

STAFF REPORT: RECREATION DEPARTMENT

REPORT TO: Infrastructure and Recreation Committee
MEETING DATE: April 12, 2011
REPORT NO.: DOR 11 23
SUBJECT: Harbour Seasonal Mooring Process
PREPARED BY: Ryan Gibbons, Harbour Manager

A. Recommendations

THAT Council receive staff report DOR 11 23 entitled "Harbour Seasonal Mooring Process" for information purposes.

B. Background

The purpose of this report is to answer Councillor Martin's inquiry regarding changes in the harbour seasonal mooring payment process.

The process for the 2011 Thornbury Harbour slip renewal had some efficiency changes. Previously the process involved a bulk mail out of the harbour Licence of Occupation as well as its conditions. Staff determined that efficiencies could be made through the utilization of a different medium. A single standard 8.5" x 11" letter was mailed to all 2010 seasonal slip holders instructing them to download our harbour documents from our website or contact us by telephone if they wished to have the documents sent to them by conventional mail.

2011 renewing seasonal slip holders were required to provide staff with their completed Licence of Occupation as well as a post dated cheque for April 1st 2011, no later than January 14th 2011.

On Sunday September 26, 2011 staff attended a Thornbury Yacht Club Bridge meeting. The Thornbury Yacht club have approximately 125 members and almost all of them are slip holders in the Thornbury Harbour. This was an excellent opportunity to advise them of the changes that were being proposed at that time and to request their input.

Staff received correspondence regarding the letter that was mailed out to all 2010 seasonal slip holders. The correspondence generated inquiries whether payment was due immediately or if it was due at the beginning of April. Staff's intent was to repeat previous practices and receive post dated cheques payable April 1st 2011.

The letter did note that 2010 seasonal slip holders were required to pay upon receipt but it did not note that post dated cheques would be received as per previous practices.

Recreation Staff updated the Town of The Blue Mountains web site with bold lettering stating, "Cheques are to be post-dated to APRIL 1, 2011. If you have already sent a cheque dated January 14, 2011 and wish for it to be cashed on April 1, 2011, please contact Ryan Gibbons.". In addition to this website update Staff also contacted the Thornbury Yacht Club and informed them of the inquiries. Staff

requested that the Thornbury Yacht Club put a notice on their website and send a bulletin to their membership confirming the payment process for 2011. The Thornbury Yacht Club sent a notice to their membership November 1st 2011.

C. The Blue Mountains' Strategic Plan

- Supporting the development of social and recreational programs to meet the broad range of needs in the community
- Ensuring long term financial sustainability
- Providing a strong, well managed municipal government

D. Environmental Impacts

N/A

E. Budget Impact

N/A

F. Attached

1. Letter send to 2010 Seasonal Slip Holders
2. Licence of Occupation
3. Licence of Occupation Conditions
4. Thornbury Yacht Club Notice

Respectfully submitted,
Ryan Gibbons, Harbour Manager

For more information, please contact:

Ryan Gibbons, Harbour Manager
rgibbons@thebluemountains.ca
519-599-1244

DOR 11 23 Attachment # 1



Town of The Blue Mountains
P.O. Box 310, 26 Bridge Street East
Thornbury, ON N0H 2P0

October 21, 2010

Dear Madam/Sir:

Thornbury Harbour

On behalf of Town Staff, I hope that you enjoyed the 2010 boating season at the Thornbury Harbour. As you indicated on your 2010 Licence of Occupation that you wished to return in 2011, I have reserved the same slip in your name for the 2011 boating season. Following review of the 2010 boating season Harbour operations, we believe some change in practice and procedure would be of benefit to maximize use of Harbour berths.

As the Thornbury Harbour is a user-pay facility, more effective management and use of available berths should generate additional revenues in 2011 which will minimize rate increases and benefit all users. We are considering the 2011 boating season to be a transitional year moving into the 2012 season.

Transition

For the **2011** boating season, Schedule A to the annual Licence of Occupation will be revised by adding the following sentence to the seasonal mooring payment information:

If the completed Licence of Occupation and cheque are not received by the Town by January 14, 2011, there will be no guarantee that a berth will be available and the appropriate position on the Waiting List will be contacted regarding the subject berth.

