

Minutes of Meeting, 451 West Broadway Cooperative
April 9, 1970

"May the 451 encounter group come to order," president Gerhardt Liebmann commented as he opened the meeting in the loft of the secretary-treasurer. All lofts but that of Jeffrey Mitchell and --in the early segments of the meeting--Vivian Browne were represented at the start. The latter arrived during the later half of the meeting's second section.

The president said that Part I of the meeting was to consider the problems of Robert Chapman and Pierre Jouchmans, both of whom had indicated they wish to rent their spaces for a period of time so as to pull themselves out of the financial hole into which the cooperative has thrust them. Now, said the president, is the time for the cooperative to spell out its attitude about renting and work out some arrangements for same with the two members. Chapman asked that the bylaws concerning renting be read out, and the secretary did so. Generally they allowed renting without permission for periods up to three months, required a lease for longer periods, brought renters under the same artist requirements as members, indicated an opposition to absentee landlordism, and under its working rules suggested that the cooperative receive at least \$10 per month or 10% of the profit for managing the rental space. Asked what the legal force of this was, Stratton said that in actuality the cooperative could do anything it wanted--bylaws could be amended by an 8-2 vote, or could be ignored if everyone agreed to do so. The membership, he said, need not be bound by them if it does not want to be. Ely Raman said that as a former renter in the 80 Wooster Street space owned by Bob Watts--a permanent absentee landlord--he attended meetings but did not have Watts' proxy. At public work sessions he pitched in, though he did not have to do so. On the subject of work sessions, Jouchmans asked what arrangements could be made to compensate for the members' absence. Stratton suggested a solution made by Chapman--who at that moment was shepherding his dog to safety, away from the territorial Stratton cat. The solution was that the lease provide that the renter either work for the building himself or pay the difference out of his own pocket.

This brought the president to a parenthetical topic--the proposal to raise hourly wages for building work to \$5. The present \$3, Liebmann said, is so low that even those members far in debt prefer to pay others rather than to work themselves. Frequently, he said, it is the people who are up on their payments who wind up doing most of the work rather than those who are behind taking the opportunity to make up their debt. Jeannie Raman interjected that the late lamented Pete Dublin has indicated he will be available for work at \$4/hour. The treasurer said that, while the co-op cannot afford to pay wages, there may come a time when it must if

the membership does not improve at work sessions. Harvey Simons suggested that a floor be put on work--so many hours a month required--and that each member be required to put in that time. That done, he said, no one would be berated for having not worked his share. Anyone wanting to work more hours would do so at his own pleasure. The suggestion was not properly debated at the time, however the secretary would like to comment here that the same system was in force through most of the cooperative's early days and failed miserably--which was why the system was changed to a dollar-amount monthly reckoning. And with the present mood of the workers being what it is, it would likely result in a considerable drop in work-hours. Stratton suggested that, as an alternative but similar solution, the same kind of hourly wage scale be followed but with the added requirement that all members either turn out to work on public work days or put in an equal amount of time on their own. No specific changes in the present work system were voted by the membership, although the \$5/hour wage hike seemed to be agreeable to most of the cooperative and the secretary promised a canvass of members after some thought could be given to the subject.

Back to renting, Chapman agreed that the cooperative should indeed receive some percentage of the rent in exchange for the new requirements of a rental space. Stratton suggested that a one-year limit be placed on a rental lease at this time, with the proviso that the membership could, at the end of the time, review and decide whether to extend the rental lease. He advised that the members now looking for tenants would be faced with writing a lease for a specified period of time--which certainly would be at the insistence of the normal renter, who would want some protection for himself--and that unless the cooperative acted that lease could be for 5 or 10 years. Such a lease, he said, would have the force of law and it would probably take a legal battle to oust an undesirable tenant before that time. For the sake of the renting members, the secretary said, the cooperative must make known ~~now~~ its guidelines--if any--as to what would be acceptable terms for a lease.

