



Flotilla

January 2013

News and views from the Outer Harbour Centreboard Club (www.sailohcc.ca)

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Thanks for the contributions in this issue: Peter Brayshaw, Jurgen Braunohler, Ralph Drake, Katy Molyneux and Adam Nicholson,

Deadline for the next issue: **Friday, the Ides of March.**

The address is at the top of this page, and fer heaven's sake, get yer stuff in on time — or before!

If you send an e-mail story to writeme@kenelliott.ca

please back it up with a call to: (416) 363-2974

2013 OHCC Executive		Work	Home	email
Commodore	Ralph Drake	(416) 449-0399	(416) 496-0325	rdrake@drake-associates.ca
Vice Commodore	Peter Brayshaw		(905) 632-8586	pnbvbrayshaw@hotmail.com
Rear Commodore	Adam Nicholson		(416) 402-1911	adam_nicholson1@yahoo.ca
Secretary	Alan Hall	(416) 571-9105	(416) 323-0770	alan.hall@sympatico.ca
Membership	Katy and David Molyneux		(416) 487-9572	djm@integrapro.com
Treasurer	Peter Suchanek	(416) 458-9199	(416) 545-0832	peter@heinkeandsuchanek.com
Newsletter	Ken Elliott	(416) 363-2974		writeme@kenelliott.ca
Property (Grounds)	Ted Mallett	(416) 644-7549	(416) 486-0515	ted@mallett.ca
Property (Boats)	Roger Martin		(416) 485-2169	roger@unicell.com
Yardmaster	Dave Ross		(416) 953-6646	dave7ross@gmail.com
Volunteer Director	Don Haddow		(416) 902-0725	dhaddow@rigers.com
	Clubhouse	(416) 465-1234		

Commodore's Comments

I HOPE everyone had an enjoyable Christmas and a great holiday season. I would like to thank everyone who contributed their time and efforts to our club's successful program for 2012.

The clubhouse is now closed and our floating docks are stacked on dry land until next season. The docks-out turnout by our members combined with the OHCC yard clean-up work party on Nov 17 ensured that the club was ready for the winter. The OHCC Annual General Meeting was held after docks out to update our members on current matters, membership, finances etc. and to elect the OHCC 2013 Executive. The 2012 OHCC was unanimously re-elected for next year except for the following changes:

- a) Ted Mallett was elected Property (Grounds)
- b) Roger Martin was elected Property (Boats)
- c) Don Haddow was elected Volunteer Director.

Special thanks to Bob Fahy and Peter Hale for their past contributions to our executive.

Our clubhouse is now boarded up and all equipment is stored and winterized.

The 40th OHCC Annual Dinner Dance was

held at The National Yacht Club in November 2012. Adam Nicholson (Rear Commodore) did an excellent job presenting the yearly awards.

OHCC, working together with the Outer Harbour Sailing Federation, will be able to offer a full, learn-to-sail program for kids and youth during the summer this year. We will be able to provide learn-to-sail programs in July and August for kids and youth from seven years to 17 years. The Kids/Youth camps will be for CanSail 1 and CanSail 2. Contact Alan Hall at 416 571-9105 for further details.

Our Executive met in December last year and we are now planning for the coming season. We will continue to organise this year's program through the winter to determine what improvements are necessary to maintain the high standard of our club's grounds, facility and programs. Our club's programs and infrastructure maintenance can only be achieved through volunteer commitment by all of our members.

We all look forward to another year of enjoyable sailing. **Ralph Drake, Commodore**

Vice Commodore's Report

AT LAST the lease agreement between the City of Toronto (the City) and the Outer Harbour Sailing Federation (OHSF and/or Tenant) has been signed! This relates to the 3,781 acres occupied by OHCC, Mooredale, St. James Town, Westwood and the Multihulls. We are all lessees of OHSF but to date, beyond informal boundaries settled between the clubs, it has not been deemed necessary to go to the expense of formal sub-leases.