In order for Staff to be able to best manage and allocate berthing space, initial consideration of berth availability must be determined at an earlier date than is now utilized. January 14, 2011 will be considered a firm date for confirmation of 2011 seasonal moorings. Staff are dedicated to working with the boating community to make Thornbury Harbour operations as pleasant and cost-effective as possible.

Please mark "2011 Mooring Fees" on the outside of your envelope containing the Licence of Occupation and cheque for more efficient processing of documents.

For the **2012** boating season, Schedule A to the annual Licence of Occupation will be revised by adding the following clause regarding payment information:

- 3. The Owner agrees to return the completed Licence of Occupation and full payment of the seasonal mooring fee no later than January 3, 2012. A late charge will be applied for any Licence of Occupation and payment received up to January 17, 2012. If the completed Licence of Occupation and payment are not received by the Town by January 17, 2012, there will be no guarantee that a berth will be available and the appropriate position on the Waiting List will be contacted regarding the subject berth.**

Again, for Staff to be able to best manage and allocate berthing space, initial consideration of berth availability must be determined at an earlier date than is now utilized and the transition to the first business day of January together with a ten business day late payment date prior to the boating season is considered the ideal.

Schedule "A" to the Licence of Occupation will be acknowledged in the completed Licence of Occupation as having been reviewed and agreed to by the applicant, but the three page Schedule "A" will no longer have to be sent back and forth between the applicant and the Town. The Licence of Occupation, Schedule "A" and Seasonal Mooring Fees Chart will all be posted on the Town website at www.thebluemountains.ca and can be viewed and downloaded as required.

Also for the 2012 boating season, we will be allowing you to pay for land storage (if applicable) along with your seasonal mooring fees. The current Land Storage Agreement will be included in Schedule "A" (Conditions), and the Seasonal Mooring Fees Chart will reflect the additional Land Storage Fees.

Waiting List

At present there are over 70 names on the Waiting List for berths at the Harbour. As earlier noted, it is a goal of Staff to reduce this number and increase the occupancy level of available berths. This is one reason why final dates for response to confirm returning boaters will be implemented. It is also proposed to make it easier for those on the Waiting List to track their place and be better able to make boating decisions earlier.

Those on the Waiting List will be assigned identification codes based on the size of berth requested (A – 21' and below, B – 22' to 27', C, D, etc) and their current position on the List for that berth size (A1, A2, A3, etc.). These codes will be placed on the Town website and people on the List will be able to monitor their movement on the List..

Currently a person pays a deposit of \$100.00 to be placed on the Waiting List. A person will be contacted a maximum of two times as appropriate berths become available and if they decline a berth following the second contact, 90% of their deposit will be returned with the remainder paid to the Town as an administrative charge. Where a deposit is returned, the person will be removed from the Waiting List. A

person removed from the Waiting List may re-apply and their name will be placed at the bottom of the List.

Our practice for 2011 and beyond is that there will be a NON REFUNDABLE \$100.00 deposit paid to add a person's name to the waiting list. All of the other existing practices will stay the same, i.e. the \$100 deposit will be credited to the first season's mooring fees, a slip will be offered twice before a person's removal from the List, etc.

General

Further to these conditions I would also like to remind you that any change in your boat size which will necessitate a different berth will require you to apply first to the Waiting List. There is not enough mooring space to accommodate everyone who wishes to obtain a berth in the Harbour, if there was significant change to the existing fleet dimensions.

When returning your Licence of Occupation, please ensure that you complete **ALL** of the required information in the allotted areas. Licence of Occupations returned saying "Same as Last Year" or not completed will not be accepted and could result in the loss of your slip. The information that we request is for your benefit. We use the information to make sure that your boat is safely in your slip and that in the case of an emergency we are able to contact you or a designate as soon as possible.

Please feel free to contact me if you have any questions or concerns regarding the Thornbury Harbour Facility or future boating seasons.

