

Meeting



Notice

GENERAL MEETING
Tuesday, May 13
8 P.M. Novaks

Agenda:

1. By-Law Amendment: A modification of the Waiver of Consensus provision, (Article Fifth, Section 5 of the by-laws) was discussed and informally developed at the General Meeting of April 28 substantially as follows:
If a proposal for consensus is opposed by no more than 10% of the membership at a general meeting of the membership and/or during the subsequent ratification period, the following sequence of events may take place:
 - a) The proposal is placed on the agenda of the next general meeting, called with reasonable promptness.
 - b) This procedure is repeated for two more meetings.*
 - c) If at the end of the ratification period following the third meeting not more than 10% of the membership has recorded objections, the proposal is adopted.*The above is subject to the following qualifications:
 - a) If at any meeting and/or subsequent ratification period, consensus is obtained the proposal is adopted and the action ceases.
 - b) If at any meeting and/or subsequent ratification period, more than 10% of the membership objects to the proposal, it is withdrawn.
2. Wales House Plans
3. Japanese Beetles: Bids received for the control of Japanese beetles will be reported by Nettie Shensky and authority to appropriate the necessary money from the revolving working capital fund will be asked. Highest bid so far, \$200.00, lowest \$48.00.
4. Common Land: If time permits, suggestions will be welcomed on the subject: "Where do we go from here?"

THE CONSENSUS

VOL. XII, NO. 1

May 18, 1958

May 13 Meetings

Report by Nettie Shansky, Clerk

Present: Kal and Nell Novak, John Harris, Lyman Allen, Ranny and Ann Gras, Lang Wales, Ted Polumbaum, Dave Ritson, Vera Smulowicz, Nancy Rawson, Joan Swanson, Homer Eckhardt, Sophie Loewenstein, Nettie Shansky, Stuart Grover, Ed Healy.

Announcements: Corporate Tools and other equipment (except chain saw) should be delivered to the Meyer's house so they may be found when needed.

Further Common Land Letters will be published in The Consensus as they are delivered to the Editor. (Ruth Wales)

Snow Plowing bill has been paid minus adjustment for overcharge and road damage; bill was \$276.00, payment \$136.00. There has been no reply as yet.

Road Shoulders: raking, liming, and seeding is virtually complete, a few spots where owners are still grading or repairs must be made. Also a few thin spots and several areas where leaves should be raked off.

Playground Improvement: Last Sunday volunteers (Dave Shansky, Lang Wales, and Kal Novak) removed some LARGE (i.e., heavy) boulders from beneath the swings on Lot 21 and filled the holes with a softer substitute. Also the heavy wooden seats were replaced with canvas slings, which may not be quite so comfortable when sat upon, but are much more so when hit by.

Wales' House Plans were submitted and approved.

Report: Japanese Beetle Control: Nettie Shansky found that both the present (A. Brooks) and former (R. Ralston) tree wardens concurred in saying that the town of Lincoln assumes no responsibility for Japanese Beetle control. An inquiry directed to an abutting neighbor (Sherman Davis) indicated that he had never observed beetles on his property and suggested it would be "right neighborly" if we would get ours under control. The following three bids were submitted for grub proofing of the road shoulders:

\$49.00 from Mead, Bedford, Mass.

\$75.00 from Hartney, Dedham, Mass.

\$200.00 from Brine, Bedford, Mass.

The first two bidders will use chlor-dane, the high bidder prefers dieldrin.

The discussion that followed this report indicated that the \$48.00 was unreasonably low, hence Mr. Mead's ability to perform on his guarantee is questionable. Agreement was fairly general that the \$75.00 bid was probably the most reasonable. The question was raised as to whether chloradane would destroy the new seedlings. It was suggested that competent authority should be consulted to determine a) whether or not chloradane had a deleterious effect, and if so, b) was there a harmless (to seedlings, not grubs) substitute. It was

AGREED: To authorize the executive committee, upon the advice of competent authority, to spend an amount not to exceed \$200 to grub proof the road shoulders, providing the pesticide used is both effective against grubs and harmless to seedlings. It is understood that this appropriation is valid only for the current season.

Modification of Consensus: The proceedings of the previous general meeting concerning the modification of consensus were outlined. The modification a) supplements the existing waiver of consensus outlined in our bylaws, b) permits the subject under discussion to be continued if opposition registered to the proposition does not exceed 10%; c) if opposition exceeds 10%, the subject under discussion is defeated; d) if fewer than 10% object, the names of those objecting shall be listed in The Consensus published three days following the meeting; if after the 7 day ratification period, fewer than 10% are in opposition, the published agenda for the following meeting will carry as part of the regular order of business a statement of the proposition together with the names of those registering opposition; e) if after the third meeting fewer than 10% still object, the issue under discussion shall be considered resolved in the affirmative.

The opinion was expressed that the new waiver of consensus would, if accepted, encourage a better level of solutions. The time allowed for the suggested procedure is sufficiently unhurried so that due deliberation may be given to an opposing viewpoint; those in opposition will find it necessary to make their viewpoints known to others since they must gain the support of others if they expect the measure to be defeated. They will be able no longer to unilaterally voice an objection and defeat the issue under discussion.

It was recognized by some that the inclusion of a post facto clause would result in a difficult situation but one which could be resolved by defining those specific topics for which it would be necessary to utilize the old procedure in the event the group wished to reconsider the past decision. "We do not have to look through the past issues of Consensus for all the specific agreements. There are possibly five areas of contention and these can be defined." It was suggested that something which may not be important now and which has already been voted on may assume much greater importance five years from now and hence would not

be included under the protection of the Grandfather Clause; in rebuttal the opinion was advanced that if something is not important to an individual now, it is reasonable to assume it would not become more important five years from now.

At this point, it was felt that ^{there should be} a clear understanding that the intent of the proposed waiver of consensus is not to encourage resurrections of issues which have been defeated or compromised on under the previous rule of consensus.

Trepidation was voiced as to whether or not this new waiver of consensus would tend to jeopardize a) the economic strength of a member family, b) the freedom of the family to spend his own money as he desired; and that this technique represented a rule by 90% rather than a true consensus.

To allay the qualms of an individual who felt that the new technique might be used to overextend himself economically, the following arguments were presented. In a relatively homogeneous group such as our own, if any one member family thinks that a particular proposition imposes a financial hardship on it, it would surely find other families who would be similarly imposed upon and would thus find no difficulty in securing adequate support in negating the proposition. The group, it was felt, could be entrusted not to ride roughshod over the feelings of a minority to the extent of forcing an economic hardship upon it. In spite of these arguments some safeguards were still felt to be necessary because it was felt that the individual's basic concern and responsibility should be directed primarily to his own family first rather than to Brown's Wood. One should not put himself in a position where he is forced to obligate himself beyond his means to B.W. An expression of an opposing viewpoint suggested that perhaps we should be prepared to make some sacrifice to group action because we are all in essence obligated to one another since we have gained so much already as a result of our membership in the group.

In an attempt to avoid levies which might tend to injure the minority, the following safeguards were developed: a) Assessments in excess of the maximum legal assessment per budget period (\$50) are to be subscribed to on a voluntary basis. This was deemed inadequate because it was held that social pressure would force the contribution in excess of the \$50. in spite of the opposition of the families in question. b) The regular assessment could exceed \$50 when required, but agreement for the excess would have to be obtained in the normal manner. It was also submitted that if an occasion arose requiring a special assessment to prosecute a particular project, a sub-group would probably be formed to assume the financial burden thus generated (assuming of course that the group is in agreement with the aims of the sub-group). It was agreed by those present that the new waiver of consensus procedure shall not be applicable to either the increasing of the regular assessment above the \$50 legal maximum or levying special assessments.

Some feeling of discomfort was reiterated over the new found ability of the group to over-ride the "Individual", e.g. the new waiver of consensus becomes as a practical matter a 90% rule. It was pointed out that the group has evolved to the point where it finds agreement on specific items extremely difficult in contrast to the "relative ease" with which it achieved agreement when it was concerned with the broad areas of understanding we were faced with when the group was young. Since we are now at a juncture where we are preoccupied with specific projects, it is the greater justice if 90% of the group achieve fulfillment of their positive desires rather than having the 90% frustrated by what is perhaps a willful 10%.

Those present returned to a consideration of the necessity for a Grandfather Clause. "Was such a clause either desirable or practical?" "Was this a 'peace at any price' move?" "Is this double standard deleterious?" "Was it just to provide discriminatory protection for some, but not for others by defining exempt areas?" It was stated with some positive assurance by at least one family present that a Grandfather Clause was felt to be an essential part of the new waiver technique and that further discussion of the necessity for including a Grandfather Clause was meaningless. To implement the Grandfather Clause, it was suggested that member families during some reasonable interval of time yet to be defined, submit for publication those items which they deem subjects for blanketing by a Grandfather Clause.

Finally, in order to prevent the further dilution of the "rights" of the minority, it was recognized that this new waiver of consensus technique should not be used to decrease the number of people required for a governing vote. The executive committee was directed to rephrase the waiver of consensus modification thus far developed in such a manner that the process would be clearly defined.

The remainder of the meeting concerned itself with a discussion regarding the immediate future of the common land. The use of the common land was discussed briefly and led to assertions that the common land should be used by sub-groups providing the land was not defaced or that the character of the land would not be altered without prior group approval.

An "impassioned plea" was made to be reasonable about allowing a given committee to exercise a normal amount of discretion in making equipment purchases and otherwise disposing of reasonably small sums of money as the committee judged fit and proper. The repeated argument about money dribbling away was again brought in as a rebuttal to this plea.

An accusation of excessive sniping by some members against volunteers members of committees brought forth the suggestion that a well balanced committee should ideally consist of representative groupings of all factors both interested and opposed. Such a grouping would tend to develop plans which were non-controversial. If those in opposition find it necessary to refuse committee membership, then those people on the

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committee should hold it part of their responsibility to seek out divergent viewpoints and assimilate them into their own and hopefully come up with a plan pleasing to all and offensive to none.

Adjournments Officially at 10:30 P.M.

Executive Committee Notes:

Safety Officer: It was suggested to the Executive Committee that some person or committee be given the responsibility of eliminating hazardous situations (such as rocks under swings, cans of creosote, neglected fires, poison ivy). The Committee concluded that a "Safety Committee" would end up snooping around and generally infringing on you know what. It was suggested and agreed that one of the corporate officers be named Safety Officer, that members should notify him of anything requiring safety measures, whereupon he would see that appropriate action was taken.

Stuart Grover, Secretary, was forthwith appointed said Safety Officer.

A Fire Extinguisher was immediately suggested, and purchase of one will be considered at the next general meeting.

Wanted: Spare Concrete: A form for making drop inlet covers (3 large and 1 narrow at a time) has been built. The idea is to "plant" it where it can be filled by any concrete trucks that may be on hand. The first opportunity is the Grovers' shed. Who's next? The thing holds 6 cubic feet of concrete for which B.W. will pay.

Japanese Beetle Control was investigated, several sources being consulted; one or two users of Chlordane declared it safe under any conditions, others considered it safe if used in proper solution on grass that had grown to 1½ inches or so, one suggested making a trial to see. (By "safe" is meant harmless to grass.) Apparently the grubs will be vulnerable until early July, so it was decided to do a test spraying on some half established grass, and if results are satisfactory, to have all the shoulders sprayed in about three weeks. It also appears that dieldrin has no advantage over Chlordane, so one of the two lower prices will probably apply rather than the \$200 bid.

* * * * *

Fire! In at least three instances, brush fires supposedly put out of commission at night have been discovered still smoldering, or worse, the next morning. Given drier conditions or a wind picking up,

these could have spread and done considerable damage before being discovered.

Before a fire is left alone, embers should be both raked apart and soaked with water. "Remember, some day, the house you save may be your own."

* * * * *

Good News! In case you haven't heard, Caleb Morgan weighed in on Tuesday, May 6 at 8 lbs. 1 oz. All the Morgans are very happy about the whole thing. The young man is at home now and can see visitors by appointment.

New Neighbors to be, in the Swanson house, are the Thomas Gold family. He is a radio astronomer from Cambridge, England now a professor at Harvard. Dr. Gold is co-author (with Fred Hoyle) of the continuous creation of matter theory. There are two girls in the family, one 9 and one 4 years old. Sounds like a highly desirable addition to B.W.

Minor Correction for those of you who file The Consensus, the last edition was correctly numbered No. 10 on the first page, incorrectly numbered No. 9 on subsequent pages. Sorry.

C L A S S I F I E D

Lost: (or at any rate misplaced) 1955 Edition of Timesaver Standards (a book of architectural details). Is this by any chance hiding in your bookshelf? Nyns Blumbaum would like it returned, please.

For Sale: In one week, preferably to non-BW members, for \$10 each, friendly, lively, healthy, beautifully marked puppies. Accustomed to tail pulling and choking and other demonstrations of affection. One long haired, husky type, others apparently short haired, German shepherd type. Used to outdoor living. Gras, Cl-9-9614

COMMON LAND COMMENTARY #2

Art Swanson: My feelings regarding the development of common land facilities can be summed up as discrete points.

