considered clause by clause.

Moved by Councillor Eadie,
That the Consent Agenda, Clauses 1,2,3,4,5,6 and 7, be adopted.

Carried.

Her Worship the Mayor and Councillors:

Appointment of Special Constables - Community Services Department File GF-2.3 (Vol. 4)

683 - 1. The Committee on Finance and Administration has been advised that the Enforcement and Legislative Co-ordinator, Environmental Health Services Division of the Community Services Department, has requested that the following employees of the Community Services Department, who will be required to perform by-law enforcement duties, be sworn in as Special Constables; namely: Marcia Joelle Fifer; Jamal Mohamed Harb; Vivian Lee and Harry James Douglas Moore.

The Committee on Finance and Administration recommends that the City Solicitor/Manager of Legal Services be authorized to make the necessary application to the Attorney-General's Department to have the above-named employees from the Community Services Department sworn in as Special Constables.

The Committee also recommends that the Proper Officers of the City be authorized to execute the required Forms of Indemnity of whatsoever kind or nature arising out of the acts and conduct of anything done, said or written by the said Special Constables when they function as a Special Constable under the said appointment.

Adopted by consent.

Recommendations for Amusement Tax Exemption File FL-6 (Vol. 12)

684 - 2. The Committee on Finance and Administration has considered recommendations received from the Winnipeg Arts Advisory Council for exemption to the Amusement Tax By-law.

The Committee is recommending certain exemptions to the Amusement Tax By-law for events to be held in 1995 as outlined below, and has laid over a request from Manitoba Theatre Centre for exemptions for events to be held in 1996 pending consideration of proposed amendments to the Amusement Tax By-law which are anticipated to be submitted to Committee on April 24, 1995.

The Committee on Finance and Administration submits draft by-law and recommends:

I. That the following list of exemptions be added to subsection 7(6) of the Amusement Tax By-law No. 3107/81, namely:

The Gilbert and Sullivan Society of Winnipeg Inc.:
"Pirates of Penzance" May 10 to 13, 1995 at the Pantages Theatre.

Rossdale Ukrainian Dance School Inc.
"Annual Dance Recital" on May 6, 1995 at the Pantages Theatre.

India School of Dance:
"Manitoba 125 Folk Dance Festival" on May 13, 1995 and "Recital XV" on June 4, 1995, at the Gas Station Theatre.

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Selkirk and District Ukrainian Dance School Inc.:
"Annual Recital" on May 6, 1995 at the Walker Theatre.

Winnipeg Youth Orchestra Inc.:
"Sounds of Spring" on May 1, 1995, at the Centennial Concert Hall.

Manitoba Theatre Centre:
1995 Mainstage Season, October 25 - December 16, 1995 at the Manitoba Theatre Centre.

Manohar Performing Arts of Canada:
"Kingdom of Cards", May 6 - 14 at the Centre-culturel Franco-manitobain.

II. That the Proper Officers of the City be authorized to do all things necessary to implement the foregoing, including the execution of any documents related thereto.

Adopted by consent.

Insurance Coverage for Winnipeg Transit Buses File FI-3 (Vol. 11)

685 - 3. When the Government of Manitoba introduced public automobile insurance (Autopac) in 1971, the Winnipeg Metropolitan Transit System was granted special status and allowed to remain substantially self-insured. For the past number of years, the insurance arrangements on Winnipeg transit buses have been as follows:

A. Damage to transit buses - Winnipeg Transit has repaired the buses themselves. Transit has borne the cost if they were at fault for the accident and they recovered from the other party's insurance if the other party was at fault.

B. Damage to Other Vehicles and Property - Winnipeg Transit has self-insured up to $200,000.00 and has paid actual costs when they were liable.

C. Bodily Injury Claims - Winnipeg Transit has self-insured up to $200,000.00 and has paid actual costs when they were liable.

D. Winnipeg Transit has carried excess liability insurance of $4,800,000.00 per accident to cover large bodily injury and property damage claims. In addition, the City's excess liability coverage has provided coverage from $5 million to $100 million.

