

Cooperative Housing at Brown University

-exerpted from 1995 thesis by of former BACH resident Sarah K. Heineman '95, and work by coordinators Shayna Cohen and William Heublein.

I. The Beginnings

The exact beginnings of cooperative housing at Brown are difficult to pinpoint. "The Annotated BACH Chronology", written anonymously in the spring of 1975, records: "Spring Semester 1969-1970-- Several students got together to study cooperative living, and the idea to begin a cooperative house at Brown was born." The cooperative house was from the beginning entirely the idea of students. It was originally intended to be officially off-campus, and thus out of the control of the Housing Office. According to the motivated students (BDH: 3/19/70), "The cooperative house would improve the poor social situation at Brown, . . . by providing an informal, coeducational atmosphere eliminating the social segregation of dorms and the detachment caused by off-campus living." The house would be leased from Brown Student Agencies, which had just changed its form of organization to that of a consumer cooperative at the beginning of that month. (BDH: 3/3/1970) The interested students envisioned a co-op of about 25 people, with equal numbers of women and men, equal numbers of students from each class, and in addition a resident married couple, who would be "probably graduate students". (3/19/70) Further information from this semester is lacking, as all news revolved around the massive student strike against the Viet Nam War.

However, a group of interested students occupied a University-owned house at 69 Manning St. during the summer of 1970. There is no readily available information regarding the securing of this house for the cooperative experiment, such as who the negotiators were or how much rent was paid. However, "The experiment went pretty well considering little support from the University administration and 'insufficient technical know-how'". ("The Annotated BACH Chronology"). The students were determined, though, and they gained practical knowledge of how to run a co-op. In addition they continued to entertain long-term ideas for a cooperative house, and they recognized that they would need a strong organizational foundation for such a plan. Much of their summer must have been occupied with writing up the [Articles of Association for BACH](#), as BACH was officially incorporated on August 8, 1970.

When the fall of 1970 arrived, the students interested in cooperative living no longer occupied 69 Manning, but there were other developments afoot. Taking advantage of the New Curriculum, sixteen students participated in a GISP (Group Independent Study Project) that they had formulated on "The Cooperative Movement in America". They were interested in cooperatives on a practical level as well as an academic one. As the "Chronology" states, "They studied the idea, talked with co-ops at other schools, and looked for a suitable location." The result of the GISP was the "**Proposal For The Use Of Bryant Houses As Cooperatives**". This Proposal is a fascinating statement of philosophy and of the desire of the original co-ops for a productive relationship with Brown University. There is an acute awareness of the unique quality of cooperatives, and a hopefulness for wide change and cooperation with the University.

The writers of the Proposal recognized the need to define the relationship which would exist between BACH and Brown. They stated that "cooperatives for members of the Brown University community must be a vital part of the living environment of that community and therefore must have a direct and well-defined relationship with the University." They proposed a relationship "in which the University must actively assist in the success of the cooperative venture, and the cooperatives should be responsive to the needs of the University and work with it to realize a better living environment." Given the independence and desire for self-determination which was implicit in BACH from the start, and given the University administration's desire for control over the students (which may have appeared at the time to be in a process of change), such a relationship may have been doomed from the start.

Meanwhile in the rest of the University community tensions continued between students intent on changes and an administration seemingly debating its position. Coed housing had been expanded by 200 students during the summer, against the wishes of Dean of the College Eckelmann. In November the students living in a Pembroke dorm switched rooms with each other so as to make the dorm coed by room rather than by floor. (BDH: 11/13/70) The administration threatened the students, yet they stayed where

they were and the issue was eventually dropped. In December students in Diman House took similar action, and received similar threats with a similar result. The antagonism existing between students and the administration is evident in the words of an unidentified Diman House member, who stated, "Eckelmann is not interested specifically in the coed housing issue-- his only interest is the maintenance of his own authority and that of the administration." (BDH: 12/15/70) Other students began a food co-op which occupied space in the basement of 90 Waterman St. Administration ambivalence regarding these students is evident in the fact that though the co-op received space in a university-owned building, Eckelmann said (BDH: 9/29/70), "The food store issue aside, I think the university is concerned with the merchants on Thayer Street and its relationship to them."

Concerns about housing for the expanding undergraduate population were not forgotten. During the fall, the Campus Planning Committee planned an in-depth study of housing needs, to be carried out by an Ad Hoc Committee on Housing. This Committee was to investigate demand for co-ed housing and uses for the campus of Bryant College, among other things. (BDH: 10/1/70) Brown had arranged to purchase the buildings of the relocating Bryant College, and they would become available for any necessary renovations early in the summer of 1971. The Housing Committee seems to have been open to new ideas and suggestions, possibly in part because it was chaired by Steve Cowell '72, who was one of the students involved with the "Cooperative Movement" GISP. He was an extremely enthusiastic and influential organizer, and was also a part of the Community Relations Committee (CRC). This committee was concerned with the improvement of relations with the Fox Point community. Fox Point had experienced an increase of over 100 students in its population during 1970 (BDH: 12/1/70), despite the fact that Brown had supposedly limited the number of off-campus permissions to the past year's level "to help alleviate pressure on Fox Point" and had intended to "do everything it legally can to dissuade students from living in Fox Point". (BDH: 2/16/70) It is true that most of the students causing the increase were graduate students, and that Brown had accommodated many students on campus through overcrowding, but clearly the problem of community relations was one which could not be ignored, especially since enrollment would continue to increase.

It is within the context of the issues of housing and community relations that the subject of cooperative housing reappears. Tensions between students and the administration continued, as a December 16, 1970 editorial in the BDH called for "the formation of different kinds of housing arrangements", saying that dorms were sterile and unappealing, and noting that the off-campus population was likely to be cut back. In fact, the following day Steve Cowell introduced a proposal to the CRC which called for the off-campus population to be cut back by 140, to a limit of 450 students. "Special provision was provided, however, in the proposal, for students who would ask to live in group living situations of more than ten people. Ideas like communal living projects, cooperative housing, interracial housing, foreign student or special interest housing were cited as examples." Under the proposal, up to 100 students would be allowed to live in "these group living experiments", and investigation on the purchase or lease of large one-family houses for this purpose was underway. (BDH: 12/18/70) In early January of 1971 Steve Cowell and Curt Blessing '73 held a forum to discuss the issue of a limit to off-campus permissions and explain the responsibility of the University. (BDH: 1/8/71) It seems that the major points of an off-campus limit and the desirability of communal living were accepted, because in early February the Housing Committee approved plans for a cooperative house at a meeting where it also accepted an off-campus limit of 500 students. The limit was raised by 50 students because, in what has been a common reason of the administration in various contexts, it could not afford to act differently. A dormitory that had been proposed proved to be too expensive and impractical to build. (BDH: 2/9/71)

With time passing and the idea of cooperative housing seeming to be more of a real possibility, it is appropriate to return to the original Proposal which had been formulated by GISP members. In the Proposal the students indicated their desire to "set up enough cooperative housing for everyone who is seriously interested", and to use either Bryant-owned houses, or houses purchased or leased on the regular East Side housing market with the aid of the University. One of the reasons given for the desire to use Bryant houses was that "these houses are part of the structural fabric of the community and . . . should be preserved from the fate of a university parking lot or high rise office building . . ." The fear of the destruction of the houses was not an unreasonable one, given that Kelsey Murdoch, assistant to the

President, indicated that, "the wood frame houses might prove too expensive to restore, citing newly-passed fire safety laws and increased construction costs." (BDH: 2/17/71) However, BACH proposed to consider five of these houses for conversion to cooperatives. The five houses included two on Charlesfield St. and three houses on Young Orchard St. BACH recognized that the houses would need "considerable renovation" (Proposal), and proposed that the best plan would be for the University to sell the houses to BACH. A "less acceptable" plan also suggested was that the houses be leased to BACH at cost, with terms of five to ten years and an "option for automatic renewal at the request of the Association if other terms of the contract have not been violated." The conflict inherent between the "close relationship" with the University that either of these suggestions would entail, and "the desire on the part of students to take responsibility for their own living environment" is evident in the proposals made for "Possible Relationships".

The "possible relationships" involved trust and cooperation between BACH and the administration. The Proposal suggested "certain types of shared decision making and consultation, advice and assistance in decision making in those cases where the University and the Association have a shared financial interest." The Board of Directors of BACH would hire Brown's Director of Housing, Robert Hill, as its official advisor. There is no evidence that this actually occurred, but the Proposal suggested that he would "be able to provide both technical assistance and continuity", and "provide the link necessary to guarantee close cooperation necessary for the planning of Brown's housing policies." He would have had a great deal of power. The Proposal states that, "In the case of major structural changes in leased buildings, Mr. Hill will have veto power over the decisions of the Board of Directors. He will also be responsible for advising on and giving final approval for the way in which major repairs are carried out."

In addition to the methods by which the houses would be obtained and by which decisions would be made, additional concerns regarding the relationship involved housing policy and maintenance. The Proposal suggested that the students who chose to live in the co-ops "should not be considered within the criteria of either off-campus or regular dormitory regulations", but should instead constitute "a new group living category". In addition, the individual cooperative units would have sole determination "[i]n the area of internal rules, room assignments and other similar policies". In this respect the tendency towards independence is especially strong, and I suggest that the great degree to which each house functions as "an entity distinct from both the University and the Association itself" has been a major factor in the persistence of co-ops at Brown.

Finally, maintenance was a concern of both BACH and Brown from the very beginning. Apparently, it "initially was a problem with 69 Manning during the summer", yet the co-ops firmly insist that they will take steps to handle the problem, including "serious discussion", "experimentation with different methods of division of labor and maintenance schedules", "the close supervision of each co-op unit by the Chairman of each house and by the Coordinator of the Board of Directors", and "the initial assistance from Mr. Hill concerning the running of the house". In addition, each student would "sign a contract or occupancy agreement which will set down their rights and obligations in a co-op and which they will pledge to carry out". It was felt that any problems would be secondary to the benefits of "reduced costs" and the "realization of a greater responsibility on the part of students to control their own environment".

The responsibility necessary from the co-ops was one consciously "based on new concepts in education as well as changing life styles". (Proposal) As Leah Klein and Sandy Resnick, two members of the co-op GISP of Spring 1975, wrote, "The Brown Co-operatives embody the highest hopes of the New Curriculum." They went on to quote from the New Curriculum Guidelines (Klein and Resnick, 1975):

Resolved. That the Faculty endorse in principle the following statement: At Brown University, education for the undergraduate has as purposes the fostering of the intellectual and personal growth of the individual student. The student, ultimately responsible for framing his own development in both of these areas, must be an active participant in framing his own education. . . Structures, rules, and regulations of the University should facilitate (this) and should provide the student with maximum opportunity to formulate and achieve his educational objectives.

Thus, despite a certain ambiguity regarding the desired relationship between the University and BACH, the initial co-ops hopefully pursued the implementation of their Proposal, in the atmosphere of change at Brown University.