1.) Sell Lot #8. This land is beautifully suited for a house lot, but offers very little for common land that is not extant on #21. There is insufficient area for a ballfield (even if we could agree to clearing it), and a pool location has been agreed to on #21 already. If the group agrees that such a sale would diminish the common land area too greatly, then purchase an adjacent piece of land; but, for heavens sake, get a different type of property, e.g. a sunny, level, open field. We are overstocked with land where kids can camp out, climb trees, invade the woodchucks' privacy, etc. What we really need is an open area for a pool, ballfield(?), ice skating, landscape painting, etc.

2.) Modify our official method of taking group action. (This point goes beyond consideration of common land.) It has become increasingly apparent that one or two individuals can and do block actions that everyone else favors. This has led to hard feelings on the part of many people. I do not think for a minute that so large a group can take actions without ever annoying someone, but I believe that the minority should give way in such cases. The minority group in BW has never shown any willingness to modify its position; therefore I feel that we should switch to a parliamentary type of operation. This change would pave the way for group actions on common land and other matters. (Ed. Note: Art further explained in a phone conversation that he favored majority rule rather than the present 90% proposal.)

3.) Adopt the policy of setting up a committee and delegating to it the responsibility of making purchases, scheduling work, etc. I feel we have unnecessarily wasted a lot of time by demanding that every small facet of common land development be talked to death in a general meeting. I feel that an amount of money necessary to do some immediate improvements should be made available to the Playground Committee (with the stipulation that it be spent on Lot #21) and that it be given authority to spend it as it sees fit.

4.) Begin the improvements immediately -- practically everybody in BW has stated that something should be done right away. The group can now afford several hundred dollars; also there are several jobs that must be done before we can make effective use of the existing facilities, i.e., clearing brush, providing easy access to the facilities, picnic equipment such as a good bench and table, etc. These improvements could be made immediately without interfering with the activities of the "Master-Plan" group as they would not permanently alter the character or physical features of the land.

5.) A survey should be made to determine what type of facilities the group really wants on the common land in the immediate future. In the past there was much talk of sand boxes and other types of equipment which

are used only by small kids (2-4 yrs. old). It seems to me that this is unwise because no small child is going to use them unless the parents are there, and the parents won't be there unless they have some facilities for their own use i. e., pool or tennis court. Also, it appears that many of the families are setting up playyards of their own for the tots -- a very natural thing to do.

My personal feeling is that the common land should be slanted to the interests of adults and children over 5 yrs. old.

6.) Start a detailed study of BW's financial possibilities so that we can set some target dates for the construction of a pool, tennis court, and any other moderately expensive facility that the group demands. This should include practical plans for debit financing, admitting non-BW people, and any other schemes for getting enough money for our longer range plans.

Let me emphasize that the studies mentioned in 5) and 6) above should not hold up making some immediate improvements on Lot 21 so as to make it really useful.

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Editors Note: Can it be that no one on lower Laurel Drive has any ideas, opinions, or comments on Common Land?

Meeting



Notice

GENERAL MEETING

Monday - June 23

Smulewicz - 8 pm

AGENDA:

1. Announcements and Reports
2. Fire Extinguisher: The one we owned, a 5-gal, carry-on-the-back type, was stolen about 2 yrs. ago. An appropriation of \$30. will be asked for purchase of a similar new one.
3. Bylaw Amendment (waiver of consensus): A final wording of the proposed amendment, based upon the discussion of the last meeting, will be offered for acceptance.
4. Common Land: The subject will be opened to suggestions for finding a new and broader basis for group agreement and action. The exec. comm. feels that a revitalized common land committee is a key requisite to the successful pursuit of a solution. Members who would be willing to assume this leadership are invited to speak up at the meeting.

Consensus Modification: The following draft of a by-laws amendment has been prepared at the direction of the Executive Committee. Members are requested to read the draft and appear at the June 3 meeting prepared to discuss both the substance and the form of the proposed amendment.

DRAFT AMENDMENT DRAFT

ARTICLE TWELVE

MODIFIED WAIVER OF CONSENSUS

Section 1. Application. This article supplements but does not supersede Article Fifth, Sections 5 and 6 of these By-Laws. The procedure set forth in Section 2 hereof may be followed in the consideration of any proposal not excepted by the provisions of Section 3 hereof.

Nothing in this article shall be construed in such a way as to prevent any proposal which has received consensus according to the provisions of Article Fifth Section 5 from having immediate full force and effect of adoption nor to require continuance of the procedure set forth in Section 2 hereof applied to such a proposal.

Section 2. Procedure.

A. If any proposal not excepted from the provisions of this amendment by Section 3 hereof is discussed with a view to obtaining consensus at any duly called meeting and objections are registered but by not more than ten per cent of the members the proposal shall be published in the report of the meeting preceded by the words, "Tentative Agreement, First Publication," and the names of those having registered objections and not subsequently withdrawn them shall be listed.

B. If (1) at the end of the seven day period following publication of the proposal the number of those having registered and not subsequently withdrawn objections is not more than ten per cent of the number of members, or if (2) at the end of the seven day period following publication in the

DRAFT AMENDMENT (CONT.)

report of a meeting of a consensus agreement to a proposal not excepted from the provisions of this article by Section 3 hereof objections have been registered and not subsequently withdrawn but by not more than ten per cent of the members the proposal shall be placed upon the agenda of the next meeting to be called following expiration of said seven day period. In the notice of the meeting the proposal shall be stated preceded by the words, "Tentative Agreement, Second Consideration," and the names of those having registered and not subsequently withdrawn objections since the last presentation of the proposal at a meeting shall be listed.

C. If at the second meeting at which the proposal is considered no objections are registered or objections are registered but by not more than ten percent of the members the proposal shall be published as provided in Paragraph A above except that the words preceding statement of the proposal shall be "Tentative Agreement, Second Publication."

D. If at the end of the seven day period following publication objections have been registered but the number of those having registered objections and not subsequently withdrawn them is not more than ten per cent of the number of members the proposal shall be placed upon the agenda of the next meeting to be called following expiration of said seven day period. The statement of the proposal shall appear in the notice of the meeting as provided in Paragraph B above except that the words preceding the statement shall be "Tentative Agreement, Third Consideration."

E. If at the third meeting at which the proposal is considered the conditions of Paragraph C above obtain the proposal shall be published as provided in Paragraph A above except that the words preceding statement of the proposal shall be "Tentative Agreement, Third Publication."

DRAFT AMENDMENT (CONT.)

F. If at the end of the seven day period following publication of the proposal the number of those having registered and not subsequently withdrawn objections since the last presentation of the proposal at a meeting is not more than ten per cent of the number of members the proposal shall be deemed to have been adopted.

Section 3. Exceptions. The provisions of this amendment shall not be applicable to the consideration of any of the following questions:

1. Amendment of the By-Laws of the Corporation.
2. Levying of any special assessment.
3. Levying of any regular assessment in excess of fifty dollars in any six month period.
4. and ff. (The grandfather clauses would appear here.)

THE CONSENSUS

VOL. XII, No. 3

June 10, 1953

General Meeting, June 3; at the Smulowicz's

Report by N. Shansky, Clerk

Present: Ann and Ranny Gras, Lang Wales, Paul Loewenstein, Vera and Bob Smulowicz, Kal Novak, Ted, Polumbaum, Nancy and Lyman Allen, Jaques Hill and Nettie Shansky.

Reports:

Play-house: A large wooden overseas packing crate, offered to B.W. by our soon-to-be neighbor, Prof. Gold, was hurriedly acquired without waiting for Consensus because other groups had expressed an interest in having it. Volunteers (R. Gras, B. Wales, E. Healy, D. Shansky, H. Eckhardt) moved the crate to lot 21 where it was located in what seemed a reasonable spot to those present. Dangerous nails were removed and the box was provided with a temporary foundation of concrete blocks contributed by Kramer and Wales. The crate will make a spacious children's playhouse. Volunteers are needed to provide it with a door, some windows, roofing, and a better foundation, as well as an outside treatment with some of the creosote B.W. possesses in substantial quantities.

Drop-Inlet Covers: A form for making four drop inlet covers at a time has been made by Lang Wales. Anyone having concrete poured in the immediate future is asked to notify Lang in time to move the form to the spot and take advantage of excess concrete (which B.W. will buy). Three sets of covers probably will be needed. Materials for the form and reinforcing rods for two sets of covers cost \$32.20.

Japanese Beetle Control: Ann Gras consulted the Mass. Field Station about the bids B.W. had received. M.F.S. opined that the bid submitted by Mead Bros. (\$48.00) was indeed reasonable. We shall probably use Mead Bros. provided that the concentration of Chlordane they use will not damage the grass.

Rats?: Two boys had cleaned 20 catch basins at about \$1.00 each before sighting (they say) rats. Exterminators estimated \$30 and \$50 to rid us of the rodents. Another doubted that we had any to exterminate. B.W. is presently assuming that we have chipmunks or something, and looking for a new pair of catch basin cleaners.

Waiver of Consensus:

Procedures for objections: The Executive Committee felt inadequately advised about the exact mechanism for registering and recording objections. Does an objection, once registered, automatically stand through successive meetings and ratification periods, or does it have

to be reiterated after each consideration of a proposal? In support of automatic reaffirmation, one member suggested that since the wording of a proposal must be precisely the same at each meeting, an objection should remain recorded until withdrawn.... On the other hand, a positive reaffirmation of an objection forces a continuous review of an objector's own position, and provides a means of preventing forgetfulness from impeding progress.... A repeated objection is necessary for an accurate tally. The contemplated procedure kills a proposal if five or more objections are recorded by the end of the seven day ratification period. If some objectors cease to object but forget to say so, the proposal could be lost solely through oversight.... Regardless of the tally, the proposal should be carried over to the second meeting, so that a new count could be taken (proxy objections are admissible).... This suggestion could be simplified by designating one individual to contact the objectors for a recount before a proposal is killed. Would objectors continue to voice their objections in absentia, or would the new technique tend to make objectors attend meetings to receive the benefit of a full hearing and to recruit support?... A weak objector would probably not attend the meeting and therefore would not gain support; a strong objector probably would attend meetings and could influence others by the logic and intensity of his arguments.

Discussion: Fears that the new technique would tend to stifle discussion and that some items were voiced. It was noted that the new waiver would be employed only after discussion had resulted in wording a proposal which had a high degree of support. Trying to push a proposal through when one is aware of more than 10% opposition is foolhardy. It is important to realize that the prime mode of operation of our corporation is still consensus (for the greater majority of the propositions we consider, this is far and away the most rapid, and the most expedient procedure, and the one which results in maximum intra-group harmony), and that the new waiver is not standard operating procedure. It is not automatic but must be specifically requested by one or more members before it becomes effective.

A-Preamble was suggested to define the purpose of the new procedures: the technique will be used to enable 90% or more to act on non-important items of business. Strong opposition to a preamble was expressed; it has no legal meaning and might confuse people in the future. The non-major item of business phrase was specifically opposed because any attempt to curb or accelerate action by labeling something a major or non-major item would cause controversy.

Grandfather Clause: Members are asked to phrase specific statements for inclusion since the grandfather clause must be accepted adopted with the rest of the waiver of consensus form. Items will be accepted through the meeting that a final form is adopted.

June 10, 1958

The Safety Committee asked for a \$30 appropriation to purchase a fire extinguisher (replacing the one that was stolen).

Some doubted the advisability of B.W. again owning an extinguisher. It could not be accessible to all equally. If a fire started on a house lot, a garden hose would be better than a portable extinguisher. The common land areas are the major potential trouble spots. ... One opinion in favor of the purchase was that if the extinguisher was successfully employed only once, the cost of it was justified.... To safeguard common land barrels of water with burlap bag covers, placed on Lots 6 and 21, were suggested. (Wet burlap is reputed to be very effective in smothering fires.)..What size containers? Large barrels of water are a potential hazard for children, smaller pails are subject to theft and loss. ... The Safety Committee was directed to contact the Fire Department for specific advice and instruction.

Common Land discussion consumed the rest of the meeting.

Planning: Perhaps greater overall direction is needed to achieve an acceptable plan.... Past plans failed because of inadequate discussion rather than direction.... On the contrary, the last plan presented reflected extensive research, by means of questionnaires, discussion, etc. ... If this is true, then any new common land committee must go beyond what has been done in the past, to accomplish anything.... It was felt that no sensible plan can be made until we know the exact status of the Pond in the Valley. Ann and Ranny reported that Messrs. Davis, Dean, and

Browning have agreed to contribute the land (with Mr. Davis being the most enthusiastic supporter in the group). In the opinion of a soil conservation expert, the proposed location for the pond is a good one, and sufficient water exists to make the pond feasible. The proposed area, (10 acres) would have to be cleared thoroughly of roots, tree stumps, etc., and this portion of the job looks expensive. To obtain estimates of the cost of clearing the ten acres, a committee was formed, headed by Homer Eckhardt, and assisted by Paul Loewenstein and Lyman Allen. One member suggested that B.W. plan to buy land for a private beach if the pond development is carried out.