The consensus of the meeting seemed to be that, in a lease situation, the rights of the cooperative, the renter, and the tenant should all be protected ahead of time. Although each future case should be judged on its own merits, in the present circumstances the cooperative would propose to act as management agent for the renting loft and would become collections agent for rental money. For this service the cooperative should receive a small compensation, say \$10/month, with the rest of the rental being credited to the cooperator's maintenance, renovation costs, and debt, if any. In the event the cooperator is not in debt to the co-op, each month a small amount of money--say \$25--would

be set aside and allowed to accumulate to a specific level--say \$200--so as to defray lump sum renovation costs should they occur. The rest of the rent could be held at 6% interest by the cooperative or could be forwarded to the absent member. The cooperative would also act as a kind of watchdog for the departed member to assure that the renter does not destroy fixtures or jeopardize owner or cooperative. A point reiterated here was that the cooperative is determined that there shall be no absentee landlordship endorsed here and that the concept of owning one's own home is paramount. Still, it was agreed that the mere fact of ownership should not be so restrictive as to disallow its members latitude to travel or take up temporary residency elsewhere. The measure seemed to be whether the intent was to return and live within the cooperative. For this reason, the membership would be reluctant to agree to a lease at this time for more than one year, although future circumstances (such as a Raman example of a two-year fellowship overseas) would govern future decisions. At the end of the year's time the cooperative would reexamine the situation and could agree to an extension of the lease if it so wished. The renter, it was thought, would preferably have to meet the same general standards as do the people who currently reside in the building, both in association with the arts and compatibility with the membership. The secretary suggested that a clause be inserted into any lease that, should the city disqualify the tenant from living in the building, ~~when~~ his lease would automatically be terminated. The secretary also suggested that should the rental not be enough to guarantee that a member's arrears, maintenance, or renovation be cleared up in a reasonable time, the cooperative should ask that the absent cooperater find some additional means of paying off the debt.

Thus endeth Part I of the meeting and beginneth Part II. Part II was an encounter session, starring the president and Harvey Simons on opposite ends of the negative and the secretary-treasurer occupying a strident neutral. The encounter opened with a despondent secretary-treasurer commenting on the reluctant takeover of the affairs of the cooperative by himself and the president. Since their election 18 months before, he said, the two had wound up with all responsibility for the wide variety of the cooperative's dealings--from lawyers, contractors, renters, and finances even to overseeing the minutiae of renovation. An appalling example of the general lethargy, he said, was the fact that all those asked to replace Liebmann in the office of president--a replacement requested more than 6 months before--had replied with an unconditional "no." Simons interjected with some dudgeon that he himself had not been asked and that he himself did not like the attitude of some who portrayed him as some kind of second class citizen. The secretary asked whether he would

indeed like to be president, and Simons indicated that if the post were merely ceremonial he might accept it. Preferably, he said, he would take the post of King. Liebmann sternly commented that while most of the difficult work was behind--work like finding money, writing contracts, arranging renovation--the post is nevertheless one demanding time, strict attention, and work. Someone else commented that, while it was true that much of the building's responsibility had fallen on the shoulders of the two souls in question, it had been because they had themselves taken over and become familiar with affairs so complicated that only they could handle them. The secretary-treasurer snorted in reply that, unlike in most cooperatives, every piece of business ever transacted had been thoroughly discussed and explained not only in the meetings but in the minutes--in black and white for easy reference. The fact that members had not bothered to become acquainted with the material was hardly the fault of the scribe.

At this point the encounter session between Simons and Liebmann commenced. The chief points launched from the side of the former seemed to be that the latter--and presumably his sidekick as well--had taken over because they enjoyed it and that it was meet and right that those who did not enjoy such work be freed from having to do it. Further, Simons went on, though he had been picked on, principally by the president, for not working, he had in fact worked more than many in the cooperative. (The secretary, in a high-decibel blast, ~~was~~ agreed with the latter statement but commented that indeed no one had mentioned or even thought of discussing Simons' workload.) Simons added that he now has a full-time job and could not possibly find the time to work the long hours to which the co-op executives gravitated so easily. The president arched his arthritic back--the one with which he had erected the final touches on the facade the weekend before--and responded with denials ~~that~~ that 16-hour workdays were joyful pleasures. He lectured on responsibility, maturity, and a variety of other German-Swiss attributes while Simons happily drove home the nails. The distraught secretary shouted time and time again for order but Simons, Liebmann, and a majority of the watching members turned to him severely and told him to be quiet. "This is an encounter," Liebmann told him. "That's right," said Simons. "A clash of life styles," commented another. The secretary settled back with his beer.

Although neither side was talked out at the time, the secretary had to declare the encounter at a close to the great dismay of both participants and onlookers. "It's about time it happened," commented one of the protagonists. "You'll wake up the kids," retorted the secretary, "and besides, you've missed the point." The point to the gripe session of the two executives, Stratton said, was to change the system, to reorganize so that two individuals do not wind up permanent stewards to a cooperative.

