

## **Larry Anderson**

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**Sent via email to: Little Compton Town Clerk Carol Wordell,  
[cwordell@littlecomptonri.org](mailto:cwordell@littlecomptonri.org), and Little Compton Beach Commission,  
[southshorebeach@gmail.com](mailto:southshorebeach@gmail.com)**

July 20, 2022

Little Compton Town Council  
Little Compton Beach Commission  
40 Commons  
Little Compton, RI 02837

### **RE: Proposed South Shore Beach/Goosewing Beach Agreements**

Dear Council and Commissions Members:

This letter concerns proposed agreements between and among the Town of Little Compton, the Little Compton Beach Commission, and The Nature Conservancy of Rhode Island, as included with the agenda of the Little Compton Town Council's July 7, 2022 meeting as Item #2 under New Business. These draft agreements are titled as follows:

- "Boundary Line Agreement and Grant of Easements" ("Boundary Line Agreement")
- "Goosewing Beach Stewardship Vehicles Parking Lease" ("Parking Lease")
- "Goosewing Beach 2022 Management Agreement" ("2022 Management Agreement")

As an interested citizen, I have followed issues involving the South Shore Beach and Goosewing Beach properties since the early 1990s. As you know and may recall, during those years there was considerable discussion, debate, and controversy involving management and legal interests concerning these properties, especially following acquisition of the Goosewing property by The Nature Conservancy (TNC) in 1989.

My concerns involve principally the Boundary Line Agreement and the Parking Lease. The 2022 Management Agreement appears to be essentially the same in form and substance (with occasional amendments from time to time) as similar agreements that have been executed between the Beach Commission and TNC annually since 1996. There would

appear to be no significant reason why the 2022 Management Agreement could not be executed in its current draft form by the Beach Commission and TNC, as the parties have done for the previous 25 years.<sup>1</sup>

I think I understand the purposes and nature of the transactions and agreements proposed mutually by TNC and the Beach Commission in the Boundary Line Agreement and Parking Lease. Depending upon their final details, the two agreements would appear to contribute to resolving several issues that have long been a source of discussion and dispute, namely: 1) title to and boundaries of an area of beach property including and to the west of Tunipus Creek, and 2) parking and motor vehicle passage for TNC personnel on and across South Shore to access the Goosewing property to the east owned by TNC. An agreement based on these drafts may well be beneficial to the parties—i.e., the Town, the Beach Commission, and TNC—as well as to the residents of the Town and other non-residents who use the beaches. Although I may not be aware of all the other legal interests and issues involved, the proposed agreements do not appear to infringe on or limit other existing rights, interests, or claims of the town and its inhabitants, or those of TNC.

**My central concern, and the purpose of this letter, is to offer the opinion that these agreements appear to require approval by town voters at a Financial Town Meeting or Special Town Meeting, as provided by Section 103 and/or Section 704 of the Little Compton Home Rule Charter (“Charter”). Thus, I believe that it is legally necessary, and would be politically and practically beneficial, to add to and include in the two agreements specific provisions requiring Town Meeting approval as a condition of their implementation.** (For the purposes of this discussion, I use the term “Town Meeting” herein to encompass the terms “Financial Town Meeting” and “Special Town Meeting,” which arguably have somewhat different meanings under both state law and the town’s Home Rule Charter.)

The legal necessity for Town Meetings approval is based upon what appear to be the clear and specific requirements of Section 704 and/or Section 103 of the Charter. Thus, a Town Meeting vote of approval would ensure that a legal cloud does not hang over the agreements in the future by failure to fulfill the Charter requirement to secure such approval.

The political benefit of seeking Town Meeting approval is to ensure that the public and the town voters have the time and opportunity to learn about the substance, details, and benefits of the agreements. Town officials can and should treat this procedure as an opportunity to build public support for the agreements. I don’t think they need to fear it as an obstacle to achieving the goals represented by the agreements. On the basis of my own observation and research, some of the past controversy about the beaches, stretching back for generations, even centuries, has stemmed from public frustration, concern, and skepticism about the protection of the rights and interests of the town and its residents. Town Meeting approval could allay public concern and complaint that the proposed agreements, involving those public rights and interests, had been approved or expedited by a relatively small handful of town officials, without sufficient public consultation or approval.

There is no immediate crisis or circumstance that requires hasty approval of these agreements. Though a Town Meeting vote might have to await the 2023 Financial Town Meeting, there would appear to be nothing to prevent the parties to the agreements from honoring their terms and spirit immediately. In any event, given the length of time the issues addressed by the agreements have been pending, a delay of a few months before their likely approval and formal implementation by Town Meeting would not be significant.