R.F.D. Lyman Allen questioned the mailman about delivering mail to driveway locations. The mailman answered that he would prefer this to the present arrangement and asked that we please petition the Post Office for home delivery. (The mailman may not be aware that our road is not yet accepted; the P.O. delivers only on town roads.)

Adjournment at 10:30 P.M.

New Member: Douglas Stuart Grover arrived Monday, May 26 weighing 7½ lbs., wearing a shock of black hair, and looking "all boy". Gummy says she is impressed with what a help friendly neighbors are when you need them. Douglas brings the total of B.W. boys to 21. (26 girls— getting closer!)

Summer neighbors: James A. McFadden, formerly of Purdue, now at Lincoln Lab, and family (boys 6 and 3) are renting the Ritson's house from June 9 to August 9.

Summer Address: The Ritsons can be reached by mail % Max Ritson, 77 Hillcrest Ct., Belsize Ave., N.W. 3, Hampstead, London, England.

Labor available: Our former catch-basin cleaners are interested in work of any sort (not involving rats). They are strong and hardworking, live in Morningside, have their own transportation, and charge \$1.25 an hour. They are:

Donald Gandolfo, Cl-9-9525

Bob Caras, Cl-9-8803

M.P.D. James Aiken questioned the mailman about delivering mail to drive-
way locations. The mailman answered that he would prefer this to
the present arrangement and asked that we please petition the Post
Office for home delivery. (The mailman may not be aware that our road is
not yet accepted; the P.O. delivers only on town roads.)

Attachment of 10:30 P.M.

Meeting



Notice

GENERAL MEETING

Tuesday July 1

Allen's 8 pm

Agenda:

1. Announcements and Reports

2. Amendment to By-Laws (waiver of consensus):- A further modified wording will be presented for approval; a copy of the new wording is attached. Notice that you have an opportunity to submit items to be specifically exempted from the amended waiver procedure -- grandfather clauses. If, as is hoped, the amendment is approved at this meeting, only the grandfather clauses at hand will be written into Sec. 4, Par. 4. They should be in writing and include a reference to the issue(s) of the Consensus in which they were discussed.

3. Open Forum:- The meeting will be opened to any subject brought up. Suggestions for items of business to be put on future agendas will be accepted.

NOTES on June 19 draft of THIRD AMENDMENT

Preamble: This should be considered separately from (and presumably after) the body of the amendment, but is included as it would appear in final form if accepted. At least two members feel that some statement of intent - or hope - is essential.

The arrangement of the items in the Amendment itself has been changed from the June 1 draft because the conditions of starting and stopping the procedure were found to be as important as the procedure itself, and therefor required special treatment.

Optional Initiation: At the June 3 meeting members felt the procedure should be optional rather than automatic or mandatory, but that request by one person would suffice. A time limit (30 days after failure of a proposal) was set so a member could not revive a long dead issue.

Sustained Objections: (See The Consensus, VOL. XII, No. 3, pp. 1 & 2). The only compromise between the inconvenience of repeatedly registering objections and the ambiguity of objections being considered valid until withdrawn seems to be: let it be up to the objectors to make sure the proposal isn't adopted by consensus (i. e. they reregister objections if it appears necessary), and let it be up to the Clerk to make sure the proposal isn't improperly defeated (i. e. the Clerk checks with objectors if they exceed 10% at counting time). Clear???

Modified Proposal: Admittedly the definition of a modified proposal as a "new" proposal will tend to discourage the very compromise at which the procedure is aimed, since members won't want to start all over again. However: a) This foreknowledge may encourage members to spend time formulating the best possible proposal before the procedure gets started; b) It would be technically possible to consider a similar proposal at the same time the procedure was continuing with the first proposal; c) If a proposal could be changed without starting over again, some members might object to the change but wouldn't have the full procedure time to prove their case; d) If you specify something like "substantially modified" members will spend hours arguing over the substantiality of any change. The wording finally used seemed the least evil.

Grandfather Clauses: (Section 4 d and ff.) Nobody has sent in anything yet to include here.

BY-LAW AMENDMENTS

ARTICLE THIRD

Limited Waiver of Consensus

The By-Laws of Brown's Wood, Incorporated are hereby amended in the belief that the proper function of individual opinion is rather to shape the action desired by the great majority than merely to permit or prevent such action, and that consideration of corporate matters should progress through a thorough and open discussion of differences to a logical solution of those differences.

The procedure set forth herein may be applied to all corporate decisions except those which because of duly recognized individual rights are exempted in Section 4 of this Article.

Section 1. Initiation. In the event that a specific proposal not excepted under Section 4 hereof is discussed at a duly held meeting with a view to achieving consensus as described in Article Fifth Section 4 of these By-Laws and said proposal fails to achieve consensus by reason of objections sustained either at said meeting or during the subsequent ratification period but objections are sustained by not more than 10% of the members, then the procedure for Limited Waiver of Consensus shall be initiated by the Clerk if so requested by any member subsequent to but within thirty (30) days of such failure. The initiating action shall consist of the publication within seven (7) days of request of the specific proposal in full together with the names of those sustaining objections and under the heading "Limited Agreement, First Publication".

Section 2. Termination. The procedure for Limited Waiver of Consensus shall continue until either

(a) The proposal is adopted according to the Limited Waiver of Consensus as described in Section 3 Paragraph (e) of this Article, or

(b) The Clerk confirms at a meeting or at the end of the subsequent ratification period that more than ten (10) per-cent of the members sustain objections to the proposal, in which case the proposal is defeated and the Clerk shall thereupon publish the names of those objecting, or

(c) The proposal is modified in which case it is deemed to be a new proposal, or

(d) Full consensus is achieved as described in Article Fifth Section 4 of these By-Laws.

July 20
June 19, 1958

Section 3. Procedure. This Section defines the actions necessary for the continuation of the procedure for Limited Waiver of Consensus to its termination as described in Paragraph 2 hereof, and assumes that none of the conditions (b) through (d) of Section 2 of this Article arise at any time throughout the procedure.

(a) Following the First Publication of the Limited Agreement as described in Section 1 of this Article the specific proposal shall be placed on the agenda of the next meeting to be called and the Secretary shall publish the proposal in full together with the names of those sustaining objections in the notice of said meeting under the heading "Limited Agreement, Second Consideration."

(b) Following the meeting referred to in (a) the report of that meeting shall include the proposal together with the names of those sustaining objections at the meeting under the heading "Limited Agreement, Second Publication", or if consensus is achieved at that meeting and objections are sustained during the subsequent ratification period then said publication shall be made within seven days after the end of said ratification period.

(c) Following the Second Publication of the Limited Agreement the proposal shall be placed on the agenda of the next meeting to be called and the Secretary shall publish the proposal in full together with the names of those sustaining objections in the notice of said meeting under the heading "Limited Agreement, Final Consideration".

(d) Following the meeting referred to in (c) the report of that meeting shall include the proposal in full together with the names of those sustaining objections at that meeting under the heading "Limited Agreement, Final Publication".

(e) If at the end of the ratification period following the report of the meeting referred to in (c) objections are still sustained but ~~still~~ by not more than 10% of the members then the proposal shall be deemed to have been adopted and the Clerk shall within seven (7) days publish the proposal in full together with the names of those sustaining objections under the heading "Limited Agreement Ratified".

Section 4. Exemptions. The procedure described in this Amendment shall not be applied to the consideration of any of the following:

(a) Amendment of the By-Laws of the Corporation

(b) Levying of Special Assessments

(c) Levying of any Regular Assessment in excess of \$50 in any Budget period

(d) and (ff.) ...The further exemptions agreed upon at the time of adopting this Amendment ...

General Meetings: July 1, at the Allens. Report by Nettie Shansky, Clerk

Present: Lang Wales, Nancy and Lyman Allen, Homer Eckhardt, Ed Healy, Paul Loewenstein, Gunny Grover, Neil Novak, Ed Rawson, and Nettie Shansky. (10)

Pond development information was reported by Homer Eckhardt. Homer's committee had been asked to make a realistic estimate of pond development costs so that B.W. could determine whether or not a pond is economically feasible. If a pond seemed unrealistic, B.W. would concentrate on a swimming pool.

Homer conferred with the three land owners involved. In contrast to previous reports, none appeared enthusiastic about the proposed development. Mr. Dean would make no clear statement, Mr. Davis wanted to wait and see what others would say, and Homer couldn't determine Mr. Browning's true feelings.

The U.S. Department of Agriculture Soil Conservation Service will design a pond without charge upon application by the land owners. The procedure for doing this is 1) Messrs. Dean, Davis and Browning must sign an application requesting pond design and which permits access to the property to do the necessary engineering work. (Execution of the application does not commit the owners to having any work done on their land.) 2) The signed application is then submitted to a town board (headed by Hans VanLeer) which determines whether or not this would be considered a bona fide (farm) project. If this board, which meets once a month, approves, the form is forwarded to the Soil Conservation office in Concord for action.

A call to Mr. Ritzer, head of this office, disclosed that their office is burdened with a backlog of approximately 6 weeks work, with priority given to more urgent work. If the USDA SCS undertakes the project, a complete survey of the site will be made, including topographic survey, test borings, and inspection of watershed and upstream brook. A complete design of dam and pond will then be prepared. The design will consist not only of all necessary drawings of site and dam, but also complete estimates of amounts of material to be removed.

There are two ways of getting the job done. 1) The SCS office hires contractors on an hourly basis and furnishes supervision (they maintain that they can estimate costs to within 10% and prefer this way of doing business.) 2) Owners can make separate arrangements with the contractor; here, the SCS experience has been that contractors add at least a 20% contingency allowance.

An attempt was made to get an estimate from one of the contractors suggested by Mr. Ritzer of the cost of clearing the ten acres. The estimate was not to include hauling away soil, importing sand or landscaping. The contractor declined to estimate, but to Homer's query he replied that "it will cost you at least \$10,000. The estimate on the dam and overflow pipe was \$2,500.

Discussions:

Who has prime legal responsibility in the event that damage, e.g. flooded basements, flooded farms, etc. result from the presence of the pond?

Will the bottom be mucky?— Not if we cut the pond down to a base of clay, gravel, or hard-pan.

Will the pond be too shallow?— Maximum estimated depth is 3 ft.

Who will police the area around the pond?

Can we restrict public use of the pond?— We can probably keep it private since it is not an already existing natural pond.

Should B.W. acquire pond frontage? — Two beaches are considered desirable, one for B.W. near the dam (maximum pond depth), the other for restricted use by other pond members.

Access to the pond? — One possibility is access, with the Gras' permission, along the boundary separating Gras and Van Rennes land to the stone wall separating Gras and Browning land, down along the wall to the pond area.

Does the pond represent the most desirable solution? — The entire spectrum of opinion was voiced. Some felt the pond infinitely superior to the pool, others felt precisely the opposite. Some were not enthusiastic about either and some would settle for anything.

Limited Waiver of Consensus Amendment: The draft amendment dated June 19 was read and discussed section by section. The text, including preamble, was accepted with minor changes in wording.

Three items in Section 4 had been included in all previous drafts. Any subjects of past consideration by B.W. I., whose reopening could be regarded as a threat to the welfare of any family could be added. (The effect of inclusion in Section 4 is not to prevent any consideration of the subjects, but only to prevent consideration under the Limited Waiver Procedure.) The place of "grandfather clauses" in the Brown's Wood By-laws was questioned. They represent a lack of faith in the fair-mindedness of other members of the community. Several times a person's right to object and to have his objections effective has been sustained by others who disagreed with the particular stand being taken. Can't we rely on this attitude rather than on "grandfather clauses"? No, because we know already that these protections are a condition of changing the by-laws for some members.

Two additional items were proposed and included:

"d) Placing a swimming pool on Lot 6.

e) Conversion of Lot 20 to common land."

One other topic was proposed as a grandfather clause, but after some discussion it was deferred for consideration as a separate consensus action.

Will this by-law modification result in additional legal fees? An objection was threatened if the by-laws could not be changed without paid legal assistance.

June 24, 1958

Stuart Grover, Secretary
Brown's Wood, Inc.

Dear Stuart:

The following is proposed for inclusion in Section 4
of the "Limited Waiver of Consensus" Amendment:

(d) Location of a swimming pool on Lot 6. (Reference:
The Consensus, Vol. III, No. 4, dated August 18, 1956, - and many
others about that time).

With the absence of further discussion, it was agreed

AGREED: That Article III, Limited Waiver of Consensus, including the two supplementary clauses to section 4, be adopted. This amendment is to be incorporated in the by-laws, and copies are to be distributed to the membership without expenses other than printing and mailing.