The insurance arrangements for Winnipeg transit buses changed somewhat with the introduction of the Personal Injury Protection Plan (P.I.P.P.) on March 1, 1994. While the situation related to damage to transit buses, other vehicles and property has remained the same, the situation related to bodily injury claims has changed. Given the fact that P.I.P.P. is a no fault program, the City's excess liability insurance will not address P.I.P.P. claims. Insurance coverage is based on liability, and since P.I.P.P. is a true no-fault program and not based on liability, normal insurance will not cover P.I.P.P. claims. In the event that there was a very major transit bus accident where there were a number of serious injuries and/or deaths, the City could be faced with P.I.P.P. claims that could run into the millions of dollars. P.I.P.P. claims include payments for medical, rehabilitation and care expenses, loss of income, permanent disability and death.

Officials from the City's Corporate Finance, Corporate Services (Legal Services) and Transit Departments have had several meetings with representatives from the City's General Insurance Consortium and Manitoba Public Insurance in order to determine what would be the most appropriate and cost effective way of dealing with this risk exposure. Manitoba Public Insurance has presented the City with three options as follows:

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REGULAR PROGRAM (CITY NOT SELF-INSURED)

This option provides that the City fully insure each transit bus and give up the special self-insurance arrangement for transit buses that it has enjoyed over the last twenty years. Based on the 1995 premium, insurance costs would be $917,400.00 for 556 buses. Based on previous claims experience, it is projected the City would end up paying between $688,000.00 and $1,376,000.00 with this option.

This option is not recommended because it would not be desirable for the City to give up the self-insured status for transit buses, because although it is difficult to accurately quantify, the self-insurance arrangement has saved the City several million dollars over the past two decades. The self-insurance of transit buses is also consistent with the City's overall risk management philosophy of self-insuring as many risk exposures as possible and only purchasing insurance to cover very large potential losses.

SELF-INSURED WITHOUT REINSURANCE

This option provides no stop loss on claims, a swing rate premium based on claims experience to a minimum of $120,000.00 and a maximum of $1,100,000.00, with a $15,000.00 administration fee to be charged and reviewed annually. Any deficits would carry forward with interest. Although this option has the potential of being the lowest cost alternative if there is never a major loss, it is not being recommended in that it would not be prudent for the City to expose itself to the risk of a multi-million dollar loss, if there is a cost effective way to transfer the risk through the purchase of stop-loss protection.

SELF-INSURED WITH REINSURANCE

This option provides for stop loss to be applied based on the Corporation's standard reinsurance limits (currently at a maximum of $1,000,000.00), a swing rate premium based on claims experience to a minimum of $120,000.00 and a maximum of $700,000.00, the premium to be reviewed annually, with a reinsurance fee of $50,0000.00 for 1995 to be adjusted annually. This option is being recommended as it meets the dual objectives of remaining self-insured for the vast majority of losses, while having stop-loss protection for any single losses in excess of $1,000,000.00.

Under this swing rate premium arrangement, the City will pay the actual claim costs on an annual basis if they are between the minimum of $120,000.00 and the maximum of $700,000.00. For example, if the City's claim costs were $800,000.00 in 1995, the City would pay $700,000.00 in 1995 and the deficit of $100,000.00 would be carried forward with interest to 1996. If the City's claim costs were then $400,000.00 in 1996 the City would pay $400,000.00, plus $100,000.00 with interest.

The City will also pay a reinsurance fee of $50,000.00 for 1995, that will provide the City with stop loss coverage based on Manitoba Public Insurance's standard reinsurance limit of $1,000,000.00. In the event that there was a very serious accident and there were P.I.P.P. claims that totalled $5,000,000.00, the City would only have to cover $1,000,000 in its claims experience and $4,000,000.00 would be covered under the reinsurance protection. Furthermore, if there was a large loss, the City's claims experience for the year would be well in excess of $1,000,000.00, but the City would only pay $700,000.00 in the year and the deficit would be carried forward with interest. The annual administration fee for this self-insurance arrangement will remain at $15,000.00 for 1995 and will be reviewed annually thereafter.

It should be noted that under this arrangement all of the premium payments will be subject to the Province of Manitoba's 3% premium tax, whereas the City did not have to pay this tax under its previous arrangements. Winnipeg Transit has sufficient funds in its 1995 budget for insurance and claims to cover these expenses and it is anticipated that over the long term these new arrangements will be slightly less costly than they have been in the past.

It should also be noted that there was unanimous agreement among the officials of the Corporate Finance, Corporate Services (Legal Services) and Transit Departments and the General Insurance Consortium that "Option B - Self-Insured with Reinsurance" was the best option to select. Once formal approval has been given, the appropriate City officials and Insurance Consortium representatives will meet with Manitoba Public Insurance in order to finalize and document the details of the arrangement.

