

## **LEASE AGREEMENT**

This Lease is made on this 2<sup>nd</sup> day of September 2022 by and between THE TOWN OF JAMESTOWN (the "Town"), a municipal corporation organized and validly existing under the laws of the State of Rhode Island, (hereinafter called the "Lessor"), and CONANICUT ISLAND SAILING FOUNDATION ("CISF"), a 501(c)(3) Organization, organized and validly existing under the laws of the State of Rhode Island, (hereinafter called the "Lessee"), upon the following terms and conditions:

### **LEASED PREMISES**

Lessor does, by these presents, lease and demise unto the Lessee the following described premises: That certain portion of land located at Fort Getty, located in Jamestown, Rhode Island, as shown on the attached CISF Campus, Use Area map, and hereinafter referred to as the "Demised Premises" which hereinafter includes both Primary Use (exclusive use by the Lessee) Space, labeled on the Map as Area A, A1 and A2, and Shared Space (areas shared with the Lessor), which includes areas on the map entitled B through E labeled as "use agreement", "flex use" and "shared storage" defined below. (Attached hereto as Exhibit 1, incorporated herein by reference).

### **TERM OF LEASE**

This Lease shall be for an initial term of twenty (20) years from the date hereof. The lease term shall be extended automatically for an additional term of ten (10) years provided Lessee is not default under any of the material terms of this Lease, which default continues after Lessor's notice thereof and reasonable opportunity to cure such default.

### **RENT**

In lieu of the payment of rent, the Lessee covenants and agrees to perform the improvements to the Demised Premises as identified in this Lease, and to use and occupy the Demised Premises in accordance with the terms of this Lease. By these actions and the marine recreation and educational programs provided by CISF, CISF provides benefit to the Town (see attachment of 2021 reports) the Town otherwise could not provide.

### **USE**

The Lessee shall use the Demised Premises for a year-round boating and marine education center, which shall include, marine recreation and educational programming but not be limited to offering classes, boat rentals, regattas, sailing lessons, and community sailing programs. CISF will receive 10 staff Ft. Getty parking passes to allow entry into Ft Getty. Fundraising activities for CISF at the Demised Premises are permitted with the consent of the Town which consent shall not be unreasonably delayed or withheld. With CISF and Town Recreation Department approval, other parties, as consented to by CISF, may use the Demised Premises to support CISF's mission. Please see attached report for 2021 for examples of use. The Lessee shall update and submit an annual report of its use to the Lessor by December 1 of each year. The Lessee and Lessor also agree to

review shared space every two-years. Items to be discussed may include but not be limited to shared use space, boat ramp, events, boat rentals, outdoor boat and general storage.

Shared use disputes will first be looked at by the Recreational Department, then if not resolved, by the Town Administrator and then the Town Council.

The areas subject to this agreement are presented in the attached map. They include:

Area A is the location of any proposed facilities. It is located at the north west corner of the main north south roadway to the boat ramp and the northernmost east west road off of that main roadway for the exclusive use of CISF. It is west of the main roadway, north of the secondary roadway, east of the existing campground bathrooms.

It is understood that area A includes the septic system for this part of Fort Getty, including for the campground bathrooms. Should the proposed facilities or landscape interventions or any use of area A by CISF or the town require modification of this septic system, in whole or in part, agreement between CISF and the town regarding changes to the septic system will be developed prior to any approvals being granted by the town council, planning commission or other agency. Notwithstanding the foregoing, in the event the septic system shall become inoperable or require maintenance, the Lessor shall provide temporary alternatives such as "port-a-potties".

Area A1 includes ten parking spaces south of Area A with access from a lesser north south roadway for exclusive use of CISF. This area shall be so marked by the town. (These spaces are to the west of what is currently described as Area E on the map.

Area A2 includes the area across the north south road to the ramp that is the same length along the road to the ramp as Area A for the exclusive use of CISF. This is the current location of CISF bathroom and potential location of CISF storage/ equipment in season.

This lease agreement for area A, A1 and A2 shall grant CISF, use and control of these area. The facilities, amenities or landscape interventions and the equipment and programs maintained within them shall be as directed or controlled by CISF as noted in this lease.

Area C is the existing boat ramp and the access along the road to it. This is a public boat ramp. CISF's access to the boat ramp, the adjacent beach to the north of it or the roadway that leads to it, shall be shared space during the term of this lease.

Area D is the location of boat, kayak and other storage for CISF and the town in the predominant season.

Areas E and B are fields that may be accessed by CISF or its accompanying, permitted organizations for a variety of uses, which may include but are not limited to playfields, temporary boat storage, picnics, events and event parking.

Lessee shall maintain its nonprofit tax status, continue to provide scholarships for its programs and continue to offer community programming.

The Lessee agrees not to discriminate against any person in the use of the Demised Premises because of his/her/their race, sex, religion, nationality, handicap, age, sexual preference or any other matter provided by applicable law.

The failure of Lessee to use the Demised Premises for a year-round boating and marine education center, which shall include, but not be limited to marine recreation and educational programs, shall constitute a material breach and be the basis of a notice of breach with an allowance for the Lessee to cure such breach within 6 months or be subject to eviction.

### **CONSTRUCTION AND/OR IMPROVEMENTS MADE BY LESSEE DURING THE TERM OF THE LEASE**

Prior to Lessee's construction of permanent or semi-permanent facilities or any intervention that alters the landscape of Area A, A1 or A2 described above Lessee shall submit a concept plan (the "Plan"), including site plan and preliminary building and or landscape elevations and description of the uses of these interventions for approval by the Town Council.

Review of the Plan must be undertaken within 30 days of its submittal to the Town Council and approval shall not be unreasonably delayed or withheld.

Upon approval by the Town Council of the "Plan", Lessee shall submit to the Jamestown Planning Commission detailed plans and elevations, including exterior lighting and landscape plans for approval by the Jamestown Planning Commission through its Development Plan Review process and requirements as stipulated by the town planner as relevant to this project.

