



Vietnam Veterans Of America Chapter One

www.vvachapter1.com

SEPTEMBER 2017



MINUTES OF CHAPTER MEETING SEPTEMBER 13, 2017

A nominal meeting of the Board of Directors took place. Directors present included President Andy Megrath, Vice President David Mathis, Treasurer Richard Reed, Secretary Jack Crowther, Joanne Reynolds, Dick Doyle and Bill Whitney.

The minutes of the June meeting were approved as printed in the newsletter.

Treasurer Richard Reed reported \$64,830 in the chapter's accounts.

Chapter 1 has provided sculptor Don Ramey of West Rutland a check for \$8,000 as down payment for the marble block from Gawet Marble and Granite and Don's work in creating the new carving for the Rutland County Vietnam Veterans Memorial. The cost of the block was somewhat more than originally anticipated. It was sawed from a much larger block. Don has said that Phil Gawet took pains to cut a high-quality section from the larger block, knowing that it would be part of the memorial. A final accounting of the cost of the project, originally set at \$9,100, will be reported when it is known. Don is doing the carving for \$3,000, which represents a 30 percent discount. He is the one who finished the existing memorial sculpture that had been started by John Reno. When John died, the sculpture lay abandoned until it was reclaimed, finished and made the centerpiece of the memorial in Rutland, which was dedicated in 2000.

Here are pictures showing the progress on the sculpture to date:



The hat is obviously incomplete in these photos. It will be the "boonie hat" that was common headgear in day-to-day duty outside of combat. The choice of the boonie hat, a change from the steel pot helmet of the original sculpture, was made after some discussion, as you may remember. From a sculpting point of view it is a challenge in that it must be done to look realistic and at the same time not be too vulnerable to

damage.

Don's target for completion is the end of September. Later in the evening, we discussed the best time to dedicate the new sculpture and agreed on Veterans Day, Nov. 11. The installation will occur before that time.

The early part of our meeting was devoted to a discussion of the agreement between Chapter 1 and the City of Rutland for establishment of a fiduciary trust providing for the longterm upkeep and maintenance of the Rutland County Vietnam Veterans Memorial. The agreement anticipates the time when Chapter 1 ceases to exist.

Although Chapter 1 is fully functioning at present, we recognize that the departure of a few key people, all of whom are into their sixties and seventies, could effectively close the chapter. We have been working on the agreement with the city for more than a year.

City Attorney Matthew Bloomer attended our meeting to discuss the agreement, which was based on a draft by Chapter 1 Secretary Jack Crowther, adapted by Attorney Bloomer to meet the needs of the city. Upon final action and signature by the city, the agreement makes clear that ownership of the monument is the city's. At the same time, Bloomer made clear that while Chapter 1 remains active, its members will continue to take care of the memorial as they have in the past.

The document below puts in writing what has always been true, that is, since the monument is on city property, the city owns it. Spelling that out in legal language will, among other things, clarify things for insurance purposes.

Jack Crowther moved that the chapter sign the Rutland County Vietnam Veterans War Memorial Transfer & Maintenance Agreement and convey it to the city. The motion was seconded by Dick Doyle and passed unanimously. Atty. Bloomer is a notary and was able to notarize the document on the spot. The chapter will transfer \$10,000 to the city as an initial payment to support the trust. The money, approved by the chapter earlier, will be available for maintenance of the memorial as the need arises in the future. Further donations of money by the chapter, members, and the public will be possible under the structure of the trust.

Atty. Bloomer graciously noted, "As a citizen of the city, we're proud that you guys set up the first chapter . . .," a reference to Chapter 1 being the first in the nation.

Here is the document that we agreed to. **Note: Formatting the document to fit in the newsletter is a bit awkward, but this gives you the content of the agreement.**

Rutland County Vietnam Veterans War Memorial Transfer & Maintenance Agreement

This Rutland County Vietnam Veterans War Memorial Transfer & Maintenance Agreement (this "**Agreement**") is made this _____ day of September 2017 by and between CHAPTER 1, VIETNAM VETERANS OF AMERICA ("**Chapter 1**"), with an address of 15 Wales St., Rutland, VT. 05701, and the CITY OF RUTLAND (the "**City**"), with an address of 1 Strongs Avenue, Rutland, VT 05701.