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The Committee on Finance and Administration recommends:

I. That Council give formal approval to the insurance arrangements for Winnipeg transit buses that the City Treasurer and the City's General Insurance Consortium has arranged with Manitoba Public Insurance, outlined as "Self-Insured with Reinsurance".

II. That the Proper Officers of the City be authorized to do all things necessary to implement the foregoing, including the execution of any documents related thereto.

Adopted by consent.

Redemption of 27 Leeds Avenue from Tax Sale by Instalments FL-2.4 (Vol. 11)

686 - 4. On October 4, 1993, Debby Vlahos requested to be allowed to redeem her property from Tax Sale by instalments, and the request was granted for a one year term which expired January 29, 1995.

Mrs. Debby Vlahos has applied for an extension to the Tax Sale Agreement authorized by By-law No. 6416/94 which was passed by Council at its meeting of May 25, 1994.

The City of Winnipeg Act Section 255(4) states the following:

> Notwithstanding section 245 and subsection (1), but subject to subsection (5), the city, if authorized by by-law, may enter into an agreement in writing with an owner of, or a person who has an interest or estate in, or a charge on, land that has been sold for taxes, for the redemption of the land from the tax sale and the payment of all taxes payable in respect of the land subsequently accrued to the date of the agreement and during the currency of the agreement and during the currency of the agreement, by instalments.

The payment plan negotiated includes monthly payments in the amount of $530.00. The application of such a proposal, which falls within the framework of previous agreements approved by Council, would retire the present indebtedness of $7,812.49, plus future years projected taxes in approximately 29 months. Together with the 12 month term granted previously, the total repayment schedule is approximately 41 months.

The Committee on Finance and Administration therefore recommends:

I. That a redemption be granted from Tax Sale of 27 Leeds Avenue by consecutive monthly instalments of $530.00.

II That the City Solicitor/Manager of Legal Services be requested to prepare the by-law authorizing the agreement on a one year conditional basis.

III. That the Proper Officers of the City be authorized to do all things necessary to implement the foregoing, including the execution of any documents related thereto.

Adopted by consent.

Proposed Leave and License Agreement - Sidewalk Cafe - Market Avenue Cabaret, 112 Market Avenue File ED(32) (Vol. 1)

687 - 5. In 1994, the City received a request from the Market Avenue Cabaret Limited (Mr. Lloyd S. Feigelman) to establish a sidewalk cafe encroachment within the lane right-of-way adjoining 112 Market Avenue, identified on Misc. Plan No. CC 9174.

On June 7, 1994, the City Centre Community Committee recommended that the application not be approved in view of the establishment's past practice of violations of the City's Anti-Noise By-law.

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On July 8 and July 14, 1994, the Committee on Planning and Community Services laid over consideration of the encroachment to allow the Ward Councillor to meet with area residents and property owners to discuss the proposal being contemplated. These discussions resulted in a revised location for the proposed sidewalk cafe to be considered.

On August 30, 1994, the Committee on Planning and Community Services approved the revised location to permit the establishment of an encroaching sidewalk cafe within the John Hirsch Place right-of-way, as shown on Misc. Plan No. CC 9403 and referred the matter to the former Land Surveys and Real Estate Department to negotiate the terms and conditions of agreement.

Briefly, the negotiated terms and conditions of the proposed leave and license provide for the following:

Location	John Hirsch Place right-of-way adjoining 112 Market Avenue, shown shaded and identified as "Leave & License" on Misc. Plan No. CC 9403
Area	±103.0 m² (±1,108.0 ft²)
Term	From May 15, 1995 or the date spring clean-up is completed, whichever is the later, to September 30, 1995
Hours	Restricted to Wednesday and Thursday from 4:00 p.m. to 11:00 p.m., Friday from 4:00 p.m. to 2:00 a.m., and Saturday from 7:00 p.m. to 2:00 a.m.
Rental	$1,030.00 payable in advance, plus an administrative fee of $250.00
Insurance	Public liability insurance of at least $1,000,000.00 naming the City as additional insured and containing a cross-liability clause
Cancellation	Upon 10 days notice by either party; immediate upon default. The tenant will be in default if there is excessive noise.