Any part of the Plan by the Planning Commission that requires that the Town contribute to the construction or maintenance of these improvements, such as but not limited to the reorganization or reconstruction of pathways or roadways, bathrooms, septic services or drainage systems, must be approved by the Town Council if not expressly approved in the review of the Plan.

Upon approval by the Jamestown Planning Commission and Town Council (if required) the Plans shall be subject to the approval of and respective state agencies (including but not limited to RIDEM and RICRMC) and local building officials.

The development of the Areas known as A, A1 and A2 by Lessee shall include, but not be limited to the construction of the following improvements at the Lessee's sole cost and expense:

1. permanent and/or or temporary structures
2. permanent and/or temporary restrooms until planned permanent restrooms are complete

3. plantings and landscaping. Any plantings will be for screening and mitigation, NOT to block views
4. grading to improve drainage
5. improved traffic flow and one or more drop-off zones
6. ADA compliant walkways and paths
7. refurbishment of the current concrete pad if necessary

Lessor covenants and agrees to construct and/or maintain the following structures and facilities at Lessor's sole cost and expense in the Shared Space (also known as Areas B, C, D, and E)

1. adequate utilities (electric/water) to service the structures constructed by Lessee (includes use of the existing septic field if that is permitted)
2. parking for automobiles, Area A1
3. summer trailer storage in Kit Wright Trail (Area D)
4. kayak storage on rack at Kit Wright Trail (Area D)
5. winter storage for trailers and boats in Town specified location until on-site storage is available
6. access to ramp and beaches
7. access and use of paths around Fort Getty and Kit Wright Trail
8. access and shared use of nearby field (Area B and E)

CISF reserves the right to name the facilities it constructs on the Demised Premises and/or individual rooms within the facilities or building. CISF may erect exterior signs stating such with Lessor's approval of both the name and signage.

Once developed, any need or desire by the Lessee to alter, remodel, or change the exterior of the structures located on the Demised Premises must first be approved in writing by the Lessor, which approval shall not be unreasonably withheld. All permanent capital improvements made by the Lessee during the term of this Lease shall remain the property of Lessor at the expiration of this Lease.

#### **FUNDRAISING AND DEVELOPMENT SCHEDULE**

The Lessor acknowledges that fundraising by the Lessee is essential for development of the facilities and the programs of CISF. The parties hereto acknowledge and agree that the development of Area A, A1 and A2 described above shall be conducted in phases and hereby agree that if Lessee is unable to begin the construction of improvements of the Exclusive Space within five (5) years from the date hereof due to inadequate funding for the construction of such facilities as contemplated in this Lease, this Lease may be terminated by either Lessor or Lessee upon ninety (90) days written notice to the other party.

### **MAINTENANCE BY LESSOR**

The Lessor covenants and agrees that it shall, at its sole cost and expense, provide the following utilities and services to the Demised Premises on a year-round basis:

1. cutting the grass (as needed)
2. adequate water
3. adequate electricity supply

The Lessor shall also provide and maintain the necessary mains and conduits carrying utility services to the Demised Premises and all utility lines near the boat ramp and the dock area shall be buried or raised to an acceptable level for safety in boat maneuvering in that area.

The Lessor shall be able to maintain the septic system on site and install a new system in Area A if needed so long as such construction or alteration does not impact the Lessee's building or permanent infrastructure.

### **MAINTENANCE BY LESSEE**

Other than those items to be provided and/or maintained by Lessor as described above, Lessee shall provide the following, at its sole cost and expense:

1. landscaping (other than grass cutting) and planting
2. maintenance of structures to be built and equipment installed
3. bathroom facilities used exclusively by Lessee
4. A separate, new, Septic system if required by CISF for the exclusive use of its facilities

Lessee shall be permitted to use the dumpster adjacent to the Ft. Getty pavilion during its seasonal activities to dispose of its own, typical, daily trash in a timely fashion. Building construction, landscape construction debris, or other large types of debris are not allowed to be deposited in this dumpster.

### **UTILITIES**

During the term of this Lease, Lessee shall be responsible for all electricity costs. In addition, Lessee shall be responsible for all water charges if water usage can be separately metered to measure Lessee's exclusive use.

### **INDEMNIFICATION**

The Lessor and Lessee each agree to indemnify and defend the other party against, and to save it harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees and costs) of whatever nature, for injury or damage to persons or property in or about the Demised Premises from any cause, or arising from any accident, injury or damage, arising or resulting from an act, default, omission or any cause on the part of the indemnifying party, or its employees, agents, contractors, licensees, business invitees, or guests.

## INSURANCE

The Lessee shall, at all times during the term of this Lease, keep all buildings or other improvements on the Demised Premises continuously insured to the full replacement cost thereof under so-called all-risk insurance policies, which insure against fire, vandalism and malicious mischief, risks commonly insured against by extended coverage insurance and other perils and which contain a special replacement cost endorsement, such policies to be written by companies of recognized responsibility and financial standing duly-authorized to do business in the State of Rhode Island. The Lessee shall be responsible to obtain any special endorsements at their own cost to cover boats and equipment. Neither party hereto shall be liable to the other party of any insurer of any such other party with respect to any loss or damage to the real estate or tangible personal property of such other party resulting from or caused by the occurrence of any risk which is commonly insured against such as fire, lightning, explosion, riot, smoke, civil commotion, aircraft, windstorm or vehicles, whether the occurrence of such risk shall be caused by any act or omission of a party hereto or any of its or their agents, servants, invitees, or contractors. The Lessee shall furnish to the Lessor upon request a certificate evidencing the insurance coverage maintained from time to time hereunder.

During the term of this Lease, Lessee shall carry comprehensive general public liability and property damage liability insurance including contractual liability insurance with not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars aggregate limit for both bodily injury and property damage together with an Excess or Umbrella Liability insurance policy with a coverage limit of at least five million (\$5,000,000) dollars and such other insurance coverage of the type and in amounts as required by Law.