The lease contains all the normal keep-well conditions, but the main sections of the lease which our members should be aware of, are as follows, with comments in italics:

2 (1) ... for a term of 20 years commencing on August 1st, 2005 and expiring on July 31st, 2025... the Tenant acknowledges and agrees it has no right to renew or extend...

This is the same period that the City offered to all other yacht clubs, and OHSF has been endeavoring to negotiate the more onerous terms, or at least to reach a written clarification, without success. But Waterfront Toronto (WT) and the City now accept our existence as a part of the fabric of Toronto, as evidenced by the City's negotiations to reduce OHSF's municipal tax assessment. Eventually OHSF decided any lease was better than no lease and, at the end of the term, all Toronto yacht clubs (a significant voter force), will have to re-negotiate with the City.

2(2) The Tenant shall have the right to terminate...on one years notice...the Tenant shall not have any right to compensation for improvements...the Tenant owns the buildings and other structures...until expiry ...of the agreement... ownership reverts to the landlord.

2(3)(a) the Tenant acknowledges...that rights...shall be subject to the implementation of the central Waterfront Secondary Plan and /or re-developmentapproved by City ..including any re-development ...as part of Toronto Waterfront Revitalization Corporation.

2(3)(b) The Tenant shall ensure that the public has unlimited access along the waterfront in front of the leased property, except during peak boating activities, when the tenant may restrict such access...to ensure the safety of the public.

(a) and (b)above have been the major sticking points, but after years of negotiation we are featured in our present location in Waterfront Toronto (their new name) published plans for Lake Ontario Park. The City understands, though with nothing in writing, waterfront access of the public will be limited to non sailing months. However, a further impediment to public access to the Spit and all the water's edge (including OHCC's waterfront) is the present lack of a public western access point. This will be cured eventually by the proposed relocation of the Water Rats club to the Hanlan site, and the latter to move to the Marina at the expense of the City. That will happen at an unknown date in the future.

3(1)(a) ...annual Rental based on \$3,000 per acre...

3(1)(b)... in each subsequent year...the previous year's annual rental rate shall be increased by the rate of inflation...

In 2012 OHCC's share was budgeted at \$2,012

4(1) The Tenant covenants...

4(1)(a) ...to pay rent...

4(1)(b) ... to pay all taxes...

In 2010 – 2012 the OHSF did not pay any municipal taxes

due to a payment in 2009 that was subsequently re-assessed downwards on appeal by the City. Details for 2013 are not yet available.

4(1)(e) ...to keep the leased property and any docks... neat, clean and in good condition... to the satisfaction of the General Manager...

4(1)(f) ...to cut the grass and maintain landscaping ... to the satisfaction of the General Manager...

4(1)(l) to retain its status as an organization that is Not-For-Profit...

4(1)(q) ... use the leased property only for the operation of a not-for-profit boating and yachting club and ancillary uses...on a not-for-profit basis, it being understood that profitable activities of the Tenant shall not constitute breach of this Agreement....

4(1)(r) ... Tenant may permit for-profit business to provide services incidental to the Tenant's purposes...to the Tenant and its members and their guests...

4(1)(s) ...comply with the Liquor License Act of Ontario. sale ... alcoholic beverages..

4(1)(t) ...nothing ... causes disturbance ... neighboring property...

4(1)(u) ...institute rules to ensure that its members and guests comply with terms of this Agreement...

4(1)(z) ... not erect... any building ... or make... exterior additions ... without the prior consent of the General Manager... other than in accordance with plans... approved by the General Manager...

4(4) ... leased property shall not include any bar and or restaurant...open to the general public...The Tenant may sell food and beverages to its members... and those parties who have rented ... for a wedding party, banquet or similar function.

5(6) ... the Tenant shall recycle as much as possible...

6(2) ... any pressure treated wood used in any future... constructions shall not be CAA... and materials shall be of a type approved by the General Manager.

6(3)shall have the right... to refuse docking privileges to any boat, individual...