WHEREAS, Chapter 1 has established, and undertaken the care and maintenance of, the Rutland County Vietnam Veterans War Memorial, located on Rutland City property (Main Street Park) on Route 7 South (South Main Street) (the "**Memorial**"); and

WHEREAS, Chapter 1 desires that the Memorial continue to be cared for and maintained in a manner that honors the men and women who served in the Vietnam War, and all veterans (the "**Care and Maintenance**"); and

WHEREAS, Chapter 1 has raised \$10,000 (the "**Funds**") to be used for the Care and Maintenance of the Memorial; and

WHEREAS, Chapter 1 believes the City, through its Recreation and Parks Department, can ensure the perpetual Care and Maintenance of the Memorial; and

WHEREAS, the City is proud to be the site of the first chapter of the Vietnam Veterans of America and has an interest in, and commitment to, preserving the legacy of Chapter 1 and the veterans of Rutland County who served in the Vietnam War; and

WHEREAS, the City is appreciative of the efforts of Chapter 1 to establish the beautiful Memorial in its Main Street Park and in handling the bulk of its Care and Maintenance to date; and

WHEREAS, the City desires to continue the Care and Maintenance of the Memorial at such time when Chapter 1 is no longer able to do so;

NOW THEREFORE, in consideration of the sums set forth herein and in the mutual promises and covenants contained herein, the parties agree as follows:

1. **Ownership.** Chapter 1 hereby grants to the City any property rights Chapter 1 has in the Memorial as of the date hereof. The parties intend and agree that the City shall be the sole owner of the Memorial.
2. **The Memorial Fund.**
 - (a) The City, through its Treasurer, shall establish a Rutland County Vietnam Veterans War Memorial fiduciary fund (the “**Memorial Fund**”), and Chapter 1 shall contribute the Funds to the Memorial Fund, on the date hereof.
 - (b) Chapter 1 may add to the Memorial Fund with future contributions and donations from Chapter 1 members or the public.
3. **Use of Funds.** Expenditures from the Memorial Fund shall be made for the Care and Maintenance of the Memorial, including, but not limited to, landscaping, flag replacement, replacement of the informational plaques, care of the marble sculpture, and sealing of the paved area.
4. **Management of the Memorial Fund.**
 - (a) The president, vice president, treasurer, and secretary of Chapter 1, along with one (1) City designee and the five (5) members of the Recreation Committee of the Board of Aldermen (the “**Recreation Committee**”) shall originally constitute the “Rutland County Vietnam Veterans Memorial Joint Committee” (the “**Joint Committee**”). The chair of the Recreation Committee shall be the chair of the Joint Committee.
 - (b) If and when Chapter 1 is no longer in existence, the then-officers shall be permitted to continue to serve as members of the Joint Committee. After that time, the Mayor of the City of Rutland shall appoint a veteran from Rutland County to fill any vacancy of the seats previously held by veterans, so that there are at least two (2) veterans on the Joint Committee. For these appointments, the Mayor shall give priority to Vietnam veterans; provided, however, the Mayor may appoint non-Vietnam-era veterans at the Mayor’s discretion.
 - (c) Either the Joint Committee or the City may propose expenditures (the “**Expenditures**”) from the Memorial Fund based on the condition and needs of the Memorial.
 - (d) The Joint Committee shall have the authority to approve the Expenditures, to deny them, or to negotiate modifications.

(e) The Joint Committee shall comply with whatever procedures the City's Treasurer requires to release the funds for such approved Expenditures. The City shall not be required to provide more funds than are available at that time in the Memorial Fund.

5. Care and Maintenance.

(a) The City shall continue to mow and trim the areas related to the Memorial.

(b) Chapter 1 may continue to conduct any of the other Care and Maintenance until such time as Chapter 1 notifies the City that it desires the City to take over such Care and Maintenance. The City shall perform the Care and Maintenance in perpetuity from that point forward.