The Lessee shall annually show Evidence of Insurance (Certificate) to the Town Finance Department. The Lessee shall name the Town as an *Additionally Named Insured* on the GL, Property and Excess/Umbrella policies, in the event that the Town is sued due to the activities/action/negligence of the "CISF". CISF's policy should respond under this scenario.

## ENTRY BY LESSOR FOR REPAIRS

The Lessor shall make such repairs to the Demised Premises as required by this Lease, including but not limited to repairing utility facilities or lines, pipes, wires, and the like, over, upon and through the Demised Premises as may be necessary or advisable for servicing the Demised Premises or the structures located and/or to be located on the Demised Premises, including any public areas and the parking lot; provided, however that Lessor shall use its best efforts not to interfere with the conduct of Lessee's business on the Demised Premises. Except in the case of an emergency, Lessor shall give Lessee not less than ten (10) business days 'notice (by telephone or email) to gain access to the Demised Premises to maintain, repair or replace utility facilities or lines, pipes, wires, and the like.

### **DESTRUCTION OF PREMISES**

In the event of a partial destruction of the any structure located on the Demised Premises during the term hereof, from any cause, Lessee shall repair the same. In the event that repairs cannot be made within ninety (90) days, Lessee, may, at its sole option, either make the repairs within a reasonable time, or terminate this Lease.

### **TAKING BY EMINENT DOMAIN**

In case of a taking by eminent domain of the whole of the Demised Premises, then this Lease shall terminate as of the date of the actual taking of possession by the public authorities. In case of a taking as aforesaid of such portion of the Demised Premises as shall preclude the reasonable use of the Demised Premises as set forth in this Lease, either the Lessor or the Lessee may terminate this Lease by notice given to the other with thirty (30) days after the Lessee has been deprived by the taking authorities of physical possession of the Demised Premises so taken.

### **LEASE TERMINATION**

Provided that Lessee shall not be in default under any of the conditions of this Lease, Lessee shall have the right to terminate this Lease, and the term and estate hereby granted at any time by giving not less than 3 months prior written notice given by Lessee to Lessor (the "Cancellation Notice"). The date given in such notice for the termination of this Lease is hereinafter referred to as the "Surrender Date". As used herein, the Surrender Date shall mean the date on which Lessee shall give Lessor possession of the Premises, broom clean, free of all liens, claims, occupants and personal property and otherwise in the condition required under the Lease upon the expiration of the term of the Lease, and an effective instrument of surrender in form and in substance satisfactory to Lessor has been signed and delivered by Lessee to Lessor. In the event of the giving of the Cancellation Notice by Lessee, this Lease and the term and estate hereby granted (unless the same shall have expired sooner pursuant to any other provision of this Lease or pursuant to Law) shall terminate on the Surrender Date with the same effect as if such date were the date hereinbefore specified for the expiration of the term of this Lease. Nothing contained herein or in any instrument of surrender shall relieve Lessee of liability to Lessor of any obligation or liability accrued or incurred under this Lease, including any that are outstanding and unsatisfied as of the Surrender.

### **ASSIGNMENT AND SUBLETTING**

Lessee shall not assign this Lease or sublet any portion of the Demised Premises without the prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease.

### **LESSOR'S REMEDIES ON DEFAULT**

If Lessee defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and, if Lessee does not cure any such default within thirty (30) days, after the giving of such notice (or if such other default is of such nature that it

cannot be completely cured within that period, if Lessee does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on the date specified in such notice the term of this Lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Demised Premises by any lawful means and remove Lessee or other occupants and their effects. If the Lessee shall be declared insolvent according to law, or if a receiver or other similar officer shall be appointed to take charge of the Lessee's property, or a substantial party thereof, then, and in each of the said cases, the Lessor lawfully may (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other situation as aforesaid continues, and without further demand or notice, enter into and upon the Demised Premises or any part thereof in the name of the whole and repossess the same and expel the Lessee and those claiming through or under the Lessee and remove its effects, at Lessee's expense, without being deemed guilty of any manner of trespass; and, upon entry as aforesaid, this Lease shall terminate.

#### **WAIVER**

Failure on the part of the Lessor or the Lessee to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall not be deemed to be a waiver by either party of any of its rights hereunder. A waiver of any provision hereof shall not be construed to be a waiver of any other provision hereof.

#### **SERVICES BY LESSOR**

With respect to any services to be furnished to Lessee, the Lessor shall in no event be liable for failure or delay to furnish the same when prevented from doing so by war, strikes, labor difficulties, lockouts, breakdown, accident, order or regulation of governmental authority, failure of supply, or inability, by exercise of reasonable diligence, to obtain supplies, parts or employees necessary to perform such services, or for any cause beyond Lessor's reasonable control, or for any cause due to any act or neglect on the part of the Lessee or its servants, agents, employees, licensees or any person claiming by, through or under the Lessee, or any termination for any reason of Lessor's occupancy of the premises from which the service is being supplied by the Lessor.

#### **QUIET ENJOYMENT**

The Lessee, subject to the terms and provisions of this Lease, on observing, keeping and performing all of the terms and provisions herein contained on Lessee's part to be performed, kept and observed, shall peaceably and quietly hold and enjoy the Demised Premises without hindrance, ejection or interruption by the Lessor or any person or persons claiming under it.