The amendment as approved at the meeting is included herewith.

Homer Eckhardt had presented members with a third grandfather clause which he hoped somehow to relate to a past consensus requiring B.W to drain adequately the road before offering the road to the town for acceptance, but as there already is a consensus on record involving offering the road to the town, it was felt that the best way protection could be afforded to the Eckhardts would be for us to agree to his grandfather clause as a new proposal. It was

AGREED: Prior to B.W.I. relinquishing title to the road, construction shall be completed by B.W.I. of a means for preventing any and all surface drainage water which is shed by the Laurel Drive right of way and roadway from flowing within 75 ft. of the main residential building on Lot #17 and from flowing within 2 ft. of the existing and proposed driveways. The above means shall be a means for conveying the water away from the areas of the above building and driveways and shall be easily inspected and kept free of obstructions. Any dirt within Lot #17 which is disturbed by this construction shall be smoothed and loamed and seeded in such a manner as not to present an "eyesore".

In view of the fact that a similar drainage problem exists on Lot #19, it was

AGREED: That prior to B.W.I. relinquishing title to the road, construction shall be completed by B.W.I. of a means to prevent drainage from flowing off the surface or side of the section of Meccasin Hill uphill of the driveway.

Home delivery of mail can be obtained by the following procedure, as outlined by Lyman Allen (primary source of information, the local postoffice.)

- 1) A "writ by hand" petition signed by all interested adult residents; (failure to sign implies no home delivery wanted.)
- 2) Petition is presented to local post office.
- 3) They fill out a petition and forward same to Washington.
- 4) If the proposed increase in mail route exceeds 3/10 of a mile (which ours does), an inspector is sent down to inspect the route and reach a decision since increased mileage for the mailman places him in a new wage bracket. (This is why the mailman is eager for us to have home delivery.)
- 5) If approved, home delivery follows.

Meeting adjourned: 10:30 P.M.

July 30, 1958

BY-LAW AMENDMENTS

ARTICLE THIRD

Limited Waiver of Consensus

The By-Laws of Brown's Wood, Incorporated are hereby amended in the belief that the proper function of individual opinion is rather to shape the action desired by the great majority than merely to permit or prevent such action, and that consideration of corporate matters should progress through a thorough and open discussion of differences to a logical solution of those differences.

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(d) Full consensus is achieved as described in Article Fifth Section 4 of these By-Laws.

BY-LAW / AMENDMENTS
ARTICLE THIRD

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BY-LAW AMENDMENTS
ARTICLE THIRD

- (b) Levying of Special Assessments
- (c) Levying of any Regular Assessment in excess of \$50 in any Budget period
- (d) Placing a swimming pool on Lot #8.
- (e) Conversion of Lot 20 to common land.

Meeting with Sharlie Fitts and Howard Snelling, Town Engineer, Saturday
August 23, ^{16. 1958} Ranny, Ann, and Lang for BWI.

Mr McClennen had been consulted on the present position of the town on the acceptability of the road. He said that as far as the Planning Board was concerned, the position stated in his letter of last January still stood. Namely, that repair of the surface, correction of drainage at the Weston Road end, change of grade to prevent puddle at Conant Rd. He added that he could not speak for the acceptability of the road other than its conformity with planning board requirements. We should consult with the selectmen to determine its acceptability in other respects.

Mssrs. Fitts and Snelling were mainly concerned with ~~West~~ Moccasin Hill drainage, although as will appear, they did have some comments on other parts of the road.

Because of the extensive bank erosion and drop inlet silting, they felt that we should use paved berms to confine surface water to the roadway until it could be run into drop inlets. The excess dry well capacity at the foot of Moccasin Hill should be put to work by connecting it to the ~~the~~ two drop inlets next uphill on the Lot 19 side with 12" pipe. This will permit connection of our drainage system with the Weston Road drain when that is built.

Drop inlets were the subject of considerable discussion. Mr. Fitts feels that the tops are too high. ~~from~~ They present a snow plowing hazard and a liability to damage to automobiles. Our guard posts are not adequate for the town's protection, ~~and~~ Most drop inlet covers should be lowered by one half course of blocks.

Satisfactory surface repair will require hole patching followed by a coat of oil and sand. The town would then ~~be able to~~ put a "mix-in-place" pavement on in a few years.

The hydrant on the Lot 4 section of Laurel Drive is behind a drop inlet. connection of a pumper suction hose would be difficult. The hydrant should be nearer the street, ~~or the drop inlet lower~~ or moved to a point where the drop inlet would not interfere with connection. It is not clear whether moving the hydrant is a condition of road acceptability.

Snelling ~~felt that~~ and Fitts felt that our road had stood up well for the most part. (Better than Acorn Lane) ~~Their concern for~~ Maintainability, and safety are their main concerns. If an overflow drain is to be allowed

to flow over any lot, a drainage easement must be obtained from the owner.

Action required:

1. Draw up new repair specs. Get bids.
2. Hold Brown's Wood meeting, authorize work.
3. Write Town, copy to planning board. State that we understand that the following action will render the road acceptable.
4. Contract for the work.
5. Petition for acceptance.

A STATUS REPORT ON BROWN'S WOOD ROAD REPAIR

The executive committee has been busy for several weeks sounding two problems: 1) what should be done to the road and how much will it cost; and 2) will the Town approve of the restoration when the road comes up for acceptance. There are two parts to the repair job, both of which have just now received clear statements of Town opinion:

- 1) the road must be patched and oiled
- 2) the drainage system must be modified so that Moccasin Hill, from the intersection down to Weston Road, will handle the run-off; so that no puddle forms at the intersection of Laurel Dr. and Conant Rd.; and so that certain catch basins (the exact ones not as yet specified) are lowered to make the covers more or less flush with the ground to reduce the danger of snow plow damage.

These opinions of the Town, expressed cumulatively by Messrs. Fitts, Maher, Snelling, and McClellan, came rather unexpectedly after several contractors had been invited to bid on simple road patching and drainage correction according to our own specs. McClellan's letter to BW of January this year had pointed out the apparently uncontrolled run-off on Moccasin Hill, the puddle at Conant Rd., and the need for general "patching." The admonition to oil was new last weekend, as were the specific suggestions for improving the drainage system on Moccasin Hill. They went well beyond what we had offered as a remedy. Thus the bids we had received for road "patching" (\$350 and \$700) and drainage (\$300) were obsolete.

What the selectman (Fitts), the Superintendent of Streets (Maher), and the Town Engineer (Snelling) call for in a road surface and a drainage system is more than the planning board (McCledden, et al) requested in the January communication and during our consultations when the road system was originally laid before that board. The "approval" of the Board of Selectmen is prerequisite to town acceptance.

The drainage system the first three gentlemen are asking for is:

- 1) To relieve washouts and accumulation of silt: paved gutters on both sides of Moccasin Hill starting from just below our intersection to the last catch basins near Weston Rd.
- 2) To hurry the flow of water: drain pipe (10- or 12-inch dia.) from the catchbasin on the inside of the curve at the dip to the next catchbasin at Ritson's driveway and continuing on to the existing (but not visible) drywell approximately in back of the mail boxes.
- 3) To ease maintenance and increase safety: lowering of some catchbasin tops approximately one-half course of block; the exact basins to be lowered have not yet been specified; but the number is thought to be about half the total.

In addition, we understand that the Laurel Dr. - Conant Rd. puddle is to be eliminated by a new crown when the road surface is repaired.

The executive committee (plagued by enforced absences and vacations) will attempt to produce a suitable specification for road repair and drainage by 8/25 and try for bids within a week. A general meeting will be called for about 9/3 to hear the bids, get the full story, and approve an appropriation which will probably be substantial. If all goes well we may expect acceptance at a special town meeting, probably in December.

BROWN'S WOOD, INC.
Moccasin Hill
So. Lincoln, Mass.

Sold to:
Snelling, Hilton, and Associates
So. Lincoln, Mass.

One Sokkisha Transit, complete
w/ case, tripod and tools

Payment received--\$300.00--September 20, 1958

By: *Kalman Novak*
Kalman Novak, Treasurer

Meeting



Notice

TUESDAY

SEPTEMBER 30

HEALY'S

8 PM

1. General Announcements and Reports
2. Report on road acceptance program.

(The Executive Committee has spent considerable time trying to determine the extent of work necessary for reasonable assurance of town acceptance of the road. It appears that an estimate previously published should now be revised upward, but it would still be only an estimate. The committee hopes eventually to offer the corporation a clearcut choice between

a) putting the road into condition for reasonable maintenance as a private road, at a cost of \$ _____, and

b) doing whatever work is absolutely necessary to obtain favorable recommendations from the authorities on whose advice the Town Meeting voters will rely, at a cost of \$ _____.

It is not probable that such a choice may be offered on the 30th., but whatever information is available will be given.)

3. Adoption of a BUDGET.

(The Executive Committee will publish its proposed Budget prior to the meeting.)

PROPOSED BUDGET

OCTOBER 1958 - APRIL 1959

Development Fund	\$ 158.51
Taxes	_____
Administrative Expenses	25.00
Insurance	_____
Sums due by Adjudgment	_____
Professional Services	_____
Tool Maintenance	25.00
Road Maintenance	_____
Plowing if necessary	300.00
Repair	2,017.79
Certificates of Indebtedness	_____
Restoration of Contingency Account	500.00
Working Capital Fund	570.00

TOTAL BUDGET	3,296.30
ASSETTS AVAILABLE (see report below)	2,246.30

TO BE RAISED BY ASSESSMENT (\$50 @)	1,050.00

(Note: The sum of \$2,017.79 is the largest amount that could be budgeted for road repair without prior consensus agreement. Road acceptance will probably require a considerably larger expenditure.)

.....
 Statement of Income and Expenses April 1, 1958 - Sept. 20, 1958

Cash on hand, Harvard Trust Co., April 1, 1958	\$1059.64
Received from members, @ assessments	\$850.00
Received from sale of transit	300.00
Check to Melone (snow plowing) voided	150.00

Total	1300.00
	2359.64

Less:	
Snow plowing (less damages)	136.00
Road development (grass seed)	26.49
Maintenance	90.61
Administrative Expenses	20.24
Real Estate taxes	60.00
Insurance	40.00

Net balance on hand, September 20, 1958	373.34
	1986.30

<u>Other Assets:</u>	
Cash held in escrow, County Bank and Trust Co.	1020.50
Assessments receivable	260.00
Total Assets	3266.80
Minus Escrow	1020.50

TOTAL AVAILABLE ASSETTS	2246.30

THE CONSENSUS

VOL. XII No. 6

October 11, 1958

General Meeting, September 30, 1958 at the Healy's Report by N. Shansky

Present: Ed and Helen Healy, Paul Loewenstein, Ann Gras, Homer Eckhardt, Carol Meyer, Nyna Polubann, John Harris, Molly Morgan, Nancy Rawson, David Ritson, Nettie Shansky.

Announcement: Please clean spreader after use!

Pond: Committee members met with Mr. Dean. He expressed the following opinions about the proposed pond:

- a) He liked the pond, but didn't know if its presence would increase the value of his land.
- b) He didn't want the U.S. Dep't. of Agriculture coming in to do what he termed a private survey, but would not object to our hiring private engineers.
- c) He didn't think it was wise for the pond to be on land owned jointly by the three land owners in question.
- d) He would sell his land for \$3,000 an acre and suggested that we purchase all his land between BW and Conant Rd!

Road Repair: What does the town want us to do to put the road in acceptable condition? Scheduled meetings with town officials resulted in the following recommendations:

- a) Resurfacing of the road is a necessity.
- b) A drywell might be needed at the dip in lower Moccasin Hill. (Mr. Fitts thought that the drywell near the Risson's driveway was sufficient).
- c) Install concrete pipe to conduct water from the second drop inlet (adjacent to Smulowicz' driveway) to the drywell, and paved gutters the same distance.
- d) Lowering of most drop inlet covers. Their present height makes them a potential hazard.

The Board of Selectmen suggested that we confer with Mr. Hilton, (Mr. Snelling's associate who has had experience with drainage systems), with regard to our drainage system. Mr. Hilton's additional recommendations, heard through Mr. Snelling, were:

- a) Install 12" concrete pipe from Loewenstein's lot to the intersection of Laurel Drive and Moccasin Hill down Moccasin Hill to the previously mentioned drywell.
- b) Paved gutters the same distance. (Flannery gave Stuart a price of \$2 per ft. for the pipe, and \$2 per (road) foot for gutters. Extension to Loewenstein a point thus add considerable expense.)

Supplementary recommendations from Mr. McClennan:

- a) Paved gutters throughout system where grade is more than 2% (70% of road).
- b) Removal of a tree near Weston Rd.
- c) 3" of loam and thorough seeding on "all unpaved areas".
- d) Possibility of requiring us to change the inlet covers to grate type. (Completely unreasonable since the present covers were originally acceptable to the town).