All did not go smoothly for the co-ops during the spring semester of 1970-1971. A March 10, 1971 editorial in the BDH stated:

Vice President Malcolm Stevens yesterday requested the Brown Association for Cooperative Housing to submit another proposal to the administration. Mr. Stevens indicated the proposal would probably be viewed favorably, according to Steve Cowell '72, a member of BACH. The University Housing Committee and Robert Hill, director of housing, previously endorsed to President Hornig a detailed, initial co-op proposal presented two months ago. However, the administration has recently sought to prevent the establishment of co-op houses, charged Mr. Cowell. BACH is seeking to lease or buy a number of university-owned houses, preferably at Bryant. They would supervise and finance renovations. More than 200 students have expressed interest in cooperative living at Brown for next year. The decision to request a second proposal came after a prolonged dispute between members of BACH and the administration, culminating in an accusation yesterday by Mr. Cowell that BACH had been 'completely frustrated and opposed' by U. Hall's 'total vacuum of ideas and an amazing ability to avoid making decisions.' Mr. Cowell charged the administration with misleading BACH concerning the terms of the Bryant acquisition, leasing procedures and financing of renovations.

There were delays and extensive negotiations. The determination of Steve Cowell seems to have been an extremely important factor in the eventual resolution of disagreements between BACH and Brown. One of these disagreements was the method of renovation for the houses. The two Charlesfield St. houses which were eventually leased from Brown (under the "less acceptable" option) were included with two other wood-frame houses in a statement estimating that the cost of their renovation would be \$186,461. "Planning is going ahead on these dormitories as if they were to be renovated totally by the university although co-op members have indicated they would do the renovation themselves." (BDH: 3/19/71)

By April 23, a preliminary agreement had been reached for the administration to lease the two Charlesfield St. houses to the BACH. Consensus had been reached over most details at a meeting between six members of BACH, Robert Hill, John Price (business manager), and Malcolm Stevens (Vice President). The houses would be leased at \$1 each per year for a five year term with option to renew, under the condition that the co-ops would renovate them and bring them up to fire code in the process. The twenty to twenty-five thousand dollars originally estimated for the renovation would be financed primarily through bank loans. However, the university sought guarantees regarding financing and maintenance, and "Mr. Price cautioned . . . that the final decision rests with President Hornig". This did not seem to be too much of a problem, as President Hornig had stated that he was anxious to see cooperative housing at Brown in a March 3 letter to Dick Martin '71. (BDH: 4/23/71) In a meeting of the incorporators of BACH on May 19, 1971, Stephen Cowell was elected Coordinator, and the other Board positions, which at that time consisted of Treasurer, Secretary, and a House Chairman and House Treasurer for each of the two houses, were also filled. (Minutes) Finally, on May 26, the lease for the two houses was signed, and Brown agreed to guarantee a loan of \$40,000 from Citizen's Bank for the necessary renovations. In June of 1971, 41 students moved into the two houses and began work on them. ("Chronology") Not much more than a year after the initial idea had been advanced, cooperative housing was a reality at Brown University.

While the co-ops had been granted their request, although not to the extent that they may have wished (as there were only two houses involved, and they were leased rather than purchased), other students at Brown also had reason to believe that the administration was taking them seriously. For the first time, the administration gave coed housing to all students who had requested it. (BDH: 4/15/71) Dean of the College Donald Eckelmann, who had not been a favorite with students, resigned from the deanery to return to teaching. (BDH: 4/1/71) Fox Point residents, as well, could feel that their wishes were respected, since for that year the administration abided by the off-campus limit of 500 students. The administration at Brown seemed to be in a state of flux, but also a state of relative openness.

Early in the fall semester of 1971-1972, the co-ops seem to have had a great deal of enthusiasm and momentum surrounding them. At that time, the annual room rent was expected to be only slightly below Brown's \$600 fee (BDH: 10/4/71), and so the financial reasons that a student might have had for joining BACH were then much less of a factor than they are today. It is commonly stated today that the original co-ops were highly idealistic, and this is said in tones which indicate a sort of nostalgia for a lost era, and a widespread belief that that idealism no longer exists (or has been mixed with a large dose of pragmatism). It is interesting that similar sentiments were expressed as early as 1974, when Ellen Kershaw wrote in a paper ("The Theory and Practice of Cooperative Living, A Case Study of a Cooperative House at Brown") that,

Three years of co-op life have flowed under the bridge since the first co-ops at Brown, and only one or two people had a real idea of what the over-all ideology behind B.A.C.H. was. . . Some felt that there had been a strong ideology, but that it had dissipated-- times had changed and that [sic] it was not very important anymore.

In any case it is a fact that in those first few months the co-ops were not content to be limited to two houses, but were interested in expansion. An editorial (BDH: 10/6/71) supported this notion, saying of four wood-frame "Bryant" houses on Young Orchard St. that "all should be retained, perhaps via an expanded Brown Association for Cooperative Housing." The co-op members, however, probably recognized that Brown would not be interested in selling, or even leasing, these houses to BACH, after the negotiations of the previous spring. At any rate, they were interested in being more independent, and went ahead with their own plans.

The co-ops were interested in purchasing a house on their own. On September 29, the BACH Board of Directors decided to enter into an agreement with Citizen's Bank for a mortgage on the house at 166 Waterman St., and into an agreement with Goldman Realty to purchase that property. (Minutes) However, not surprisingly, Citizen's Bank refused to finance the mortgage without a guarantee from Brown University, and this required a renewal of negotiations between BACH and the University. "Work on a third co-op house will get underway as soon as President Donald F. Hornig approves the plans. Members of the two existing co-ops hope to have the new house prepared by second semester." (BDH: 10/19/71) In light of the necessity for a further relationship with Brown, and probably in the hope that the administration would be more likely to look favorably on the new proposal, the BACH Board chose this time to "invite Allan Flink [a lawyer] and Robert Hill to be non-voting ex officio members of the Board of Directors contingent upon their acceptance of said invitation." (Minutes, 10/19/71) Apparently, despite the provisions of the original Proposal, Robert Hill had not been attending any meetings. It seems likely that he had not been invited, let alone been hired as an "official advisor". He did not accept this invitation, though Allan Flink was to attend meetings and be involved with BACH for nearly fifteen years. The invitation may have helped co-ops to demonstrate their desire to work with members of the administration. According to the "Annotated BACH Chronology":

After long negotiations . . . , a third house . . . was purchased by BACH with a mortgage guaranteed by Brown to be paid off over a period of 25 years. At first, Brown U. officials were opposed to this acquisition, but encouragement was received from Malcolm Stevens (then vice-president of the university), several members of the Brown Corporation, and many other people.

The negotiations this time around seem to have been focused on financial responsibility and doubt (on the part of the administration) that the co-ops would survive. Their desirability as a part of the Brown community had already been established, and questions about where to house the increasing number of students and what to do with the Bryant purchase were no longer factors. Steve Cowell "stated that the administration's financial risk in backing a BACH mortgage would be negligible. The committees [of Housing and Campus Planning] voted to go on record as supporting the aims of cooperative housing." (BDH: 10/26/71) The final decision rested with President Hornig, and came at the last minute, only after broad support for the co-ops had been demonstrated. The BDH reported that after initially indicating in a morning meeting with Steve Cowell that he would not accept the proposal, President Hornig reversed his decision, "apparently . . . after discussions with several members of the Brown Corporation, who have

received information on the third co-op as part of BACH's effort to win approval for its proposal." (BDH: 10/29/71) It cannot have hurt matters any that approximately 30 BACH members had assembled outside of Hornig's office that afternoon "to await his final decision" (ibid.)-- a move that has become known in BACH history as "a sit-in in Hornig's office". ("Chronology", and personal conversation)

The precise reasons for both the initial refusal and the final go-ahead are garbled. Apparently, Hornig had organized co-ops at Harvard in 1940 and at Brown, while a chemistry professor, in 1952, and both had failed. As Steve Cowell asserted, "His response to the document was that he did not see the possibility of this co-op succeeding any more than the co-op he had been in". President Hornig himself said, "The crucial time for this type of thing is between the third and fifth year. . . . What happens after these dedicated people graduate? For the first time, people start arriving to whom this is just another thing around." (BDH: 10/29/71) His reservations were not unfounded, as we have seen that the co-ops themselves recognize a difference between themselves and the initial organizers. "Generations" of house members are also short, perhaps two or three years at the most. Steve Cowell pointed out that the co-op leaders were mainly juniors and sophomores, and that "80 of the present freshman class had indicated an interest in living in the cooperative houses next year." President Hornig was eventually persuaded. Perhaps he wished that in fact this co-op would survive, despite the failures of his past associations with co-ops. Related to the question of survival was "the fear that such a guarantee [of the mortgage] would cause the university to take a loss if a default occurred." This was allayed by BACH's "'degree of commitment' in offering to guarantee losses up to \$13,000." (With a mortgage of \$64,000--the sale price, plus part of the cost of renovations-- and a resale price estimated at 55 to 60,000, the maximum possible loss should have been between \$4000 and \$9,000.) At any rate, President Hornig eventually reported, "I have consulted with members of the Corporation and this is an absolutely safe thing." (ibid.) The Brown Daily Herald applauded the decision, noting in an editorial of the same day that co-ops were both more pleasant and less expensive than dorms, and adding,

The only unfortunate note in the whole proceedings was the time involved to make the decision. Though it is true that most students' consciousness of time is more immediate than that of administrators, it is deplorable that negotiations between BACH and University Hall dragged on until yesterday, the day before the co-op group had to either buy the house or forfeit.

This would not be the last time that negotiations would drag on, but for now the co-ops were satisfied with their position, and they entered into a formal agreement to buy 166 Waterman on November 11, 1971. During December and January, the co-ops made renovations on the house, and at the beginning of the second semester, in January 1972, nineteen people moved into Watermyn. There were now 60 co-ops total, and for several years they were to remain pretty much to themselves, initial negotiations with the University being over.

III. History

Other sectors of the University community were not faring as well as BACH during the early 70's. On February 10, 1972 a headline in the BDH declared "BSA Cooperatives Face Rising Thefts". By September of that year, a lack of space forced the closing of the food co-op. The paper (8/29/72) cited "a rental disagreement between university officials and the cooperative's board of directors." After 90 Waterman St., the food co-op's previous home, had been declared necessary for the psychology department, the administration had led co-op officials to believe that they would receive space on the East Campus. However, by late August this offer was retracted, and instead they were offered space in the basement of Pembroke Hall, which they found unacceptable.