#### **LESSEE'S ADDITIONAL COVENANTS**

In addition to all other covenants and agreements of the Lessee contained in this Lease, the Lessee covenants and agrees at all times during the term hereof, and for any further time as it shall hold said Demised Premises or any part thereof, to keep the same in as good order, repair and



condition as the same are in at the commencement of the term, or may be put in thereafter, reasonable wear and tear and damage by fire excepted; to make all those capital improvements and to do those projects as the same are described herein; to remove its goods and effects, and those of all persons claiming under it, at the termination of expiration of this Lease, and will peaceably yield up said premises and all additions thereto to the Lessor, and leave the same clean and in such repair, order and condition as the same were in at the commencement of the term or may be put in during the continuance thereof, excepting only such alterations as are made or authorized by the Lessor, reasonable wear and tear, and damage by fire; not commit any nuisance, or overload the premises, not to carry on any business or occupation which shall be unlawful or contrary to any law or ordinance in force for the time being; not to do any act or things upon the premises which will make them un-insurable against fire or which is liable to increase the premium for fire insurance on the building; to keep the premises equipped as required by law or ordinances, or any other regulation of any public authority because of the use made of said premises by the Lessee, and will make all repairs, alterations, replacements or additions as required, and will procure any authorizations or licenses required for Lessee's use of the premises; will permit the Lessor or its agents to enter at reasonable time to view the premises and make repairs or alterations necessary for the preservation and safety of the Demised Premises pursuant to the terms hereinabove described.

Lessee shall not encumber any fixture or improvement erected by them on the Demised Premises without the express written authorization of the Lessor. Under no circumstance shall the Lessee impair, encumber and/or burden the Demised Premises.

Any fixture, improvements other than personal property and trade fixtures, and/or buildings or structures erected on the Demises Premises by the Lessee shall become the property of the Lessor upon the surrender, termination and/or eviction of the Lessee.

#### **REMOVAL OF PERSONAL PROPERTY**

The Lessee may, at the termination of this Lease, remove all of its items of personal property which are not affixed to the real estate. All fixtures which are permanently attached to the premises shall remain in place and shall become the property of the Lessor upon the attaching of the same. The Lessee shall, at its own expense, remove all of its items of personal property at the termination of this Lease and shall repair any and all damage to the premises which may result from or be caused by the removal of such items of equipment or personal property from the Lessee.

#### **HOLDING OVER**

If Lessee holds over or continues in possession of the Demised Premises after the expiration of this Lease and without the execution of a new Lease, the tenancy thus created shall be at sufferance. All covenants, obligations, condition and agreements herein contained shall, so far as applicable, apply to all extensions of the terms hereof and to all holding over by the Lessee as a tenant at sufferance.

## NOTICES

All notices that may be given hereunder by Lessor or Lessee shall be by registered or certified mail; address in the case of Lessor to Town of Jamestown, c/o Town Administrator, P.O. Box 377, Jamestown, Rhode Island 02835, or to such other address as Lessor may from time to time in writing give Lessee for this purpose; and all notices that may be given to Lessee shall be addressed to Meg Myles, 7 Felucca Ave, Jamestown, Rhode Island 02835. or to such other address as Lessee may from time to time in writing give Lessor for this purpose.

## RIGHT OF EACH PARTY TO PERFORM OTHER'S COVENANTS

Each party shall have the right at any time, after ten (10) days' notice to the other party (or without notice in case of emergency or in case of any fine, penalty, interest or cost which may otherwise be imposed or incurred), to make any payment or perform any act required of such other party under any provision of this Lease, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable counsel fees. Nothing herein shall imply any obligation on the part of the party, and the exercise of the right to do so shall not constitute a release of any obligation or a waiver of any default. All payments made and all costs and expenses incurred in connection with any exercise of such right shall be reimbursed by the other party within ten (10) days after such payments, together with interest at an annual rate equal to the prime interest rate plus one (1%) percent from the respective dates of the making of such payments or the incurring of such costs and expenses, to the party making and paying the same.

## SUCCESSORS AND ASSIGNS

All the covenants, conditions and provisions of this Lease shall apply to and inure to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the said Lessor and said Lessee, both as to rights and as to duties and liabilities, except with respect to the right of the Lessee to assign or sublet, which shall be subject to that paragraph entitled "ASSIGNMENT AND SUBLETTING" of this Lease.

## ORDINANCES AND STATUTES

Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. Failure of the Lessee to comply with this section of the Lease shall constitute a termination of the Lease and the Lessee shall either immediately cure any such violation or quit and vacate the Demised Premises.

## ATTORNEY'S FEES

In the event that Lessor shall cause any suit to be brought for the recovery of the Demised Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Demised Premises by the Lessee, the Lessor shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

**PARAGRAPH HEADINGS**

The paragraph headings contained in this Lease are not a part hereof but are inserted only for reference.

**JURISDICTION**

The parties agree that this Lease shall be deemed a Rhode Island contract and shall be governed by the laws of the State of Rhode Island.

**RELEASE AT EXPIRATION**

At the expiration of the term of this Lease, provided the Lessee shall not be in default hereof, the Lessee shall be held harmless and indemnified from any liability which may arise at any point in time thereafter due to Lessee's installation of the capital improvements. At the expiration or termination of the Lease, Lessee agrees and acknowledges to release any and all claims of every kind and nature in and to ownership and/or control of the Demised Premises and the structures located thereon.

**ENTIRE AGREEMENT**

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

BY THE PARTIES

TOWN OF JAMESTOWN

Lisa W Bryer  
Witness

By: Jamie Hainsworth  
Jamie Hainsworth, Town Administrator  
Duly Authorized by the Jamestown  
Town Council (08-22-2022)

STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

In Jamestown, in said County, on the 2 day of Sept, 2022, before me personally appeared Jamie Hainsworth, Town Administrator, Town of Jamestown, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him/her so executed, to be the free act and deed of said Town of Jamestown, and his/her free act and deed as Town Council, as aforesaid, and individually as well.

Karen Montoya  
Notary Public  
My Commission Expires: 7-1-26

**KAREN MONTOYA**  
Notary Public, State of Rhode Island  
My Commission Expires JULY 01, 2026  
Commission # 43174

CONANICUT ISLAND SAILING FOUNDATION

*Hub Smith Board president*

*Lisa W. Buyer*  
Witness

By: *M. Myles* Exec Dir  
Name & Title:

STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

In Jamestown, in said County, on the 2 day of Sept, 2022, before me personally appeared Hannah Swett + Mary Miles of CONANICUT ISLAND SAILING FOUNDATION, to me known and known by me to be the party executing the foregoing instrument, and he/she acknowledged said instrument, by his/her so executed, to be the free act and deed of said corporation, his/her free act and deed as Board Pres & Exec. Dir of said \_\_\_\_\_, and individually as well.