7(1) ... not without the prior written consent of the General Manager, erect... any sign, notice... advertising any business undertaking.....consent shall not be unreasonably withheld provided the sign advertises only the Tenant's business, activities, or services as permitted pursuant to the terms... and does not contain any flashing or neon lights.

9(1) ... not permit persons to live aboard any vessel... structure, between December 1st and March 31st...

12 ... in the event the city... hosts the Olympic Games, World's Fair, Pan Am Games... shall provide the Landlord with ... unrestricted and non-exclusive use of the leased property...

16(1) During Dry Sail, Launch and Haul-Out, the Tenant shall take all necessary and appropriate precautions...

to protect the public's safety, including the erection of fences... on a temporary basis where and when necessary... all to the satisfaction of the General Manager...

22(1)(a)Commercial General Liability Insurance... not less than \$5,000,000 per occurrence...

22(1)(b)All-Risk property insurance coverage upon property of every description...

Schedule "B" ADDITIONAL LEASE CONDITIONS

(1) The Tenant agrees that if it offers programming, it shall provide at its sole expense, programming of 10% of the enrolment per annum to children whose families are non-members.....and families who are unable to become part of the program.....

It is emphasized that this is a generic lease and these terms apply to clubs that have operated learn-to sail-programs for many years.

For practical purposes and our desire to be seen as valued citizens worthy of the use of public lands, we have interpreted as providing in the region of 10% of OHCC's and/or the OHSF's Gross Income, to subsidizing or providing free programs to non member's children. In 2012 OHSF in conjunction with Hanlan's (rowing), provided free tuition to youths aged 13-16 (some considered at risk) that were selected by local Community Organizations. The sailing portion of this cost OHSF in the region of \$5,500. In addition, the old OHCC youth program was rolled into a new fee-paid program under the OHSF banner aimed at youths in the 9-16 range

and following the Canadian Yachting guidelines. This segment charged fees less than other Toronto Sailing Clubs and was subsidized by donations and approximately \$5,500 from OHSF. In summary, the total cost to OHSF for the two programs was in the region of \$11,000 and this was split among OHCC and our neighboring sailing clubs as part of the annual fees paid to OHSF. For 2013 it is likely the two programs will be amalgamated but the total subsidy will be unchanged.

(2) ... allow the Landlord access to and use of the leased property..... or other charitable community organizations..... There shall be no fees for the use of the leased property.....

*For references to the General Manager, see:
General Manager of Parks Forestry and Recreation
City of Toronto
City Hall, 4th Fl. West Tower
100 Queen Street West, Toronto, ON M5H 2N2
Any members accepting responsibility for significant changes to the property or operation of the Club, should check the contents of the lease in full.
Peter Brayshaw, Vice Commodore*

Get On Board...we're going on line

AS PART of our environmental commitment, Outer Harbour Centreboard Club is moving towards paperless communication, and later on, an online payment system to be instituted in 2014. If you haven't already done so, please send an e-mail with your up-to-date contact information to **katymoody@hotmail.com**

OHCC will be using this information to update mailing lists, fleet information, volunteer choices, as well as berth and locker assignments.

Please ensure that the e-mail address you provide is one you check frequently, and please update your mailing address and telephone number if they have changed recently. Remember to add OHCC to your e-mail list of safe contacts!

Watch out for our e-mail to you with the Commodore's letter and 2013 renewal form around the end of January.

Our special thanks are due to Alan Hall who is able to field all programming questions.

This membership team, David and I, wish you all a really good New Year with fair breezes!

Katy Molyneux, Membership Secretary

Rear Commodore's Report

THE holidays and 2012 are now behind us, and I have been reflecting on the past sailing season. The weather was great: warm, with little rain. Along with that, we had good turnouts for Race Committees, better than we have seen in recent years, and I want to thank all of you, especially those who stepped up more than once.