The community of Fox Point also seemed to be getting the run-around from university officials. Despite the spring 1971 agreement to limit the number of students permitted to live off-campus to 500 (which had been abided by during the following academic year), there were 575 students off-campus during the 1972-1973 academic year, and over 740 students during 1973-1974. In that September, "Mr. [John] McConnell [director of housing], said that any request for off-campus housing is granted 'carte blanche', and that the housing office expects that by October first all the students now in bunkrooms will be in normal

accommodations." (BDH: 9/12/73) Overcrowding was severe, and members of the Campus Planning Committee charged that "the housing problem indicates a failure of overall planning by [the administration]". (BDH: 6/4/73) However, the administration seemed inclined at first to deny the problem, and then to attempt to avoid it in various ways. Mr. Wolk, the vice president for university relations and development, stated that he was unaware that the current off-campus population was so large, and said, "I haven't heard any complaints, but I'll have to look into it." (BDH: 10/24/73) The Brown housing office went so far as to say that there had been a decline in the number of students living in Fox Point, though it added that, "Brown has no legal right to limit where students live". (ibid.) With the debate regarding off-campus housing continuing, Vice President Wolk stated in December that since 200 of the 740 students living off-campus were living in Brown-owned houses, the limit of 500 had in fact only been exceeded by 40. (Two alumni who had been closely involved with the original agreement denied this, saying that the limit had been a flat one.) At the same time, President Hornig entered the debate to say, "the people of Fox Point were told last year when they opposed the new dormitory on the Power St. parking lot that if it didn't go through, the community would have to take part of the consequences." (BDH: 12/6/73) Thus, there was a denial of the problem (a broken agreement), which was accompanied by statements to the effect that Brown University was not at fault. At the same time there was a revision of policy.

After the purchase of 166 Waterman, several years passed at the co-ops in relative quiet. Stephen Cowell resigned from his job as BACH Coordinator in early December of 1971. (Minutes, 12/8/71) He left a letter to future Coordinators (called "Advice on how to run BACH") which contained information on such things as insurance, maintenance, and a reserve account for emergencies. In addition, he cautioned "Don't let anyone at Brown convince you that they did us a favor by renting the houses and backing our loans. They got good housing for half the cost and with no expenditure of funds." However, a relationship with the administration should be maintained: "Bob Hill . . . should be relied upon and called if there are any problems. He is also an Ex Officio member of the Board and don't forget to invite him to Board meetings." As to the operation of the Corporation, the Board should meet once a month, "keeping lines of communication open between houses". "Keep away from unilateral decisions by treasurer or Coordinator." The decentralized nature of BACH is clearly emphasized. A short paper entitled "What we are doing and why we are doing it" explained the philosophy of the co-ops. After a statement of the Rochdale principles, it added,

Many of the present members of BACH have an interest in the idea of cooperation on an intellectual basis and feel very strongly in [sic] the idea of community. Community should be a group of individuals sharing and helping each other in pursuing common activities and achieving the ideals of cooperativism. Relationships between individuals and the group should be loose and free so the house will not become too introverted but yet there should be enough cohesion to maintain the sense of community of interest.

This statement shows that later co-ops were correct in attributing a great deal of idealism to BACH beginnings.

The enthusiastic and idealistic atmosphere that prevailed at the cooperatives' beginning gradually metamorphosed as newer "generations" of co-ops replaced old ones. The co-ops became more isolated from the rest of the Brown community. After a glowing article, entitled "Co-ops: A Little Bit of Thoreau" (10/19/71), the Brown Daily Herald took little notice of the cooperatives, and they, in turn, kept to themselves. Other than providing a \$3,000 loan to a Brockton (MA) housing group, BACH had little to do with the outside world. The co-ops were aware of their "hippie" image among outsiders, though. One emphasized that common social activities at the co-ops were bridge and ping-pong games, "as opposed to the prevalent dope and sex image we all have." (BDH: 10/23/73) "Within the co-op, there is strong feeling that the cooperative living experiment is only being tolerated by the university, and that the house is definitely expendable." (ibid.) Although such apprehensions existed, the co-ops were more concerned with internal operations.

The members of the organization were delighted with their independence, and were dealing with the methods by which their ideology could be put into practice. "The members of the co-op build, knock

out, and paint walls as they choose." (BDH: 10/19/71) They were also in the process of adjusting to the demands of cooperative living. "Everyone, regardless of sex, takes turns cooking, washing dishes, and cleaning. 'It takes a while to adjust to co-op thinking,' said Mr. Rall [a co-oper]. 'You have to realize that anything you mess up will be cleaned up by you or one of your friends.'" (ibid.) The original co-ops provided a firm basis and structure for the day to day operations of the co-ops. They also experimented with various types of organization. Originally, they had considered dividing the rooms so that all of the co-ops would have desks in one or two communal working rooms, and all would sleep in the same room. This idea was quickly abandoned in favor of singles and doubles, with common space limited to the kitchen, living room, dining room, bathrooms, laundry facilities, and storage rooms. The co-ops also tried making the chores voluntary, but when this system did not work, it was rejected. In 1973 jobs were divided through the use of a rotating job wheel. One co-oper noted in that year, ". . . the assimilation of new members is a constant challenge. Last year was the first year with new members, and we botched it in certain ways, but we learned enough from the experience to make this year's transition smoother." Another said, "I feel it's been a tremendous personal experience . . . in terms of comparing ideologies about communal living with practicalities. We've really come down to earth." (BDH: 10/23/73)

Once a workable system had been arrived at, newer co-ops found that system already in place, and they did not need to invest as much energy in the cooperatives. Operations began to get slack. Meeting minutes began to be handwritten and less meticulously kept, and the books were not updated and organized properly. The co-ops had come down to earth, but they needed to find a balance between pure ideology and pure pragmatism. In order to build a sense of commitment, they needed to pass down to the newer generations not only the practical methods of operation, but also the ideals and the history of their experiment.

The co-ops did not reevaluate themselves and their position until late 1974. This reevaluation happened through a GISP offered during the first semester of 1974-1975, and was spurred on by the necessity of negotiations with the Housing Office. A comparison between the title of the original GISP ("The Cooperative *Movement* in America") and the title of this one ("Cooperative *Living* in America") reveals much about the relative views of the co-ops involved. As President Hornig had predicted, this time ("between the third and fifth year", he had said) was a crucial one, as the necessity for the co-ops switched from becoming established to maintaining an already established group. Those in the GISP investigated community among students in the cooperatives in comparison to students in other types of housing at Brown. There was a recognition that the co-ops were an "alternative", and even those not in the co-ops agreed without exception that they were "of value to the university as a whole". Several co-ops mentioned having a "sense of belonging", and they wrote that they had learned much about both the possibilities and the limitations inherent in cooperative living. Unlike the original co-ops, however, most of them stated that they did not "share any common ideology" with others in their houses. (Questionnaire) It was therefore necessary for the co-ops to establish some other basis of identity. Part of this came naturally through the fact of their living and eating together. Another way that identity was established was through a growing sense of the history of the cooperatives, a history that members participated in by the very fact of where they lived. One member "expressed concern that no one really knows the history and workings of BACH." This was to be remedied by the "dissemination of information to the younger generations". (Minutes, 10/6/74)

"[T]he problem of establishing a real sense of commitment in the houses" (BDH: 2/11/75) mirrored the problem of establishing identity, and was a part of the reevaluation process. Members recognized that, "The first year was really different because it was like something we were building." "We come in now and don't have to do any of that." One person stated, "It's more bureaucratic now, but in a way that's good because more people participate in decision-making." (ibid.) The continued decentralization of decision-making was probably a major factor in establishing commitment. Alex Wood commented (BDH: 2/12/75),

the co-ops are vital institutions, going through a natural maturing process. The problem of establishing group identity and commitment to cooperative living is obviously greater among the randomly selected co-op residents of the present day than it was among the original group, many of whom had

studied, fought and worked for a year to establish the houses. It is a sign of health that co-op members are confronting this problem with a GISP and with informal efforts at self-examination in the houses. Due in part to the process of decision-making, and perhaps in part to a sense of history, "Many people who join co-ops with very uncertain attitudes find themselves becoming deeply involved in the idea of cooperative living." (BDH: 2/11/75)

The intermittent presence of Steve Cowell, who returned to provide some aid to those involved with negotiations with the Housing Office, provided some continuity with the past. He explained the "nuances of early negotiations" (Minutes, 11/4/74), and later "gave much information demonstrating the hard work that went into starting the houses. He recommended that we take a fairly hard line and selfish attitude in our University dealings." (Minutes, 3/16/75) Conflicts occurring at this time between the administration and the co-ops, especially regarding the transfer of students from University housing to BACH, may have been influential in reinforcing the opposition between the two. A letter from Robert E. Hill, the Business Manager for Resident Services, stated that "past practice . . . allowed unchallenged transfer of undergraduates from university-operated residences to BACH housing at anytime to bring BACH to housing capacity". However,

Commencing with the academic year 1975-76, the residents of BACH must be determined by the same date that fraternities establish the membership of their houses. . . After that date, transfer of residents between BACH and Brown housing will occur only so long as it is mutually convenient to all parties concerned. The above changes have been brought about due to the combined effects of increased operating costs, decreased income due to an increasing number of students failure to return to or stay in school as per prior registration, and the very real inconvenience caused students when potential participants in BACH also contract for university-operated housing. (Hill's letter, 11/17/74)

While such a policy may have been justified by the threat of "decreased income", its effect on BACH could have been devastating. BACH would have suffered "decreased income", and due to its small size (in comparison to the university) the effects would have been proportionally greater. BACH's very existence would be threatened if its income were tied to what was "convenient" for the university. Thus, the method of transfer of students became a major point during the negotiation of new terms for the lease on Millhouse and Carberry. "We want to make them realize that BACH isn't just a financial competitor, but that we serve Brown students, and should get their cooperation." (Minutes, 11/17/74) Co-ops were worried about their "precarious situation" with the Housing Office (Minutes, 2/16/75), and had determined to inform potential applicants of the situation. (Minutes, 12/8/74) The fact that the co-ops were extremely popular, and that approximately 160 people had applied to them the previous year (GISP paper, "The Co-ops And The 'Brown Community'", Jon Greenberg and Sanford Sillman), would not allow them to survive if they were not allowed to accept anyone from the waiting list.

Negotiations began in the winter of 1975. Hill said that he would agree to one-to-one exchanges "for as long as we can do it without creating vacancies in our residence halls". (BDH: 2/10/75) Peter Gosselin '76, the BACH Coordinator, suggested a system whereby BACH would accept a vacancy rate that was equal to that of the Housing Office. Hill's response to that was that he would "wait and see. . . I couldn't condone any set-up that would have others subsidize students in co-ops." (ibid.) The notion of other students, or the administration, "subsidizing" students in co-ops is one whose foundations are difficult to see, but it has been a recurring one. Hill stated that "there is a place for co-ops at Brown. But if students don't want them, we shouldn't spend money on something that's only valuable to a select few. If I have need of these buildings for special interest housing then I won't renew the lease." He seems to have overlooked the fact that over 140 students had attended that year's informational meeting about the co-ops. He instead focused on the fact that the Housing Office had been "unable to get a list of co-op residents until very late spring or early summer . . . The commitment that is needed to make a co-op run seems to be lacking." However, the main perspective with which he approached the negotiations was a financial one. "If I offer them a lease, it's going to have a dollar sign attached to it. The amount is going to be decided from a management perspective relating to the value of the properties." Peter Gosselin pointed out the relationship between Housing Office policy on the co-ops and larger housing issues: "We performed a very useful service for the University before when it was overcrowded. . . We helped alleviate overcrowding. But then

the Watson report said no more expansion, and, as I understand it, they overbuilt to a degree." (ibid.)