In addition to the City's standard terms and conditions for Sidewalk Cafes, and in accordance with the previous approval of the Committee on Planning and Community Services, the proposed Leave and License Agreement is to provide for the following:

1. No outdoor speakers or other electronic entertainment devices shall be permitted on or near the cafe area.

2. Prior to construction, the Applicant shall submit a complete set of detailed plans showing the method of construction for installation and location of temporary fencing, satisfactory to the West Central District Operations Department and Winnipeg Hydro.

3. The Applicant shall not alter, modify, or permit the alteration or modification to the John Hirsch Place right-of-way without prior written consent of the West Central District Operations Department.

4. In the event the Applicant decides to operate the cafe in future seasons, a new application will have to be submitted to the Committee on Planning and Community Services for its consideration.

5. That the operating hours for the sidewalk cafe be restricted to Wednesday and Thursday from 4:00 p.m. to 11:00 p.m., Friday from 4:00 p.m. to 2:00 a.m., and Saturday from 7:00 p.m. to 2:00 a.m.

The Land and Development Services Department has negotiated the foregoing terms and conditions of leave and license in accordance with the direction of the Committee on Planning and Community Services and the terms negotiated are consistent with agreements of a similar nature.

The Technical Advisory Committee on City Properties has suggested that the following term be incorporated in the proposed agreement:

"The noise levels must not exceed normal conversation levels (67db) at any time".

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The Committee on Finance and Administration recommends:

I. That a Leave and License be granted to Market Avenue Cabaret Limited to permit the establishment of a sidewalk cafe as shown on Misc. Plan No. CC 9403, in accordance with the terms and conditions outlined herein, and in a form satisfactory to the City Solicitor/Manager of Legal Services subject to the addition of the following term, namely: "The noise levels must not exceed normal conversation levels (67db) at any time".

II. That the Proper Officers of the City be authorized to do all things necessary to implement the foregoing, including the execution of any documents related thereto.

Copies of Misc. Plan No. CC 9174 and CC 9403 are on file in the office of the City Clerk.

Adopted by consent.

Proposed Leave and License Agreement - Sidewalk Cafe - Grabbajabba, 2090 Corydon Avenue File ED(31) (Vol. 1)

688 - 6. On August 30, 1994, the Committee on Planning and Community Services approved an application from 566947 Alberta Ltd. (Grabbajabba) to permit the establishment of an encroaching sidewalk cafe within Southport Boulevard, south of Corydon Avenue and referred the matter to the Land and Development Services Department to negotiate the terms and conditions of an agreement.

On September 13, 1994, the Assiniboia Community Committee advised it had no objections to the establishment of the proposed sidewalk cafe.

Briefly, the negotiated terms and conditions of the proposed leave and license provide for the following:

Location	West side of Southport Boulevard adjoining 2090 Corydon Avenue
Area	Land shown shaded and identified as "Leave & License Area" on Misc. Plan No. ASBA 9243
Term	From May 15 or the date spring clean-up is completed, whichever is the later, to September 30 during each year
Hours	7:00 a.m. to midnight, to coincide with Applicant's business operation
Rental	$263.00 payable in advance of each season, plus an initial administrative fee of $250.00. Rental is subject to annual review by the City but in no event will it be less than that paid in the previous year.
Insurance:	Public liability insurance of at least $1,000,000.00 naming the City as additional insured and containing a cross-liability clause.
Cancellation	Upon 10 days notice by either party; immediate upon default.

In addition to the City's standard terms and conditions for sidewalk cafes, and in accordance with the Committee on Planning and Community Services approval, the proposed Leave and License is to provide for the following:

1. The Applicant shall install a permanent patio surface constructed of interlocking paving stone in accordance with plans submitted and approved by the Committee on Planning and Community Services.

2. In the event the agreement is terminated by either party for any reason, the Applicant shall within thirty (30) days take up and remove the patio surface and restore the lands to the same level and condition, including sodding, as it was in prior to the commencement of the agreement. Should the Applicant default in doing so, the City may remove the patio surface and restore the lands at the sole risk and expense of the Applicant.

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3. That the Applicant keep in force each and every year (i.e. throughout the year) during the continuance of the agreement, the required public liability insurance.

The Land and Development Services Department has negotiated the foregoing terms and conditions of leave and license in accordance with the direction of the Committee on Planning and Community Services and the terms negotiated are consistent with agreements of a similar nature.

The Technical Advisory Committee on City Properties has suggested that the following term be incorporated in the proposed agreement:

"The noise levels must not exceed normal conversation levels (67db) at any time".

