



STATE OF VERMONT
LEGISLATIVE JOINT FISCAL OFFICE

MEMORANDUM

TO: Joint Fiscal Committee Members

FROM: Maria Belliveau, Associate Fiscal Officer

MB

DATE: May 10, 2015

SUBJECT: JFO #2762 Grant from the U.S. Natural Resources Conservation Service to the Vermont Department of Environmental Conservation.

The Vermont Department of Environmental Conservation has submitted a request to the Joint Fiscal Committee for approval of a grant from the U.S. Natural Resources Conservation Service. The grant is for a three year period, FY 2015 through FY 2017. The request is to approve the acceptance of \$60,000 for FY 2015 and \$290,000 for FY 2016. Funding for FY 2017 in the amount of \$310,000 will be included in the department's budget when submitted to the Legislature.

The grant funds will be used to provide financial and technical assistance to agricultural and forest producers to encourage efforts to conserve natural resources in priority areas of the Lake Champlain watershed in Vermont and New York State. Priority areas include the sub-watersheds of St. Albans Bay and Missisquoi Bay in Vermont, and the South lake sub-watershed in New York and Vermont. There are no new position requests associated with this grant.

Please review the enclosed materials and notify the Joint Fiscal Office (Maria Belliveau at (802) 828-5971; mbelliveau@leg.state.vt.us) if you have questions or would like this item held for legislative review. Unless you respond to the contrary by June 25, 2015 I will assume that you agree to consider as final the Governor's acceptance of this request.



JTU # 2102

RECEIVED
JUN 05 2015
Agency of Administration
JOINT FISCAL OFFICE

State of Vermont
Department of Finance & Management
109 State Street, Pavilion Building
Montpelier, VT 05620-0401

[phone] 802-828-2376
[fax] 802-828-2428

**STATE OF VERMONT
FINANCE & MANAGEMENT GRANT REVIEW FORM**

Grant Summary:	To assist in funding a program to accelerate nonpoint source pollution reduction efforts on farm and forest land.				
Date:	5/28/2015				
Department:	ANR- DEC 6140040000				
Legal Title of Grant:	Regional Conservation Partnership Program				
Federal Catalog #:	10.932				
Grant/Donor Name and Address:	USDA - Natural Resources Conservation Service				
Grant Period:	From:	3/1/2015	To:	9/30/2019	
Grant/Donation	\$660,000.00				
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$60,000	\$290,000	\$310,000	\$660,000	

Position Information:	# Positions	Explanation/Comments
	0	
Additional Comments:	This non point source pollution reduction program to improve water quality will total about \$26M. This AA-1 is for the \$660K that will go through the State.	

2/28/15 Department of Finance & Management	JUN 15	(Initial)
Secretary of Administration	6/4/15	(Initial)
Sent To Joint Fiscal Office		Date 6/4/15




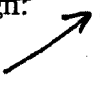


Vermont Department of Environmental Conservation

Agency of Natural Resources

Commissioner's Office

One National Life Drive, Main 2 [phone] 802-828-1556
Montpelier, VT 05620-3520 [fax] 802-828-1551

To: Justin Johnson 
Through: David Mears, Commissioner, DEC
From:  ~~Alyssa Schuren, Deputy Commissioner, DEC~~
Date: April 30, 2015
Re: Attached AA-1 Form

Attached please find an AA-1 form. This form requests permission to expend grants that were recently awarded to the Agency of natural Resources, Department of Environmental Conservation (DEC). This grant is a project that will focus collaborative and innovative partnerships and projects that improve water quality and other natural resources.