I include below the full texts of Charter Sections 103 and 704, highlighting by underlining what I believe are the section relevant to the points I've raised:

**Section 103 (Town Property.)**

The Town may acquire property within or without its corporate limits for any municipal purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise or lease, and within its limits by condemnation as such takings may be authorized by law, and may sell, mortgage, exchange, hold, manage and control such property as its interests may require, provided that any such acquisition, or any sale, mortgage, exchange, or lease of real property shall, exclusive of acquisitions by the Little Compton Agricultural Conservancy Trust as hereinafter set forth, be approved by the Financial Town Meeting.

**Section 704 (Beach Commission.)**

There shall be a Beach Commission of five (5) members elected at the Financial Town Meeting for terms of four (4) years, with the terms so arranged that three shall expire and the election of three members shall take place in one year, and two shall expire and the election of two members shall take place two years thereafter.

A.

The Commission shall have the authority to manage, regulate and control all public beaches owned by the Town. Any acquisition of beach property by the Town or sale or lease thereof, or any granting of an easement or right of way over any such property, shall, exclusive of acquisitions by the Little Compton Agricultural Conservancy Trust as hereinafter set forth, require consultation with the Beach Commission and approval by the Town Meeting. The Town Council shall have the power to enact such ordinances as the Commission shall request or as the Council may deem necessary for the policing of said public beaches, in aid of the management, maintenance and improvement of the same, and for the regulation of all travel by the public to, from and over such beaches, and to prescribe penalties for violation of such ordinances.

B.

The Commission shall have the authority to make suitable provisions for the care, management, maintenance, protection and improvement of the beaches under its control, and for the safety of the persons using them, and to cause to be erected,

repaired or replaced such bathhouses, fences and other buildings and structures as it may deem necessary for the convenience and well-being of the public or as may be required by State law or regulations.

C.

The Commission shall have the authority to charge reasonable fees for admission, parking of vehicles, and the use of facilities for defraying the costs of maintenance and operation, provided however, that it may exempt residents of the Town from such fees. All moneys received from such fees shall be deposited in the General Fund by the Town Treasurer, and shall be appropriated therefrom to the Commission at the discretion of the Financial Town Meeting, and expended by and under the direction of the Commission. The accounts of the Commission shall be audited at the time of the annual audit of Town accounts.

As I understand matters, ownership of South Shore Beach is vested in the Town of Little Compton. The broad variety of real-estate transactions described in Section 103 regarding “Town Property,” as well as the somewhat narrower but specific provisions of Section 704 A. regarding leases, easements, rights of way, and acquisitions involving “beach property,” all appear to describe exactly the sort of transactions described in the two agreements, which explicitly involve grants of easements and leases.

It has been suggested that the proposed transaction may represent a form of “adverse possession,” which arguably might not require Town Meeting approval. I confess that the specifics of the legal principle of adverse possession are beyond the scope of my own competence. I would only note that there is no explicit reference to adverse possession in the documents themselves. Titling a document a “Boundary Line Agreement” wouldn’t necessarily exempt it from Town Meeting approval—especially when the full title of the document also explicitly describes it as a “Grant of Easements,” which specifically require Town Meeting approval pursuant to Sections 103 and/or 704. Likewise, the “Parking Lease,” by its very title and language, appears to be precisely the sort of transaction identified in Section 704 regarding “beach property.” The very terms of the agreements appear to fall squarely within the four corners of the provisions of and requirements for Town Meeting approval required by the above-cited Charter sections.

**Additional considerations:**

- The specific requirement for Town Meeting approval of transactions involving beach property is included in Charter Section 704 A., but not in the original 1939 enabling legislation for the Beach Commission. To the extent that there may be differences regarding “beach property” real estate transactions between provisions of the 1939 Beach Commission legislation and Section 704 of the 1994 Charter, it is worth noting that both the General Assembly and the town’s voters approved both versions, as required by provisions of state law and the state constitution. The General

Assembly, in Chapter 14 of the Public Laws of 1995, ratified the Charter, with specific reference to Section 704. (A copy of that law is attached.) I believe that to the extent that provisions of the 1939 law and the 1994 Charter may differ, the more recent Charter provision, including the requirement for a Town Meeting vote for certain “beach property” real estate transactions, would likely supersede the earlier legislation (as included in a footnote further below).<sup>2</sup>

- While TNC holds the deed to the parcel of some 75 acres described as Lot 8-2 on Plat 35 of the Tax Assessor’s map, the Little Compton Agricultural Conservancy Trust (LCACT) holds a “Conservation and Recreation Easement” [CRE] on that lot. However, the recorded CRE specifically excludes a parcel described as “the Town Parcel,” which appears to correspond to the parcel that will be delineated, when surveyed, in the “Boundary Line Agreement.” The CRE provides for public access and use of the full extent of Goosewing Beach, subject to certain conditions, rights, and management prerogatives retained by TNC. To my knowledge, neither TNC nor LCACT have denied members of the public access to and use of Goosewing Beach during the more than three decades they have managed their property interests under the terms of the CRE. Rather, TNC has devoted considerable expense and personnel to maintaining the property and encouraging public access and use. In any case, it does not appear that LCACT has any legal role to play in the current proposed agreements involving the so-called “Town Parcel.”