*Karen Montoya*  
Notary Public  
My Commission Expires: 7-1-26

KAREN MONTOYA  
Notary Public, State of Rhode Island  
My Commission Expires JULY 01, 2026  
Commission # 43174



## Conanicut Island Sailing Foundation Free Sailing Program Report, 2021

CISF was able to run Free Community Sailing again this summer! Free Sailing was held on Wednesday's from 4:30-6:30 July 14 through August 11. The program was scheduled for five weeks; one week had to be cancelled due to bad weather. Approximately 125 people participated in those four weeks.

The goals of free public sailing are to give people an opportunity to experience sailing; to teach some basic sailing skills; to meet Jamestowners; and to provide an opportunity for people of all ages to connect with nature and the beautiful waters surrounding Jamestown.

CISF has kept to the same basic format for Free Sailing for the past fourteen years. Safety is our primary concern. (CISF also has a motorboat available for safety purposes during Free Sail.) We provide a safe, hands-on learning opportunity on the water to expose more people to sailing. Each week we use three to four of our 14' Hobie Wave catamaran sailboats with an instructor onboard each boat. An instructor takes a group of people sailing, teaching people as they go, with participants most often steering the boat and handling the sails by the end of their session that evening. Sometimes, Sea Adventure Camp participants sail the boat with their parents on board to demonstrate what they have learned.

Our target time for sailing sessions is 20 minutes if it is a busy evening, or longer if it is not busy. How busy we are is directly related to our advertising. This summer, I did not get an ad in the paper until the second week of the program. Thus, the first week was very slow – we had fewer than ten participants.

Our land-side coordinator for Free Sailing ensures that we have a waiver for each participant. Other jobs of the land-side coordinator include keeping track of who is next, as well as how long each sail lasts. Each sailboat is equipped with a VHF radio so that they can communicate with the shore person. Every participant of the Free Sailing Program is required to wear a life jacket. CISF supplies a life jacket to anyone who needs one.

There were no incidents to report during free sailing. Use of the ramp was still available to the public.

Thank you for your time and for allowing Conanicut Island Sailing Foundation to continue to run this free public program at Fort Getty for Jamestown residents and visitors. We consider Free Sailing one of the cornerstones of CISF's mission to both provide and promote marine access, marine education, and sailing to people of all ages, abilities and backgrounds. We look forward to running this program again next year.

Sincerely,

A handwritten signature in blue ink that reads "Meg Myles". The signature is written in a cursive, flowing style.

Meg Myles  
CISF Executive Director



**Mission:** *Inspire and empower people of all ages, backgrounds and abilities by engaging them with the marine environment of Narragansett Bay through sailing & education*

### **CISF's 2021 Jamestown Sea Adventure Summer Report**

I'd like to start by thanking the Town of Jamestown, and specifically Ray DeFalco, Jamie Hainsworth, and Ronnie Parfitt from Public Works. All have really been terrific to work with – helpful, timely, honest, direct. **THANK YOU, Jamie, Ray, & Ronnie!!!**

Summer 2021 was both remarkable and unremarkable. We had an unprecedented number of camp spots available and filled – approximately **486 camp spots were filled**. (And, we still had waiting list!) It was an unremarkable summer thankfully due to the lack of incidents and accidents. (See incidents report at the end of this report.)

Because a vaccine was still not available for the majority of children participating in camp, we kept many of our policies and procedures in place from summer 2020.

#### **Summer 2021 COVID-19 Policies and Procedures:**

- As per State guidelines, we registered with the State.
- Hand washing stations at two locations (frequent hand washing encouraged, especially at drop off and pick up)
- Two drop off locations designated with signs and pre-assigned to campers. Drop off location assignments were sent via email to parents and caregivers preceding camp.
- Small, pre-arranged groups (pods) of children (approximately 12-15 children /pod – bigger than 2020, but still much smaller than recommended State guidelines)
- Pods distanced, requiring several pop-up tents as home-bases for pods
- 4 port-o-potty units, each for a designated pod and marked as such; units closed to public use
- Designated equipment for each pod
- Ages 4-6 (Explorers group) cancelled for the entire summer
- 14-day advance of camp health attestation form required for each camper ahead of camp
- Daily health screening on site at drop off (no temp checks)
- Parents were given the ability to request children be in the same pod as friends
- We did not sell a boat as planned in 2020. In order to make our pod system work, we needed a sixth Hobie Wave.
- Had more staff to ensure each staff member was with a singular pod each week.
- Staff were encouraged to be vaccinated. Any unvaccinated staff were required to wear face coverings with not socially distanced or inside.
- Children were asked to bring a face covering for times when they could not be socially distanced, though we tried to keep kids distanced as much as possible
- Children were asked NOT to wear a face covering when sailing in case they fell in – swimming with a face covering is a whole other risk.

