

August 31, 1981

Town of Acton
Conservation Commission
P.O. Box 236
Acton, Massachusetts 01720

Ladies and Gentlemen:

I apologize for the delay in responding to your last communication. The summer has been busy with many projects. I have used the time to try to organize my thoughts about the situation in which we now find ourselves. I will attempt in this letter to explain my position, but if any issues are left unresolved, I hope we can arrange another meeting to finalize our understanding.

I suppose the part of your final format of the agreement that concerns me the most is your raising of the fee from \$20 per year for the entire parcel to \$20 per acre. I was, to say the least, surprised that this had become an issue. Beth's letter to me of January 27, 1981 said in part, "I'm sure the Commission would like to keep the fees as minimal as possible, we want the land utilized, and would hate to see you stopped for financial reasons!". It was not until you decided to raise the fee that I thought very much about this part of the agreement. I do not understand why anything other than a nominal yearly fee is necessary to complete our agreement.

On the day I submitted the winning bid to purchase our property, I was approached by Mrs. Gerngross who, representing the Commission, asked if we had any plans to make use of the fields surrounding our barn. I told her that we could certainly use the fields for grazing. Mrs. Gerngross indicated that such a use would be ideal and certainly in keeping with the goals of the Commission. Later in the Fall we learned that the Commission was negotiating with Steve Mong for an exclusive license to use the fields for haying. I believe the word "exclusive" is of importance. What he was asking for, and what the Commission appeared ready to do, was to negotiate an exclusive license to use the field for a period of five years. This obviously would have been unfortunate for residents who wished to make use of the property. I think that a fee of \$20 per acre for an exclusive license for a use that would generate a profit is reasonable. Our use of the land, however, is completely passive, restricting no one.

At our last meeting I began to get the feeling that our boarding of horses was becoming an issue, and I found that indeed it was when your revised agreement arrived with the raising of the fee the most obvious difference from the original drafts. Allow me to clarify the situation.

We currently have three horses living on our property. Two of them belong to us and one belongs to a good friend of ours. We receive a payment of \$130 per month for boarding our friend's horse. For this we are totally responsible for the care and feeding of the animal, costing us approximately \$70 per month for grain, hay, vita-

mins, bedding and water. The remainder, about \$2 a day, helps to defray the cost of keeping our own two horses. Even with the possible addition of several more horses, the income would not allow us to make any sort of profit, considering the expenses we have incurred and will incur in the renovation of the barn. I somehow doubt that the citizens of Acton would be very concerned about the financial aspect of our using the land.

I have made my own inquiries about similar situations elsewhere and have found that often the arrangement involves no money. Typically an arrangement is worked out whereby the person who uses the land provides some sort of improvement to the land in exchange for its use. I think that our using the fields for grazing has and will improve the land. We have made little use of the back portion of the field since it became an issue, and I think there is a noticeable difference in appearance between the two sides of the fence. It seems to me to be a fair exchange.

The fence we erected has obviously become another point of concern to the Commission. The original intent of putting up the fence was to keep the horses contained without keeping people out. To accomplish this we kept several things in mind. We first wanted to make use of as much of the field as possible while still maintaining easy access to the trail into the woods. We also wanted to make it easy for anyone, if they chose, to get over or through the fence with little difficulty. We had to choose a material and a size that would be not only attractive, but sturdy enough to contain the horses. We discounted wire, especially barbed wire, because it is hard to climb over and horses are notoriously stupid about dealing with barbed wire. The wood we chose, I believe, is in keeping with the natural surroundings while being sturdy enough to withstand an inquisitive horse. The gap between the boards is also wide enough for anyone to step through with ease. The top of the fence is high in places, and I have always agreed that I would lower the boards, where necessary, when we have finalized our understanding. The fence is also quite moveable...all of the posts I have removed were pulled up by hand without tools. The rest of the property has wire fencing which is difficult to cross over without damaging it. I believe that the fence we erected, in conjunction with the the grazing, is an important component of the general improvement which is taking place.

Your requirement of spring-loaded gates at the two entrances to the field is also one that I will have trouble affording at this point. Spring-loaded gates would be ideal, and I would be more than willing to provide the time and labor to erect them if an arrangement could be worked out whereby the Commission pays for part or all of the purchase. I'm sure we can come to some mutually agreeable solution to this problem.

Beth, in her letter of June 22, 1981, said, "We would like to point out that we will be putting the land 'up for grabs' so to speak following this agreement. We have already received a few 'concerned'

comments from residents, and feel that an opening up of the land would alleviate these concerns." My reply is that, as far as I'm concerned, the land has and should always be "up for grabs" since it belongs to the town. Let me once again point out that our use is not an exclusive one; anyone and everyone has the right to use the land. Since May when I began renovation work on the barn, other than the people who litter the parking lot with beer bottles and other trash, I have observed only one family of four who went for a short hike into the woods. A few neighbors take regular walks into the field and woods with their dogs, and they offer nothing but compliments and encouragement about the fence, barn renovation, and general improvement of the land. I wonder where the "concerned" citizens are.

In summary, I think that the amount that we originally agreed upon of \$20 per year for the entire parcel is fair and reasonable, and I am prepared to pay it. I will also make sure that the fence I erected conforms to your guidelines. I am also sure that the Commission will end up with a field that will be in better condition than before we started to use it, with "resident caretakers" who have an interest in keeping the land a beautiful piece of property that all residents of Acton can enjoy.

I would welcome the opportunity to discuss the points brought up in this letter with you at your earliest convenience. Please get in touch if there is anything else I can do to work toward finalizing our agreement.

Sincerely,



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