Best regards,

Ryan Gibbons

Thornbury Harbour Manager
Winter Office 519-599-1244
rgibbons@thebluemountains.ca

Schedule "A" to the Licence of Occupation will be acknowledged in the completed Licence of Occupation as having been reviewed and agreed to by the applicant, but the three page Schedule "A" will no longer have to be sent back and forth between the applicant and the Town. The Licence of Occupation, Schedule "A" and Seasonal Mooring Fees Chart will all be posted on the Town website at www.thebluemountains.ca and can be viewed and downloaded as required.



DOR.11.23
Attachment #2

SEASONAL MOORING ONLY

LICENCE OF OCCUPATION – THORNBURY HARBOUR FACILITY

FOR RETURN TO THE TOWN BY JANUARY 14, 2011

The Corporation of the The Blue Mountains
P.O. Box 310, 26 Bridge Street, Thornbury, Ontario N0H 2P0
Tel: 519-599-3131 ext 254 Jody Hodgkinson Fax: 519-599-7723
E-mail: rgibbons@thebluemountains.ca or
jhodgkinson@thebluemountains.ca

DATE: _____

I, _____, hereby make application for a Licence of Occupation from the Town of The Blue Mountains as represented by the Infrastructure and Recreation Committee for a water berth in the Thornbury Harbour Facility, for the purpose of docking a pleasure boat during the 2011 season. I agree the following rates will apply:

ALL SLIPS \$57.63 PER FOOT, INCLUDES HST, MINIMUM OF 20 FEET

ELECTRICAL SERVICE \$183.60 FLAT RATE PER SEASON, INCLUDES HST

Full rental payment for the 2011 season (including electrical service if required) is \$_____ and is enclosed herein. (See reverse for seasonal fee chart).

I hereby request consideration for next (2012) season YES _____ NO _____
I hereby agree to accept the berth allocated to me by the Town.

I have read and understand and accept the Town conditions contained in Schedule "A" which is hereby declared and agreed to form part of this Licence of Occupation.

OWNER'S SIGNATURE

Berths will be available May 1 with termination October 31 of the current boating season. **PROOF OF INSURANCE** and registration is required to be presented with the License of Occupation. Please complete **(PLEASE PRINT)**;

Boat Name: _____ Registration No. _____

Boat Manufacturer: _____ Year: _____

Proof of Insurance: _____ Policy No. _____
(company)

HYDRO	BEAM	DRAFT	POWER OR SAIL	OVERALL BOAT LENGTH IN FEET
				(See condition 8)
_____	_____	_____	_____	_____

OWNER'S NAME AND ADDRESS (Permanent and local, if applicable) (PLEASE PRINT)

Name: _____

PERMANENT LOCAL
Street: _____

City/Town _____

Postal Code _____

Telephone _____

Email Address _____

**IN CASE OF AN EMERGENCY CALL _____
(CELL PHONE, PAGER OR RELATIVE)**

OFFICE USE: BERTH NUMBER ALLOCATED _____ RECEIPT NO. _____

TOWN OF THE BLUE MOUNTAINS SCHEDULE "A" FOR 2011
LICENCE OF OCCUPATION CONDITIONS

General

1. In this Agreement "Thornbury Harbour area" includes the area occupied by the Town Harbour facilities, including grounds, docking and buildings.
2. This Agreement shall be in effect for the term set in Licence of Occupation unless sooner terminated by reason of:
 - (a) The destruction of the berthing facilities by fire, storm or other calamity;
 - (b) The breach of the terms of this Agreement by the owner, passengers, crew or guests.
3. The Owner represents and warrants that their boat is a pleasure craft, registered, identified and equipped in accordance with Canadian Shipping Law and that it will be operated under its own power in accordance with safe boating principles in Thornbury Harbour.
4. The owner agrees to have masts up by May 30th of the current boating season when their boat is in its berth.
5. It is understood and agreed that no advertising or soliciting of any nature and no business activity connected with boats or boating or both, including the boat brokerage business and any activities associated with such business, will be carried on in, on, or from the Thornbury Harbour area unless authorized in writing by the Town Infrastructure and Recreation Committee and the address of the Thornbury Harbour will not be used for business purposes unless authorized in writing by the Committee.
6. It is understood and agreed that all Thornbury Harbour services shall cease upon the termination of this Agreement which date shall be the official closing date of the berthing facilities of the Town each year, such date being the annual haul-out date in any calendar year.
7. The Owner agrees to pay all debts due under this Agreement to the Town on demand and, in any event, upon the termination of this Agreement. In addition, the Town shall have a lien against the boat and its contents for amounts due and owing in respect of the use of the berthing facility or the provision of services and for the amount of any damage occasioned to any docks or other property of the Town by the Owner and/or their passengers, crew or guests, or by the boat, and for any expenses incurred by the Town on behalf of the Owner or debts due to the Town under the terms of this Agreement.