The Committee on Finance and Administration has recommended that the following condition be also included in the proposed agreement:

"That no music be allowed".

The Committee on Finance and Administration recommends:

I. That a Leave and License be granted to 566947 Alberta Ltd., in accordance with the terms and conditions outlined herein, and in a form satisfactory to the City Solicitor/Manager of Legal Services subject to the addition of the following terms:

A. The noise levels must not exceed normal conversation levels (67db) at any time.

B. That no music be permitted.

II. That the Proper Officers of the City be authorized to do all things necessary to implement the foregoing, including the execution of any documents related thereto.

Copy of Misc. Plan No. ASBA 9243 is on file in the office of the City Clerk.

Adopted by consent.

The Winnipeg Canoe Club - Management Agreement with the Germanic Cultural Centre of Manitoba Inc.
File PR-2.4.1 (Vol. 1)

689 - 7. On January 1, 1994, the Committee on Finance and Administration anticipating the receipt of the Winnipeg Canoe Club by way of tax sale on May 1, 1994, directed that a call for proposals be advertised which solicited offers for a long term lease/management agreement of the Clubhouse coupled with a lease to operate the Golf Course for one year.

Following the advertising and selection process, the Committee on Finance and Administration, at its meeting held April 7, 1994 authorized the Director of Land Surveys and Real Estate to negotiate a long term lease/management agreement with the German-Canadian Congress (MB) Inc. in accordance with their submission, with said negotiations to be subsequently approved by Council.

During the negotiation process, the former Land Surveys and Real Estate Department, in conjunction with the Parks and Recreation Department with respect to the golf course, has operated the Winnipeg Canoe Club as a going concern.

The Germanic Cultural Centre of Manitoba Inc., a non profit entity representing nine German speaking organizations, has agreed to enter into a Management Agreement for the operation of the Winnipeg Canoe Club on behalf of the City as a community centre for the benefit and use of the community-at-large and as a community cultural centre.

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The basic conditions of the Management Agreement contemplate a 25 year term with one 25 year renewal. Realty taxes would not be applicable as the City retains sufficient control over the property so as to continue to be the occupier, however if this interpretation were to be successfully challenged, the Germanic Cultural Centre of Manitoba Inc. (referred to as the Manager) would pay the realty tax.

The Manager is to initially renovate, within the first 120 days, at a cost of at least $500,000.00, and then renovate at a cost of at least $50,000.00 annually in each year following the initial ten years. Fifty percent of all renovation costs are to be credited towards an Option to Purchase. The $500,000.00 Option price increases by the Consumer Price Index after the year 2000. In other words, after the Germanic Cultural Centre of Manitoba Inc. has completed renovations at a cost of at least $1,000,000.00 that organization could obtain title to the property at no additional cost and would then be responsible for the payment of realty taxes.

Therefore, as a minimum, the Germanic Cultural Centre of Manitoba Inc. will renovate the clubhouse equivalent to the payment of a right to manage fee of $50,000.00 per year for 25 years. The Germanic Cultural Centre of Manitoba Inc. has advised that it has secured substantial Federal Government grants for the renovation of the Winnipeg Canoe Club.

A more detailed synopsis of the Management Agreement together with the proposed Management Agreement/Option to Purchase outlined as Appendix "A" is on file in the office of the City Clerk.

It should be noted that the Management Agreement refers only to the clubhouse, tennis courts and parking lot. The golf course will be the subject of a separate lease agreement currently being negotiated with the Germanic Cultural Centre of Manitoba Inc.

The Land and Development Services Department supports the Management Agreement subject to the following:

1. That a provision be included which provides for the Germanic Cultural Centre of Manitoba Inc. remaining a non profit organization for as long as it occupies the Winnipeg Canoe Club.

2. That either during the term of the management agreement or upon exercising the option to purchase, the parking lot remain available for use in conjunction with the golf course regardless of who operates same.

Pursuant to Section 156(2) of The City of Winnipeg Act, the approval of at least two-thirds majority of Council is required on the lease (or in this case a Management Agreement) of property designated or acquired for park purposes.

The Committee on Finance and Administration recommends:

I. That a Management Agreement for the operation of the Winnipeg Canoe Club be approved with the Germanic Cultural Centre of Manitoba Inc., in a form satisfactory to the City Solicitor/Manager of Legal Services as outlined in Appendix "A", subject to the following:

   A. the Germanic Cultural Centre of Manitoba Inc. remaining a non-profit organization;

   B. the parking lot remaining available for use in conjunction with the golf course use.

II. That the Proper Officers of the City be authorized to do all things necessary to implement the foregoing, including the execution of any documents related thereto.