For one thing, she secretary said, a replacement must be found for the president. For another, duties now relegated to the two executives must be shared among other members of the cooperative. As it stands, he added, responsibilities farmed out to others simply wind up back in the hands to the two executives when those put in charge fail to do anything. Ely Raman, by way of explanation, said that when he felt like working for the cooperative he had to go up to ask Stratton what to do and where to do it--what was being asked, he said, was for others to take over responsibility ~~from~~ of knowing what to do and organizing others to do it. The secretary agreed. The executives should nudge others to work, he said, but there should be a "noodge to nudge." "What does that mean?" Steve Fernandez asked. "It isn't Spanish," Liebmann answered.

The secretary asked that there be a parcelling out of duties of various kinds, and said it was time for others to become assistants to the executives to learn duties which they could later take over. The following assignments were made at the meeting:

1. Collections agent (Gabriella DeGennaro until sale of her loft, then to Harvey Simons); including collection of rent from store tenants and door-to-door collections of monthly checks from members of the cooperative.
2. Mailbox installation (Susan Sively); getting mailbox inspector in to approve installation and provide keys.
3. Hallway finishing (Pierre Jouchmans); completion of spackling and painting of halls and the eventual finishing of stairs, handrails, etc., and keeping halls free from hurdles.
4. Basement construction (Gerhardt Liebmann); lobby and vault wall, bathroom enclosure and hall if necessary, etc.
5. Basement rental (Gabriella) showing space, keeping same free from garbage and such.
6. Electrical supervisor (Stratton); installation of new electrical work in basement, work with contractor, elimination of violations in individual lofts, etc.
7. Electrical assistant (Ely Raman); assistant to #6 above.
8. Official contactor (Vivian Browne); responsible for making sure all members know of meetings, rousting members for work sessions, etc.
9. Stairway construction (Liebmann); stair to roof, etc.
10. Assistant treasurer (Steve Fernandez); working with treasurer to learn accounting system, finances, with end in view of taking over as treasurer when present confusions subside.
11. Furnace overseer (Robert Chapman, then to Steve Fernandez on absence of Chapman); making certain clean-out valves checked, oil level alright, and that furnace set at proper operating level for house comfort.

The question of a new president was again brogght forth and Harvey Simons was challenged as to whether he would take the position. Alone he said he would not; he suggested Jeffrey Mitchell. After

some discussion Harvey agreed that he would be glad to take over some of the duties of president, if someone would share them with him. After more discussion the cooperative voted Jeffrey Mitchell president of the 451 West Broadway Cooperative and Harvey Simons vice president, with one taking over all duties while the other is away. The gleeful and grateful ex-president-elect, Gerhardt Liebmann, told Simons that his first responsibility was to inform Jeffrey Mitchell of his new post. There ~~was~~ was much laughter.

Part III of the meeting was billed as a "good news" session, though many members of the cooperative were dubious as to what the newly-elected un-president called "good news." It was a treasurer's statement: renovation estimates of the past compared to present accumulated cost and future estimates, and maintenance projections of the past and present. On the renovation side, the treasurer said that his best projections showed an out-of-pocket cost of some \$40,000 for renovation as compared to a George Maciunas estimate, on much reduced vision, of \$32,500. One of the ~~g~~ larger items on the Yet-to-go column was immediately challenged by the newly-incumbant-ordinary-member-of-the-cooperative Liebmann who said that the fire escape linkage, though a good idea, no longer would be required by law.

On maintenance, the treasurer explained that the first two columns were projections--both of maintenances rather higher than that which we are now paying--the center column an average for the 18-month period since the cooperative was formed, and the next two columns our actual present payments and projected future payments. It was noted that in the "small" and "large" columns below, some of the totals were reversed. The 18-month average, Stratton said, is higher than our actual expenses (in column four) because we have moved ~~from~~ gradually to a point at which we have accumulated maintenance money before the actual payment is due. He compared it to paying rent on the first of each month--from March 1 to April 1, 32 days, two payments have been made so the average for the ~~month~~ ^{period} is almost double the actual monthly charge. Many of our payments--the 2nd mortgage, taxes, insurance, etc.--are once a year or once every three months, payable on the first day of the period. The maintenance has been budgeted, Stratton said, so that money is now accumulated during the months previous to the payment.

The "good news" came in the last column, the treasurer said--the projected maintenance was to be dropped to \$221.40 for the large loft and \$170.60 for the small, an average of some \$15. The drop could be larger--to \$202 and \$156--if the large basement were to be rented. He added that failure to do anything with that large basement space had added between \$100 and \$150 to everyone's bill so far. On this note the meeting was briskly adjourned, the final such adjournment for the departing president.