The administration's housing policy for this year had an impact on off-campus permissions as well as on its negotiations with the co-ops. Off-campus permission was granted to only 500 students. Enrollment had leveled off and new dorms had been built. Robert Hill justified the limit by saying that, "The capacity of the community [Fox Point] to absorb students is not as great as it was three or four years ago." John McConnell added, "The top priority of Brown University is that it is a residential college." Hill backed him up by saying, "it would be less expensive to operate the university if we were not in the housing business. However, we don't like to think that off campus is a benefit. If we thought it was a benefit, we wouldn't have built New Pembroke and added to 87 Prospect." (BDH: 2/25/75) If we take these statements at face value, then it seems the university has changed its priorities and has become much more sensitive to the needs of the Fox Point community. When 300 off-campus permissions were recalled at the beginning of April, the decision was stated to be "a result of a massive influx of Portuguese immigrants into the Fox Point community." (BDH: 4/1/75) The community may have been a factor in the decision, or it may have been used mostly as a justification for a decision based primarily on other factors.

Negotiations between BACH and the Housing Office continued. A negotiating committee was set up by the Board of Directors, and itself split into subcommittees to deal with the topics of internal finances, University finances, philosophy and history, internal problems (relating to structure and fire codes), and public relations. (Minutes, 2/26/75) The subcommittees were as much a part of the general reevaluation taking place in BACH as they were a way to deal with the negotiations. Peter Gosselin took over the bulk of the actual negotiations. He reported (Minutes, 5/19/75) that Hill had asked for a rent of six to twelve thousand dollars per year for the two houses. Hill had apparently said that there were two ways to arrive at this figure. The first was as a return on the university's investment. Gosselin pointed out that the university did not expect such a return for its other rental properties, and that the only advantage it gained was in having control over the properties in case it wanted to expand. The second way to arrive at the figure was to see it as payment for services received, said Hill. The figures he provided indicated that \$105 per student (in university housing) went toward University administration, and that \$40 per student went toward the support of Student Activities Buildings. If these figures were multiplied by the 43 people living in Millhouse and Carberry at that time, then that came to a rent of \$6,235.00 per year. (ibid.) Gosselin noted that those living off campus did not pay such a rate, and that if the rent were determined as an equivalent of the off-campus fees that 43 students paid, then it would be \$1200 per year. He proposed a rate of \$2000, and the Board authorized him to compromise up to \$4000 (for both houses). (Minutes, 6/25/75) This was the figure that was eventually agreed upon.

By late September, most of the negotiations were over. The co-ops were to give Brown a "reasonable return" on their investment, and in return the university was to guarantee an additional loan of \$17,000 for renovations. "The increased revenue required by the university can be explained in part by the fact that BACH went to the bargaining table for its latest five year lease greatly weakened since cooperative housing was no longer necessary to alleviate housing shortages." (BDH: 9/23/75) The reason for the rent increase, according to Hill, was that "in addition to the use of the houses, the rent helps pay for services that benefit BACH members, such as the cost of negotiating the lease, security, and the plowing of sidewalks in the winter." (BDH: 5/20/76) He insisted on the good intentions of the university: "If we were a profit-making institution, we could have turned the property into something else." The lease was in content substantially the same as the original one. It was for a period of five years, and it continued to allow the co-ops great responsibility for maintenance. This is a major component of the co-ops' independence. "The lease states that BACH is responsible for 'internal and external painting, replacing damaged or broken glass in windows, skylights and doors, cutting lawns, trimming shrubbery and clearing sidewalks and driveways of snow. . .'" The final agreement consisted of the lease for \$4000, BACH's agreement to pay any taxes that might have been imposed, and a "letter of understanding" regarding the transfer of students. (Minutes, 12/10/75) The letter of understanding stated, as Gosselin had wished, that there could be one-to-one exchanges between BACH and university housing, and that BACH could accept additional students from university housing, if necessary, until its vacancy rate was equal to that of the dorms. This satisfactory agreement probably compensated for the rent required. By the time the negotiations were over, BACH had a new lease, but it had also become irrevocably opposed to the administration. There would be no more

talk similar to the previous year, when the Minutes (3/16/75) recorded, "Another problem is whether we should be trying to identify ourselves with University housing or try[ing] to be independent of it." It was clear that BACH would insist on independence.

During the next few years, co-ops had mixed attitudes about the independence of BACH and its relationship to the rest of Brown. David Ray, a BACH member, made a proposal to the Board that BACH become involved in creating a food co-op, (Minutes, 2/14/77) which would buy out Kneecap Natural Foods on Thayer (**D.Ray, letter to A. Flink, 2/4/77**). In introducing it, he wrote:

We have taken a certain amount of pride in our logistic and administerial independence from the Brown bureaucracy, but this along with our stance of noninvolvement in campus affairs has greatly undermined our support and continued importance in the eyes of much of the Brown community. Needless to say, this lack of public interest was felt to be particularly pressing during attempts to renegotiate our lease on life qua Millhouse and Carberry in 1975.

The proposal was discussed and supported in principle. However, investigations into legal obligations and the method in which the food co-op could be tied to BACH revealed the extent of organization which would be necessary, and a food co-op never materialized. Relations with the Brown administration fluctuated. At one time Robert Hill suggested that BACH purchase oil through Brown at cheap rates, and he recommended two plumbers and electricians who had experience with East Side houses. (Minutes, 3/24/77)

Friendly relations between BACH and the university were rare, however. When concerns about fire regulations arose several months later, Hill declared that the fire marshall could close the co-ops down any time he wanted. He "wonders if he will have to terminate our lease. 'You are already being fairly heavily subsidized by the institution of Brown University.'" (Meeting Notes, 10/20/77) The threats were glossed over by a tentative offer of a loan to BACH, an offer which was not accepted. Co-ops worried that they would soon lose their two rented houses, but they expressed doubts about their ability to fill a fourth house if such a house were acquired. Commitment was still an issue. "There is concern that a sense of unity and a feeling for commitment to the corporation is lacking. A full corporation meeting is suggested." (Minutes, 10/20/77) The problems for BACH did not stop there, because the **treasurer absconded with about \$5000**. However, the co-ops were not in as bad a shape as all of this information indicates, and this was because of the primacy of the individual houses as opposed to the corporation as a whole.

While the corporation could not commit to any project, whether the food co-op or the purchase of a new house, the individuals in the houses were for the most part happy with their situation. "The atmosphere is totally different. It's like living in a home instead of a concrete facility," stated one co-oper, while another mentioned "great community spirit and better food as the primary motivations" for living in the cooperatives. (BDH: 3/31/78) Financial considerations also began to play a larger role in the choice of cooperative living, because besides a lower rent, the co-ops spent less than half of the university meal plan cost to feed themselves. More than 110 students applied for spaces in the co-ops, indicating "that there is a substantial interest in cooperative living". However, "There is no one type of student who lives in a co-op." (ibid.) The co-ops were interested in identifying themselves with the present and downplaying, to some extent, their connection to the idealism of the original organizers. However, they continued to maintain their "folklore". "A Concise (and Quite Arbitrary) Concordance to Millhouse Mythology" was written in the mid-70's, and in the spring of 1977 a paper (no title, anonymous) recorded and compared the mythology and folklore of Millhouse and Carberry. This paper noted that folklore was transmitted orally within the houses, but was reinforced in Millhouse by the presence of written materials. The houses had each come to have their own folklore, and had also by this time developed separate "personalities". A common saying from this time period was that "Carberry runs on horoscopes, Millhouse runs on stopwatches, and Waterman runs on time release capsules."

During the late 70's Brown encountered another housing crisis. In 1978-1979, 270 more undergraduates were enrolled than in the previous academic year. (Enrollment in 1978-1979 was

approximately 5500 students, at which level it was more or less to remain until the 1985-1986 year.) During the summer of 1978, "lack of community spirit" was cited as a "major residential problem", and in response Hill called for a relaxation of the residency requirement, stating that it "goes against everything that Brown stands for". (BDH: summer 1978) This statement contrasts sharply with what McConnell had said just three and a half years previously-- "The top priority of Brown is that it is a residential college." It is difficult to see this reversal of policy regarding off-campus permissions as anything other than a way to deal with varying enrollment and dorm space.

Relations with the Fox Point community again became an issue, as officials estimated that there were probably 820 students living off campus. (BDH: 9/13/78) The Fox Point Community Organization held meetings with "top Brown administrators" and wrote a brochure urging students not to live in the community. However, the Brown administration was silent about its responsibility. It made no comments about the crisis, aside from a statement by President Swearer that, "It's wrong. . . They shouldn't be living there," a statement that seems to place all responsibility with the students. (ibid.) The following year, the newly-created Office of Residential Life (which was headed by Arthur Gallagher and took over the responsibilities of the old Housing Office) granted off-campus permission to 913 students. Dean of student life Eric Widmer was the first to address directly the dissatisfaction of the Fox Point community. He said that the university "has taken tremendous precautions this year not to strain the community's ability to house Brown students," and added, "I don't think we will ever have more undergraduates living off campus than we do now." (BDH: 10/24/79) However, in 1980-1981 there would be over 1000 students living off campus (BDH: 9/12/80), and such figures became routine. Brown administrators gave some acknowledgement to the original figure of 500, which they had agreed to abide by back in the spring of 1971. However, they attributed various meanings to the figure. In 1973 they had stated that it applied only to students living off campus in houses not owned by Brown. In 1979, vice president for university relations Robert Reichley stated that, "We have said in past years that we would make our best efforts to limit Brown undergraduates in Fox Point to 500 students, but we cannot prevent them from living there." (BDH: 10/24/79) In 1980, "Gallagher said he tries to grant only 500 to 550 off-campus permits beyond those for the Brown-tied residents. But . . . Gallagher was forced to accept 620 off-campus requests from students who will live in independently owned apartments." (BDH: 9/12/80) The pressure of increased enrollment caused the university to modify its former policy, and to allow greater numbers of undergraduates to live off campus.

Around the turn of the decade, BACH faced its own sort of crisis. In April 1979, Kevin Donahue addressed "the hazy problem of crumbling cooperative spirit" at a Corporation meeting. (Speech, 4/12/79) He compared BACH to a body decaying from eating junky foods:

Since BACH is not suffering from any easily diagnosable malady which clearly needs attention, it is being lulled into a state of semi-stupor. In becoming lazy and obese, BACH is vulnerable to the attack of any number of degenerative diseases. Part of the problem is that in a way things are too good. Everyone gets good housing and food for not too much money and that's that. Our environment is so soft and devoid of challenges that the system of running things is rapidly breaking down. . . In the event of a crisis we would probably either be completely unable to cope or else we would be able to pull through only by unfairly taxing the efforts of a handful of people.

Donahue suggested dealing with the problem through a GISP "which can devote itself to projects such as improving communication, efficiency, strengthening our sense of history, heightening our general knowledge of cooperative principles, . . . and generally revitalizing the cooperative mechanism." However, it was too late to organize a GISP for the fall semester, and so it was held in the spring of the 1979-1980 academic year.