Explanation of the Project

The Regional Conservation Partnership Program (RCPP) was created in the Agricultural Act of 2014 (Farm Bill) to support collaborative and innovative partnerships and projects that improve water quality and other natural resources. The State of Vermont Agencies of Agriculture and Natural Resources jointly submitted a proposal that drew upon the skills and contributions of 26 partners providing over \$26M to develop a program that will accelerate the implementation of nonpoint source reduction efforts on farm and forestland through direct practice implementation, innovative initiatives and partner support. Areas of focus include farmstead and agronomic practices, forestland improvement practices, wetlands easements and restoration and ag land conservation easements. This renewed effort among long-standing partnerships aims to accelerate the impact of private lands conservation on water quality concerns in Lake Champlain and uses several innovative tools, including the use of modeling to target conservation practices for optimal environmental benefits, an extensive monitoring network to assess conservation effectiveness, sliding scale cost-share to gain the support of producers, and an incentive-based Environmental Stewardship Program to provide some certainty to producers that they will get credit for the conservation practices they apply.

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMATION

1. Agency:	Agency of Natural Resources		
2. Department:	Department of Environmental Conservation		
3. Program:	Watershed Management Division		
4. Legal Title of Grant:	Regional Conservation Partnership Program		
5. Federal Catalog #:	10.932		
6. Grant/Donor Name and Address:	USDA - NRCS 356 Mountain View Dr., Suite 105 Colchester, VT 05446		
7. Grant Period:	From:	3/1/2015	To: 09/30/2019

8. Purpose of Grant:
 The Regional Conservation Partnership Program (RCPP) was created in the Agricultural Act of 2014 (Farm Bill) to support collaborative and innovative partnerships and projects that improve water quality and other natural resources. The State of Vermont Agencies of Agriculture and Natural Resources jointly submitted a proposal that drew upon the skills and contributions of 26 partners providing over \$26M to develop a program that will accelerate the implementation of nonpoint source reduction efforts on farm and forestland through direct practice implementation, innovative initiatives and partner support. Areas of focus include farmstead and agronomic practices, forestland improvement practices, wetlands easements and restoration and ag land conservation easements. This renewed effort among long-standing partnerships aims to accelerate the impact of private lands conservation on water quality concerns in Lake Champlain and uses several innovative tools, including the use of modeling to target conservation practices for optimal environmental benefits, an extensive monitoring network to assess conservation effectiveness, sliding scale cost-share to gain the support of producers, and an incentive-based Environmental Stewardship Program to provide some certainty to producers that they will get credit for the conservation practices they apply.

9. Impact on existing program if grant is not Accepted:
 None

FINANCIAL INFORMATION

	SFY 1	SFY 2	SFY 3	Comments
	FY 2015	FY 2016	FY 2017	
Expenditures:				
Personal Services	\$15,800	\$	\$	
Operating Expenses	\$	\$	\$	
Grants	\$44,200	\$290,000	\$310,000	
Total	\$60,000	\$290,000	\$310,000	
Revenues:				
State Funds:	\$0	\$0	\$0	
Cash	\$0	\$0	\$0	
In-Kind	\$354,786	\$4,257,432	\$4,257,432	
Federal Funds:	\$60,000	\$290,000	\$310,000	
(Direct Costs)	\$	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

Other Funds:	\$	\$	\$
Grant (source)	\$	\$	\$
Total	\$60,000	\$290,000	\$310,000

Appropriation No:	6140040000	Amount:	\$60,000
	6140040000		\$290,000
	6140040000		\$310,000
			\$0
			\$
			\$
			\$
		Total	\$660,000

Has current fiscal year budget detail been entered into Vantage? Yes No

PERSONAL SERVICE INFORMATION

11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.


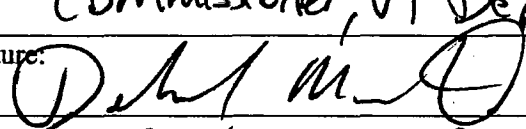
Appointing Authority Name: _____ Agreed by: _____ (initial)

12. Limited Service Position Information:	# Positions	Title
Total Positions		

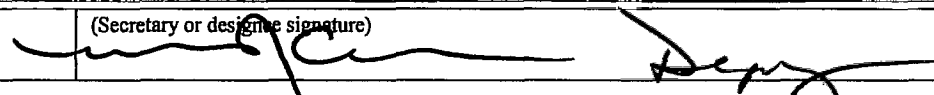
12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds.