For the obviously necessary patching and diling, Flannery has bid \$3,100. 12" pipe and gutters on Moccasin Hill would add \$2,000. Hilton's and McClelland's suggestions would add a lot more.

Discussion: Are we willing to spend the required money for road repair and modification necessary to make the road acceptable to the town? No opposition was voiced.

Will the drainage system hold up? The town apparently has little faith in the system if their suggestions regarding modification are indicative of their views. However, the town did suggest that we engage a consulting engineer. Mr. Fitts said that if our consultant could sit down with them and satisfy them concerning new proposals, they would certainly recommend our road to the town for acceptance (when the work was done). Eight or ten engineers have since been approached, each had a negative view of the prospects of successful performance of the system over a number of years. It appears important that an engineer with infiltration drainage system experience must be consulted. Mr. Harlan Newton, (an attorney and town resident) was consulted (no fee basis) to determine our legal position. His advice: Mr. Fitts is fair; if we cooperate he will not require us to do anything unreasonable. He suggested that we contact the firm of Weston and Sampson, already known in Lincoln for the solution of the Smith School drainage problem. Mr. Bogren, of that firm, made a cursory inspection of the road, and his ideas offered more hope than others so far:

- a) He is open minded with regard to infiltration systems.
- b) Paved gutters would make it impossible to renew graves periodically so that water storage and conduction functions be fulfilled.
- c) The possibility of our using a pipe smaller than the recommended 12" pipe exists.
- d) He said in Woodridge in Wayland the water is collected in small batches and allowed to run onto private lots. We considered this at first but it would require easements so we didn't bother. It might be acceptable now in some stretches.

It was generally concluded that it was necessary to secure professional help. Funds for this purpose could come from the contingency account or could be considered a road repair bill. In either event, The Executive Committee is free to exercise its discretion. There was a general feeling that Mr. Bogren should seek a solution that would be acceptable to the town and to us. It was further specified that we should review his solution prior to his communicating it to the town. The alternative to this path would be for us to have the town tell us its requirements and then proceed to have the repairs and modifications made. Judging from the opinions reported above, this would be the more conservative and expensive approach. It was suggested that an attempt be made to secure Mr. Bogren's services on a fixed fee basis (his normal fee is \$75.00 per day, and \$35.00 per day for each engineering assistant), but this was decided against since Weston and Sampson is a reputable firm and these prices are reasonable, as consulting goes.

The appearance of the road shoulders is considerably improved when they are moved, as anyone can see by driving through. It was suggested that each family make an effort to maintain its frontage in this way.

Financing of Road Repairs The following solutions were proposed as possible answers to the problem of how to raise the necessary money for repairs:

- a) Assessment. Since the amount would be large, those who can pay will do so, the corporation would extend credit to those who cannot. The opinion was advanced that we can always agree to sell or mortgage a lot at some indefinite future time. Those opposed contended that nothing can compel members to pay the assessment. (Members can be compelled by law to pay. Ed.)
- b) Sell a lot.
- c) Mortgage a lot.

Opposition to mortgaging in favor of outright sale:

- a) Danger of loss of land in the event of default.
- b) Reduced ability to sell because of the existence of a mortgage.
- c) Tendency to prolong agony; land is not needed since we cannot get agreement to do anything with it.
- d) One piece of common land is enough.
- e) No money will be available for the development of the remaining common land if we have to pay the mortgage.
- f) Lack of willingness to pay interest on mortgage for no obviously good reason.

Those who favored a mortgage maintained:

- a) Future salary increases would make it easier both to develop land and to pay the mortgage.
- b) Acceptance of a mortgage now might possibly allow for the sale of land at a more favorable time. (Such as next Spring).
- c) It would give those interested an opportunity to invest in the common land as an indication of their desire to retain same. (Would a bank allow any development on a mortgaged lot?)

In the absence of Stuart Grover, the following suggestion was submitted by Ann Gras on his behalf: We assess ourselves enough extra to pay for having the minimum and unavoidable work done immediately before further damage occurs. This extra assessment could be repaid when we agree on mortgaging (or selling) common land to pay for fixing the grainage.

A strong objection to any such assessment was made immediately.

Eventually it was AGREED:

In the event we have to raise money beyond the present budget, that we take a mortgage on lot 6. Subsequent to April 1, 1959, a simple majority of Brown's Wood, Inc. may put lot 6 up for sale at a minimum sales price of \$6,000. If the land is not sold by March 31, 1960, the sale can be authorized only by consensus thereafter. Money obtained by mortgage is specifically earmarked for road repairs necessary to make the road acceptable to the town.

Miscellaneous discussion regarding Brown's Wood and common land elicited the following thoughts:

a) B.W.I. was established primarily to provide homes and such facilities as the individual and the average community could not normally provide. We have demonstrated a complete inability to achieve unanimity of purpose, demonstrating our ineptness as a community. We should therefore, sell the common land since it does represent such a large investment which we are incompetent to do anything with. The common land is useful to us only in so far as we are willing to cooperate in developing it. This willingness has not been evident nor is it reasonable to hope that it will develop with the increasing affluence of the members.

b) It was noted that other communities have waited many more years than we have before they were able to achieve a substantial development of common facilities.

c) Perhaps some interested families in B.W. would purchase the common land and develop it unhampered by the restraints inherent in B.W.

d) With reference to the mortgage, the virtues of a large vs. a small mortgage were compared. Most of those present agreed with the expressed views of the executive committee that a minimum mortgage be obtained. The dissenting opinion held that as [a] large mortgage as possible be procured with excess money returned to the membership. It was indicated that policies like this had been followed in the past with the result that we had been, on occasions, financially embarrassed.

The meeting ended on a note of voiced recriminations whose substance was that we had skimped on the loading of the road shoulders; that we had alienated contractors, and that we had failed to offer the road for acceptance at a time when it was in reasonable condition (because of our inability to make decisions without deliberating over them for many months). Members were reminded that all these troubles were the direct result of our great reluctance to spend money.

Adjournment: 10:30 P.M.

In the absence of stated driver, the following suggested: We suggest that we have a driver for the next meeting and that we have a driver for the next meeting. This extra assessment could be repaid when we agree on something (or selling) common land to pay for fixing the drainage. A strong objection to any such assessment was made immediately.

To the Editors

Having recently been asked by a DW member to total up all the assessments that have been levied since the Year of Our Corporation One, I thought it would be of interest to others to know what the total has been. If one takes the "NEW ESTIMATED LOT PRICE" given on page 4 of the Treasurer's report dated Dec. 16, 1955 and adds the amount of \$315.00, the total will be the entire amount of money paid in to Brown's Wood since the very first \$5.00 membership fee (i. e., if one's assessments are not in arrears). This does not include the current assessment, for which bills are presently being sent out.

A little calculation shows that the average cost, to date, of being one of DW's landed gentry is \$3,903 per family, which represents the cost of an average of 1½ acres of developed Lincoln countryside, plus a twenty-first share in a power saw, a scaffolding, a duplicating machine, and 4½ acres of common land.

It seems (to me, at least) that this is, indeed, a very reasonable price to have paid for the physical assets which it represents. But a year of living in Lincoln has led me to place an even higher, if intangible value on the community life we have experienced, both within DW itself and in the town as a whole. Placed in perspective against this larger value, as well as the total monetary value of my house and lot, the anticipated cost of completing the development of our road appears much smaller, embarrassing as it may be to the family exchequer at the moment. In fact, it is hard to feel, even, that a crisis is in need of being surmounted.

I do hope that sober reflection on the part of your readers will tend to reduce the feeling of despair and panic that has evidenced itself in the deliberations of the most recent meeting, as reported in your current issue.

Most sincerely yours,

Kal Novak

Meeting



Notice

GENERAL MEETING

SUNDAY

ECKHARDT'S

OCTOBER 19

8:00 - 10:30 PM

Agenda:

- 1) Question: whether the corporation will authorize the expenditure of \$3,100 for immediate patching and oiling of the road surface, "or take any other action relative thereto".

(The Executive Committee is preparing a comprehensive report to be published before the meeting).

- 2) Report on road drainage.

(It is hoped that by the 19th. the firm of Weston and Sampson will have made a study and perhaps had some preliminary talk with the town and with representatives of BW).

- 3) Further discussion of financing drainage repair.

(Note: Items 2) and 3) are separated in this agenda because the Executive Committee feels they can and should be considered separately. The surface repair could be undertaken immediately, and many contractors have advised doing so. The drainage repair must wait until we reach an agreement with the Town as to what constitutes adequate "repair". Also, the cost of the former is known, and within reach, the cost of the drainage repair is a large question mark. AEG)

THE CONSENSUS

VOL. XII No. 7

18 October 1958

STATUS REPORT NO. 2 ON BEWON'S WOOD ROAD REPAIR

The road is the issue in Sunday's meeting. Here is a summary of the events so far.

Oiling: The Executive Committee of the past two years, supported by various individuals as well, has recommended oiling the surface as a measure of long term economy,. In March 1957 it was quoted "a road should be oiled every year the first ~~three~~ three or four years to build up a good surface." In October 1957 it was agreed "to set aside \$2,000. for oiling and sanding the road until the ~~ix~~ oiling and sanding is done or until the road is accepted by the Town or until June 1960." This agreement was objected to because it was uncertain whether the road would indeed be offered to the ~~xxxx~~ Town.

Minimum Specifications: This spring it was agreed that the road would be offered to the Town after certain minimal work had been done. It was not known whether the Town required oiling, so that was left out of the first specifications. The four or five contractors who came to bid on the repair job considered the specs sub-minimal. ~~xxx~~ They universally declared the road should be oiled right away, that it should have been done last year, and that we ought to consult with the Town on the whole project.

Timing: The Town began to collect suggestions: some appeared questionable. Others, including patching and oiling, clearly constituted unavoidable obligations. The Executive Committee, however, neglected this surface ~~repair~~ repair because it hoped for an early agreement with the Town, making possible a package deal. The package deal appeared cheaper and safer than two or three batches of repair work. It was also unknown whether the membership would consider Town acceptance worth the unexpected expense, and it seemed impossible to answer this question until more facts had been gathered.

The Membership: It appeared on September 30 that the membership was eager for Town ~~acceptance~~ acceptance of the road at almost any cost, though it was hoped that for a fee a consultant could save us some expense. It seems clear that the complete job will be done eventually, and most likely as soon as an agreement is reached with the Town.

The Executive Committee reviewed the total picture on 3 October. The go-ahead on the whole repair project appeared in essence a go-ahead on the parts, and it was pointed out that two

contractors had recommended immediate oiling, saying it would be more difficult and more costly to do it later. In view of the general rate of progress, it seemed all too possible that negotiations on the drainage repair might not end until winter was well upon us and freezing weather had turned the little cracks in our surface into big cracks. The greater part of the road had been declared "in very good shape" surface-wise, by Mr. Fitts. This redeeming feature seemed worth preserving.

On the other hand, if the oiling were done before the drainage repairs, would a) the total job cost more, B) would the drainage problem damage the new surface c) would the drainage repair equipment damage the new surface? The conclusion was a) a piecemeal procedure might cost more, but not as much as repairing further deterioration; b) the drainage problem might indeed ~~again~~ affect small parts of the new surface, but it would not wash away as much material as if the surface is left unoiled; c) the repair equipment would be small rubber-tired trencher at most, nothing to damage the surface, and it would work on ~~the~~ the shoulders anyway. The committee felt charged with keeping the road in good condition, not just putting it there when it became intolerable. It was therefore decided that the Committee must recommend strongly that oiling not be delayed by other factors.

~~THE~~
Cost of this part of the work was bid at \$3100. With the funds already budgeted, plus the funds in escrow, the work could be done without further assessments. The urgency of the drainage repair is not questioned, the financing of that part of the job is still a matter that must be settled as soon as possible.

Professional Advice:

Mr. Bogren toured the road on Thursday, October 16, accompanied by Lang Wales and Ann Gras. A thorough inspection was made. He said:

- 1) The condition of the surface is surprisingly good for an oil and gravel road. (Where there is a surface, that is.)
- 2) The best time to repair the surface is in the fall.
- 3) Even if drainage repairs were not made until spring, the surface would not suffer much more damage; the main problems are off the pavement itself (flooding of private lots, erosion of shoulders.) Mr. Bogren was assured by Lang and Ann that we plan to make every effort to get the drainage repaired this fall, anyway.
- 4) Mr. Bogren's recommendations to the Town on our behalf will apparently be a compromise between BW's specs of pipe and gutter on lower Moccasin Hill and Mr. Hilton's suggestions of pipe and gutters from Loewensteins. The recommendations, when put on paper, will be submitted to us before being offered to the Town.

On October 13 a telephone call to Mr. Bogren by Ann put the question specifically: did he think it would be a mistake to put off oiling the road? Mr. Bogren pointed out that his firm specialized in drainage, not road surfaces, but that in his opinion: The road would not disintegrate if left unprotected over the winter, and would probably not even suffer enough to require a great deal more repair work in the spring. However, it would unquestionably be better to resurface it now, for the sake of appearance, for the sake of safety for vehicles, for the sake of simple standards of maintenance. If other factors do not make it impractical, he would advise us to have the patching and oiling done now.