In the meantime, the crisis took shape as outsiders, including university administrators, became aware of the "crumbling of cooperative spirit". In October 1979 Arthur Gallagher, Eric Widmer, and dean of students John Robinson conducted an "evaluation" of the co-ops. (BDH: 10/17/79) "Robinson emphasized that the evaluation is a normal part of Brown's policy of reviewing all student housing options. He noted, however, that recent complaints about noise at the 166 Waterman St. co-op, and an unspecified

'incident' that co-op sources said involved nude dancing on the roof of Carberry House, had hastened the evaluation." Gallagher said that "Our policy towards the co-ops . . . has been one of benign neglect [for] too long. The concept of cooperative houses is a good one as an alternative to dorms at Brown, and the office of residential life should now be more active and supportive about it." He denied any intention of refusing to renew the lease (which would expire in 1981), but apparently wanted to have more administrative involvement with the co-ops. Kevin Donahue, then BACH treasurer, stated his position on this idea: "If Brown wants to give us advice on what we should be doing administratively, that's great. They have more experience with that sort of thing. . . We welcome their help as long as they don't try to change BACH or give us orders."

BACH also came under the scrutiny of Issues magazine, which printed a scathing article entitled "The Cooperative Myth: A Dream Gone Stale" in November. The tone and theme of the article are apparent in one brief quote: "Whereas the original residents wanted to cull a loose atmosphere that avoided the confining, impersonal feel of a dorm, later inhabitants wallowed in a laid-back sloppiness few, if any of them, had ever dreamed of living in before." Kevin Donahue wrote a letter to the editor in which he confessed that "the article struck a sympathetic nerve in my own cooperative awareness", before going on to decry the "sensationalism and low punches". (letter, 11/12/79) He wrote, "In fact the mechanism of day to day living in the co-ops operates remarkably well. . . It is also true that the co-ops are a pleasant place to live. The atmosphere is warm, friendly, and vibrant . . ." Although the Issues article took a cynical attitude, it recognized that some action was being taken in the co-ops. "[Revitalization]'s been thought to be a matter of getting back to the roots, of revitalizing the 'myth' they've been pinned with so long, of dealing with issues, not idiosyncrasies. Several members drew up a proposal to have another GISP on cooperative living this fall, to reread and rekindle what's been forgotten." (Issues, November 1979)

The GISP finally took place in the spring of 1980, and BACH was then back on its feet. Fourteen people participated in the course, which was entitled "Cooperative Living; History, Theory And Practice". The members investigated the topics that Donahue had suggested, and at least one student continued the tradition of recording co-op mythology (in a paper on "Waterman House: The Structure And The Myth"). In addition, there was a more positive description of the co-ops in an article which described various housing options. "Principle [sic] advantages include coed double rooms for couples, plenty of friendly off-beat people, a sense of community, and cheap rent. They are a ready-made social scene." (BDH: 2/11/80) Later in 1980 the co-ops successfully negotiated a new lease for Millhouse and Carberry. Gallagher was apparently still interested in greater administrative involvement with the co-ops, because he suggested that a university housing representative sit on the BACH Board and a BACH representative sit on the residential life committee (Minutes, 10/2/80), though this never happened.

Toward the end of 1980 a new five-year lease was signed which kept rent at the level of \$4000. However, co-ops seem to have forgotten that the \$4000 figure had been arrived at in part through an estimation of what they would have paid in off-campus fees, because beginning in 1981 each of them was required to pay to the university, in addition to rent, a "non-resident" fee which was the equivalent of the "off-campus" fee. (Minutes, 4/17/84) For the following few years there is little information, but the co-ops seem to have been doing well. They had passed through their latest identity crisis. "A Brief History" of BACH, written in the spring of 1980, stated:

Things changed after 1971. Student activism was for most a thing of the past, and later co-ops, living in a secure house, found it hard to have the same zest and enthusiasm as had the founders. We didn't need to. Though the idealism of those pioneers has faded, a new practicality has grown up. . . We no longer plan to take over all the dorms and replace them with co-ops, but we retain a strong commitment to student-run housing. . . BACH remains a friendly, good place to live.

Housing policy at Brown in the early 1980's was not substantially different than it had previously been. By the fall of 1981, 1000 students off campus seemed normal, so when only 900 students were granted off-campus permission that year (BDH: 11/30/81) the administration felt that it needed to produce an explanation. "[Dean of students John] Robinson asserted that off-campus permission is neither a right nor a privilege but 'a mathematical byproduct'." Speaking for the Office of Residential Life (ORL), Don

Desrochers stated, "We have not revised or changed any policy; the degree of its application has increased." (BDH: 1/15/82) The idea of communal living enjoyed a brief renaissance with the ORL. The university-run house at 111 Brown St. contained eight doubles, five bathrooms, a kitchen, a living room, and a washer and dryer. It functioned somewhat like a cooperative, and Gallagher declared that it was "one of the best things that has happened in terms of housing." (BDH: 4/21/81) Gallagher also said, of university housing policy, "We're trying to create a sense of community so that students will conduct their lives in a neighborly fashion. I like the idea of neighborhoods. . . It's important to get everyone to understand that the residential life office is not an isolated office, but we are involved in community values and social issues." (BDH: 11/6/81) Perhaps these ideas allowed the co-ops to remain undisturbed during the early 80's.

During this period, co-ops seem to have freed themselves from the feeling that they needed to live up to the reputation of the original organizers. They recognized both their strengths and their weaknesses, and combated the weaknesses with an emphasis on education and decentralized decision-making. A paper by Bruce Baker ("Brown Association For Cooperative Housing", 12/3/83) analyzed the co-ops. He noted the principles upon which co-ops are based, and recorded that two ways in which BACH fulfilled the sixth principle ("Cooperation among cooperatives") were by purchasing natural foods from the Kneecap Foods Co-op on Hope St., and by belonging to the group North American Students of Cooperation (NASCO). Baker referred to the idealism of the founders, and said, "The community feelings continue to exist and function." As to weaknesses, "Since the Cooperatives are entirely student run there is a fairly high turnover rate, but there is never a shortage of people trying to get into the Cooperatives . . . There is always a waiting list to get in." In addition he listed "conflicts of style and objectives, inefficient decision making, neglect of long term planning, and ambiguity in defining responsibility." However, due to the informal nature of BACH, conflicts were "generally resolved in an informal, private, interpersonal manner", and "members tend to be forgiving".

The most important alteration in BACH that would contribute to its viability as a cooperative is the education of the members. BACH suffers most of all from the members' ignorance of the cooperative principles, BACH's history, and its goals. Through a greater understanding of cooperation BACH should be able to rely on a greater degree of commitment from its members. Baker suggested emphasizing responsibility and commitment to prospective members, setting goals for each semester, encouraging GISPs, and establishing a system of accountability.

The co-ops were in good shape. They had approximately \$25,000 in their emergency fund (Minutes, 10/17/83), which had contained no more than a couple thousand dollars throughout the 1970's. Talk about buying a new house became more serious. "The financial situation of BACH is quite good and financing the purchase of another house would not be a problem. There are also enough people interested in the co-ops to fill another house, especially if we decide to recruit among RISD students." (Minutes, 9/6/84) The idea of buying a new house would not become a reality for another ten years, but Robert Hill felt that "The people who are interested now have a stronger commitment than members fourteen years ago." (BDH: 9/17/84) The co-ops continued to be "a homey alternative to frenetic dorm life", and "Other than collecting rent and occasionally sending a fire marshall over for inspection, the university plays a non-interfering role in Brown co-op life." (ibid.) In early 1985, 62 students applied for only 22 openings in the co-ops. Uwe Lorenzen '84, BACH Coordinator, said that part of the co-ops' appeal was that they were "the only places where as a student you can have real say over your environment." (BDH: 3/18/85) "As far as the atmosphere is concerned-- BACH is still a refuge from the tide of conservatism and conformity. The houses have their ups and downs but no scandals have rocked BACH recently." (Lorenzen, letter, 4/19/85) BACH organized a reunion picnic for alumni in May of 1985. History and education were still important to the co-ops. "Dorms have no history, and I like being in a place that does," said one co-oper. (BDH: 11/5/85) Co-ops also saw their experience as educational. "Co-ops play an important part in [the] process [of finding values] . . . getting along with people because they're your fellow man, and not necessarily because they started out being your friends," said Julia Brainin '88. Nina Perales '86.5 added, "The people are mellow, interested in discussing ideas, creative, able to cooperate . . ." (ibid.)

Lease negotiations with the university ran from approximately December 1985 to May 1986. The university raised the rent to \$5100 per year, but Claudia Morgan '87, BACH Coordinator, felt that "BACH

was still getting a fair deal". (letter to the editor, BDH: 10/14/86) The main sticking point during negotiations was the notification period for termination of the lease. University officials wanted the period to be six months, but the co-ops wished for the period to remain at a full year. Eventually the two groups reached a compromise whereby a period of six months would only be acceptable if that six months coincided with the end of an academic year. In addition, there was "a written provision on the part of the university to help BACH locate appropriate alternatives to both Carberry and Millhouse, should the university want them back". (ibid.) For at least a year following the lease negotiations, co-ops made an effort to foster good relations with the administration. "We need to improve and upkeep university relations," stated the Board Minutes of 9/14/86. With this end in mind, co-ops arranged for university Plant Operations people to walk through Millhouse and Carberry, and to give an assessment of damages and a free estimate of the cost of repairs. Co-ops were careful to maintain their independence, however, recording that "we do NOT have to have them do any work that we don't want them to." University officials responded favorably. "Tom Raso [of Brown Rental Facilities] says that he likes our 'cooperative attitude', and that it might be Brown's responsibility to do serious work like rewiring Carberry, for example." (Minutes, 10/5/86)

The lease negotiations of 1986 may have passed smoothly in part because the university was going through yet another housing crisis. Undergraduate enrollment rose from 5588 in 1984-1985 to 5753 in 1985-1986. (It dropped back to 5639 the following year, but then rose again to 5818 in 1987-1988, and climbed to 5958 by 1994-1995.) Even in 1984, 1150 students were given off-campus permission. Desrochers said that the figure was "on the high side of normal. I've been here for about five years, and there have always been between 900 and 1150 students living off campus." (BDH: 10/9/84) The administration began plans for a new dorm. ". . . many [administrators] believe that the dorm should be built to pull more students back on campus and foster a better sense of 'community'." (editorial, BDH: 12/10/86) Before the dorm was built, more students than ever received off-campus permission, with as many as 1500 students living off campus in the 1987-1988 year. (BDH: 12/1/88) Tensions with the Fox Point community naturally worsened, but as vice president for university relations Robert Reichley stated, "Enforcement problems prevent the university from prohibiting students from living in Fox Point." Gallagher said, "If a lot of students live in Fox Point it makes sense. . . It's a free country. This is Brown University, not West Point." (BDH: 4/16/87) The new dorm was finally completed in preparation for the 1991-1992 academic year, and it would hold at least 300 students. The ORL consequently reduced off-campus permissions, although approximately 1000 students would still be living off campus each year because enrollment had increased. Desrochers cautioned that "Living off-campus is still a privilege, not a right," and the university hoped "to nurture the 'residential college' atmosphere of Brown." (BDH: 9/28/90)

During the past decade students in BACH were not the only ones actively involved with cooperatives. Brown students started both a computer co-op and a bookstore co-op. In the fall of 1985 the computer co-op was started in Harkness dorm, with support from the University. In 1986 it received \$7000 from the University, and consisted of two Macintosh computers and a laser printer. (BDH: 9/18/86) However, by early 1987 the co-op was seen as "a computer cluster much like the many others on campus". The University gave it no more funding, and cut off the service of the co-op's link to the mainframe. With the consequent lack of e-mail capacity and access to network software, and with "university priorities" being set on public access computer centers rather than on a network in the dormitories, the co-op died out. (BDH: 2/18/87) It had been dependent on University support for its survival, and when that support was cut off and the University began to provide similar services, the co-op could no longer function.