AUTHORIZATION AGENCY/DEPARTMENT


I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):

Signature: 	Date: 5/18/15
Title: Commissioner, VT Dept. of Env. Cons.	
Signature: 	Date: 5-19-15
Title: Secretary ANR	

SECRETARY OF ADMINISTRATION

Approved:  (Secretary or designee signature) Date: 06/02/15

ACTION BY GOVERNOR

Accepted  (Governor's signature) Date: 6/3/15

Rejected

DOCUMENTATION REQUIRED

Required GRANT Documentation

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number 68-1644-15-4	2. Amendment No. NA	3. Award/Project Period Upon Signature thru 4-30-2016	4. Type of Award Instrument Contribution
5. Natural Resources Conservation Service USDA - NRCS 356 Mountain View Dr., Suite 105 Colchester, VT 05446		6. Recipient Organization (Name and Address) Vermont Department of Environmental Conservation DUNS: 809800303 EIN: 03-36000274	
7. NRCS Program Contact: Obediah Racicot, ASTC - Programs	8. NRCS Administrative Contact: Carol Vartuli – ASTC Management & Strategy	9. Recipient Contact: David Mears, VT Commissioner of DEC	10. Recipient Administrative Contact: Marli Rupe 802-490-6171
11. CFDA Number 10.932	12. Authority Regional Conservation Partnership Program (RCPP) – Section 2301 of the 2014 Agricultural Act -Public Law 113- 79, Environmental Quality Incentives Program (EQIP)- Section 2101 of the 2014 Agricultural Act - Public Law 113- 79 - Regulations at 7 CFR Part 1466, Agricultural Conservation Easement Program (ACEP) – Section 1265 of the 2014 Agricultural Act - Public Law 113-79		
13. Project Purpose: This renewed effort among long-standing partnerships aims to accelerate the impact of private lands conservation on water quality concerns in Lake Champlain uses several innovative tools, including the use of modeling to target conservation practices for optimal environmental benefits, an extensive monitoring network to assess conservation effectiveness, sliding scale cost-share to gain the support of producers, and an incentive-based Environmental Stewardship Program to provide some certainty to producers that they will get credit for the conservation practices they apply.			
14. Entity Type: <input type="checkbox"/> Profit <input type="checkbox"/> Nonprofit <input type="checkbox"/> Higher Education <input type="checkbox"/> Federal <input checked="" type="checkbox"/> State/Local <input type="checkbox"/> Tribal Indian/Native American <input type="checkbox"/> Landowner <input type="checkbox"/> Other			
15. Approved Budget Category Breakdown: Attach SF-424A			
16. Original Budget Total Federal Approved Budget: \$16,000,000 Total Non-Federal Approved Budget: 20,466,361 Total Approved Budget: \$ 36,466,361		17. Amended Budget (if applicable) Total Federal Amended Budget: Total Non-Federal Amended Budget: Total Amended Budget:	
This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.			
ACCEPTED BY			
Name and Title of Authorized Government Representative		Signature	Date
Name and Title of Authorized Recipient Representative		Signature	Date

NONDISCRIMINATION STATEMENT

STATEMENT OF WORK

Between the

USDA Natural Resources Conservation Service (NRCS)

And

Vermont Department of Environmental Conservation (DEC)

Introduction:

This cooperative Agreement is entered into between the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service, henceforth named "NRCS", and the Vermont Department of Environmental Conservation, henceforth named "DEC". NRCS and DEC are engaged in complementary and compatible activities related to providing financial and technical assistance to agricultural and forest producers through provisions of the Regional Conservation Partnership Program (RCPP). Partnership activities include efforts to encourage conservation of natural resources through technical and financial assistance which may be provided by both parties to the agreement.

I. Authority

This Agreement is entered into in accordance with:

Subtitle I of Title XII of the Food Security Act of 1985 as amended by section 2401 of the Agricultural Act of 2014.