Administration

8. The Owner agrees to return the completed Licence of Occupation by **January 14, 2011**, together with a cheque showing the total cost of the 2011 seasonal mooring fee as shown on the 2011 Seasonal Mooring Fees chart. If the completed Licence of Occupation and cheque are not received by the Town by January 14, 2011, there will be no guarantee that a berth will be available and the appropriate position on the Waiting List will be contacted regarding the subject berth.
9. It is understood boats will be physically measured from bow to stern, including swimming platforms, bowsprit, davits and anything that extends over and above manufacturer's length. An additional vessel, i.e. dinghy or P.W.C. in the water will be charged an additional price per foot. The seasonal mooring rate will be adjusted accordingly. All seasonal slips will be charged a minimum seasonal mooring fee of 20'.

Transfer of Berths/Cancellation of Licence of Occupation

10. It is understood and agreed that the sub-leasing of slips, as well as the transfer of boats from one slip to another, shall not be permitted. In the case of a boat that is sold during the season, that boat will immediately transfer to a transient slip, with the new boat owner applying to the waiting list. The previous owner retains the Licence of Occupation and may continue to utilize the slip if a new boat is compatible with the slip, or may apply to the Town for a refund until June 30.(see Condition 11).
11. The owner shall have the right to cancel this Agreement at any time prior to May 1 with full refund, less an administrative charge of \$25.00. Any cancellation request shall have a refund of 100% of the full seasonal mooring fee for the month of May and a refund of 60% of the full seasonal mooring fee for the month of June, less an administrative charge of \$25.00. Should the slip rental be cancelled after June 30th the boater will forfeit their full seasonal mooring fee. Any request for cancellation of slip shall include forfeiture of the subject berthing space.