Students have also made various efforts over the years to provide used-textbook cooperatives which would undercut Brown Bookstore prices. One such effort was sponsored by the Undergraduate Council of Students (UCS). The used book co-op began its operations in the Morris-Champlin lounge in January of 1990. (BDH: 1/26/90) The director of the Brown Bookstore doubted that the co-op would be successful, citing the "random nature of the inventory" and the inconvenience of shopping at the co-op in addition to the bookstore. (BDH: 9/11/90) The UCS co-op merged with the book fund of SOFA (Students On Financial Aid) in the fall of 1990, and in fact the arrangement did not work out and the co-op soon dissolved. However, by the spring of 1992 another UCS-sponsored co-op began in Room 234 of Faunce House. (BDH: 4/15/92) I am unaware whether it is still in existence or not. It appears that efforts at

establishing a book co-op have been discouraged by the University, which has relegated the book co-ops to odd corners of campus, thus maintaining its virtual monopoly on both new and used textbooks.

Brown Student Agencies (BSA) is another student-run group which has recently been faring poorly. BSA was begun slightly before BACH incorporated, and retained its independence up until this year. In February 1995, however, an agreement was made between BSA and the Brown Bookstore, under which BSA would remain somewhat autonomous while being financially and legally attached to Brown University. (BDH: 2/10/95) The agreement was made because BSA had suffered a \$30,000 loss for the past couple of years. In November 1993 Donald Reaves, Senior Vice President for Finance and Administration, had offered BSA the services of a University auditor, after learning of "unorthodox business practices". "[F]rom that point the benefits of coordinating with the University have been considered." (ibid.) Ludwig Schulze '96.5, President of BSA, noted that one of the benefits of the merger would be a continuity in management, since there is an inherent instability in having student managers who "move in and out of their positions with their respective classes". Career Planning Services Director Victoria Ball, a member of BSA's board of trustees for fifteen years, also recognized the problem of student management. She said, "You can't expect students to be exact on all kinds of financial systems. There have been problems in the past carrying on important information, and training new people. This is a lot of responsibility to put on a student's shoulders." (ibid.) The BSA seems to feel that it is incapable of handling large amounts of money, and needs University personnel to assist it and make suggestions.

In recent years, BACH has been healthy. Though "the co-ops are not very visible on campus" (BDH: 4/23/87), they continued to receive more applicants than their number of free spaces each year. BACH members' reasons for choosing housing in the cooperatives were changing. Financial concerns played a larger role than they had in the early years, since the rent for a co-op room in 1987 was \$650 per semester, while dorm rooms ran about \$1190 per semester. Food costs were also \$280 to \$300 per semester, much lower than meal plan prices. However, the co-ops also cited "community" as a major reason for their decision. (ibid.)

Co-ops in recent years have been concerned about the persisting image among outsiders that they are "hippies". They have made a point of emphasizing their diversity. A BDH article reflected this point by noting that "students who choose cooperative living do not fit into any single category. Members concentrate in subjects ranging from English and history to math and economics." The article added that the co-ops did indeed buy granola in bulk, but they also bought Cocoa Pebbles. (ibid.) Another article called the co-ops "a band of approximately 60 students devoted to vegetarianism, the proletariat, and psychedelia". Although that statement reinforced the hippie image, the article (BDH: 9/16/88) also referred to the co-ops' attitudes:

While current co-ops have gleaned many of their traditions from that heady era [1971-1972], they say the trick is now to curb the negative hippie stereotypes many outsiders have attached to their houses. But at the same time, they are adamant in preserving their independent, cozy community.

The "independent, cozy community" of BACH has also become more of an anomaly than ever at Brown. After the New Dorm was completed, the University decided to close five of its houses: 67 and 69 Manning, 74 and 78 Charlesfield, and Dyer House at 150 Power St. Dean Gallagher said this was "a cost-beneficial measure which would save the university from making over a million dollars in necessary maintenance." (BDH: 11/5/91) The BDH lamented the decision, saying, "A dorm may be tall and gleaming, but it is still a dormitory. At least a house can escape that label. The residents of on-campus houses have created enjoyable atmospheres in their homes as they are able to live in a more personal environment." (BDH: 11/5/91) Prior to the decision to close these five houses, the BDH had suggested that the administration turn the houses over to BACH. "Then the University wouldn't have to complain about the cost of maintaining the old houses, and I'm sure the co-op folks would be as successful handling the additional buildings as they are with the ones they have now." (BDH: 1/29/91)

Although BACH was interested in expanding, possibly through the purchase of 67 Manning, the University was certainly not interested in turning any of the old houses over to the co-ops. The co-ops

began to get more serious about expansion, however. By the spring of 1988 they were exploring the possibility of purchasing either a house or land on which to build. 67 Manning was mentioned at the Corporation meeting (4/13/88). Co-ops explicitly decided not to look for any houses in the Fox Point or Mt. Hope areas, because they were concerned about the integrity of the neighborhoods. The idea to build a house initiated talk of a GISP on "Designing and Building a Cooperative House". (Minutes, 1/24/88) The GISP never happened, and the co-ops made no purchases, but they did decide to raise rent by \$100, so as to have money available for future expansion. This decision, made partly because of fear that Carberry and Millhouse would be lost, was the most important thing to come out of the discussions of 1988. It ensured the availability of funds which would be used to purchase the New (or "Gnu") House, 116 Waterman St., in the fall of 1994.

During this time, maintenance on the Brown-owned houses began to be a periodic source of tensions between the co-ops and the university. For example, in October 1987 the University stated that BACH owed it \$750 for asbestos removal. The Board Minutes (10/14/87) noted, "This makes no sense since the University is responsible for things like that. This needs to be cleared up." In June 1988, Brown claimed that it had fixed a broken fire escape at Millhouse, and billed BACH. (Minutes, 6/29/88) Then in 1989,

Brown claimed they would pay for a new back door for Carberry, but has not done so even though the work order has been in for a long while. . . Similarly, they are supposed to put in smoke detectors, fire exit lights, and panic bars on exit doors but have made no progress for no apparent reason. They may not be desiring to spend money on the co-ops. (Minutes, 1/29/89)

There has thus been some question over whether Brown or BACH is financially responsible for certain types of maintenance. Plant Operations has been unreliable both in performance of necessary work and consequent billing of such work to BACH. In addition, a now-legendary story relates of the time a Plant Ops worker tried to walk out of Millhouse with a ladder owned by BACH. All of these experiences have led co-ops to be suspicious of Plant Ops and the university in general. In Carberry, house members are told that if they see a Plant Ops worker in the house they should ask why the worker is there, and walk with him around the house (to check on what he is doing and to prevent any potential loss of ladders). It is hardly surprising that co-ops have chosen to perform two recent major projects on their own. They installed a new plumbing system in Carberry House, and re-roofed Millhouse two years ago. BACH paid for these projects, though they are included within a twenty-year amortization agreement with Brown.

The most recent round of lease negotiations between BACH and Brown began in 1991. The lease on Carberry and Millhouse was due to expire on June 30 of that year, but negotiations were delayed. Dean Gallagher indicated that because there was a new vice-president for finance at Brown, "it would be some time before it would be possible to determine the University's position in negotiations." ("Lease Negotiation Summary") Therefore, both parties agreed to a six-month extension of the lease. The co-ops wished to conclude negotiations as soon as possible. Both houses were in need of "urgent repair", which it would not make sense to undertake while the terms of a new lease were still under discussion. Negotiations were accordingly planned for the summer of 1991. The university again delayed. The administration wished for Plant Operations to inspect the houses, but the inspection, originally scheduled for early in the summer, did not take place until late September. (ibid.) By October, no further meetings had yet been scheduled, and the lease was extended for another six-month term.

When lease negotiations began again in the spring of 1992, the major sticking points were the level of rent and the length of the lease. The University proposed a three-year lease, with an option to renew it for two years. Brown also proposed to increase rent from its level of \$5100 to \$7888 for the 1992-93 year. The \$7888 figure reflected a level of 50¢ per square foot. The University also asked that rent increase to 75¢ per square foot (or \$11,787) for 1993-94, and to \$1.00 per square foot (or \$15,717) for 1994-95. Gallagher, the negotiator for the university, explained the drastic increase by saying, "The University wants to recover its costs for insurance, security, and other implicit benefits that BACH enjoys by being a part of the Brown community." (Gallagher's summary of a meeting held on March 6, 1992) The negotiators for BACH asked for specific information on the costs incurred by the university, and were told, "It's hard to figure out." (DeRiel, 4/11/95) Eric DeRiel spoke with Gail Medbury at Brown Rental Facilities, and with

Walter Loiselle, Brown's fire marshal, and discovered that the University's expenses on the co-ops were no more than \$6000. The expenses were for fire insurance and for protection provided by Police and Security. When I asked Dean Gallagher about the lease agreement, he told me he was not familiar with the details of the university's expenses. However, he mentioned the insurance cost, along with "administrative overhead, accounting, and lawyers". He said that negotiating a lease takes time, and therefore money, and added that this was "something [the co-ops] don't understand very well."

The co-ops were reluctant to agree to the terms of the lease, which was then (spring 1992) extended for another year. The University suggested that a wet sprinkler system be installed in the two houses, and offered to amortize such a system. Brown administrators planned to install the system and have BACH pay for it. In fact, even without a firm agreement, most of the work of installing the sprinkler system was done during the summer of 1992. The work was done by a contractor chosen by Brown. It is unclear why the work was undertaken immediately. One possible reason is a concern for the safety of the students, while another is the fact that the system greatly decreased fire insurance costs. In any case, the sprinkler system turned out to be no simple issue. By the fall of 1992, the University had paid the contractor for the work, and the contractor had left the houses. However, the work had not been completed. There were large holes in the walls through which the sprinkler pipes ran, and the pipes were unpainted. No steps were taken to correct these problems until Carberry and Millhouse were condemned as unsafe by a Providence Fire Marshall in January of 1993. Given approximately two weeks to either correct a host of violations (the greatest of which, ironically, were the holes left by the installation of the sprinkler system) or move out, the co-ops worked hard to keep their houses. They patched all of the holes to the satisfaction of the Fire Marshall. The saga of the sprinkler system, though, would continue.

