



Scuttlebutt



June 2023

FIFTY POINT www.fpyc.ca
YACHT CLUB

2023 Issue #6



6th Place Photo by Julie Wickett
I'll have mine on the rocks!

scut-tle-butt 1 a: a cask on shipboard to contain fresh water for a day's use b: a drinking fountain on a ship or at a marine installation

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Commodore's Message



Another month has arrived and we can look back to another excellent Social Event put on by our Social Directors! Our New Members welcome was a great success and celebrated with some wonderful weather, courtesy of Mother Nature. Let me extend a big thank you to the Social Committee for their planning, advertising, set up and clean up. And that thank you also goes to all the members and friends that stepped in to lend a hand. Many hands make for light work, and we have no shortage of people willing to assist where needed.

Of course, thanks too, to all the members that came out to support the event, and for contributing such a bounty of great food! There was no shortage of tempting treats to sample and no one went away hungry.

We had lots of help in handing out the latest delivery of member apparel combined with the availability of membership cards and burgees.

And last but certainly not least, a big thank you to our New Members. We are very happy that you have chosen to join our Club and it was a pleasure to meet with you on Saturday. The Club provides many ways to meet and mingle with like minded boaters and I encourage you to participate in Cruises and Social events.

Please mark your calendars for our next Social Event on June 24, when we celebrate the season with our Sail Past. This is one of our premier events and brings some nice pageantry to the marina. We will once again be offering trophies for the Best Dressed Power Boat and Best Dressed Sailboat, so start planning now for your theme! I am pleased to announce that Betty Lou Munro will join Paula and I on our boat and act as our official judge for the contest. Look for further details in this issue of Scuttlebutt!

Looking forward to seeing you all at the marina and wish everyone a safe boating season.

Steve Burgin

Scuttlebutt In Review

- Membership Update
- Social Events Update
- Merchandise Update
- Getting to Know You – Pots Boat3 – Steve and Paula Burgin
- June Fun
- Scuttlebutt Sponsorship
- Recipe – Yogurt-Marinated Grilled Chicken

Membership Update

We have renewed our Members Perks Program with the following Companies

Pita Pit- 10%
Kelsey's-20%
Hangry Chicken-10%
Freshii-15%
DNA Pizza -10% on orders over 15.00

New This Year

Booster Juice- 15%
Sunshine Grill - 15% off

Members must present their cards in order to receive the discounts.

John Robinson
Art Veldhuizen
Membership Directors



Social Events Update

Sailpast Schedule June 24, 2023

| | |
|---------------|---|
| 9:30-10:30 am | Pick up tickets at Limani (for members ordering dinner drinks) |
| 11:00 am | Grand March Commences at J dock |
| 11:15 am | Sailpast ceremonies and blessing of the boats at the Gas dock |
| 1:00 pm | Sailpast commences on the water (weather permitting) |
| 5:00 pm | Dinner at Limani |

There will be trophies for the best dressed sailboat and best dressed power boat, so have fun and dress them up!!! The judging will be conducted from the Commodore's boat by Betty-Lou Munro. Let's hope the weather cooperates and we get to enjoy the day of fun and festivities.

Mark Your Calendars!!

August 26th Summer BBQ at the Beach Pavilion

November 4th Commodore's Ball at Galileo Gardens

Please watch for more details on each event in the Scuttlebutt as we get closer to the dates.

FPYC Social Committee



2023 Fifty Point Yacht Club Merchandise

Fifty Point Yacht Club Merchandise

Insulated Drinkware

The on-line store will be open until June 4.

Drinkware will be laser engraved with the FPYC logo on one side and the member's boat name, or alternative name on the other side (12 fonts to choose from). You will receive an email when your drinkware is available for pick up at the marina (within two weeks of placing your order).

Sample engraving on the 20 oz. YETI Rambler with magslide lid:



Link for further details and the on-line store:

https://docs.google.com/forms/d/e/1FAIpQLScKiZ57eMYjMKgu3yVnWGAKCXU0RBFolJm_rVGRZxQvt8B5Yg/viewform?usp=sf_link

Apparel and Cooler Bag

The on-line store for apparel and the cooler bag will be open again from June 16 to June 26. Members will receive an email on June 16 indicating the store is open. You will simply open the link provided in the email, click on the FPYC logo and the merchandise will be posted. A description and image of each item and a sizing chart will be included. Merchandise will be available for pick up at the marina in early July.