Thank you for your consideration of my concerns. And thank you for your efforts on behalf of the town in regard to the important public resource represented by these beaches, which have been used and enjoyed by so many for so long.

Sincerely,



Larry Anderson

Cc: Little Compton Town Solicitor Richard S. Humphrey  
John Berg, Sakonnet Landscape Manager, The Nature Conservancy

Attachment: Miscellaneous documents

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<sup>1</sup> A Goosewing Beach Management Agreement has been executed between the Little Compton Beach Commission every year, I believe, since 1996. Among the attachments to this letter I have included an early draft of the agreement, some correspondence regarding its adoption in 1996, several newspaper clippings from the time providing context about its adoption, and a copy of the unexecuted 1997 agreement. As indicated in Section 8 of both the 1997 and the proposed 2020 agreements, the parties explicitly reserved their respective real-estate rights and claims. The agreements involve exclusively other “management” issues, that would not appear to require Town Meeting approval pursuant to Charter sections 103 and 704.

<sup>2</sup> JANUARY SESSION, 1939, CHAPTER 763.

**AN ACT Providing for the Management and Control of Public Beaches and Commons in the Town of Little Compton. (H 839 Approved April 20, 1939.)**

It is enacted by the General Assembly as follows:

Section 1. The town of Little Compton is hereby authorized and empowered to manage, regulate and control all public beaches and commons situated in said town, the word "beaches" being used in this act to include the shores of said public beaches between high and low water markers.

Sec. 2. The care, management and control of said public beaches and commons shall be vested in a commission of not less than five nor more than seven members, as the duly qualified electors of the said town shall from time to time by their vote determine; provided, however, that the members of any such commission shall be duly qualified electors of said town; and provided, further, that the members of said commission shall first be selected at the annual financial town meeting in the year 1940. Until the members of said public commission have been elected and have duly qualified for office, the care, management and control of said beaches and commons and all other powers and authority herein granted to said commission shall be vested in the committee heretofore selected by the electors of the said town to take charge of all matters pertaining to the beach in said town known as the South shore, which committee is known in said town as the committee on the South shore.

Sec. 3. The said commission, or until its selection, the said committee on the South shore, is hereby authorized and empowered to make suitable provisions for the care, management, maintenance, protection and improvement of said beaches and commons, and for the proper policing of the same; to cause to be erected such bathhouses, fences and other buildings and structures as it may deem necessary or desirable for the convenience of the public and for the use and enjoyment of said beaches and commons by the public in a proper manner and under proper sanitary conditions.

Sec. 4. The town council of the said town is hereby authorized and empowered to enact such ordinances as it may deem necessary for the regulation of said public beaches and commons and in aid of the management, maintenance and improvement of the same, and for the regulation of any and all travel by the public to, from, on or over the highways, or other public ways, passing over or across said public beaches and commons; and to prescribe penalties for the violation of such ordinances as may be enacted.

Sec. 5. The said commission, or the said committee on the South shore, as the case may be, is authorized and empowered, for the purpose of defraying the costs of maintenance and operation of

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the said public beaches or commons, to charge reasonable fees for admission to any of said beaches or commons, or any part or parts thereof, for the use of bathing-houses or other buildings and structures that may be located upon said beaches or commons, or upon any land owned by the town in the vicinity of the same, and for the privilege of parking motor vehicles upon said public beaches or commons, or upon any land owned by the town in the vicinity of the same, or upon any highway adjacent or leading to, over or across the same; provided, however, that said commission, or the said committee on the South shore, may exempt inhabitants of said town from the payment of any or all of said fees.

Sec. 6. Said commission, or said committee on the South shore, as the case may be, shall direct the expenditure of all moneys appropriated by said town for carrying out the aforesaid provisions; shall cause to be kept proper accounts of all income received and all expenditures made in accordance with this act; shall transfer and pay over to the town treasurer of the town of Little Compton all such income received; and shall certify all accounts payable, incurred hereunder, to said town treasurer for payment when approved.

Sec. 7. No rights of the inhabitants of said town, as such inhabitants, in or pertaining to any of said public beaches or commons shall be destroyed or substantially impaired by this act or by any action of said town council hereunder, though the exercise of any such rights may be regulated or reasonably restricted under this act so as to secure the most equitable enjoyment of such rights by said inhabitants and to protect such public beaches and commons from damage.

Sec. 8. This act shall take effect upon its passage.