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Objections have been received, from three and one half families, to the agreement published in The Consensus, VOL. XII, No. 6 regarding the sale of Lot #6. Reasons for these objections will be presented at the meeting.

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Some interest has been shown at various times in acquiring the Dean land between Lots 6, 11 and 12 and the swamp to the East, as a substitute for some or all of the present Common Land. The land includes a wooded slope and a gently sloping meadow, all of it free of undergrowth because of the grazing cattle. This land is on the market. Anyone interested in looking at it would find it an enjoyable walk.

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DON'T FORGET THE MEETING AT ECKHARDT'S SUNDAY OCTOBER 19 8 - 10:30

THE CONSENSUS

VOL. XII no. 8

October 24, 1958.

General Meeting: October 19, 1958 at the Eckhardt's Report by N. Shansky

Present: John Harris, Stuart Grover, Ranny and Ann Gras, Lang Wales, Ed Nawson, Kal Noak, Paul and Sophie Laewenstein, Lyman Allen, Manny Kramer, Homer and Mary Eckhardt, Nyna Polumbaum, David and Edda Ritson, Bob Smulowicz, Nettie Shansky.

Road Surfacing:

It had been recognized that an agreement regarding submission of the road to the town exists. Implementation of this agreement has, however, become clouded by virtue of numerous, sometimes conflicting, considerations e.g. the time scheduling so as to result in overall minimum cost, the public relations aspect of a neat surface, the lack of definitive specifications that both we and the town may agree on, advice from interested contractors and our engineering consultant that make a clear cut value judgment on our part difficult to make. In addition to the foregoing, some reluctance to proceed with that portion of the work which is capable of definition (patching and oiling) exists because of the fear that unless the entire job is contracted for at once, we will tend to become lax about completing the job and so find ourselves in a similar situation in the future. In many peoples minds, the method of financing the repairs and modifications also interacted with the amount of work that must be done.

In particular, the following fears were voiced:

- 1) Our road surface is a sieve. Continued erosion will do major damage to the road crown.
- 2) Patching of the road without oiling will not prevent future cracking of the surface.
- 3) If the road were patched and oiled at this juncture, a great temptation not to spend the money necessary to insure adequate drainage (and hence acceptability) would be born.
- 4) It is difficult, if not impossible, to define mutually acceptable (to town and B.W.I.) specifications before cold weather ensues. Even if specifications did exist at some reasonable time, the allied problems of financing the cost of repairs and procuring a contractor would make a fall start on the entire job unlikely.
- 5) The optimum time for oiling the road is now apparently, since the road would be too wet in the spring.

It was felt that the prime consideration in the entire discussion was the method of financing the entire job, this, in spite of the feeling that the various problems were indeed separable and should be considered independently.

Parentetically, Mr. Bogren (engineering consultant) volunteered the following opinions via Ann Gras:

- 1) Extensive drainage throughout the road system other than Moccasin Hill was unreasonable.
- 2) Surface drainage on Laurel Drive could be handled by allowing run-off at several specified locations.
- 3) Our road surface has stood up well.

ROAD FINANCING:

It was generally recognized that financing of the repairs has assumed major and urgent proportions. The previous meeting (Sept. 30) had produced a method of financing of the work which represented a compromise. Some of those present at the last meeting declared that, in their opinion, the \$14,000. investment we have in common land is of little use to us because of our continued inability to reach agreement regarding its development. The repairs, which must now be made, constitute an immediate and (to many) painful burden. The sale of common land represented a logical and reasonable solution. On the other hand, in the eyes of some, the common land is reserved for future action and we haven't given ourselves a chance to do anything with it yet. This conflict was resolved in the agreement, which, in essence, represented a working compromise. This compromise failed. Since the objectors were present at this meeting, they were invited to voice the reasons which led to their objections. In essence, these were the reasons:

- a) Would prefer means of financing other than common land sale.
- b) Would prefer a 2/3 or 3/4 majority vote instead of the simple majority, since the idea of abandoning consensus was disturbing.
- c) Minimum sales price of \$6,000. alarmingly low in view of appraised value of \$8 - 9,000. for lot #6 (\$5500. for lot #21).
- d) Common land is for use and benefit of B.W.I. The suggestion that a small group buy the lot is sensible, but the time allowed (6 months) is too short to allow for necessary organizational effort. The result would be the sale of the lot and the subsequent loss to the embryo group.
- e) The proposition that the common land will never be developed was unacceptable.
- f) The common land is a commitment made to the people who felt common land was vital to the community. This commitment still stands and it is unfair to expect those who want common land to buy the land now or even in six months. Those who joined the community after its formation essentially inherited the common land and benefits attendant thereto.

These items were discussed individually and the salient features of the criticisms and agreements are listed:

- a) The three methods of financing the repair are- mortgage, note, and demand note. The Harvard Trust Company (the only bank consulted) stated that it had its doubts regarding its ability to write a mortgage on a lot minus a structure (a mortgage is expensive and inflexible). They suggested a demand note and felt that a \$5,000. loan would be readily realizable. The demand note would probably require individual guarantors, their individual responsibility being limited to a proportion of the debt determined by the size of the loan and the number of guarantors. Such a note is payable on the bank's demand, but the possibility of the note being called in without adequate justification is remote. The interest on such a note is 5% or - a 1/2%

and is payable quarterly. Principal may be retired at our convenience. A commercial loan is available also. Interest rates are similar as are guarantee requirements. The note, However, is retired as per a specified schedule

It was generally understood that it was impossible to consider securing a note unless a guarantee existed that common land would be sold to retire the note. In essence, any of these procedures would reduce the subjective borrowing capabilities of the individual families. Some people would not sign such a note if the possibility existed that land would not be sold to retire the note (the remote possibility that the majority would change their minds and decide not to sell).

- b) He who thinks that the majority can't make a sensible choice and that the minority can make a better decision is wrong. In B.W.I. the minority often controls the direction of the group because of consensus.
- c) It was decided that \$6,000. was indeed a low figure and that the appraised value should more nearly represent our minimum sales price.
- d) There is a tendency of those who want common land to read the minds of others. This is very presumptuous and constitutes a very poor argument. Some who may have initially agreed to our setting aside large areas of common land did so with great reluctance. At this point, the members present were polled regarding their feeling on the sale of one piece of common land. Of the 18 present, 11 favored sale, 6 opposed and 2/abstained. On the question of sale of both pieces of common land, four favored this course of action (it should be recognized that some who favored selling either one or both pieces of common land did so because they wished to exchange expensive developed land for cheaper and, in their estimation, more suitable land abutting our community).
- e) In response to the "heritage of the newcomers" (common land) in B.W.I, the following statements were made: The newer people in B.W.I. were accepted because the new community would not be realized without their financial assistance. They were needed to enrich and expand the community and should not be regarded as second-class citizens. Some of the original members have changed their minds about common land and so the objector can only safely speak for himself. Brown's Wood was a risk when it was founded. Past promises should be wiped out and we should try to examine present needs and desires and not try to keep yesterday's promises which are not necessarily in conformity with present community wants, but which may, indeed, only satisfy a minority of the group.

The method by which the work was to be financed still remained unresolved, and the discussion proceeded in the direction of examining the mechanism by which money was to be raised. Since the common land is the corporation's major asset at the moment, a direct question was put to the group to determine the attitude towards sale of one or both pieces of common land. Since the results of the poll indicated a substantial majority favored the sale of one piece of common land a relatively small fringe on either extreme to wit those who desired to retain all of the common

October 24, 1958.

land and those who wanted none of it kept, a compromise solution was evolved. This compromise solution must necessarily be different from the consensus of the prior meeting. The following proposals led to the development of the final agreement.

- a) Sell one lot. In order to assuage discouragement of those people who are interested in common land, earmark funds remaining after road repairs for the development of the remaining piece of land.
- b) In effect, exchange expensive developed lot (#6) for cheaper, undeveloped land and finance road with the difference. In this connection, it was stated that both Davis and Dean are willing to sell for \$3000. per acre. Davis is willing to sell to Lang Wales but not B.W.I since he fears a swimming pool. Dean's requirements are simpler-just money. Mr Hurd (real estate agent) feels Dean land is worth approximately \$1000. per acre. Dean will probably adopt a waiting attitude since he is in no urgent need for funds. Aside from the possibility of financial gain which could be realized in exchanging land in this manner, it was indicated that removal of the common land from the confines of existing B.W.I. boundaries might make subsequent agreement on the mode of its development easier. Much difficulty in the past has been the result of the fears of abutters or neighbors of common land.

IT WAS AGREED:

- 1) Make any and all road repairs necessary to insure town acceptance of the road and pay all bill attendant thereto.
- 2) Borrow money via a demand note providing a sufficient number of required guarantors can be obtained. This money is to be used specifically to implement section 1.
- 3) Sell
 - a) Lot #6 (with necessary easement so that access to Dean land may be guaranteed)
 - b) And, if necessary, lot #21 to retire the note.
- 4) All funds realized above the cost of repairs is to be earmarked for common land purchase and/or development.
- 5) Expenditure of surplus funds mentioned in item 4 for purchase and/or development of common land is to be decided by a majority vote.

Some reluctance was evidenced for the earmarking of money in the agreement, namely because consensus would be required to reallocate the money, but agreement on this point was eventually achieved.

Of the 3½ families who originally voiced objections, 2½ were represented at the time the above agreement was reached. The third left before this agreement was reached but reiterated that he wanted time to think carefully before he would be willing to relinquish his equity in common land. In view of this development, it was suggested that the Waiver of consensus procedure be initiated as soon as an objection is received.

It was suggested and not questioned that subject to ratification of the previous agreement, that the executive committee be empowered

to secure the loan.

It was also suggested that the executive committee be empowered to sell the common land for the highest price subject to the constraints inherent in the first agreement. Buyer of this land is not required to join B.W.I. but may if he chooses to do so.

The executive committee was reminded that they are authorized to and should indeed proceed with the patching of the road. Patching is all that is presently authorized (a vote indicated opposition of eight members present to oiling and sanding the road from present funds).

PATCHING

John J. Flannery has already been hired to do the necessary patching.

DRIVEWAY PLOWING

Ralph d'Amico will do the BW snowplowing this winter (if the Town takes over our roads in the middle of winter, he will probably continue to plow them for the town). Also, he will do people's driveways if six or more request it- he needs that many to justify bringing over the driveway-plowing equipment.

If those interested will call Kal Novak, the sooner the better, Kal will compile a list and d'Amico will come on a Sunday afternoon and bid on each one.

UNICEF HALLOWE'EN

Children who want to collect next Friday night for UNICEF may obtain boxes from Ann Gras if they put in requests before Tuesday.

UNICEF means United Nations Children's Fund. Last Hallowe'en U. S. children collected over \$1,000,000., 1/11th of the total contribution from this country. Every dollar given is matched by two dollars from the assisted country, and all funds go directly to materials-medicine, powdered milk, insecticides, rather than for labor which is donated. Thus your pennies are used so efficiently that each one can purchase seven whole glasses of milk, for example. "Many children in Italy call a cow "unicef" because they never tasted milk before unicef came." Italy is only one country of more than a hundred helped by Unicef.

Open houses on Hallowe'en might have a quantity of small change available, pennies and nickel, so that they won't have to disappoint any small collector.

Letter to the Editor

Since the agreement reached at the October 19 meeting seems the most acceptable agreement reached so far, I do not oppose it. However, I think the membership, while considering it, might also consider a variation of it, to see if certain changes might not satisfy the stated wishes of more members, without unfairness to any others.

- 1) Road Repair Financing
 - a) Agree with Town on road repairs, and determine price of those repairs.
 - b) Obtain through note, funds to cover cost of repairs above money already available for repairs. Note to be countersigned by as many members as required, and retired by minimum assessments of \$25/ family/ six month period.
 - c) Calculate interest that will be paid on note over period of retirement.
- 2) Sale of Lot 6 and Use of Funds
 - a) Sell Lot 6 for market value, retaining easement.
 - b) Offer buyer of Lot 6 a membership in the corporation for \$500.
 - c) Repurchase membership equity of families who so request before a specified time, at a price of 1/21st of corporation assets minus 1/21st of cost of road repairs.
 - d) Earmark enough funds to pay interest on note.
 - e) Earmark all remaining funds from sale of Lot 6 for common land use.
- 3) Common Land Development
 - a) Appoint committee with limited time to study long term use of Lot 21 and other land.
 - b) Accept general plan for Lot 21, or
 - c) Accept plan for other land, Sell 21 and purchase other land. (Buyer of 21 may also buy membership for \$500).
 - d) Begin development of common land immediately with funds available from Lot 6 sale and any funds left from Lot 21 sale.
 - e) b), c) and d) to be determined by majority rule.
- 4) Further Financing (if Desired)
 - a) Invite nearby residents to join corporation or common land organization for \$500.
 - b) Offer yearly, non-voting membership in use of facilities to non-members.

respectfully yours, Ann Gras

THE CONSENSUS

VOL. XII, No. 9

October 29, 1958

A Possible Misunderstanding about the agreement reached at the last meeting has been pointed out by the Treasurer, so we clarify just in case: Where it says "All funds realised above the cost of repairs is to be earmarked for common land purchase and/or development". This means that a) we pay part of the bill with funds already budgeted, b) we pay the rest of the bill out of income from common land. Thus common land income only goes for part of the road repairs, not all of it, and thus the remainder available for common land development is greater, by about \$2,000. (I hope that's clear now, it looks even muddier).