If you have any questions, please e-mail Donna Shepherd at: donnashepherd5@gmail.com

Thank you!

Donna Shepherd
FPYC Director at Large

2023 Fifty Point Yacht Club Market



2023 Fifty Point Yacht Club New Member's BBQ



Scuttlebutt



Getting To Know You...

Pots Boat3 – Steve and Paula Burgin

Hello to everyone at FPYC; it is Paula and Steve Burgin and we'd thought we'd share our boating story.

I am sure that everyone has moments or events that they can look back on as a life "game changer" or going off in a different direction. For us, one of those moments came about 6 years ago when Paula and I were fortunate enough to be able to take a business trip to Tampa, Florida for a conference. From what we saw, Tampa is a beautiful, clean city, but most striking is it's relationship with the water. The residents have truly embraced the lifestyle of water-based activities. Our hotel was in a great location, facing a boardwalk that ran parallel to a waterway coming in from the bay. Beyond all the activities; seeing manatees swim up the brackish water and people watching, the boardwalk was lined with boating slips. It happened to be when the Rays were in the playoffs, and during game times, the boats docked there loaded up with people and they watched the game from inside and outside of some impressive boats! The entire trip left an indelible mark on us and we came home deciding to go look at some boats.

When we first saw what turned out to be our first boat, a 27' Monterey, we thought that there's no way we can get this! It's way too big. Well, get it we did and after finding a great slip on H Dock, we made Fifty Point our marine residence.

We met so many great people, and there were some generous ones that were very helpful in providing lessons on handling the boat. It turned into a weekend cottage and as it happens, we decided that if we're going to spend so much time on the water.....we're going to need a bigger boat.

After one year, we bought a 320 Sea Ray Sundancer which moved us to G Dock, but after 2 years, we decided we still needed just a bit more room. That led us to our current boat, a 360 Sundancer and the move to F Dock.

All the enjoyment we've got from our boat and the friends that we've made can't be measured. It's something that we look forward to over the dreary winter months, and that passes too quickly once summer arrives. As our experience grows, we're looking forward to more trips and explorations on the water.

Paula and I have both spent time serving on the Club Board of Directors, and it can be very rewarding. There's a real sense of pride in helping an organization work and grow and the group of volunteers that combine to make that happen are a special bunch.

We all belong to a wonderful community and are fortunate to be in one of the nicest spots on the lake.

We'd love to see stories and adventures from other members, so please send them in to Scuttlebutt and share with us.

Scuttlebutt





FIFTY POINT YACHT CLUB

Become a member of the most affordable and friendly club on the lake with or without a boat!

MEMBER BENEFITS

SOCIAL EVENTS:

FPYC holds numerous social events throughout the year that you and your guests will be welcome to attend. Plans for 2023 include: Pre-launch BBQ, New Member Meet and Greet, SailPast and Dinner, Summer BBQ and Dance, ending the season with the Commodore's Ball.

Social Member Do not own a boat?

Early Bird Fee
\$65/year

After May 15
\$75/year

Membership Renewal

Early Bird Fee
\$225/year

After May 15
\$250/year

RECIPROCAL PRIVILEGES:

Your membership will provide you with reciprocal privileges at over 75 Yacht Clubs around Lake Ontario.

ORGANIZED CRUISES:

FPYC Cruise Directors plan and organize 5 to 6 reciprocal club cruises - includes free weekend dockage, fun-filled activities, potluck dinners and much more!

New Member

Early Bird Fee
\$260/year

After May 15
\$285/year
Includes Burgee

**MORE
FPYC
MEMBER
BENEFITS!**

Partnership Perks Program - discounts year round at participating stores and restaurants in the Fifty Point area.

Marketplace - free advertising space in FPYC's monthly newsletter, Scuttlebutt, to sell personal items.

Sponsorship Program - discounted space in Scuttlebutt for company advertising.

FOR MORE INFO: info@fpyc.ca MEMBERSHIP APPLICATION: www.fpyc.ca

A Case Study for Avoiding a Maritime Legal Battle

(Boat Blurb – May 16, 2023)

A pivotal case is playing out in the U.S. Supreme Court and boaters should be paying attention.

In a recent story by [Marine Industry News UK](#), the ongoing saga of Raiders Realty vs. Great Lakes Insurance (GLI) has raised several major questions about marine insurance, safety requirements, and how to avoid becoming embroiled in a legal battle as a boater.