BACH was able to use the issue of the sprinkler system to its advantage during the continuing lease negotiations. Lease negotiations got "really nasty" in late fall 1992, with administrators trying to force BACH's negotiators to sign the lease. The co-ops still objected to the rent increase. At one meeting, Deborah Melino-Wender told them that the reason for the increase was "opportunity cost", since the University was losing students from the dorms. The co-ops brought their lawyer, Bruce Todesco, to future meetings. (DeRiel, 4/11/95) In the winter of 1993, Brown threatened to terminate the lease when BACH still refused to agree to the University's terms. On the advice of their lawyer, and with the sprinkler issue as a tool with which to bargain, co-ops waited. In the spring of 1993 the co-ops agreed to pay \$6000 rent for the following year. Throughout the 1993-94 year, there were further delays on the part of the University, and various versions of a new lease were produced. DeRiel says that, "They thought they could slip stuff by us." (4/11/95) Co-ops insisted on a five-year lease, with an option of renewal for a further term of five years. In the spring of 1994 the co-ops finally got their wish, with a lease which will expire in June 1999. The rental rates agreed to were those of the University: \$7888 for the first year, \$11,787 for the second, and \$15,717 for the remaining three years. In addition, the co-ops agreed to pay for the sprinkler system, and the University produced a \$50,000 bill for it. Finally, the co-ops agreed to install new electrical wiring in Carberry House, and the lease specified that the wiring should be "completed. . . no later than September 1, 1994. . . in a good workmanlike manner by contractors or mechanics approved by [Brown] and in accordance with plans and specifications approved in advance by [Brown]." (lease)

IV. 1995

After the lease was signed in the spring of 1994, BACH bid out the electrical wiring job. BT Electric put in the lowest bid, at \$14,500, and BACH accepted the bid in July. BACH planned for the work to be completed by September 1, in accordance with the specifications of the lease. Dave Klaphaak, who was BACH's Maintenance Coordinator and in charge of the electrical renovation, contacted Brown Plant Operations to inform them of the project. Dave insists that he was told by phone to go ahead with the project, but that one week later he was told that it was necessary for Brown to be in charge. John Noonan at Plant Operations said that BT was not approved to do the work because he was not on Brown's "pre-approved contractor" list. At any rate, BACH abandoned its plans for the project. In September 1994 Rob Fetter became BACH's new Maintenance Coordinator, and on October 13, 1994 he met with several representatives of the university to discuss plans for the electrical renovation.

By the time of the meeting, Brown had bid out the project, using its own specifications. The university informed Rob that the lowest bid was \$43,000. The university also gave him a copy of the bid specifications. The reason the bid was so high was that the wiring was required by Brown to be inside the walls, rather than outside in conduits as BACH had planned. Brown explained that the wiring must be interior because: (1) It lasts longer; (2) It looks nicer; and (3) It is university policy. (Fetter, 3/16/95) Co-ops argued that it is not true that interior wiring lasts longer; BACH does not care what the wiring looks like and would rather save the money; and that in any case, Brown had used conduit wiring in the new Pembroke Computer Cluster, so the policy could not be very firm. Both Brown and BACH repeated these arguments during the rest of their discussions in 1994. When it seemed futile to fight against university "policy", BACH asked that the project be re-bid, with BT Electric added to Brown's list of "approved contractors" and thus allowed to bid. Brown agreed. Rob requested that BACH be forwarded copies of the bids, which were due to Brown on November 17, "since after all the lease does say that we're supposed to award the bid." (Fetter, letter to Bruce Todesco, 3/22/95) Brown did not forward the bids.

In late 1994, the situation worsened. BT Electric, BACH's originally chosen contractor, failed to bid on the electrical renovation. BT Electric told BACH that it did not bid because the time frame specified by Brown, December 1 to January 25, was unsatisfactory. In any case, BT Electric is a small firm, and perhaps did not want to deal with the ninety pages of specifications stipulated by Brown. The lowest bid at this time was \$65,000. Co-ops hoped that the university would pay for most of the project, and Rob asked for a meeting between BACH and Brown to discuss the issue of payment. That meeting was postponed until after several administrators had a chance to walk through Millhouse and Carberry. Co-ops hoped that the walk-through would be a positive event, when the administrators would see that the wiring was needed, that it could be done in conduit, and that people are happy in the co-ops. (Fetter, 3/16/95) Instead, university administrators "pointed out everything we did wrong" (ibid.), and sent a letter which stated "the need for frequent inspections by University personnel". The letter repeated the University's position, that it would contract the work, and continued, "We will be in contact with regard to the scope of the project, work scheduling and associated costs." (Thomas Raso, letter, 12/12/94)

By the time Raso's letter was received, it was the middle of December, and the project did not look like it would be either completed or started during winter break. There were long delays. Raso stated that he could not meet with Fetter before break after all. Communication between BACH and Brown completely broke down. After winter break, Rob Fetter called John Noonan at Plant Operations almost every day, but Noonan never took his calls. Fetter sent letters to both Noonan and Dorothy Renaghan (also at Plant Ops), and received no response until he sent a letter stating that, due to Brown's unwillingness to discuss the project, BACH would go ahead and do it on its own. At that point, in early March 1995, Renaghan called Fetter to tell him that the University would be in control of the project, "and of course they will expect us to pay for it." (letter, 3/22/95) She told him that BACH would receive a formal letter "early next week". When no letter arrived, Fetter called her office twice, but received no response. By March 22, BACH was ready to finally bid out the project once again.

At 4:30 in the afternoon of Thursday, March 23, BACH received from the University the first concrete information of the year. As students were leaving for spring break, Fetter received a phone call from Tom Raso, who informed him that the contractor chosen by Brown would arrive at Carberry House the following Monday. The electrical renovation would cost \$79,000. This figure included the \$65,000 bid, plus \$14,000 to cover the cost of preparing the specifications. A March 23 letter from Arthur Gallagher to BACH did not arrive until March 27, by which time Ryan Electric Company was already working in Carberry House. The letter portrayed the co-ops as irresponsible:

Throughout the discussions of this project and previous projects, the student representatives of BACH have been consistently interested in lowering the standards of the work to be performed in order to lower the cost to BACH. It is clear you and your fellow BACH officers have placed the financial position of BACH before the short-term and long-term safety of the residents of these buildings. Brown University owns these buildings and will continue to maintain them in accordance with its rights as owner.

The letter continued, "Any attempts to delay or obstruct this process will be considered a breach of the lease

and may also be grounds for disciplinary action under the guidelines contained in the student handbook." Gallagher clearly wishes to deal with the co-ops as students over whom he has power, rather than as members of a corporation. BACH has attempted to set up a meeting with Gallagher to discuss the issue of payment, but has again received no response from Brown. BACH indicated that it was willing to contribute \$15,000 towards the project, and although there has been no meeting, the University apparently still expects BACH to bear the entire cost. "This had been referred to as the Cadillac of electrical systems by our lawyer, and there's [no] particular reason why BACH should pay for that,' [BACH Coordinator Adam] Lowe said. "They don't care to talk; they'll just slap us with the bill a few months down the road.'" (BDH: 4/6/95) BACH consulted with its lawyer, and planned to fight Brown, by whatever means necessary, on the issue of payment.

The other large issue which has become a bone of contention between BACH and Brown at this time was the issue of BACH's capacity. This has become an issue because of the New House. BACH had been considering the purchase of a new house for many years, in order to expand, and also to insure the organization's survival, should Millhouse and Carberry ever be lost. In the summer of 1993, BACH had come close to purchasing a house at 163 Waterman St. However, the use of the house as a cooperative would have required a zoning variance. When neighbors objected to this variance at a hearing of the Zoning Board, BACH withdrew its application and decided not to purchase the house. In 1993, BACH informed the University of its plan to purchase a house. Tom Raso "stated that there was no problem in principle to that idea, provided that the house in question complied with basic standards of safety". (letter from Eric DeRiel to Donald Reaves, 4/8/93) However, Walter Holmes, Vice President for Administration, responded to BACH with a letter in which he said that, "The Administration is currently considering the implications of this move and I will be in touch with you when a decision is reached." (letter, 6/16/93) He also asked that BACH continue to inform him of its plans. Unfortunately, when the plans for 163 Waterman fell through BACH did not continue its correspondence with the University on this issue.

BACH continued with its search for a new house throughout 1993 and 1994. In the spring of 1994, co-ops felt that they should not inform Brown of their plans while the lease negotiations were still underway. Some felt that if Brown were too acutely aware of the plans, it would try to prevent the project. (Lowe, 3/13/95) BACH spent the summer of 1994 in securing a mortgage on 116 Waterman from Citizens Bank. BACH did not inform the University of its plans until September 23, the day on which the sale of the house was completed. "I think it came as a shock to them," says Adam Lowe. (3/13/95) The September 23 fax to Brown administrators informed them that the property would not be running as a co-op until January, at which time it would house up to eighteen students.

The transfer of undergraduate students from University housing to the co-ops was the issue which first reinforced the opposition between the two groups in 1974. A letter of agreement on transfer policy had then been appended to the 1976 lease. Another letter, which stated the same policy, had been appended to the 1981 lease, and to all following leases. The letter states that BACH will submit to the ORL a list of students who plan to live in the co-ops, and that "Students who have contracted for University housing shall be allowed to transfer into B.A.C.H. in order to keep it at full occupancy. . . ." It states that, "the University sees the co-ops as one of many housing alternatives open to students on a par with the others. It wishes to give students wishing to live in the co-ops the same opportunities as other students." (letter, 4/22/81) The letter does not specify that it pertains only to certain properties owned by BACH, nor does it set any limit on the number of students who may be transferred.

Brown did not wish to recognize that it was legally bound to this agreement. The University denies that any such agreement existed. In a letter sent to Adam Lowe (9/26/94), Gallagher stated:

I . . . wish to confirm that the current agreement with BACH allows for 55 student spaces in BACH houses at 71-73 Charlesfield St., 79 Charlesfield St. and 166 Waterman St. Any undergraduates wishing to live in a co-op house that would exceed 55 student spaces will not be permitted.

At the time Gallagher wrote the letter there were 55 BACH members. The number of BACH members, however, had fluctuated between 60 and 54 during the time of BACH's existence. It had been 57

as recently as April of 1987. (For a chart showing BACH's occupancy level, see Appendix C.) Adam Lowe wrote in his response to Gallagher (letter, 10/15/94), "In six years of meetings and letters. . . regarding BACH's expansion plans, your most recent is the *only* to mention capping the transfer of undergraduate students between Residential Life and BACH at their current levels."