6. Termination of Memorial Fund.

(a) The City may terminate the Memorial Fund (the "Fund Termination") if either (i) the Memorial Fund carries a negligible balance for more than six (6) months or (ii) the City must provide its own funds for required Care and Maintenance because such expenditures exceed the balance of the Memorial Fund.

(b) After the Fund Termination, the Joint Committee shall no longer have any authority and the City shall plan, and expend funds, for the Care and Maintenance of the Memorial using the City's customary budgetary and financial processes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

_____ David W. Allaire, Mayor Date

As authorized by the Board of Aldermen on 11-7-16

STATE OF VERMONT) COUNTY OF RUTLAND) ss

At the City of Rutland, in said County, this ____ day of September 2017, personally appeared before me David W. Allaire, duly authorized agent of the City of Rutland, signer and sealer of the foregoing written instrument and acknowledged the same to be their free act and deed and the free act and deed of the City of Rutland.

_____ Notary Public, Commission Expires: 02/10/19

_____ Name: Date

Title: _____

a duly authorized agent of Chapter 1, Vietnam Veterans of America

STATE OF VERMONT) COUNTY OF RUTLAND) ss

At the City of Rutland, in said County, this ____ day of September 2017, personally appeared before me _____, duly authorized agent of Chapter 1, Vietnam Veterans of America, signer and sealer of the foregoing written instrument and acknowledged the same to be their free act and deed and the free act and deed of Chapter 1, Vietnam Veterans of America.

_____ Notary Public Commission Expires: 02/10/19

To cover the coming expense of the sculpture and the contribution of \$10,000 to the memorial trust fund, a motion was made to transfer \$15,000 into our checking account. It passed unanimously.

In other action, Andy Megrath reported on the reconfigured web site, being done by local graphic art service LMW Design Inc. (Laurie Musick Wright). Work so far on the site is visible at www.vietnamvetschapter1.org. Members are welcome to visit the site and comment.

The VVA State Council was scheduled to meeting Sept. 23 in Chester.

Chapter 1 planned to have a table and representation from Andy Megrath, Dave Mathis, and Mary Margaret Ryan on Sept 15 at the preview event for the Ken Burns Vietnam documentary at the Paramount Theater. In addition, the Rutland Free Library has applied for a grant to present the series, and Chapter 1 has agreed to help with the program if it takes place.

Jack Crowther spoke briefly about the status of our landlord, VFW Post 648, where we rent a second-floor office. Attention was called to the post's financial condition when the sale of the building was proposed, along with a move to the former TD Bank building on North Main Street. The bank building is small and a relocation of the VFW would seemingly have put us out of a home.

The VFW has run sizable deficits the last two years and suffered a loss of revenue from bar tickets. At the meeting the night before our chapter meeting, the VFW met to discuss their situation. While the sale of the building had been taken off the table, the financial problems remain. Jack said he had spoken up at the VFW meeting to express thanks for providing a space to Chapter 1 and in general terms to offer our support in addressing their problem. We currently pay \$200 a month for our space. Until recently the VFW had given us the space for free.

There followed some discussion about assisting the VFW financially, but no action was taken. Efficiency Vermont is said to be coming in for an audit to the building, which could significantly lower operating expenses.

Through his neighbor, Ken Horne, Andy Megrath has received an American flag presented to the family upon the death of Ken's brother, Richard Horne, 67, who died in 2014. Richard served in the Army from 1967 to 1972. The gift of a flag is traditional on the passing of all veterans. Chapter 1 will acquire a box for display of the folded flag.

Bill Whitney won the \$50 drawing among those who attended.

Respectfully submitted,
Jack Crowther, secretary,

**THE CHAPTER WILL HOLD ITS NEXT MEETING WEDNESDAY, OCT. 11,
AT 6 P.M. AT THE CHAPTER OFFICES AT THE VFW, 15 WALES ST., RUTLAND.
A MEETING OF THE BOARD OF DIRECTORS WILL PRECEDE THE REGULAR MEETING.**