The details are as follows:

In 2019, a yacht owned by Raiders Retreat Realty Co., LLC, based in Pennsylvania, ran aground while traveling the Intracoastal Waterway in Fort Lauderdale, Florida. The resulting damage amounted to over \$300,000 USD. The yacht was insured through Great Lakes Insurance (GLI).

Raiders is owned by Pennsylvania businessman Phil Pulley, who told Peter Swanson from [Loose Cannon](#) that the 70-foot motoryacht impacted with something in the water. The vessel began taking on water, so Pulley ran the boat aground. By the time the boat was stopped, the water was up to the engine oil pans.

When Raiders submitted a claim under its "all risks" policy, it was denied on the grounds that the vessel had not kept its fire suppression equipment up-to-date. The equipment had not been recently inspected or re-certified, so GLI denied the claim by stating that because the equipment wasn't currently certified, it voided the entirety of their coverage. It should be noted that a fire did not occur before, during, or after the incident.

After performing their investigation, GLI's stance was that the policy was "void from its inception for non-compliance with the contract." As a result, Pulley's premiums were refunded and he was forced to finance the repairs for the damage through other means.

Now the case is headed for the Supreme Court, and the matter of 'enforceability of choice' is the focal point. In a breakdown by [Jurist.org](#), the case will ask the Supreme Court to determine whether a "choice of law" clause in maritime insurance contracts can be deemed unenforceable due to "strong public policy." In other words, the 'choice of law' concerns whether Pennsylvania law or New York law should be applied to settle the dispute. Raiders is based in PA, while GLI is based in New York.

According to *Jurist*, Pennsylvania has a strong public policy that would generally be more supportive to claimants over insurers in cases of this nature. Pennsylvania's laws also don't support denying damage claims due to unrelated contract violations. To avoid this potential caveat, insurance companies have been getting around pro-policyholder state laws by including a "choice of law" clause in their contracts, according to Swanson and *Loose Cannon*.

In this instance, the contract between Raiders and GLI specified that the laws of New York, where GLI is based, would apply in deciding the outcome of claims disputes. The key detail to this component is that New York law precludes bad-faith claims against insurers, which means the basis of Pulley's counterclaims would likely not be supported. Because Raiders is based in

Pennsylvania (as is the boat itself), and PA state laws would be favorable for the claimant, it is obviously the preferred legal domain for Pulley's claims. The incident itself occurred in Florida, which has its own state laws regarding insurance claims and disputes.

According to Sarah Ferguson and *Jurist*, typically when a contract includes a "choice of law" clause and both parties consent, the court upholds this choice. However, a previous ruling in the case went against this precedent. The US Court of Appeals for the Third Circuit [ruled](#) that a choice of law contract "might not be enforceable if its election for New York law were contrary to the 'strong public policy' of the displaced state, Pennsylvania."

As the has turmoil revved up, GLI sued first by seeking a federal judgment stating that Raiders' alleged failure to re-certify its fire suppression equipment rendered the policy void from its inception. Raiders responded with five counterclaims, including three extra-contractual counterclaims under Pennsylvania state law for breach of fiduciary duty, insurance bad faith, and breach of Pennsylvania's Unfair Trade Practices and Consumer Protection Law.

Swanson and *Loose Cannon* summed it up thusly: "On one hand, we have a boater whose lawyers are arguing that choice-of-law clauses are unreasonable and unjust when applied against a claim. What does an out-of-date fire extinguisher have to do with a bent shaft? On the other, we have an insurance industry that relies on strict adherence to contract provisions to shape the behavior of its policyholders and which allows insurers to set rates that are competitive, yet sufficient to cover risk and stay in business."

The Supreme Court has yet to hear the case, but for boaters one big question remains: would my insurance policy be nullified if I have an accident and an investigation determines that an unrelated piece of equipment is faulty, out-of-date, or uncertified? For example, if a storm or an act of nature damages my boat, would the fact that my PFD's are outdated affect my claim? As it stands, the answer is murky. It depends on your policy.

Another emerging factor worth mentioning is the increasing use of lithium-ion batteries. Lithium batteries have significantly different properties than more commonly found lead acid types, which could affect policy coverage in the advent of a battery fire or similar mishap. For boaters who run an electric boat instead of a gas-powered engine, or for those who run secondary systems like solar panels and a battery bank, they should follow up with their insurance provider.

A similar consideration would be if any equipment or components on your boat include an expiration date. Some products with a manufacturer-recognized 'expiry date' or 'shelf life' include some marine batteries (including both lead-acid and lithium-ion), emergency flares, and auto-inflate PFD's.