Despite a strong Race Committee turn out, there were a few who didn't show up for their scheduled time. I would like to ask you, that if, in the upcoming sailing season, you are unable to run the race as scheduled, please try to look up other people on the schedule to cover your race

for that week. Otherwise contact me and/or our Commodore Ralph Drake. We will try to find someone to replace you.

Last season, there was some confusion as to the proper racecourse. Just to refresh all racers, and race committees, the course is two triangles and a windward-leeward-windward finish, with the finish located closest to the club, either leeward or windward mark.

I am in the process of working with Ralph to revise the schedule, and on a simpler sign-up sheet for our race committees. I look forward to a great upcoming season.

In the meantime, I wish you all a very Happy New Year and Fair Winds!

Adam Nicholson Rear Commodore

Pathfinder's Fiftieth Anniversary

By Jurgen Braunohler

For teens (13 – 18) hungry for adventure, ask Google www.torontobrigantine.org or call 416-596-7117 (book early for a berth).
E-mail: office@torontobrigantine.org

NOVEMBER 10th, 2012, saw the celebration of the 50th anniversary of the laying of *Pathfinder's* keel. Amidst the shrill of bosun's pipes, I found myself invited along as official photographer on a morning daysail for previous captains of the ship, courtesy of my former skipper Maurice Smith. He was *Pathfinder's* first one and founding Executive Director. As an ex-crewmember myself, and alumnus of Toronto Brigantine, owner of the ship, I grabbed a line and hauled away as we tacked across Toronto Harbour. The blue-hulled brigantine plowing along beside us was sister ship *Playfair*. As we struggled to keep up with her teenaged crew, we were transported back to our own youth aboard this square-rigged sail training vessel.

'Ready about!' came the order. It was 1974 and *Pathfinder* was prepared to come about on the other tack, as we sailed out of Kingston. It

took a lot of tacking back and forth against the wind to make the open water of Lake Ontario. 'About-ship, helm's a-lee!...Jib-top! Jib! Fisherman!' The crew sprang into action as she smashed through the chop. Finally came the order: 'Let go and haul!' All hell seemed to break loose with the scramble to swing the square-rigged sails around. The ship heeled in the strong breeze until water foamed through the scuppers and the shouting crew got wet as they hauled taut her sheets, tacks and braces. We were outward bound for adventure.

The ship's XO (or Executive Officer), as he addressed us on a wind-whipped day long ago, nailed it when he said: 'You're not here for the fun and enjoyment' (although we did have fun). 'You're sailing for the challenge and adventure!' We understood exactly what he meant and were gung-ho, ready for anything. No 'disengaging from life' for us. We were determined to make something of this experience, and for it to make something of us. That's what this program is all about and a 60-foot brigantine modelled on pirate ships of the past, with adventure written all over it, was just the ticket. It was anything but a sheltered existence and we have embraced life with courage and passion ever since.

Soon we were jolted back to the present as *Pathfinder* approached the pier, a different one this time, for the main festivities. Crowds had gathered to pay homage to the ship and her half century of service to the community. The Sea Cadets paraded with flags flying, and speeches were made. The Reverend David Mulholland blessed the ship.

The action then moved into the Brigantine Room, our one-time headquarters, now filled with memorabilia, where we saw the movie 'Windjammer' about Norway's big training ship *Christian Radich*, that had inspired the building of *Pathfinder*. Both ships are even the same colour! The activities and crew reunions, begun the previous night at locations all over the waterfront, continued late into the evening.

In the midst of the celebrations, a call was issued for volunteers, to quickly move *Pathfinder* to a new berth. A rising wind and chop were causing problems for the ship, pinned against the windward side of a poorly-designed pier. The vessel in difficulty? Let us aboard! Gangway! Several of us barged through to the rescue — we brigantiners can handle anything and we're quick to help. A crowd hauled on the headrope and a spring line with shouts of 'two-six, heave!' The pitching, rolling vessel swung around and suddenly she was free. Once more we were off on another adventure. ◉