A Poll was suggested at the last meeting, since any decision as to the "right" course of action must be influenced by consideration of the desires of numbers of people. An attached sheet carries the questionnaire to be filled out, which will be collected by BW messenger service on Friday. The same questionnaire is also printed here, for the record.

BW has about \$2,000 budgeted for road repairs, plus about \$1,000 in escrow that could go to road repairs by consensus agreement. We also have common land that can be converted into \$14,000 or more, and a potential borrowing power of \$5,000 or more. We are discussing how much of this \$22,000 potential we should avail ourselves of, and how it should be divided among our various common and individual needs.

FINANCING QUESTIONNAIRE:

Assuming all are possible, which would you prefer? Order of preference would be even more helpful.

- ② 1. Obtain funds needed for road repairs from Sale of Lot 6.
 - A) Convert remainder of 6 into facilities on 21 ② or Convert remainder of 6 and all of 21 into other land and facilities thereon. ①
 - B) Convert remainder of 6 into cash, return to members. ③
 - C) Convert remainder of 6 and all of 21 into cash, return to members. ④
- ① 2. Obtain funds needed for road repairs from assessments, via a note, or from cash contributions plus a note.
 - A) Keep present common land. ①
 - B) Convert 6 into facilities on Lot 21 ③, or Convert all of Lot 6 and all of Lot 21 into other land plus facilities thereon. ②

Meeting



Notice

GENERAL MEETING

SUNDAY

FREEMAN'S

NOVEMBER 2

8:00 - 10:30

AGENDA

- 1) Announcements and Reports
- 2) If necessary: further discussion of agreement reached at last meeting (October 19) regarding sale of common land and financing of road repairs, and/or any other proposal relative thereto.
- 3) If possible: general discussion of common land use and relative merits of presently owned land versus purchasable land.

THE CONSENSUS

VOL. XII, No. 10

November 10, 1958

General Meeting: Nov. 2, 1958, at the Freeman's. Report by N.S.

Present: Ranny and Ann Gras, Ruth and Lang Wales, Kal Novak, Dave Ritson, Homer Eckhardt, Dave and Connie Freeman, Nettie Shansky. (7 families)

Announcements:

Snowplowing of driveways: Ralph D'amico, who has already been hired to plow B.W.I. roads, will plow driveways if a minimum of six families contract to hire him. Interested families should call Kal Novak.

Resignation: Stuart Grover has resigned as secretary. The Exec. Com. will appoint his successor. (Jacques Hill has agreed to serve.)

Lost: Red jacket with plaid lining. Return to Gerry Gras.

Road Repair: Objections to the agreement reached at the last meeting were registered by Ranny and Ann Gras. (See page 6.)

Their reasons for objecting are as follows:

- 1) The agreement is apparently ambiguous since members differ as to its meaning.
 - a) The future of escrow money is not defined.
 - b) The possibility exists that Lot 21 will be sold even if the additional sum of money required over the tentative gain by sale of Lot 6 is trivial. (The Exec. Com. would be bound to sell even if the deficit were as small as \$50.00.)
- 2) They are unhappy about the majority vote—developing Lot 21 would be more likely than considering the purchase of new land.
- 3) A better solution is possible with more effort.

Discussion: The feeling was expressed that it would be easier to undo an agreement by consensus in the future than it would be to try to reach an optimum agreement now. On the other hand, if we don't clarify this agreement now, we may find ourselves out of the common land business; we need to retain at least one piece of land. In order for both lots to be sold, the repair bill would have to exceed \$12,000, (lot 6 sale price of \$9,000. plus the \$3,000 on hand). If the repair bill came to \$13,000, would we be willing to assess ourselves the difference or would the sale of Lot 21 be forced? If people are unwilling to raise such a sum, then the possibility of raising money to purchase and develop other land is remote. Our experience in the

past has not been particularly pleasant; the possibility exists that this experience will tend to inhibit future ventures.

Majority Vote: Removing this from the section concerned with common land development (leaving development a matter for consensus) but permitting a majority vote for the purchase of additional land, would, hopefully, make it easier to buy new common land than simply to develop lot 21. Some felt that the requirement of a majority vote for both was clearly wanted at the last meeting. Considerable fear had been expressed over surplus funds being buried and this prompted the abandoning of consensus in favor of majority vote in this matter. Funds should be made readily available for land development if additional land at a price cannot be had. However, those who are reluctant to sell any common land would like, at least, the opportunity to replace the land and would like the new agreement worded so that the primary emphasis would be placed on the replacement of land rather than development. These members feel that they have been making great concessions, and want to see acquiring new common land made more favorable. On the other hand, if the purchase of new land proves impractical and consensus still prevails with respect to development of the existing land, then it is safe to assume (judging from past experience) that nothing would be accomplished. An acceptable compromise would be to set a time limit (a year) during which time additional land would be sought, and further development of lot 21 would require consensus. If land could not be obtained within the stipulated period, then the remaining land would be developed at such time and in such manner as the majority of the members dictate.

Lot 21: Why go to all the trouble? What's wrong with lot 21? Lot 21 is not large enough to please those who want a large piece of common land so that facilities will not be crowded and space will be available to meet future needs.

Restrictions on Lot 6: Should lot 6 be sold subject to the restrictions stated in the option and pre-emption agreement? The restrictions are there and the Exec. Com. may not waive them unless specifically instructed to do so by the members. The feeling that lot 6 is not really on the open market if the restrictions continue, was expressed. We limit the market and narrow the choice of prospective buyers if the restrictions remain. However, if we find too many prospects cease to be prospects when informed of the restrictions, we can remove them.

Escrow Money: Members have no right to expect return of money originally earmarked for road completion if we are still spending money to put the road in an acceptable condition.

It was AGREED:

The \$1020.50 now in escrow will, when returned to B.W.I., be applied toward the cost of road repairs necessary to insure town acceptance.

Note: The promissory note should be flexible since we do not know yet the exact amount of money needed. We have to make certain that excess money borrowed via the note be returned to the bank immediately. (Oct. 19 agreement does not spell this out specifically.)

AGREED:

- 1) Make any and all road repairs necessary to insure town acceptance of the road and pay all bills attendant thereto.
- 2) Borrow money via a demand note providing a sufficient number of required guarantors can be obtained. This money is to be used specifically to implement Section 11, and any excess shall be repaid immediately.
- 3) Sell
 - a) Lot #6 (with necessary easement so that access to Dean land may be guaranteed) to retire the note.
 - b) And lot #21, by authorization of vote by a majority of the members of the corporation, to help retire the note or to purchase additional land.
- 4) Subtract the cost of the road repairs minus \$3,000 from the common land price and earmark the remainder for common land purchase and/ or development.
- 5) Voting
 - a) Expenditure of surplus funds mentioned in Section 4 for purchase of additional common land is to be decided by vote of a majority of the members of the corporation.
 - b) After December 31, 1959, any development of common land with surplus funds mentioned in Section 4 may be authorized by vote of a majority of the members of the corporation.

AGREED:

Provided that the above agreement achieves consensus, the president and treasurer are authorized to give a note to the Harvard Trust Co. as described in paragraph 2 of the previous agreement.

Report on Harvard Trust Co. - Kal Novak

- 1) Number of guarantors needed- That number sufficient to guarantee payment of the note. Guarantors do not have to guarantee equal portions of the note. Sum of guarantors must be equal to the amount of the loan.
- 2) Will use of name as guarantor reduce a family's loan position in the event of personal emergency? A person would have to report the fact that he is a guarantor to a future lender. The lender would call Harvard Trust at this time. Harvard Trust would explain the circumstances and state the corporation assets. Mr. Winn of Harvard Trust felt that this would be sufficient reassurance for most banks and that any individual would have no difficulty borrowing money if the occasion arose.

Poll: All families presently in residence in or near B.W.I. (37 people) responded to the poll. All did not choose to indicate the entire spectrum of their preference, i.e., some were able to place in rank order all of their possible choices; some specified only first or second alternatives. Hence in reducing the data, it is possible to list only the actual numbers of people in favor of a given choice.

Almost all responded to the first of the two categories, but many ignored or refused to consider the alternatives presented in the second.

Tabulation:

	Preference						
	1	2	3	4	5	6	7
I. Obtain funds for road repair from lot 6.							
A. Convert remainder into facilities on 21	10	7	3	4	4	0	0
Convert remainder of 6 and all of 21							
into other land and facilities	10	2	8	6	1	0	2
B. Convert remainder of 6 into cash, return							
to members	0	9	7	0	2	6	0
C. Convert remainder of 6 and all of 21							
into cash, return to members	8	0	0	8	0	0	3
II. Obtain funds needed for road repairs from							
assessments, via a note, or from cash							
contributions plus a note.							
A. Keep present common land	3	2	3	0	1	0	0
B. Convert 6 into facilities on 21	2	2	2	2	2	4	0
Convert 6 and 21 into other land and							
facilities thereon	2	7	0	2	2	2	0
III. Write-in: Set up separate organization							
to develop common land	2						
	37						

It was surprising to discover the number of people who wanted their money back. The principle reason for this was held to be disinterest in common land due to continued discouragement.

Conclusions: Allow those desirous of regaining their investment do so.

Allow those who want to keep common land to do so. Possibly form a separate corporation for those who have a need for common land. It was noted that until new common land is acquired or at least until the future of common land is more clearly discernable, people will not choose to withdraw from B.W.I. since they would want to "protect" themselves. Members may not wish to resign until the road is accepted. Some suggestions were made as to the method of withdrawal:

1) Return excess funds derived from common land sale but require continued payment of assessments so that we would have funds to meet emergencies or unavoidable expenses. The amount of money which would be returned would be 1/21 of that proportion common land was to the original land and development cost.

2) Money could be left in, and further assessments would not be required.

There are probably some who desire to see B.W.I. dissolved so that the pre-emption, option, etc. would be nullified. The above suggestions would not satisfy them.

Adjournment: 10:30 P.M.

* * * * *

Miscellany:

The Wales have moved (sixth house in seven years) and can be found in sight and sound of the doings on lot 5, in the Edgell's "cottage" on Conant Rd. Address and phone remain the same as before.

Concrete anyone? Motorized concrete mixer available to anyone wanting to make lasting mudpies. (This is the mixer which Libby Burgher gave the Wales with the idea that it would be used by members of B.W.I. Lang bought an old lawnmower from Art Swanson, took the motor off and put it on the mixer. Works fine.) It is stationed on lot 5; call Lang if you want to use it.

Help! Ye editor finds life exceedingly complex these days, hunt and peck skill not keeping pace with rate of B.W.I. meetings. Would like to compile list of VOLUNTEERS to type The Consensus from time to time. (No editing, no publishing, or distribution involved). Owing typewriter desirable but not essential. Call CL-9-8934.

Common Land Possibility: Homer Eckhardt, Dave Shansky, Ruth Wales, and Ann and Ronny Gras met with the Shapiros, Solomons and Mrs. Saunders at the Gras' Friday, Nov. 7, to discuss the Browning land. About twenty acres is involved. The three prospective buyers are still negotiating with Browning through his agent about the price, but are very much interested in sharing some of the land with B.W.I. for common land purposes, if it can be obtained at a reasonable sum. No definite subdivision is agreed upon but it seems likely that the land available to B.W.I. would be about 8 to 10 acres including stream and swamp (possible small pond) and a fair amount of meadow and thin woods in Weston. Access would be a gravel road down our Laurel Drive easement. Those B.W. members present felt that the maximum investment B.W.I. would be willing to make for the land with access, is a sum not over the sale price of lot 21, so that we would end up with land equally as usable as our present property without spending potential development funds. No conclusions were reached other than that it all looked possible. We plan to meet again Sat. November 15 at 10:30 A.M. to tramp the land. All of B.W. is invited.

Limited Agreement, Second Publication

AGREED (Oct. 19):

- 1) Make any and all road repairs necessary to insure town acceptance of the road and pay all bills attendant thereto.
- 2) Borrow money via a demand note, providing a sufficient number of required guarantors can be obtained. This money is to be used specifically to implement section 1.
- 3) Sell
 - a) Lot #6 (with necessary easement so that access to Dean land may be guaranteed).
 - b) And, if necessary, lot # 21 to retire the note.
- 4) All funds realized above the cost of repairs is to be earmarked for common land purchase and/or development.
- 5) Expenditure of surplus funds mentioned in item 4 for purchase and/or development of common land is to be decided by a majority vote.