II. Background

RCPP is a voluntary conservation program that establishes specific parameters for working with eligible partner entities to provide financial and technical assistance to producers and landowners of eligible land. The assistance provided through this cooperative agreement enables producers and landowners to install and maintain conservation activities to address priority natural resource concerns. The Secretary of Agriculture has delegated the authority for administration of RCPP to the Chief of NRCS who is Vice President of the Commodity Credit Corporation (CCC). DEC has submitted a request for NRCS program assistance to address priority natural resource concerns in the Lake Champlain Basin of Vermont and New York State. DEC is an eligible partner entity and meets statutory requirements of RCPP to carry out activities specified in this agreement and work with eligible program participants to help implement conservation activities on eligible lands as defined in this agreement.

The primary resource concern for this project is Lake Champlain water quality due to excess nutrients and sediment pollution, and soil health. DEC will work closely with Vermont and New York NRCS and our many partners and collaborating agencies, organizations and Non-Governmental Organizations to increase specific, measureable and cost-effective practices on lands in key areas of the Lake Champlain watershed where agricultural and forest management impacts are known to substantially contribute to the phosphorus loading in the lake. Priority areas are the sub-watersheds of St. Albans Bay and Missisquoi Bay in Vermont, and the South Lake sub-watershed in New York and Vermont. These three watersheds have been identified as being the most challenged in meeting water quality standards and in need of the greatest reductions in phosphorus load according to the 2013 modeling by the EPA for the Lake Champlain Total Maximum Daily Load (TMDL).

Project objectives and actions will include practices that address farm fields and runoff, farmsteads and production areas, forestland runoff and erosion, wetland restoration and protection and conservation of critical agricultural land. RCPP projects in Vermont will be focused on land that is currently enrolled, or is being enrolled in, an NRCS funded conservation easement (i.e. ACEP-ALE or FRPP easements). The model for this approach is based on a statutory requirements of the 2014 Farm Bill which requires that all ACEP-ALE parcels have an Easement Management Plan written to protect the resource concerns for which the parcel was acquired. In Vermont NRCS has written Easement Management Plans to protect the soil resources of the conserved parcel by identifying actions over a period of time to bring erosion to tolerable limits. In addition, the Easement Management Plans have been designed to help producers identify conservation practices required to maintain compliance with Vermont State law and to identify other resource concerns on the parcel for future conservation actions that could potentially be funded through EQIP. This RCPP project will focus most of the EQIP dollars on implementation of ACEP-ALE Easement Management Plans, as well as allow for the development and implementation of Whole Farm Conservation Plans for prior conserved farms under other the FRPP program. (Note: from this point forward the Terms Easement Management Plan and Whole Farm Conservation Plans will be used interchangeably). In addition, the RCPP project in Vermont also allows for forestry erosion control practices and wetland restoration to be implemented on lands that are not encumbered by a conservation easement but nonetheless affect the overall water quality of Lake Champlain. The New York State portion of the RCPP project will primarily targets EQIP funds at farmsteads throughout the South Lake watershed, however, projects in new York will not be required to have a conservation easement in place nor require the development of a Whole Farm Conservation plan in order to be eligible for EQIP funds under the project.

At this point practices to be implemented are site-specific and will depend on parameters such as crop type, soils and slopes but will focus on those known through research to effectively address nutrient runoff from farmsteads, forestland and farm fields, and increase wetland and agricultural land conservation. The collective education and implementation process will help bring

producers into compliance with state and federal regulations, and move them towards the new innovative Environmental Stewardship Program which will incentivize a higher percentage of conservation practice implementation by providing additional opportunities to all farmers who are willing to go above and beyond baseline regulations. When farmers are found to be in compliance with all regulations and they implement additional improvements with RCPP funding, they will have access to valuable incentives and opportunities that will improve their farm viability and their long-term commitments to natural resource protection.

An additional aspect of the wetlands effort is the development of a Wetland Easement Landowner Payment calculator which will determine an incentive payment that will secure landowner participation in a wetland restoration project. This calculator will use criteria such as soils, soil rental rates, current land uses, flood attenuation benefits and water quality to determine a payment that will further compensate for the loss of productive agricultural land.