### Sea Adventure Camp Overview, 2021:

- **8 weeks of camp** were offered
- Dates of Camp: **June 28 - August 20**
- The focus of Sea Adventure Camp remained the same: to explore nature and the outdoors - on, in, and around the water - while also increasing children's awareness of the unique and beautiful marine environment surrounding Jamestown and beyond.
- Each week of camp is tailored to the interests of the group attending, while still focusing on our main goals: **1.) introducing & teaching sailing**  
**2.) marine & environmental education**
- **Fort Getty's easy access to a salt marsh, rocky shore, and sandy beach provides an ideal setting for camp and to allow kids to explore and learn.**
- We have been fortunate to have the majority of the **same talented staff** this summer as we have had **for the past several years.**

### **Sea Adventure Staff**

- **Haley Barber**, BA in Environmental Education & Master of Arts in Early Childhood Education, CISF Program Director & Sea Adventure Camp Manager
- **Rachel Bryer**, US Sailing Level 1 & 2 certified (part-time in 2021)
- **Fiona Christie**, US Sailing Level 1 certified sailing instructor, BA Elementary Education and a BA in Fine Arts; CISF year-round educator in charge of our Home-school programs
- **Eric Marshall** – US Sailing Level 1 certified instructor
- **Emma Henry** – camper turned instructor since 2019
- **Heather Moore** – camper turned instructor since 2016
- **Ian Bryer** - camper turned instructor since 2016
- **Madi Henry** - camper turned instructor since 2018
- **Theo Michaud** – camper turned instructor – this was his first summer as a full-time instructor

#### Camp Administrator:

- **Katie Flath** – councilor with administrator roles/responsibilities (Katie worked remotely this year)
- 

#### Junior Instructors:

- Maggie Taplin
- Matt Cotter
- Isabella Museler

#### \*Councilors in Training:

- Ryan Goodburn
- Ryan Barret
- Avery Shafts
- Annabelle Murray
- Elle Knopp
- Frankie Strassman

\*CIT's must be at least 14 years old, and work on a volunteer basis.

As you can see, our camp staff has grown tremendously. We are actively formalizing our junior instructor and CIT pathways. CITs volunteer their time for 1-2 weeks a summer. They are essentially campers with some responsibilities. Our Jr Instructors are a bit older (typically 14-16 years old), are asked to commit to more weeks of camp, and are paid. We have added a page to our website with information about becoming a CIT as well as an application.

We are so fortunate to have a group of fantastic individuals who help camp run smoothly and help to maintain the same camp 'feel' from year to year.

**The combination of Fort Getty's environment with *Sea Adventure Camp's* intuitive and talented staff continues to make Sea Adventure Camp unique and popular.**

### 2021 Camp Details:

For the 2021 season, there were **eight weeks of camp** for children ages 5 (if Kindergarten was completed) -16.

#### **Schedule:**

- *Explorers*, ages 4-6, cancelled for the entirety of the summer
- *Marine Adventurers*, ages 5 (if K completed) -8, four half-day sessions offered over the course of 3 weeks, 116 children total participated
- Ages 8-10, half-day, 2 weeks of camp offered, 78 total children participated (more than double the number from 2020)
- Ages 8-10, full day, 6 weeks of camp offered, 146 total children participated
  
- Ages 11-16, 6 weeks of camp offered, 111 total children participated
- Leadership Program, ages 11-16, 3 weeks offered, 19 total children participated
- O'Pen Skiff Adventures, ages 10 & up with some sailing experience, 16 total children

When creating the schedule each summer, we consider the following factors:

- Combinations of groups that enable us to include multiple age groups
- A balance of younger age camp offerings throughout the summer
- Other, existing on-island camps, such as soccer camps – we try to balance our schedule to maximize camp opportunities for younger children as much as is possible.
- Waiting lists from previous years – is there consistency from year to year in which weeks we have waitlists; how can we minimize those waitlists/meet demand without jeopardizing the camp experience?

#### **Leadership Program:**

CISF launched a **leadership program in 2018** for teens ages 13-16. It is an add-on program to Sea Adventure Camp. Our goal is not to create the next group of Sea Adventure Camp Instructors, but to **empower students with skills that will enable them to make better decisions**. Additional goals include teaching participants **what it means to be a leader and how to lead using the leadership style that best suits each person. Leadership skills are taught through discussion, purposeful training, games, and goal achievement** in sailing, marine science, and environmentalism. CISF strongly believes that **“leaders are made, not born”** (Vince Lombardi).

This summer, we **opened up our Leadership Program to include children ages 11-16**.

Leadership participants were their own pod. The result was a better experience and program for all participants in the Program as per feedback from staff, parents, and participants.

#### **O'Pen Skiff Camp:**

This summer we launched a pilot program called O'Pen Skiff Adventures. We used only the O'Pen Skiffs, which are small, unstable, but super fun boats. The program ran for a half-day (1 – 4 pm) for a week. We ran two of these weeks & received great feedback! It would be great to have an additional boat or two so that more kids can participate.

#### **Boats:**

CISF owns and maintains **5 Hobie Waves**, storing them inside our trailers during the winter. We have **access to and use of a sixth Hobie Wave, thanks to a Jamestown family**.

**4 O'Pen Skiff's** added in 2020. <https://www.openskiff.org/>

1 J/22 keelboat used sporadically this summer in camp

2 powerboats (inflatables) – 1 15', and 2<sup>nd</sup> that is 17'

We also own several kayaks, SUP boards, and windsurfing boards. All are stored on the rack in the Kit Wright Trail.



### **Waiting Lists:**

2021 saw a continued demand for outdoor camps for children and Sea Adventure Camp waiting lists reflected that demand. By the end of the day of our first day of registration for the 2021 season, we were 60% full. We had waiting lists in the youngest age groups (ages 5 (if K completed) – 8) that were 20-30 kids deep. In the other age groups, every week of camp had at least 8 children on the waiting list. Because of the long waiting lists, we added spots to camp weeks when possible.

**Annually, the growth of Sea Adventure Camp has been to meet demand.** We have not made camp bigger just for the sake of getting bigger.

### **Numbers & Metrics:**

**2021** participation numbers were **very high!** We had **486 camp spots filled**, which is a 15% increase (66 spots) from 2019, when we had our highest participation numbers.

Interestingly, COVID forced us to operate in a pod system, that has turned out to be great! The smaller groupings of pods has brought back a more tailored and personal camp experience for all children. It is a system we will stick with, though with some modifications. An example of a modification includes bringing back a bit of “all camp” activities and games, or possibly just games between pods.