The University insisted that in order to allow a larger number of undergraduates to live in BACH, it would need a formal proposal. In December 1994, Lowe sent what he calls a "Proposalesque" memorandum of understanding to Gallagher, which did not concede that the 1981 letter was invalid, but attempted to appease the University. (Lowe, 3/16/95) Gallagher did not accept the memorandum, and claimed that the transfer of any more than 55 students would be "a modification to the current lease". (letter, 12/13/94) (In January 1995 Adam Lowe wrote an angry response to Gallagher's letter of December 13, but received no further communication from the University.) The co-ops were frustrated, and were also in the process of dealing with the issue of the electrical upgrade. Some felt that it really was unfair to take students out of the dorms in the middle of the year, when the ORL had not received warning of the increase in time to adjust its housing plans. Others were inclined to believe that the University was actually in the right on the "55" issue. During winter break, the co-oper in charge of housing filled the New House with non-students and with students who had off-campus permission. Thus, there were no more than 55 undergraduates (without off-campus permission) on the list which was finally submitted to the ORL, although BACH had originally planned to submit a list with a slightly greater number of such undergraduates.

At this point, co-ops did not know of any further steps which they could take to resolve the issue. They decided to submit the list of co-ops for the fall semester without any proposal or excuse. In late February 1995, the list was submitted to the ORL. It contained the names of 72 BACH members, of which 66 were undergraduates without off-campus permission. When there was no immediate response from the University, co-ops had reason to believe that the issue would be dropped and that the University would abide by its agreement. However, Dean Desrochers (of the ORL) sent a letter which repeated Brown's claim that only 55 undergraduates are allowed to live in the co-ops and stated that since BACH had submitted a list of 72, all would be billed for on-campus rooms. The letter was dated March 23, the same date as the letter regarding Carberry's electrical upgrade. Concerned by the letter, BACH decided to try sending one more response, and to try to set up one more meeting, at which Bruce Todesco would be present. One co-oper said, "I feel like we don't talk to them any more; our lawyer talks to them."

In addition to the two major issues of the electrical renovation and the transfer of students, the issue of the sprinkler system resurfaced. Plant Operations had produced the records from the project in September 1994. Through the fall, BACH refused to pay, since the patching and finishing work had still not been completed. In addition, there was a \$360 discrepancy in the bill. In December the contractor returned and made some gestures towards the completion of the work. At that time BACH estimated that 80% of the work had been completed, and paid slightly more than 80% of the bill. The University was then silent on the issue until March 23, 1995, when Gallagher produced a copy of an addendum to the bid specifications which stated that BACH would be responsible for all patching and painting. No one in BACH remembers seeing this addendum or hearing of it at any time. The Plant Operations manager who would have been responsible for the addendum has recently resigned from his post. At any rate, Gallagher stated that BACH was in violation of the lease, and that the residents of Carberry and Millhouse would be evicted on March 31 (during spring break) if BACH had not paid the remainder of the sprinkler bill by that time. Lowe responded that he could not do anything about the bill until the Board had a chance to meet, which would not be until after break was over. Despite some reservations, BACH paid the remaining \$9500 on April 5. Thus the sprinkler issue seems to have been resolved, but relations with Brown were the worst in co-op history.

Ironically, during this time of horrendous BACH--Brown relations, BACH has received a large amount of positive press. Articles describing co-op life and emphasizing its difference from undesirable dorm life appeared in both the Brown Daily Herald ([3/17/95](#)) and the Independent ([2/2/95](#)). The articles noted that interest in the co-ops has increased. For the past few years BACH had received around a hundred applicants per year for only a few spaces. Recent articles covering Carberry's electrical upgrade

(Independent, 4/6/95; [BDH, 4/6/95](#)) also presented BACH's position in a favorable light; though they have attempted to present the University's position, few administrators agreed to comment on it. Favorable press has not been limited to student publications. The Brown Alumni Monthly included two photographs of co-ops in a special issue (2/95) which celebrated the diversity of Brown University and the Brown experience. The following month (3/95) the magazine devoted a page to an article on BACH, with special emphasis on the New House. In its table of contents, the magazine declared that "the co-op movement lives".

VI. Crisis Building

The positive BAM articles brought on a stream of anti-BACH sentiment from older alumni. One of the most outspoken was [Frederick F. Fordon '55](#), who wrote to the BAM:

"With a tattooed female on the cover and an at-home picture of a male student and a female student in their shared dormitory room, the magazine forces me to conclude that Brown supports both social deviancy and fornication as two important constituents of higher education... I now regard Brown only as a cultural sewer -- Cloaca Maxima -- emptying polluted product into mainstream America. I sorrow deeply for what was and is no more."

Some more recent histories have attributed this clear anti co-op stance among the older alumni as contributing to Brown's acceleration of the termination of leases, though the initial notification had been given prior to the responses. Perhaps the fallout manifested itself in the University's unexpectedly hostile response to BACH in the Fall of 1996, though another contributing factor to the University's hostility came out of disputes surrounding GNUHouse's fire code violations and eviction.

GNUHouse, 116 Waterman, an ongoing restoration project from 1994, housing 11 people by the Spring of 1995. In April of 1996, BACH received notice that Finlandia "violated the city's fire code, occupancy regulations, and ventilation standards." ([BAM 9-96](#)) Failing to meet the demands of the fire marshall by June, GNUHouse residents found themselves evicted, the house condemned. BACH hired Paul Pavlovski, a local architect, and worked to bring the house [up to Code](#). Fire doors, wired glass windows, stove hoods, a fire repression sprinkler system costing \$22000, , and fire escape extensions were installed; walls were torn down, others were put up. The end result of the reconstruction was a cap of 12 people under the "multi-unit rooming house" zoning designation. Full occupancy resumed in February 1997, and later that year, house members decided to change the name from the initial GNUHouse/Newhouse to Finlandia, derived partially from the Danse Finlandia record therein.

Expecting to resume unfinished negotiations in the fall of 1996, BACH Board members were greeted instead with an ultimatum granting two options. Option A consisted of a five year, non-renewable lease in which Brown denied BACH the right to control maintenance and included a rent increase of almost 600%. Option B was to leave the houses as Brown's original lease termination announcement demanded. If BACH did not respond by the stated deadline, the University would assume Option B. The absence of an invitation for further discussion or negotiation was conspicuous. BACH responded, making it clear that they did not consider either of their presented choices "options" and refusing their offer of the rent increase accompanied by eminent lease termination.

The reasoning behind not accepting [the new lease agreement] is mostly monetary," said Carmel Drewes '98, coordinator of BACH. "The increase on the rent would have been 560 percent. We couldn't justify that large of a rent increase in such an unstable living conditions. Having had a lease terminated once, we can't be sure it would be terminated again." ([BDH 11/13/ 1996](#))

Because fruitless negotiations had taken up the majority of the two years since initial notification and because BACH was thus left with insufficient time to obtain new properties before the old ones were lost,

negotiations continued in November 1996. The final decision was that BACH would vacate Carberry by September 2, 1997 and would continue to occupy Milhous until May 31, 1998.

Further, in May 1997, the Providence Fire Department resurfaced with a list of Watermyn's fire code violations, a list which had been unenforced but pending since 1985. The electrical system installation conflict stood unresolved in the Spring of 1998.

V. Post-Crisis

With the completion of the Watermyn fire system installation in 1999, the challenges from the outside that had threatened BACH's viability, both from the University and from the Fire Marshall, had been abated, and contact with these two parties gradually decreased. With only 27 residents in BACH, the plan had shifted to a longer term strategy in terms of house acquisition planning. The Board of Advisors met less frequently, and advised waiting until funding was available to purchase a house rather than renting. The BACH board, radically restructured during the 1994-1997 period, also stabilized, with a 4 person representation from each house. The Waterman Loan was paid off in 1998, leaving BACH still with the Finlandia loan and 2002 balloon payment. Higher rent rates, (\$1750/semester), still competitive with Brown, but not with most other off-campus housing, and the decreased legal occupancy contributed to less continuity in membership. These factors marked a move away from expansion planning and towards capital improvement.

A trend of costly yet necessary capital improvement projects began with the repairs to Waterman's roof in 1998. This was followed by the 1999 restoration of Finlandia's wood floors (undertaken entirely by co-ops), the 2000 replacement of Waterman's porch (contracted out for \$15,000), and the removal of Watermyn's internal lead pipes in 2001. In December 2001, a minor fire crisis built around a seemingly malfunctioning FCI fireboard, and difficulty with Tyco/Grinnell. Grinnell had bought up BACH's original contractor, Fire Data Systems, in 2000. They had increased rates significantly, and apparently lost all important documents pertaining to the installation of the system. After repeated false alarms in Fall 2001, the Fire Department disconnected the board. BACH subsequently received an estimate on the board's repair from Grinnell for \$2700. Upon routine bi-annual inspection, an experienced technician found that the problem was not with the board, but with the failure of prior Grinnell employees to accurately assess the problem, the solution for which involved pressing a few buttons. Grinnell last inspected the houses in January 2002. A new quarterly contract was signed with the smaller Electronic Alarms company later that month.

In April of 2002, BACH began preparations for contract negotiation with Brown. The standing **Contract between BACH and Brown University** had been signed in 1996 by Carmel Drewes and then VP of Administration, Walter Holmes, and had recently been unearthed from a pile of papers in the BACH office. BACH attempted to schedule a meeting with the new Dean of Student Life, Margret Jablonski. BACH representatives were told repeatedly that Dean Desrochers would have to be present at the meeting. When 3 BACH representatives showed up at the Office of Student Life, they found that the meeting was now with Dean Desrochers and Dean Jean Joyce Brady, a change which prompted the board's examination of the **Brown administrative structure**. At this meeting, Dean Desrochers presented a Draft Contract which he had composed. While clearly derived from the standing contract, this draft had several key changes. The most visible were a drop in the number of undergraduate students allowed special category BACH housing (28, limited by legal occupancy, from 55, limited by legal occupancy), and a decrease in the duration of the contract from 5 years to 1 year. These changes signified a decreased endorsement on the part of Brown, now represented primarily by Dean of Residential Life, Don Desrochers, of the BACH project, and were interpreted by some BACH members as a threat to BACH's continued existence.

BACH's first response to this meeting was to hold several discussions bringing in current members and alumni. Additional "Deans to Dinner" nights were scheduled, and a Board of Advisors meeting were organized. The Board of Advisors had not met for two years. With new faculty representatives, and the help

of an attorney, BACH sought to reinterpret rather than categorically oppose Dean Desrochers' changes. Initial negotiations went well, with the strong possibility of a 5 year contract on terms similar to those agreed upon in 1996. With the renegotiation moving towards resolution, BACH members began to focus on long-delayed maintenance including the repainting of Finlandia's façade and porch painting & repair.

Appendix C

Breakdown of the population of BACH, by houses:

<u>Date</u>	<u>Millhouse</u>	<u>Carberry</u>	<u>Watermyn</u>	<u>New House</u>	<u>Total</u>
06/71	(M. + C. = 41)		--	--	41
01/72	(M. + C. = 41)		19	--	60
05/73	22	21	17	--	60
10/77	20	21	17	--	58
02/78	20	20	14	--	54
12/83	?	?	?	--	55
04/87	?	?	?	--	57
01/88	20	18	16	--	54
10/88	20	19	16	--	55
04/95	20	20	15	(11)	(66)
--					
1/99	0	0	15	13	28
1/01	0	0	15	12	27

Note: The current figure of (11) for the New House indicates that these 11 people are not recognized by the ORL.

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