Safety and Liability

12. The Owner agrees to have their boat insured by complete marine coverage including liability and to furnish the Town with proof of this coverage. Each owner will be held responsible for damage they may cause to other boats in the Thornbury Harbour area.
13. The Owner agrees to notify the Harbour Staff when leaving for an extended cruise or for a period of time in excess of twenty-four (24) hours. The Town reserves the right to rent the berthing facility provided under this Agreement when vacant; transients will, however, move their boats upon the Owner's return as directed by the Town. The Owner shall fill out a Sail Plan to be picked up at the Harbour Office giving departure date and return date.
14. It is understood and agreed that all power and auxiliary powered vessels will be under said power when entering or leaving the Harbour and that no boat will exceed the speed of 4 knots (no wake) in the Harbour areas, including approach channels.
15. It is understood and agreed that any boat may be subject to periodic inspection by the employees of the Town who may, for this purpose, board the boat at any reasonable hour, and that the boat may be boarded by said employees in the event of any emergency which may, in the opinion of the Town exist.
16. The Owner agrees to comply with all the terms of this Agreement and with all the rules and regulations posted from time to time in Thornbury Harbour and in the event that the Owner and their passengers, crew or guests breaches any term of this Agreement or contravenes any of the posted rules and regulations, the Town may, in its absolute discretion, by notice, terminate the Agreement immediately, and the Town may remove the boat from the berthing facility at the owners expense and risk and retake possession of the facility immediately.
17. The Owner agrees that in the case of emergency, the Town may remove the boat from the particular space rented and move it to any other berthing space. It is understood and agreed that in the event of any emergency or when deemed necessary by the Town for any other circumstances, the Owner shall be prepared to move any boat immediately in accordance with the Town's instructions. Unattended boats will be moved at the Owner's expense and risk.
18. It is understood and agreed that all boats shall be secured in their berths in a manner acceptable to the Town, and if not acceptable, the Town will adequately secure the boat and assess a service fee. If new mooring lines are required, they shall be supplied at the Owner's expense. Minimum lines of 3/8" must be used on all boats under 24', 1/2" lines on 24' - 33' craft, 5/8" lines on craft over 33'.
19. In the event that the boat sinks at the dock or elsewhere in the Thornbury Harbour area, then the Owner agrees to remove such boat forthwith. If the Owner fails to do so, then the Town may remove the boat at the Owner's expense, and the cost thereof shall be a debt due from the Owner to the Town under this Agreement.
20. Where the operator is not in fact the registered Owner of the boat of which they have charge, the Owner shall, for the purposes of this Agreement, hereby represents that he or she executes this Agreement as such.
21. The Owner agrees that the Town will not be held liable for injury, damage or loss to person or property arising in connection with the use of the Town's facilities, services or equipment, no matter how caused or arising, and agrees to save the Town harmless from any action, suit or claim arising from same, including third party claims.
22. It is understood and agreed that this Agreement is for the provision of a berthing facility and land storage only, and that the Town's services, equipment and other facilities are to be used entirely at the risk of the Owner and/or their passengers, crew or guests. The Town will not be liable for the care or protection of the boat and its contents, the passengers, crew or guests or for any loss, damage or injury occasioned to the boat or its contents or to the Owner, his passengers, crew or guests, however caused. The Owner agrees to indemnify and save harmless the Corporation of The Town of The Blue Mountains from any liability, damages or expenses for which the Town may be held liable in any action arising out of the use of the Thornbury Harbour areas or of any Town services, equipment or other facilities by the Owner and/or their passengers, crew or guests.

Environment.

23. The Owner understands and agrees that no refuse of any kind will be thrown overboard and that garbage must be deposited in the bins supplied for that purpose.
24. The Owner understands and agrees that no oil, inflammable liquids, oily bilges or other liquids will be discharged into the Thornbury Harbour areas. Such liquids must be disposed of in accordance with applicable regulations.
25. The Owner understands and agrees that charcoal fires will not be permitted on the docks or within the confines of the Thornbury Harbour areas except in areas designated for such use.
26. The Owner agrees to keep noise to a minimum at all times and to exercise reasonable discretion in the operation of generators, engines, radios, etc. so as not to cause a nuisance to others.
27. It is understood and agreed that swimming will not be permitted in the Thornbury Harbour waters.
28. The Owner agrees not to store supplies, accessories, debris or other materials on the docks and not to construct thereon any lockers, chests or other structures without permission of the Harbour Supervisor or designate.
29. It is understood and agreed that laundry is not to be hung out on boats, docks, piers, or other structures in the Thornbury Harbour area.
30. The owner agrees to only minor repair work on boats moored in the water; extent of allowable repair work to be determined by staff as outlined in the vessel maintenance policy of the Thornbury Harbour.

Launch/Haul Out/Winter Storage.

31. **Unless and except if the Owner has signed a Land Storage Agreement with the Town**, the Owner agrees to remove his boat from the Thornbury Harbour area upon the termination of this Agreement, and in the event that he fails so to remove his boat prior to the official closing date of the berthing facilities of the Town, which will be posted at the Harbour Office, the Owner agrees to pay to the Town as liquidated damages an amount equal to twice the daily dockage rate applicable to the berthing facility in question during the Summer Season and to pay as liquidated damages a like amount to the Town in respect of each succeeding day during which his boat remains in the Thornbury Harbour areas.
32. It is understood and agreed that at any time after the official closing date, the Town may in its absolute discretion move the boat at the Owner's risk and expense to another berthing facility within the Thornbury Harbour area or to a place of storage within the Thornbury Harbour areas or elsewhere. The Owner further agrees to pay all such expenses, storage fees and amounts owing as liquidated damages to the Town upon demand. Any such amount or amounts shall be a debt owing as liquidated damages. Notwithstanding any other provision of this Agreement, the Town will not be liable for damage, loss or other mishap occasioned to the boat or its contents in the Thornbury Harbour areas after that date, however caused.
33. Mast crane, crane rental for launch and haul-out is controlled and managed by the Thornbury Yacht Club with the co-operation of the Town of The Blue Mountains. Reservation of **launch or haul out** to be made with Thornbury Yacht Club at such time as set out by Yacht Club.