### **Our approximate maximum capacity for each week of camp in 2021:**

- 5 (if K completed)-8 yr olds, *Marine Adventurers*, – 116 spots available, 4 sessions offered
- 8-10 yr olds, half day –40 spots available/week, usually 2 weeks offered; 80 total spots
- 8-10 yr olds, full day – 25 spots available/week for 5 of 6 weeks; 12 spots available in the 6<sup>th</sup> week; approximately 137 spots available
- 11-16 yr olds, 20 spots available/week in 5 of 6 weeks; 12 spots available in week 6; 112 spots total
- O’Pen Skiff – 8 spots available/week, 2 weeks offered; 16 total spots
- Leadership Program (ages 11-16) – approximately 8 spots available/week, 3 weeks offered; 24 spots total

### **Approximate Total Capacity:**

With the schedule as organized this summer, total capacity was approximately 493 camp spots. At approximately 486 spots filled, we were essentially at capacity.

### **Participation Metrics (Leadership Program participation included):**

- **486 total camp spots filled**
- **358 ‘unique’ participants**
- **96 children participated in multiple weeks**
  - 262 children participated in one week of camp
  - 70 children participated in 2 weeks of camp
  - 22 children participated in 3 weeks of camp
  - 3 children participated in 4 weeks of camp
  - 1 child participated in 5 weeks of camp

### **Where did Sea Adventure campers come from in 2021?**

- **90-95%** of participants are **residents, relatives of residents, rent or teach in Jamestown**
- **5-10%** of participants **come from off island**, just for *Sea Adventure Camp*

### **Arts & Crafts:**

Arts & crafts projects are done during periods of transition such as the morning drop off as a welcoming activity, as well as during down times and bad weather. Painting shells and building structures out of rocks on the beach, and having volcano building contests are among the most popular activities. Additionally, tie-dying t-shirts each week has become a signature Sea Adventure activity.

**Marine Debris & Environmental Impact:** One of the focuses of Sea Adventure Camp continues to be marine debris - what is it, where it comes from, how is it harmful, & what can we do to mitigate this problem. Campers clean up trash wherever they are – on the water, on the beach – and dispose of it properly. The last week of camp, the instructors had a trash pick up contest. Approximately 2,500 pieces of trash were picked up.

**Worm Composting:** CISF started worm composting in the 2017-18 school year in the Melrose School. A worm bin designated for the Lawn school was added in 2018-19 school year. CISF provided the bin for Melrose, and a grant from Jamestown Education Foundation funded the Lawn School bin. CISF Program Director, Haley Barber, has led the worm composting programs in both schools. The worm bins have been used at camp each summer to ensure the health of the worms, the bin, and the continuation of this project. The bins are used to educate children about the cycle of life of food. However, due to COVID and the adjusted school policies to manage COVID, worm composting was suspended. We will take it up again in 2022, or hopefully sooner.

**Fox Hill Farm Gardens:** Abby & Jeff Boal at Fox Hill Farm allowed CISF use of several of their vegetable beds starting early spring. Vegetable gardening was added to our spring programs. Though it may seem a stretch from our focus of sailing and marine education, getting kids involved in growing food, the soil web, the details of growing food, and generally getting their hands dirty in the ground fits right in with our mission. Land and sea are intricately connected. How we treat the land and soil dramatically effects what flows into the ocean. Understanding how food grows and finding value in that is also critical to creating a connection to the earth and nature. Getting children to understand the connection of land and sea is an integral part of marine education. To that end, during the summer, one pod a week spent time at Fox Hill Farm tending to the gardens for a portion of a day.

**Environmental Summary:** CISF takes a number of measures to minimize our garbage output and our environmental footprint. Worm composting, beach clean ups, camp giveaways that are not plastic and are environmentally friendly, a water re-fill station (no plastic cups are provided), and recycling are all measures that we take to be environmentally responsible.

### **Life jackets:**

Thanks to a grant from the Sea Tow Foundation a few years back, CISF maintains a life jacket stand at Fort Getty for anyone going boating and in need of a life jacket. **Not having or wearing a life jacket is still the leading cause of fatalities when boating.**

Last summer our life jacket stand was not in use because the transmission of COVID was still not totally understood. This summer there was less cause for concern of transmission from objects like life jackets. We did have our life jacket stand out, but a bit set back. In summer 2022, we will have it fully operational and obvious for public use.

### **Financial Information:**

CISF continues to make significant financial investments to make Sea Adventure Camp and all of our other programs safe and viable.

Staff - we pay our staff competitive rates to ensure quality & safety.

Providing safe, fun, and engaging programming that create leadership and confidence-building opportunities for the next generations is incredibly important to us. **Jamestown Sea Adventure Camp and all of CISF's programs are priced below market value, and are often free - fourth**

grade sailing is a good example of such a program that is offered for free to 4<sup>th</sup> graders in the Jamestown school system. Additionally, **CISF funds our Program Director, Haley Barber, to be in the Jamestown School system** to assist Jamestown teachers with their projects and to **create and implement additional hands-on, fun, marine and outdoor educational programs that support grade-level curriculum.**

### **2021 Camp prices:**

Camp prices have remained almost the same since the start of camp in 2012.

- The full day camp price has gone up \$10 since 2013.
- The half-day camp price actually went down \$5 since 2013.
- The younger age group price (*Marine Adventurers*) is the only price that has gone up since 2018. It went from \$125 to \$145 for 2019 and has remained at that price.

- Full-day camp (9 am- 4 pm)- \$295
- Half-day camp (9 am-1pm) - \$160
- *Marine Adventurers*, 6-8 year olds (1-4 pm) - \$145
- *Explorers*, 4 - 6 year olds (9am - 12pm) - \$145
- *O'Pen Skiff* (1 - 4 pm) - \$160
- Leadership Program - \$55

### **Scholarships:**

**CISF approved all scholarships to *Jamestown Sea Adventure Camp* that were received.**

CISF **scholarship deadlines** changed in 2020 to be rolling throughout the year, rather than May and November how they had been for years. This change was done in response to COVID and financial hardships that people have been experiencing due to the pandemic. We consciously decided to keep rolling acceptances for financial aid requests.