Adopted by consent.

COMMITTEE ON FINANCE AND ADMINISTRATION

UNFINISHED BUSINESS

On motion of Councillor Eadie, Clause 16 of the Report of the Committee on Finance and Administration, dated February 27, 1995, was considered.

Her Worship the Mayor and Councillors:

Proposed Expropriation - 1 Pritchard Avenue File FI-2(34) (Vol. 2)

690 - 16. On September 22, 1993, Council considered the prioritization of riverbank parkways in the City of Winnipeg and recommended that the first priority for riverbank development to be the North Winnipeg Riverbank Parkway extending from the "Forks" to the "Kildonan Bridge". The City controls all of the properties in the project boundaries, with the exception of the five properties commonly known as the "Pritchard Boat Yard" properties, identified on Misc. Plan No. LSWK 5237/5, and five small additional properties to be secured by easements.

The City has undertaken discussions and negotiations with the owners of the "Pritchard Boat Yard" properties for over ten years.

On December 3, 1991, Council approved the terms and conditions for the purchase of the five properties; 1 Pritchard Avenue, the commercial property owned by Main Outboard Centre Ltd., three residential properties, at 100 Pritchard Avenue, 101 Selkirk Avenue, 103 Selkirk Avenue, and a vacant riverbank parcel all owned by Donald Bernhardt.

The Council approved purchase was not concluded as a number of factors contributed to the failure to finalize this transaction, including the ill-health of one of the vendors, and an internal conflict between the shareholders of Main Outboard Centre Ltd., (1 Pritchard Avenue - Pritchard Boat Yard). Additionally, the vendors were subsequently opposed to carry through with their obligation to remove the two existing underground gasoline storage tanks pursuant to the Council approved terms of settlement.

Ongoing negotiations with Mr. Donald Bernhardt's representative has resulted in a proposed agreement to sell Property Nos. 2, 3 and 4 to the City, which was approved by the Committee on Finance and Administration at its meeting held on January 3, 1995.

Property No. 5, a residential property known as 103 Selkirk Avenue, was originally owned by Mr. Donald Bernhardt and was included in the Council (December 3, 1991) approved acquisition by the City. Mr. Bernhardt has in the meantime sold this property to a third party. As a result, 103 Selkirk Avenue (Property No. 5), has been eliminated from these discussions and the Land and Development Services Department, upon the instruction of the Parks and Recreation Department, will attempt to negotiate a pathway easement at this location.

The Committee on Finance and Administration is recommending the expropriation of the subject property identified as Property No. 1 as shown on Misc. Plan No. LSWK 5237/5.

The boat yards property has been the subject of complaints from the Community respecting safety. Furthermore, the City has in recent times entered onto the property pursuant to a health order for the purposes of clearing the site of debris.

With respect to the two underground storage tanks, one of the principles of Main Outboard Centre Limited undertook the removal of the tanks in the Spring of 1994. Manitoba Environment now has records which indicate the levels of contaminants in the removal area of the two tanks and it has verbally advised that the level of contaminants would not require any remediation for a continued commercial/industrial use or for the use of a bicycle and pedestrian pathway. However, the use of the contaminated area for a passive park could require some site remediation, the extent of which would require further testing. Since soil testing has been undertaken only around the area of the two tanks, the balance of the site would have to be tested to determine the presence of any additional contaminated areas.

Committee on Finance and Administration - Unfinished Business (continued)

With regard to expropriation of the property, the Land and Development Services Department is concerned that there is a possibility that the City could ultimately find itself responsible for significant remediation costs. There is no ability under the Expropriation Act to enter onto the lands, prior to taking possession under the Act, for the purposes of conducting an environmental site assessment. The owners had previously declined to allow the City the privilege of carrying out such a study and there is no reason to expect the owners to change their position at this time.

Upon receipt of possession the City will undertake testing and to the extent possible will employ the results in the determination of Due Compensation. Once the City has taken possession and testing is completed, no matter what the findings are, the City will remain the owner.