Thornbury Yacht Club

From: info@thornburyyachtclub.com
Sent: November 1, 2010 9:49 PM
To: Ryan R. Gibbons
Subject: BUMP & GRIND BULLETIN - Mon. Nov. 1, 2010



Thornbury Yacht Club

BUMP & GRIND BULLETIN - Mon. Nov. 1, 2010

Flurries have been sighted and the activity at the harbour is slowing to just the few boats still needing covers or some TLC before their long winter nap. There has been some confusion around the date that cheques need to be submitted to the town to ensure summer dockage next year. Ryan Gibbons has written to members to clarify the situation. Also, winter is a good chance for some education ...related to boating, of course. Please see the note and associated documents from Alan Chesworth, the GLCC Port Captain for Thornbury, and our Club member.

Happy November everyone!

C.

Message from Ryan Gibbons

TYC Members,

As we have received a number of inquiries regarding date of payment for 2011 moorings I would like to take this opportunity to clarify. The Town is requesting cheques payable to the "Town of The Blue Mountains" and Licence of Occupations received by the Town no later than January 14 2011. **Cheques to be post dated until April 1, 2011.**

My apologies for any confusion, if you have already sent a cheque payable for January 14th and do not wish it to be cashed until April 1st please contact me. If you have any questions or concerns in general please feel free to contact me.

Thank you,

Ryan Gibbons

The Blue Mountains
Thornbury Harbour Manager

Great Lakes Cruising Club Announcement

"Hello Thornbury Yacht Club members,

The Great Lakes Cruising Club (GLCC), of which I am Port Captain for Thornbury, has just launched an exciting new internet-based learning initiative for Great Lakes boaters -- the Great Lakes Cruising Club School (GLCCSchool), which I thought you might be interested in hearing about.

GLCCSchool courses are open to GLCC members and non-members alike. The GLCCSchool is a program of new "webinar" tutorials conducted by knowledgeable boaters discussing their subject in live on-screen presentations with visual aids and an opportunity for students to interact with the instructor and each other-a virtual classroom. Sessions typically run for 60 to 90 minutes. Participants only need a computer with speakers and a browser (no special software required), plus an internet connection

and a desire to learn. There are no tests, only information from GLCC-accredited sail and power boaters and other acknowledged experts having first-hand knowledge of their subject. Registration costs are low because of volunteer involvement and the school's goal of reaching as many Great Lakes cruising boaters as possible.

GLCCSchool webinars focus on Great Lakes cruising, covering subjects such as an Introduction to Great Lakes Cruising, Understanding Great Lakes Weather Systems, Cruising Lake Superior, Cruising Isle Royale, Cruising Lake Huron's North Channel, Cruising Lake Huron's Georgian Bay, Cruising Northern Lake Michigan and Green Bay, Cruising Lake Erie, Cruising with Pets, Negotiating Great Lakes Locks, and other similar topics.

The GLCCSchool web site can be found at www.GLCCSchool.com. On the site you'll see that we've launched the initiative with five November-December courses immediately open for registration:

Getting the Most out of the GLCC Web Site (free class)
Introduction to Cruising the Great Lakes
Understanding Great Lakes Weather Systems and Forecasting Resources
Understanding Great Lakes Currents
Cruising Lake Erie

Shortly we'll be announcing fifteen additional webinars to be offered between January and April.

For more information and to sign up for courses click www.GLCCSchool.com. And also see attachments in the documents section of the TYC web-site, [click here to go to documents folder](#).

I will certainly be giving this a try for at least the first three. If you have any questions give me a call 519-599-7865 or email.

Cheers
Alan Chesworth
Tintagel"