The priorities in this project were determined after consultation with NRCS and partners in both states to allow for the highest priority practices in the most impaired areas and in coordination with traditional NRCS funding to demonstrate a strategic and clearly measured positive affect on water quality in the Lake Champlain basin. This project is a major effort in the implementation of the TMDL as required by the EPA and the Clean Water Act, and is critical to the state Tactical Basin Planning Process and our ongoing efforts to meet water quality standards.

NRCS is the lead Federal agency for conservation on private land. In carrying out this role, NRCS provides voluntary conservation planning, technical and financial assistance to farmers, ranchers, and other landowners to address the natural resource concerns on the Nation's private and nonfederal land.

NRCS will deliver RCPP assistance through the authorities and rules of the following programs, referred to throughout this partnership agreement as "covered programs": the Environmental Quality Incentives Program (EQIP) and the Agricultural Conservation Easement Program (ACEP) to eligible program participants within the defined project area.

III. Purpose

The purpose of this agreement is to establish a partnership framework for cooperation between NRCS and DEC on activities that involve implementation of conservation activities through covered programs on eligible lands within the approved project area.

IV. Responsibilities of Parties

A. NRCS will:

1. NRCS will provide technical assistance (TA) and financial assistance (FA) through the covered programs as requested by DEC, and as available, directly to eligible producers and landowners located within the approved project area in the amount of \$14,595,000 from the date

of agreement execution as described in Attachment C – Plan of Work and Attachment D – Budget Sheet. Note: NRCS reserves the right and authority to reduce or discontinue program benefits to support this partner agreement based upon funds availability, changes in agency priorities, or inability of DEC to deliver resources or provisions of this agreement. ACEP and EQIP program contracts and agreements obligated with producers, landowners, and eligible entities as a result of this partnership agreement are assured of funding for the entire length of the approved contract or agreement and not subject to provisions of this partnership agreement regarding fund availability. A summary is as follows:

Covered Program	Year	Amount retained by NRCS for project implementation of covered programs under this agreement
EQIP	2015	\$120,000
EQIP	2016	\$4,012,250
EQIP	2017	\$2,225,000
EQIP	2018	\$1,622,000
EQIP	2019	\$1,622,000
ACEP-ALE	2015	\$993,750
ACEP- ALE	2016	\$745,000
ACEP-ALE	2017	\$745,000
ACEP-ALE	2018	\$745,000
ACEP-ALE	2019	\$745,000
ACEP-WRE	2015	\$250,000
ACEP-WRE	2016	\$250,000
ACEP-WRE	2017	\$250,000
ACEP-WRE	2018	\$250,000
ACEP-WRE	2019	\$20,000

2. In the case of specific work projects or activities that may involve the transfer of funds, services, or property, directly from NRCS to DEC, then NRCS will provide a maximum of \$1,405,000.00 to DEC as described in Attachment C – Plan of Work and Attachment D – Budget Sheet. A summary is as follows:

Covered Program	Year	Amount Provided to DEC for project implementation of covered programs under this agreement
EQIP	2015	\$60,000
EQIP	2016	\$278, 750
EQIP	2017	\$305,000
EQIP	2018	\$367,000
EQIP	2019	\$368,000
ACEP-ALE	2015	\$6,250

ACEP-ALE	2016	\$5,000
ACEP-ALE	2017	\$5,000
ACEP-ALE	2018	\$5,000
ACEP-ALE	2019	\$5,000

3. NRCS will implement and administer the covered programs to the extent possible to address identified RCPP project natural resource concerns. Such assistance includes use, as NRCS determines appropriate, of recommendations from DEC for evaluation and ranking of program applications and expeditious obligation of approved contracts and agreements for eligible producers and landowners to facilitate timely implementation of activities within the project area.

3. NRCS will provide annual review and recommendations to DEC regarding the project to ensure success and implementation of conservation activities related to program contracts and agreements.