Scholarship announcements (reminders) are published in the *Jamestown Press* periodically.

### **Incidents, Weather, & Port-o-Potties:**

#### Incidents:

The first week of camp was our only big 'incident'. A child slipped on the shale rocks across from the boat ramp. Emergency medical help was called. He received 11 stitches and returned to subsequent weeks of camp once he was healed.

COVID – unfortunately, though we had a pod system in place, there was some mixing of two pods during the third week of camp. There was a positive test from a camper in week 3 as well. A child who was scheduled to go to a camp the following week that required a PCR test, tested and that test came back with a surprise positive result (asymptomatic child).

The DOH was contacted & contact tracing done within two hours of the positive test notification. By the time of pick up that same day (a Friday), all parents had received an email about the positive test. Two pods of 8-10 year olds were quarantined. This did affect our numbers slightly for the following week as there were some children scheduled to participate in the following week of camp.

#### Weather:

It was actually quite a rainy summer. Our new, three season tent makes rainy days much better, but with COVID and a pod system, we cannot fit all of the children under our tent. Additionally, being under a tent in a thunderstorm is also not ideal. Thus, we did in fact cancel or shorten a few days.

Of the 8 weeks of camp, the following schedule adjustments were made due to weather:

- 2 full days of camp were cancelled
- 3.5 days were shortened
- 1 make-up day was offered the week of August 23

Ironically, our make-up day also had to be rescheduled due to the hurricane at the end of August. That hurricane came close enough that we took the walls and roof off of our tent. We also took the masts of our catamarans down and stored everything that could fly away inside our trailers (including a few small boats). It took us a few days to put things back together.

Additionally, there was a fall storm with very high winds that also caused us to take the side walls off of our tent. Taking the side walls down preserves the tent a bit. For that storm we only had one catamaran left out. We did not take the mast down and it did lift and get stuck against the concrete wall where the basketball post sits. Thankfully, there was no real damage.

#### Port-o-Potties

CISF had **4 port-o-potties for our use exclusively** through the summer – one per pod. They were **located just to the left of the road leading to the Kit Wright Trail. This location was ideal.** It allowed children **quicker access** to the bathroom, and instructors could keep an eye on children using the bathroom without having to leave the rest of the group. Though the location required crossing the road, CISF staff were able to manage that without issue.

We do still have quite a few people who stop to use the port-o-potties. We have signs on them that they are for CISF/Camp use only. Keeping them locked when camp is in session is not always practical, but we do our best. One suggestion is to add a 5<sup>th</sup> unit next summer and designate that for public use. Additionally, signage for the bathrooms at the top of the hill would also be super helpful to the public.

**The Town has been instrumental in helping us rent & manage the port-o-potty units! Thank you!**

#### **CISF's New Tent:**

We spent last fall researching tents and the winter fundraising. As a result, in March we put up a new, three season tent! It is really great! We have added a heater as well for use on cold days. These additions have truly helped us add more programs, add quality to our programs, and keep kids warm. There is still puddling on the concrete, but overall, things are much better. Quick side note: We have had plans to replace the concrete for over a year now. However, we are going to hold off replacing the concrete until we have a better overall plan that is planned in conjunction with the Town. We don't want to spend money to have the concrete replaced and then find we need to amend the new concrete in any way.

#### **Car Traffic:**

It is no secret that Fort Getty is busy in the summer. Having witnessed drop-offs and pick-ups for years now, I reached out to Chief Mello and Ray De Falco to meet at Fort Getty and discuss the flow of traffic at these busy times, with the idea that we could do better.

The three of us met Friday, July 23 at 8:30 am to look at the traffic situation flowing past camp at drop off. All discussed and agreed that improvements could be made. It was agreed that a new traffic scheme be implemented Monday, July 26 as pilot program to keep traffic flowing one way from the corner where the CISF tent is towards the boat ramp.

During the week of July 26-30, this 'pilot' traffic scheme was instituted during the following times: 8:30-9:15, 12:20-1:15, 3:45-4:15. The week of August 9-13 also had the same times as the camp schedule has a mid-day camp pick up. Other weeks traffic flow was changed from 8:30-9:15 and 3:45-4:15.

Overall, there was marked improvement in safety & confusion during drop offs and pick-ups by doing this. There were a few minor incidents involving other Park users (people driving by). Ray,

Chief Mello, and I kept in touch about this and I submitted a summary report to the Chief & Ray on July 30<sup>th</sup>, after the first week of the pilot program.

In summary, it would be great to continue this adjusted traffic flow next summer. If all agree and approve, we will have better signage made indicating traffic flow and exits to keep cars from driving through the camper areas.

**Conclusions:**

On behalf of the CISF I would like to **thank the Town of Jamestown for allowing us to hold camp & programs at Fort Getty. We are passionate about our mission** to inspire and empower people of all ages, backgrounds and abilities by engaging them with the marine environment of Narragansett Bay through sailing and education. Our **CORE Values** drive every decision that we make and every program that we offer. **Opportunity, Education, Stewardship, and Positive Youth Development** are our guiding principles.

CISF provides a significant number of Jamestowners with a local, safe learning environment in which to experience sailing and Jamestown's coastal environment. **We are a resource for the Town of Jamestown and look forward to continuing our successful partnership.**

Thank you for your time. Please contact me with any questions, comments or concerns. I can be reached at 401-855-6643 or via e-mail at [CISFSailing@gmail.com](mailto:CISFSailing@gmail.com).

Sincerely,



Meg Myles  
CISF Executive Director



**LEGEND**

- — — CISF PRIMARY USE
- - - USE AGREEMENT
- - - FLEX USE
- - - SHARED STORAGE
- - - CISF ACCESS
- - - APPROXIMATE EXISTING SEPTIC SYSTEM
- - - CRMC JURISDICTIONAL LIMIT LINE

**Use Area**

CISF Campus

July 2022

Jamestown, RI