Objections to this proposal have been received from Ann and Ranny Gras. Two objections are not enough to kill a proposal but they do initiate the Waiver of Consensus procedure. The above proposal will stand until it is either killed or the alternate proposal (Nov. 2.) herein reported is ratified.

Meeting with Selectmen: Mr. James Jones of the firm of Weston and Sampson, Consulting Engineers, presented his firm's recommendations for drainage corrections at a meeting of the Board of Selectmen Monday evening, November 10. Kal Novak and Lang Wales represented Brown's Wood.

Mr. Jones' plan consists of 1) laying pipe under lower Moccasin Hill to carry runoff down to the drywell at the mailboxes and future town extension to the swamp down Weston Rd., 2) raising the level of the Conant Rd. end of Laurel Drive, and 3) laying a diversion pipe to carry overflow water from the drop inlet at Lot 17 under the driveway to a safe spreading point.

The Selectmen felt that they wanted their engineers, Shelling, Hilton and Associates, to review the plans before agreeing to them or any modification of them as a basis for recommending acceptance. It was agreed that members of the two firms should meet as soon as practicable and attempt to agree on a recommended plan. Further meetings with the selectmen could then occur.

Road Patching: We have contracted with John J. Flannery, Inc. to sweep and patch the road for \$300. He needs several dry days before starting work.

THE CONSENSUS

VOL. XII, No. 11

November 23, 1958

Land Acquisition Committee consisting of Dave Shansky, Ruth Wales, and Homer Eckhardt has been appointed by the executive committee. First responsibility is investigation of Browning land and pond possibility thereon.

Road Repair Program: Sunday November 16 James Jones of Weston & Samson came to BW and conferred with Lang Wales, Jacques Hill, and Ranny and Ann Gras. He collected all available data not already known to his firm and made a more detailed inspection of the road itself than had previously been made. Mr. Bogren, armed with all this information, was to confer with Howard Snelling during this past week. Then a new plan will be drawn up by W & S, for presentation to the Board of Selectmen as soon as possible, probably on Monday, November 31.

Acceptance: Although time is running short, it is still conceivable that road repairs could be made before the deep snows of winter. As for town acceptance the annual town meeting is in March; there is no assurance that any town meeting will be held between March 1959 and March 1960. Much would be gained, therefore, if the road could be offered next March. Unfortunately, not even the first step of our road repair program, agreement on financing, has yet been taken. The most recent agreement, reached at the meeting on November 2nd, has drawn objections from four members.

Because much may be gained by quick action and because only a minor addition to the last agreement is necessary to satisfy the objectors, an attempt will be made to achieve consensus before the next meeting.

Two copies of the most recent agreement, modified only by the addition of clause 5 (c), are included with this issue. On the second copy space is provided for two signatures from each family. These copies will be collected on November 24. If signatures are obtained from each family (including non-residents), the agreement will be ratified.

AGREED:

- 1) Make any and all road repairs necessary to insure town acceptance of the road and pay all bills attendant thereto.
- 2) Borrow money via a demand note providing a sufficient number of required guarantors can be obtained. This money is to be used specifically to implement Section 1, and any excess shall be repaid immediately.
- 3) Sell
 - a) Lot #6 (with necessary easement so that access to Dean land may be guaranteed) to retire the note.
 - b) And Lot #2, by authorization of vote by a majority of the members of the corporation, to help retire the note or to purchase additional land.
- 4) Subtract the cost of the road repairs minus \$3,000 from the common land price and earmark the remainder for common land purchase and/or development.

50% of the surplus of surplus funds mentioned in Section 4 for purchase of additional common land is to be decided by vote of a majority of the members of the corporation.

After December 31, 1959, any development of common land with surplus funds mentioned in Section 4 may be authorized by vote of a majority of the members of the corporation.

After December 31, 1960, the surplus funds mentioned in Section 4 will no longer be considered earmarked for common land purchase and/or development. Their use for any purpose (including but not limited to common land purchase and/or development) may then be authorized by vote of a majority of those who were members of the corporation in 1958 and those members who joined subsequently.

AGREED:

Provided that the above agreement achieves consensus, the president and treasurer are authorized to give a note to the Harvard Trust Co. as described in paragraph 2.

In the past few weeks, certain events and developments have taken place which make the availability and acquisition of a substantial tract of common land something which brooks immediate attention and possibly precipitous action on the part of those families in B.W.I. anxious and desirous of reaching those objectives which are outlined in our by-laws. For the past six months, a group of three families have, from time to time, approached Mr. Browning with object in mind of purchasing sufficient land so that three building lots could be obtained. The asking price for the land has varied over a wide range, but oddly enough, the price has consistently been \$1000./acre plus a realtor's commission. The variable has been the area of the land---an accurate survey having not been available. The most recent mensuration has placed the total area at approximately 20 acres. For various reasons, it has not been considered economically feasible to attempt to develop more than three home sites. In fact, it has been estimated that the cost of developing five lots would produce a larger lot price than three lots plus a large tract of land which could be used as common land.

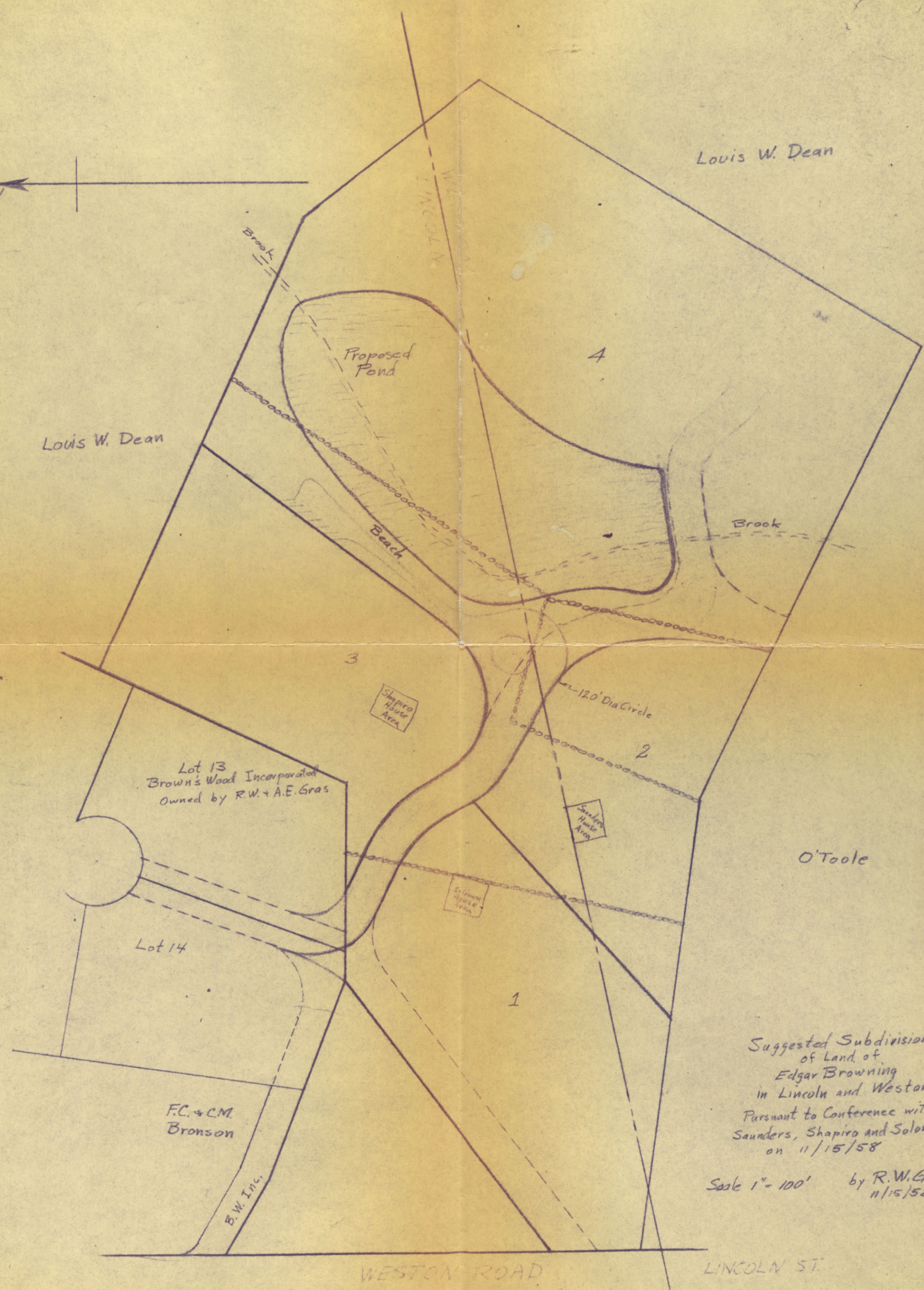
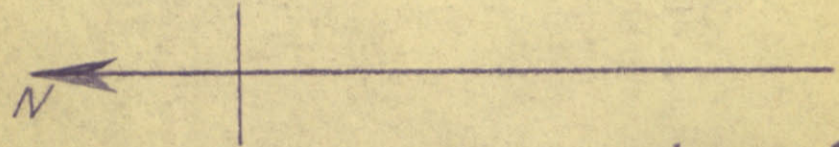
The three families have met with the Common Land Acquisition Committee and have essentially proposed the following: The land would be subdivided so that three lots would be made available. The remainder of the land would be sold to B.W. for common land. Approximately nine acres could ~~XXXXX~~ thus be acquired. The cost of this acreage would not exceed \$5500 (selling price for Lot#21). The land, which would be common land, is gently rolling field, dotted at intervals with clumps of trees. A stream approximately bisects the nine acres, and the banks of the stream are (relatively speaking) densely wooded. Some of this area could be cleared the stream bed gouged, and the stream dammed thus creating a three acre or - pond. The remainder of the land could easily satisfy our desires with respect to flat area suitable for ball fields, steep, clear slopes for skiing and tobogganing, wooded areas for picnics, etc. In short, it appears that all our common land needs could be satisfied with this land.

The matter, which adds urgency to the necessity of commencing consideration of this prospect, is the possibility of a competitive buyer appearing on the scene. For this reason, the three families are anxious to take an option on the land. They are hesitant in doing so without, at least, a more than casual blessing from B.W.I. (They can't afford to purchase the entire land themselves or forfeit the cost of the option).

While it is true that the tract which B.W.I. would acquire is not within what might be considered to be B.W.'s boundaries, the gravel road, which the three families would construct, would provide easy and ready access. In addition, the families have indicated their willingness to cooperate (financially and otherwise) in the development of the common land. They are quite pleased with the prospect and look forward to a pleasant and profitable mutual association.

In order to further this discussion and perhaps come closer to making a positive statement regarding B.W.'s position, a meeting, (not a general meeting but one specifically concerned with land acquisition) will be held on Sunday, at 8:30 P.M. at the Shansky's. Interested families, who cannot attend, are STRONGLY URGED to make their sentiments known by phoning Shansky at Cl 9-9775.

Common Land Acquisition Committee
Ruth Wales
Homer Eckhardt
David Shansky



Louis W. Dean

Louis W. Dean

Proposed Pond

4

Beach

Brook

3

Shapiro House Area

120' Dia Circle

2

Lot 13
Brown's Wood Incorporated
Owned by R.W. + A.E. Gras

O'Toole

Lot 14

1

Suggested Subdivision
of Land of
Edgar Browning
in Lincoln and Weston
Pursuant to Conference with
Saunders, Shapiro and Solomon
on 11/15/58

F.C. & C.M.
Bronson

Scale 1" = 100' by R.W. Gras
11/15/58

B.W. Inc.

WESTON ROAD

LINCOLN ST.

Selectmen

12/1/58

Fitts, Grabill, Flint, Mrs. Canson, Lincoln
Hilton, S&H Jones, Weston & Simpson
Gras Wales, B.W.I.

Jones present 15K plus.

Can submit Laurel, keep Moccasin, o.k.

Upper Moccasin + Laurel - ?

ToffL. would like to fill & abandon catch basins. - reduce active number.

\$400 - 12" pipe in place - Roger,

+ Resurface @ \$20/yd²

C. F. would gamble on 1q drywell at Connt. Rd.

Board of Selectmen

November 10, 1958

Chas F. Hs, Warren Flint, Elliott Corbill.

C.F. quote P.B. "Experimental - must be proved workable".

P.B. also see driveways surfaced, bare areas seeded.

Moccasin Hill req town action.

Maintenance? (too many catch basins)

Accept 6 - no maint next 5 years. Normal, not abnormal expense.

Clear catch basins > 3-4 mos.

→ Why not Snel & Hill