B. DEC will:

1. DEC will complete items in Attachment C - Plan of Work.

2. In the case of specific work projects or activities that may involve funds, services, or property, DEC will receive directly from NRCS \$1,405,000 as described in Attachment C – Plan of Work and Attachment D – Budget sheet. Funds received by DEC from NRCS will be used to facilitate implementation of covered programs under this agreement.

3. DEC will comply with the project "Budget" which identifies other funding sources which support technical or financial resources identified in Attachment C - Plan of Work.

4. DEC will provide NRCS with updated estimates of the annual amount of program funding specifically needed to address identified priority natural resource concerns within the project area.

5. DEC will provide NRCS with a list of suggested "ranking criteria" that could be used by the agency for evaluation and ranking of eligible producer program applications. The suggested criteria shall relate to the RCPP project area objectives to address priority natural resource concerns.

6. DEC will provide the NRCS agency representative with semi-annual reports during the project period and a final project report that documents project accomplishments and goals achieved. Such reports shall include activities and services that are provided by DEC to program participants to help achieve objectives of the agreement. Reports shall also address partner efforts to monitor and evaluate implementation of conservation activities included in NRCS program contracts and activities within the approved project area. Additional report requirements, if appropriate and included in the RCPP proposal, shall include:

- a. Numbers of NRCS program participants assisted and/or cooperating in the project effort.
- b. Acres of project area addressed in NRCS program contracts and/or extents of conservation activities implemented in the project area each year and for the final project report.
- c. Contributions from other agencies or organizations which help implement provisions of the agreement and further project objectives
- d. Assistance provided to program participants to help meet local, State, and/or Federal regulatory requirements.
- e. Information related to efforts to address water quality, water conservation, and other natural resource related concerns.
- f. Efforts to provide innovation in applying conservation methods and delivery of NRCS programs, including new outcome-based performance measures and methods.
- g. Efforts for outreach to, and participation of, beginning farmers or ranchers, socially disadvantaged farmers or ranchers, limited resource farmers or ranchers, Indian Tribes, and veteran farmers and ranchers within the project area.
- h. DEC will provide NRCS an assessment of the project's effects and at the conclusion of the project, report to NRCS on the results of the project and the funds leveraged. Such report will also include a summary for the entire project period of the information provided in the annual reports.
- i. Privacy Act (Authority: 5 U.S.C. 301 and 552a; 31 U.S.C. 9701) Employee(s) shall not disclose any private or sensitive data which is contained in a system of records NRCS maintains, by any means of communication to any person, or to another agency outside USDA, unless the disclosure is authorized in writing by NRCS. Employees whose duties require handling records in these systems must, at all times, protect the integrity, security, and confidentiality of private and/or sensitive data. Employees must exercise care so that information contained in these files is not inadvertently disclosed to families, friends, or others who have no need to know. Keep all private information in secure areas when not in use during office hours.

Examples of Private Data: Social Security number (SSN); tax identification (ID) number; employee National Finance Center ID; account numbers; and farm, tract, or common land unit numbers.

Examples of Sensitive Data: Name, address, or other geographic indicators; e-mail address; phone number; race; gender; ethnicity; disability; birth date.
- j. DEC will keep DUNS Number actively registered in the Central Contractor Register (CCR) via SAM.gov in accordance with 2 CFR 25.

C. It is mutually agreed upon by both parties:

1. To cooperate in developing and implementing conservation plans that address priority natural resource concerns in the defined project area.
2. That the designated representative of DEC and the designated representative of NRCS will cooperate to develop procedures to ensure good communication and coordination at the various levels of each organization.
3. NRCS and DEC and their respective agencies and offices will manage their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of this agreement. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to person or property resulting in any manner from the conduct of its own operations, and the operations of its agency or employees under this agreement, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, of itself, its own agency or its own employees, while occupying or visiting the projects under and pursuant to this agreement. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
4. That nothing in this agreement shall commit either NRCS or DEC to obligate or transfer any funds or financial assistance that NRCS may provide to eligible program participants. Specific work projects or activities that may involve the transfer of funds, services, or property among DEC and offices of NRCS will require execution of separate agreements and be contingent upon the availability of appropriated funds or technical services. Such activities must be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
5. That DEC is responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between the DEC and third parties to carry out project activities.
6. This agreement does not restrict either party from participating in similar activities with other public or private agencies, or organizations, and individuals.