The Parks and Recreation Department has stated that the acquisition of the Pritchard Boat Yard's property represents an opportunity to complete an important linkage in the Norquay Park-Redwood Bridge section of the North Winnipeg Riverbank Parkway approved by Council on September 22, 1993. The Parks and Recreation Department has further stated that funding for the parkway project was inserted in the Draft 1995 Capital Budget and the Executive Policy Committee has requested the Draft to identify Unused Borrowing Authority to fund this project for construction in 1995. Inasmuch as the properties are required in 1995 and funds for the acquisition of the subject property are available from the 1990 Riverbank Acquisition Account, the Parks and Recreation Department is highly supportive of acquiring this property by expropriation for the riverbank purposes utilizing existing committed funds.

The Land and Development Services Department has undertaken extensive negotiations with these owners and their representative in order to attempt to save the original transaction. Although, the Department has been successful in negotiating an acquisition of the remaining residential improved properties and the vacant parcel of land, it is the Department's opinion that continued negotiations will not be successful in achieving possession of the boat yards property for construction of the North Winnipeg Riverbank Parkway in 1995 and recommends that the expropriation process be implemented to facilitate construction.

Although the primary purpose of this proposed acquisition by expropriation is to facilitate the assembly of lands to enable the construction of the North Winnipeg Riverbank Parkway, the acquisition would also have the effect of providing the North Point Douglas neighbourhood with additional green space and will remove this commercial / industrial use from the residential community. In addition, there is a possibility that the Harbourmaster may be required to relocate from the Mill Street Station site. The Subject Property offers an excellent alternate location and the Parks and Recreation Department has advised that if the City were to purchase the subject Property then there is a likelihood that it will relocate its Pritchard Avenue parks maintenance yard to this site, at least on a temporary basis. The Parks and Recreation Department has orally advised that it is prepared to share the Pritchard Boat Yard site with the Harbourmaster, however, alternative arrangements may be required pending finalization of a development strategy for the site.

In May, 1992, the Budget Bureau issued its Certificate confirming that adequate funds have been committed against the "Land Acquisition of Riverbank Property" Account to finance the acquisition of the subject property.

The Committee on Finance and Administration submits draft by-law and recommends:

I. That the City Solicitor/Manager of Legal Services be instructed to initiate expropriation proceedings for the acquisition of 1 Pritchard Avenue identified as Property No. 1 on Misc. Plan No. LSWK 5237/5 and required by the City for the North Winnipeg Riverbank Parkway.

II. That the Proper Officers of the City be authorized to do all things necessary to implement the foregoing, including the execution of any documents related thereto.

A copy of Misc. Plan No. LSWK 5237/5 is on file in the office of the City Clerk

Moved by Councillor Eadie,
That the clause be referred to the Executive Policy Committee.

Carried.

COMMITTEE ON FINANCE AND ADMINISTRATION

MOTIONS

Moved by Councillor Eadie,
Seconded by Councillor Golden,

691 - WHEREAS the City Clerk has advised that Clause 5 of the Report of the Committee on Finance and Administration dated February 27, 1995 which was adopted by Council on March 22, 1995, and which authorized the date of the City of Winnipeg Tax Sale No. 100, inadvertently contained a typing error in that the date established for the tax sale was indicated as November 16, 1995 when the date should have been November 29, 1995;

THEREFORE BE IT RESOLVED that Recommendation I of Clause 5 of the Report of the Committee on Finance and Administration dated February 27, 1995 adopted by Council on March 22, 1995, be amended to read as follows:

> "That Council authorize the City of Winnipeg Tax Sale (Tax Sale No. 100) be held on November 29, 1995, for lands which are in arrears of taxes for any part of 1993, plus 1994 and 1995."

Carried.

COMMITTEE ON FINANCE AND ADMINISTRATION

CONSIDERATION OF BY-LAWS

692 - On motion of Councillor Eadie, By-law No. 6626/95, a By-law of The City of Winnipeg to amend the Amusement Tax By-law No. 3107/81 was read a first, second and third time, the rule being suspended for the third reading, and was passed and ordered to be signed and sealed. File FL-6 (Vol. 12).

On motion of Councillor Eadie, the rule was suspended and By-law No. 6620/95, a By-law of The City of Winnipeg to authorize the borrowing of money for the General and Utilities Purposes of the City by the issue and sale of Debentures of the City in the aggregate principal amount of One Hundred Million ($100,000,000.00) Dollars in lawful money of Canada, was read a first, second and third time, the rule being suspended for the third reading, and was passed and ordered to be signed and sealed. File FC-2 (Vol. 17)