The simple answer to this potential dilemma is to ensure all your equipment is up-to-date. A daunting task, to be sure, but for any modest boater lacking in resources, the possibility of pursuing extensive legal action with an insurance company isn't realistic.

June Fun....!!

Pyjamaphile: A person who must put their PJs on as soon as they get home, otherwise they will not be comfy.

I stopped by a roadside stand that advertised lobster tails for \$2. I paid my 2 bucks and the guy says, "Once upon a time, there was this lobster..."

Facebook Marketplace Ad: Free guitar, no strings attached.

They say wisdom comes with age. Therefore, I don't have wrinkles, I have wise cracks.

Dreamt I was a muffler. Woke up exhausted.

The best things in life begin the letter "S"

Sleep
Summer
Swimming
Sweekend
Sbeer
Sbacon
Sburgers
Spizza

Sboating

I dream of a better world where chickens can cross the road without having their motives questioned.

I bought a head of lettuce at a grocery store called Mamas and Papas. Can't eat it because all the leaves are brown.

Pay cheques and weekends have a lot in common. They are short and don't last long enough.

Scuttlebutt Sponsorship



| | | |
|---|--|--|
|  | <p>CALL TODAY FOR A FREE MARKET EVALUATION!</p> <p>905.664.7900</p> <p>A FAMILY OF REALTORS.</p> <p>MAREL REAL ESTATE BROKERS</p> <p>MARELBROKERS.COM INFO@MARELBROKERS.COM</p> |  |
| <p>BROKER</p> <p>JEREMY VANDERMAREL</p> | | <p>BROKER</p> <p>HEIDI KIRK</p> |

This real estate advertisement for Marel Real Estate Brokers features two portraits of brokers, Jeremy VanderMarel and Heidi Kirk, flanking a central text column. The central column includes a call to action for a free market evaluation, a phone number, the company name, and website information. The bottom of each portrait is labeled with the broker's name and title.

Grill Time!

(Recipe/photo courtesy of foodandwine.com)

Yogurt-Marinated Grilled Chicken

Ingredients

1 cup full-fat plain Greek yogurt
1 cup lightly packed cilantro, finely chopped
2 tablespoons fresh lemon juice
3 garlic cloves, minced
1 teaspoon cayenne
1 teaspoon ground cumin
2 teaspoons kosher salt, plus more to season
1 teaspoon freshly ground black pepper, plus more to season
1 (3 1/2-pound) chicken, halved, breast and rib bones removed, leg bones left intact
Vegetable oil, for brushing grill



Directions

In a large bowl, mix yogurt, cilantro, lemon juice, garlic, cayenne, cumin, 2 teaspoons salt, and 1 teaspoon pepper. Transfer marinade to a large, resealable plastic bag. Add chicken halves and turn to coat. Seal bag and transfer to a baking dish. Refrigerate for at least 3 hours or overnight. Bring chicken to room temperature before grilling. Set up a gas grill for indirect grilling, then oil grate and heat to medium-high (400°F). Remove chicken from marinade, scraping off any excess; discard marinade. Season chicken with salt and pepper to taste. Set chicken skin-side up on grate over indirect heat. Close grill and cook, turning once, until chicken is browned and nearly cooked through, about 25 minutes. Use a spray bottle filled with water to stop flare-ups. Reduce grill heat to moderately low. Flip chicken and grill over direct heat, turning occasionally, until lightly charred and an instant-read thermometer inserted in inner thighs registers 160°F, about 15 minutes more. Transfer chicken to a carving board and let rest for 10 minutes before carving.



Follow along with our FPYC club members on their travels!

John, Kathryn, Simon & Wavey Middleton

[WakaNahannis at Sea](#)

Bahamas: Part 3



Items of Interest

FPYC is not endorsing these sites, but they may be of interest to our Club members.

GAMRU

www.gamru.ca

Canadian Yachting

<http://www.canadianyachting.ca/>

Sail-World

<https://www.sail-world.com/Canada>

Sail-World Cruising

<https://www.sail-worldcruising.com>

Spartan – Ocean Racing & Training

<https://www.spartanoceanracing.com/>

POWER BOATING CANADA

<https://powerboating.com/lake-ontario/>

Get My Boat

<https://www.getmyboat.ca>

Sail Canada

<https://www.sailing.ca/>

Press - Star Sailors League

<http://finals.starsailors.com/>

Ontario Sailing

<https://ontariosailing.ca>