V. Expected Accomplishments and Deliverables

Specific Deliverables from this agreement are listed in Attachment C- Plan of Work and Attachment D – Budget sheet. A summary of General Deliverables is as follows:

Deliverables – State of Vermont	Deadline
Install RCPP Advisory Board	June 1, 2015
Develop Outreach Plan	December 1, 2015

Complete Small Farm Certification program	July 1, 2016
Complete Environmental Stewardship program	March 1, 2016
Develop monitoring and assessment plan	January 1, 2016
Implement forest service BMP monitoring protocol	January 1, 2016
Develop work plan for AmeriCorps program	January 1, 2016
Begin annual training for partner groups	June 1, 2015
Identify landowners and conduct outreach	2015-2019 ongoing
Work with NRCS to develop and finalize implementation of contracts	2015-2019 ongoing
Conduct resource inventories and write Whole Farm Conservation plans	2015-2019 ongoing
Implement Whole Farm Conservation plans	By 2019
Install 60,000 linear feet of forest trails on forestry operations	By 2019
Install 40 stream crossings on forestland	By 2019
Increase skidder bridge capacity by 24%	By 2019
Conduct outreach to identify possible ACEP-ALE candidates	2015-2019
Develop 20 Farm Viability plans	By 2019
Enroll approximately 20 ACEP-ALE parcels	By 2019
Develop wetland easement calculator and incentive program	December 1, 2015
Conduct outreach to identify possible wetland restoration candidates	2015-2019
Identify and implement approximately 5 wetland restoration projects	By 2016
Deliverables – State of New York	Deadline
Identify landowners and conduct outreach	December 1, 2015
Develop a Water Quality Monitoring Plan	January 1, 2016
Conduct landowner education on merits of conservation	2015 through 2019
Enroll 5 conservation contracts in EQIP (500 acres treated)	September 30, 2016
Follow-up on practice implementation of EQIP contracts	By September 30, 2019

The results will be provided in performance reports as listed in Attachment B - General Terms and Conditions, Section VII.

VI. Technical and Administrative Contacts

A. NRCS Technical and Administrative Contacts:

Carol Vartuli, Assistant State Conservationist for Management and Strategy
356 Mountain View Drive Suite 105
Colchester, VT 05446

carol.vartuli@vt.usda.gov
802-951-6796

Obediah Racicot, Assistant State Conservationist for Programs
356 Mountain View Drive Suite 105
Colchester, VT 05446 x 226

obediah.racicot@vt.usda.gov
802-951-6796 x 228

B. DEC Technical and Administrative Contacts:

David Mears, Commissioner
Vermont Department of Environmental Conservation
David.mears@state.vt.us

Marli Rupe
Vermont Department of Environmental Conservation
1 National Life Drive, Main 2
Montpelier, VT 05620

marli.rupe@state.vt.us
802-490-6171

VII. Duration

This agreement takes effect upon the signature of NRCS and DEC and shall remain in effect for 5 years from the date of execution. This agreement may be extended or amended upon request of either NRCS or DEC as long as the extension or amendment does not extend this agreement beyond 5 years from date of execution, with a single 12-month extension available in the discretion of NRCS. Either NRCS or DEC may terminate this agreement with a 60 day written notice to the other party. Note: Although this RCPP agreement is limited to a maximum of 5 years, NRCS program contracts and agreements with producers and landowners may extend beyond this period of time.

VIII. List of Documents

Notice of Award

Attachment A – Statement of Work

Attachment B – General Terms and Conditions

Attachment C – Plan of Work

Attachment D – Budget Sheet